



BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, September 19th, 2022

224 Seminary Street

Kenansville, N.C. 28349

- 6:00 p.m.** Meeting Called to Order
- Invocation
- Pledge of Allegiance
- Approval of Meeting Agenda
- Approval of Minutes – Regular Meeting held on September 6th, 2022 **(A)**

REGULAR MEETING AGENDA

CONSENT AGENDA

1. Budget Amendment Journal Entry Report **(B)**
2. Tax and Solid Waste Releases- #19533-19718 and Void of Release #19441 **(C)**
3. Resolution to approve Duplin County Employee Personnel Policies **(D)**
4. Approve Bad Debt & Deceased Write Offs for Duplin County Emergency Medical Services for the period October 2007 thru September 2012 **(E)**
5. Approval for Chairman to sign Building Reuse Documents and County Performance Agreement for Economic Development Project Gray; Building Reuse Documents for Project ACC and the County Performance Agreement for Project WRJ **(F)**

ITEMS TO BE MADE PART OF MINUTES

- Administrative Budget Amendment Journal Entry Report **(G)**

REGULAR AGENDA ITEMS OF BUSINESS

- 6:05 p.m.** Public Comments (limited to three (3) minutes per speaker)
- 6:10 p.m.** Davis H. Brinson, County Manager/Clerk to the Board
Request Public Hearing be scheduled on October 17, 2022 regarding the Naming of a Lane in the Rockfish Township **(H)**
- 6:15 p.m.** George Futrelle, Asst. County Manager/Airport Director
Resolution in Honor of Robert H. Quinn, Jr. **(I)**

- 6:20 p.m.** Tony McEwen, Carolinas Director of the American Flood Coalition
Request that Duplin County Become a Member of the American Flood Coalition (**J**)
- 6:35 p.m.** Robert Cox, Tourism Director
Appointment of Jordon Whaley, Cabin Lake Park Superintendent, to the Tourism Development Authority Board (**K**)
- 6:40 p.m.** Brian Matthis, Emergency Management Planner
Approval of Resolution Designation of Applicant's Agent for NCDPS Division of Emergency Management's Hazard Mitigation Grant Programs (**L**)
- 6:45 p.m.** Gary Rose, Tax Administrator
Approval of Contract for Tax Office Printing Services (**M**)
- 06:50 p.m.** Joe McKemey, PE, McDavid Associates, Inc.
Approval to Submit Asset Inventory & Assessment Grant Applications through the NC Div. of Water Infrastructure for the Albertson Water and Sewer District (**N**)
Approval to Submit Asset Inventory & Assessment Grant Applications through the NC Div. of Water Infrastructure for the Duplin County Water District B (**O**)
Approval to Submit Asset Inventory & Assessment Grant Applications through the NC Div. of Water Infrastructure for the Duplin County Water District D (**P**)
Approval to Submit Asset Inventory & Assessment Grant Applications through the NC Div. of Water Infrastructure for the Duplin County Water District E (**Q**)
Approval to Submit Asset Inventory & Assessment Grant Applications through the NC Div. of Water Infrastructure for the Duplin County Water District F (**R**)
Approval to Submit Asset Inventory & Assessment Grant Applications through the NC Div. of Water Infrastructure for the Duplin County Water District G (**S**)
- 7:00 p.m.** Davis H. Brinson, County Manager/Clerk to the Board
ApPOINT of Kimberly Wickline to Juvenile Crime Prevention Council (**T**)
- 7:05 p.m.** Davis H. Brinson, County Manager/Clerk to the Board
Approval of Notice of Award for Events Center Parking Project (**U**)
- 7:10 p.m.** Tracey Simmons-Kornegay, Health Director
ARPA Public Health Workforce Care Management Regionalization Project (**V**)
- 7:15 p.m.** Davis H. Brinson, County Manager/Clerk to the Board
General Announcements

REPORTS (W)

Airport—August 2022

Airport Commission Members Updated Roster—Sept. 2022

Animal Services—August 2022

Building Inspections—August 2022

Finance – August & Sept. 2022

Solid Waste – August 2022

Water Department - August 2022

RECESS

The Board will recess until Thursday, September 29th, 2022 at 12:00 p.m. for a Commissioners Workshop at the Administrative Building located at 224 Seminary Street in Kenansville, N.C.



BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, September 19th, 2022

224 Seminary Street

Kenansville, N.C. 28349

COMMISSIONER'S INFORMATION BULLETIN

TO: Commissioner Branch
Commissioner Dowe
Commissioner Edwards
Commissioner Garner
Commissioner Thompson

FROM: Davis H. Brinson, County Manager/Clerk to the Board

DATE: Monday, September 19th, 2022

SUBJECT: Commissioner's Meeting

1. Meeting Called to Order by Chairman Edwards
2. Invocation given by _____
3. Pledge of Allegiance to the Flag of the United States of America.
4. Approval of agenda for tonight's meeting. Members of the Board and/or the County Manager/Clerk to the Board may request to make any changes or additions to the proposed agenda.

RECOMMENDED MOTION: Motion to approve the meeting agenda.

Motion _____ **2nd** _____ **For** _____ **Against** _____ **Carried** _____

1. Approval of Minutes – Regular Meeting held on September 6th, 2022 (A)

RECOMMENDED MOTION: Motion to approve the minutes of the September 6th, 2022 Board of Commissioners meeting as presented.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

REGULAR MEETING AGENDA

CONSENT AGENDA

1. Budget Amendment Journal Entry Report (B)
2. Tax and Solid Waste Releases- #19533-19718 and Void of Release #19441 (C)
3. Resolution to approve Duplin County Employee Personnel Policies (D)
4. Approve Bad Debt & Deceased Write Offs for Duplin County Emergency Medical Services for the period October 2007 thru September 2012 (E)
5. Approval for Chairman to sign Building Reuse Documents and County Performance Agreement for Economic Development Project Gray; Building Reuse Documents for Project ACC and the County Performance Agreement for Project WRJ (F)

RECOMMENDATION: Motion to approve the consent agenda.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

ITEMS TO BE MADE PART OF MINUTES

- Administrative Budget Amendment Journal Entry Report (G)

AGENDA

1. Public Comments (limited to three (3) minutes per speaker)
2. Davis H. Brinson, County Manager/Clerk to the Board will appear to request that a public hearing be scheduled on October 17, 2022 to receive public comments regarding a request from Lori Peterson Mobio to name a lane at 1069 Wards Road; Wallace, NC in the Rockfish Township: Bill Peterson Lane in accordance with the Duplin County Addressing and Road Naming Address. (H)

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

Motion _____ 2nd _____ For _____ Against _____ Carried _____

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

RECOMMENDED MOTION: Motion to adopt a Resolution in Honor of Robert H. Quinn, Jr.

Motion _____ **2nd** _____ **For** _____ **Against** _____ **Carried** _____

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

RECOMMENDATION: Motion to adopt a Resolution Providing for Duplin County to Become a Member of the American Flood Coalition.

Motion _____ **2nd** _____ **For** _____ **Against** _____ **Carried** _____

5. Robert Cox, Tourism Director, will appear before the Board to request the appointment of Jordon Whaley, Cabin Lake County Park Superintendent, to the Tourism Development Authority Board. **(K)**

RECOMMENDATION: Motion to appoint Jordon Whaley to the Duplin County Tourism Development Authority Board for a term beginning on September 19, 2022 and ending on June 30, 2025.

Motion _____ **2nd** _____ **For** _____ **Against** _____ **Carried** _____

6. Brian Matthis, Duplin County Emergency Management Planner, will appear before the Board to request approval of two Resolution Designation of Applicant's Agent for NCDPS Division of Emergency Management's Hazard Mitigation Grant Programs. For the program manager, point of contact and secondary agent on behalf of Duplin County for NC Emergency Management's Hazard Mitigation Grant Program to change, the Board of County Commissioners must approve it. This person is responsible for managing the grant,

including working with citizens enrolled in the program, working with the contracted management agency, coordinating with NC Emergency Management, and submitting documentation for FEMA reimbursement. (L)

RECOMMENDATION: Motion to adopt the NC Division of Emergency Management Resolution Designation of Applicant's Agent changing the secondary agent and point of contact for the Hazard Mitigation Grant Program from Elizabeth Stalls to Brian Matthis and the Resolution Designation of Applicant's Agent to add Matthew Barwick as a Designated Agent for the Hurricane Florence Generator Grant Project.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

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

RECOMMENDATION: Motion to approve a service contract between Duplin County and Diversified Companies, LLC / DivCo Data for Tax Office printing services.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

WATER DISTRICT MEETINGS

RECOMMENDATION: Motion to go out of regular session and go into session as Albertson Water and Sewer District Board.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

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

RECOMMENDATION: Motion to adopt a Resolution Authorizing Asset Inventory and Assessment Application for grant funding for the Albertson Water and Sewer District Water System Evaluation.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

RECOMMENDATION: Motion to go out of session as Albertson Water and Sewer District Board and go into session as Duplin County Water District B Board.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

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

RECOMMENDATION: Motion to adopt a Resolution Authorizing Asset Inventory and Assessment Application for grant funding for Duplin County Water District B Board.

Motion_____ **2nd**_____ **For**_____ **Against**_____ **Carried**_____

RECOMMENDATION: Motion to go out of session as Duplin County Water District B Board and go into session as Duplin County Water District D Board.

Motion_____ **2nd**_____ **For**_____ **Against**_____ **Carried**_____

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

RECOMMENDATION: Motion to adopt a Resolution Authorizing Asset Inventory and Assessment Application for grant funding for Duplin County Water District D Board.

Motion_____ **2nd**_____ **For**_____ **Against**_____ **Carried**_____

RECOMMENDATION: Motion to go out of session as Duplin County Water District D Board and go into session as Duplin County Water District E Board.

Motion_____ **2nd**_____ **For**_____ **Against**_____ **Carried**_____

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

RECOMMENDATION: Motion to adopt a Resolution Authorizing Asset Inventory and Assessment Application for grant funding for Duplin County Water District E Board.

Motion_____ **2nd**_____ **For**_____ **Against**_____ **Carried**_____

RECOMMENDATION: Motion to go out of session as Duplin County Water District E Board and go into session as Duplin County Water District F Board.

Motion_____ **2nd**_____ **For**_____ **Against**_____ **Carried**_____

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

RECOMMENDATION: Motion to adopt a Resolution Authorizing Asset Inventory and Assessment Application for grant funding for Duplin County Water District F Board.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

RECOMMENDATION: Motion to go out of session as Duplin County Water District F Board and go into session as Duplin County Water District G Board.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

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

RECOMMENDATION: Motion to adopt a Resolution Authorizing Asset Inventory and Assessment Application for grant funding for Duplin County Water District G Board.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

RECOMMENDATION: Motion to go out of session as Duplin County Water District G Board and go back into regular session as Duplin County Board of Commissioners.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

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

RECOMMENDATION: Motion to approve to appoint Kimberly Wickline to the Juvenile Crime Prevention Council.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

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

RECOMMENDATION: Motion to award the Duplin County Events Center Parking Project to the lowest responsible bidder, Legion Asphalt, Inc., to approve and authorize the Chairman to sign the notice of award and to authorize the County Manager to approve change orders and other contract documents regarding this project.

Motion _____ **2nd** _____ **For** _____ **Against** _____ **Carried** _____

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

RECOMMENDATION: Motion to approve the creation of two (2) full time County positions within the Health Department, a Public Health Nurse Consultant II and an Accounting Specialist II, to be paid for with COVID American Rescue Plan Act State funds.

Motion _____ **2nd** _____ **For** _____ **Against** _____ **Carried** _____

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

REPORTS (W)

Airport—August 2022

Airport Commission Members Updated Roster—September 2022

Animal Services—August 2022

Building Inspections—August 2022

Finance – August & September 2022

Solid Waste – August 2022

Water Department – August 2022

RECESS

The Board will recess until Thursday, September 29th, 2022 at 12:00 p.m. for a Commissioners Workshop at the Administrative Building located at 224 Seminary Street in Kenansville, N.C.

Motion_____2nd_____For_____Against_____Carried_____



BOARD OF COUNTY COMMISSIONER'S MEETING

Tuesday, September 6th, 2022

224 Seminary Street

Kenansville, N.C. 28349

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

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

Also Present: Mr. Davis H. Brinson, County Manager/Clerk to the Board; Ms. Trisha-Ann Hoskins, Administrative Officer/Deputy Clerk; Ms. Tracy Chestnutt, Finance Officer; and Mr. Tim Wilson, County Attorney.

Call to Order

The meeting was called to order by Chairman Edwards.

Invocation and Pledge of Allegiance

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

Approval of the Meeting Agenda

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

Approval of the Minutes – Governing Body

Motion was made by Commissioner Branch, seconded by Commissioner Thompson, carried unanimously to approve the minutes of the August 15th, 2022 Board of Commissioners meeting as presented by the Clerk to the Board.

REGULAR MEETING AGENDA
CONSENT AGENDA

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously to approve the consent agenda which consisted of: Budget Amendment Journal Entry Report; Tax and Solid Waste Releases- # 19396-19532; Agreement Between Eastpointe Human Services and Duplin County for Eastpointe to provide FY 21-22 4H Prevention Program funding to the County in the amount of \$33,205.32; Agreement between the NC Dept. of Agriculture's NC State Forestry Service and Duplin County for the Protection, Development and Improvements of Forest Land in Duplin County; Resolution to Terminate the COVID-19 State of Emergency.

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

AGENDA

Public Comments

No Public Comments

End Public Comments

Mr. Davis H. Brinson, County Manager/Clerk to the Board, appeared before the Board to receive any road concerns from the Members of the Board of County Commissioners or the public on behalf of the NC Department of Transportation.

Commissioner Thompson requested that the County Manager/Clerk to the Board request an update on the bridge replacement on NC Hwy 11 near Wallace Elementary School.

Commissioner Branch publicly thanked the County Manager/Clerk and Solid Waste Director Whaley for their handling of a citizen concern regarding trash and debris along Landfill Road.

Ryan Cox of Insight Planning & Development, appeared before the board to conduct a public hearing to receive citizen comments and input on possible CBDG-NR (Community Development Block Grant – Neighborhood Revitalization) activities.

Commissioner Edwards opened the Public Hearing

Ms. Angela Best Mainor of Warsaw asked about the average income limits. Mr. Cox advised that it varies but currently, the annual income limit for a two (2) person household is \$41,850.00 and for a one (1) person household it is \$36,650.00. Ms. Mainor then asked if there was a deadline for applications to which Mr. Cox advised that the deadline for homeowners was Tuesday, September 13th. Mr. Cox also let those in attendance know that he had applications

with him and would be glad to provide them to anyone who wanted one. if there was an age limit for applicants.

Dr. Wesley Boykin of Warsaw inquired about public notice guidelines and requested to know if the public was given a notice regarding the grant. Chairman Edwards advised that there was a public notice published in the local newspaper (The Duplin Times).

Commissioner Dowe asked Mr. Cox if these (CDBG-NR) funds could be combined with other funds such as FEMA (Federal Emergency Management Agency) funds? Mr. Cox advised that he did not understand the Commissioner's question. Commissioner Dowe stated that some homeowners haven't had their homes repaired from previous storms and wanted to know if these funds would work in conjunction with that. Mr. Cox advised that his was a 100% federal program which required no match and that an assessment of applicant's homes to see what repairs need to be made would be done to determine income eligibility. Once the grant is awarded his firm would write up a scope of work to make the repairs and the homeowners would not have to provide any funds. He went on to explain that his is a forgivable loan program so there would be a lien placed on the home and property for and eight (8) year period that would decrease evenly every year as long as that person stays in the home. However, if it is sold then the remaining balance of the lien would come back to the County. Commissioner Edwards asked if that would be a first lien. Mr. Cox advised that it would be a second mortgage.

Commissioner Branch asked if the main vehicle for getting this information out was the newspaper or if other sources were used to get the notice out. Mr. Cox advised that in addition to the local newspaper other means were used such as a direct mailer to individuals on a list compiled by the previous County Planner of homeowners who has shown a previous interest in this program. In addition, the public was also notified via both the County's social media page and its' website.

Commissioner Branch asked how many people had responded. Mr. Cox advised that he had received one (1) application thus far and was supposed to meet another interested party later in the week to discuss the program. He went on to say that they had also received several phone inquiries and that he fully expected to cap out the program which this year is \$950,000.

Warsaw Mayor Rev. A J. Connors asked Mr. Cox as a follow-up to Commissioner Dowe's earlier question if homeowners were receiving funds from FEMA could they also use funds from this program as well. Mr. Cox answered yes. Commissioner Dowe stated that he had asked that question because some homeowners still have unmet needs and they need assistance. Mr. Cox advised they do not review a duplication of benefits as it is not a requirement of the program.

Angela Best Mainor of Warsaw asked if there was an age limit to which Mr. Cox advised that there was not an age limit.

Commissioner Edwards closes the Public Hearing

Ms. Melissa Kennedy, E-911 Addressing Project Coordinator, appeared before the Board to conduct a public hearing to receive public comments regarding the request from Ms. Mary

Jernigan, to name a new lane in the 1700 Block of N. NC 11& 903 Hwy.; Kenansville, N.C. in the Kenansville Township: Hickory Hill Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Commissioner Edwards opens the Public Hearing

No Public Comments

Commissioner Edwards closes the Public Hearing

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously to approve the request from Mary Jernigan, to name a new lane in the 1700 Block of N NC 11& 903 Hwy.; Kenansville, N.C. in the Kenansville Township: Hickory Hill Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Mr. George Futrelle, Assistant County Manager/Airport Director, appeared before the Board to request to reappoint a current member of the Airport Commission and to appoint a new member. The Duplin County Airport Commission had two (2) members whose terms expired on June 30, 2022; Bob Quinn and Joe Bryant. The Airport Commission unanimously recommends the re-appointment of District III member, Joe Bryant, to succeed himself for another three (3) year term ending June 30, 2025.

Bob Quinn has retired after 30 years of service to the Duplin County Airport Commission as Chairman and as an At-Large member. J. Grey Morgan was selected among four (4) possible candidates to fill the vacant seat. Mr. Morgan is a resident of the Rone's Chapel Community in northern Duplin County and retired as CEO of Southern BancShares, Inc. and Southern Bank and Trust Company. He has indicated that he will serve if appointed by the BOCC. The Duplin County Airport Commission unanimously approved the nomination of Mr. Morgan to replace Mr. Quinn and recommends his appointment to a three-year term ending June 30, 2025. (H)

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to re-appoint Joe Bryan and appointment of J. Grey Morgan to the Duplin County Airport Commission for three (3) year terms ending June 30, 2025.

Ms. Laura Jones, County Librarian, appeared before the Board to request the acceptance of the NC Department of Natural & Cultural Resources State Library of NC Library Services Technology Act (LSTA) Grant—Cardinal Migration Support funds. As part of the Cardinal Consortium Migration process the Duplin County Library System has been awarded up to \$10,000 to offset costs related to changing services. This will include the purchase of scanners, receipt printers, shelf dividers and other materials for managing resource sharing within the Consortium. This is a reimbursement funding source and all purchases are cleared through the State Library of NC.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to accept up to \$10,000 in reimbursement funds from the State Library of NC Library Services Technology Act Grant for Cardinal Migration Support and to approve the associated budget amendment.

Ms. Laura Jones, County Librarian, appeared before the Board to request the acceptance of a NC Department of Natural & Cultural Resources State Library of NC Bright Ideas Grant. The State Library of NC awarded a Bright Ideas Grant for two (2) privacy booths with laptops for patron use. Booths allow a soundproof location for ZOOM calls, telemedicine calls and other private business transactions. One booth will be installed in the main branch in Kenansville and the other in the Warsaw branch. The Board was advised that this grant does not require any matching funds.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to accept the NC Department of Natural & Cultural Resources State Library of NC Bright Ideas Grant in the amount \$14,480.00 for two (2) privacy booths with laptops for patron use and to approve the associated budget amendment.

Mr. Davis H. Brinson, County Manager/Clerk to the Board appeared before the Board to present the Service Contract between Duplin County & Insight Planning & Development, LLC. The County Manager respectfully requested that the Board enter into a service contract agreement with Insight Planning & Development, LLC for planning services in the interim period while the County searches for a new County Planner. The former County Planner, Elizabeth Stalls', last day of employment with the County was September 2nd. The County Manager advised that he was currently filling in for the County Planner but believes it would be beneficial to have a firm with planning skill and expertise to assist the public and the Duplin County Planning Board until a permanent replacement for Ms. Stalls can be named. Insight Planning & Development, LLC handles the planning services for Windsor in Bertie County and Pembroke in Robeson County on a contractual basis and have in the past handled the County planning services in Chowan County. The contract sets a limit on the payment for services not to exceed \$5,000.00. The contract will be terminated once a permanent County Planner is hired.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve a service contract between Duplin County and Insight Planning & Development, LLC for interim County Planning Department services.

Mr. Davis Brinson, County Manager/Clerk to the Board appeared before the Board to respectfully request that the Board enter into a design-build agreement Part 1 (Pre-Construction Services) with Daniels & Daniels Construction Company, Inc. for the Senior Services and Veterans Services Facility project. The Board was advised that this agreement was for the programming portion of the pre-construction only, specifically to assess current and projected needs of the Services for the Aged and Veterans Services Departments through multiple meetings with staff. This will include information gathering and analysis of the space needs, functional relationship and priorities for the project, with interior and exterior

spaces.

Motion was made by Commissioner Branch, seconded by Commissioner Thompson, carried unanimously to approve the Design-Build Agreement Part 1 for Pre-Construction Services between Duplin County and Daniels & Daniels Construction Company, Inc.

Ms. Angie Quinn, Soil & Water Conservation District Director, appeared before the Board to present a NC StreamFlow Rehabilitation Program (StRap) funding opportunity. This is a funding opportunity through NC Department of Agriculture and Consumer Services for the Stream Flow Rehabilitation Program for creek cleanout work in the amount of \$1,656,157.00. The Board was advised that no county match was required to take advantage of this funding opportunity.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to accept NC Dept. of Agriculture and Consumer Services NC StreamFlow Rehabilitation Program funding for creek cleanout in the amount of \$1,656,157 and to approve the associated budget amendment.

Mr. Tim Wilson, County Attorney appeared on behalf of Carrie Shields, Economic Development Director, to request the Board authorize the Chairman to sign the following Board approved projects:

- Project Ginny Ginny/eGourmet Solutions, Inc. Building Reuse Program Performance Grant Agreement. The company has already signed.
- Project ACC/Warsawing Cabinets, LLC One NC Grant Agreements & Company Performance Agreement. Company has already signed. The State will also send a Building Reuse Document for Signature at a later time.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to authorize the Chairman to sign the Board approved documents for Project ACC & Project Ginny.

Mr. Joe McKemey, PE with McDavid Associates, appeared before the board to request approval to submit a Golden LEAF Foundation SITE Program Application for the construction of a new water supply well for the Duplin County Water System. The Board was advised that the Duplin County Water System has the need for a new water supply well to keep up with water system growth and demand. Project cost is estimated at \$995,325.00 as shown on attached preliminary cost estimate. The Golden LEAF Foundation has the SITE Program, which can provide 100% grant funding to improve industrial sites. The proposed water supply well will be constructed in the WestPark County Industrial Park located west of Warsaw, off Bruce Costin Road.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to authorize Duplin County to apply for Golden LEAF Foundation SITE Program grant funds for the construction of a new water supply well.

Mr. Joe McKemey, PE of McDavid Associates, appeared before the board to request approval to submit an Asset Inventory and Assessment Grant Application through the Division of Water Infrastructure for the Duplin County Water System. The Board was advised that the NCDEQ Division of Water Infrastructure has funds available for units of government to conduct utility inventory and assessments. Funds can be used for GIS work, Capital Improvement planning, rate assessments, and inventory of assets to determine condition and functionality. Maximum grant application is in the amount of \$400,000. Applications are due September 30, 2022. **(P)**

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

Mr. Joe McKemey, PE of McDavid Associates, appeared before the board to request approval to submit a well replacement funding application through the Division of Water Infrastructure for the Duplin County Water System. The Board was advised that the NCDEQ (NC Department of Environmental Quality) Division of Water Infrastructure has funds available through the American Rescue Plan Act (ARPA) to assist units of government with infrastructure needs. This application is for the replacement of Well F-1 due to decreased capacity. Application is in the approximate amount of \$900,000.00. Applications are due September 30, 2022.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to adopt Resolution Authorizing Division of Water Infrastructure Application for grant/loan funding for well replacement project for Duplin County.

Semekia Bryant-Perry, Interim Human Resources Director, appeared before the Board to present proposed updates to the Duplin County Personnel Policies Regarding FMLA (Family Medical Leave Act) & Leave without Pay Sections. The Board of Commissioners adopted an updated and revised version of the County's employee personnel policy at its regular meeting held on August 15, 2022. In response to Commissioner Garner's inquiry during that meeting, the Board did not adopt proposed changes to the definition of Break in Service. In consultation with the County Attorney, we have further reviewed both the definition of Break in Service and the accompanying paragraphs which reference that term. Further edits have been made to address the issue raised by Commissioner Garner. Those edits are explained in the attached summary prepared by the County Attorney.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, to approve the change in Break in Service definition on page 11 of the Duplin County Personnel Policies, along with related changes to the FMLA and Leave Without Pay sections on pages 112 and 117 was approved by the following vote with Commissioners Edwards, Thompson, Dowe and Branch voting in favor and Commissioner Garner voting against.

Tracey Simmons-Kornegay, Health Director, appeared before the Board to request the reclassification of the WIC Nutritionist I position to a Public Health Nurse (PHN) II position. Due to lack of success in the recruitment of Nutritionists for the WIC program over the last

two (2) years, a decision has been made to request the Board consider a reclassification of one (1) of the two (2) current vacant WIC Nutritionist I position to a Public Health Nurse (PHN) II position. As a PHN II in WIC, this position can perform the job roles and responsibilities as a Competent Professional Authority (CPA). Once approved by the Board, a PD 118 will be submitted to the State Office of Human Resources.

Motion Commissioner Garner, seconded by Commissioner Branch, carried unanimously to approve the reclassification of a WIC Nutritionist I (Grade 61-\$40,364.01) position to a WIC Public Health Nurse II position (Grade 66-\$51,515.84) position.

Tracey Simmons-Kornegay, Health Director, appeared before the Board to request the funding of an Opioid Project Coordinator as the first step of Duplin County's response to the Opioid Settlement, to oversee the county's project. This position will be responsible for administrative oversight and leadership on behalf of Duplin County's Opioid Settlement Response. This position will work closely with the Board of County Commissioners, County Manager, Health Director, and Community Partners. This position will be contracted for at least one (1) year through the North Carolina Alliance of Public Health Agencies.

Commissioner Garner stepped out of the meeting at 7:09 p.m.

Commissioner Garner stepped into the meeting at 7:10 p.m.

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously to approve to employ an Opioid Project Coordinator as a Contract FTE to oversee the County's Opioid Settlement Response Efforts.

Tracey Simmons-Kornegay, Health Director, appeared before the Board to request the acceptance of a NC Office of Rural Health Medication Assistance Program grant. The Health Department's Medication Assistance Program assists low-income, uninsured and homeless populations to evaluate their optimal prescription drug choices and apply for free, discounted, and low-cost drugs through public and private medication assistance programs. The department was awarded one of the NC Office of Rural Health Medication Assistance Grants in the amount of \$21,983.00 to support a portion of the salary and fringe benefits for a bilingual medication assistance coordinator as well as supplies and software maintenance from August 1, 2022 through July 31, 2023.

Motion was made by Commissioner Dowe, seconded by Commissioner Thompson, carried unanimously to accept the NC Office of Rural Health Medication Assistance Program Grant in the amount of \$21,983 and to approve the associated budget amendment.

Tracey Simmons-Kornegay, Health Director, appeared before the Board regarding ELC Reopening of Schools School Health Liaison Funding AA-361 funding in the amount of \$115,000. The continuation of funding will be used to provide temporary funding for the Duplin County Health Department to hire one (1) Public Health Nurse (PHN) School Health Liaison for the coordination of COVID-19 screening, testing, and vaccine administration efforts and to coordinate other school health/public health services as described in the

Memorandum of Agreements referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY23 351 Child Health. The service period for this AA is from June 1, 2022 through May 31, 2023.

Motion was made by Commissioner Dowe, seconded by Commissioner Thompson, carried unanimously to accept the ELC Reopening Schools School Health Liaison – AA 361 Funding in the amount of \$115,000 and to approve the associated budget amendment.

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

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to adjourn until Monday, September 19th, 2022 at 6:00 p.m. for a Commissioners Meeting at the Administrative Building located at 224 Seminary Street in Kenansville, N.C.

Davis H. Brinson
Clerk to the Board

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT	LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND										
2023	03	190	09/20/2022		BUA 091922C	1 2				
1	4100	39907	GENERAL FUND	10-41-4100-0000-000-39907	FUND BALANCE APP-RESV MEDICAID		.00 09/20/2022	-7,162.68	-7,162.68	
2	5180	41990	Carolina Access	10-50-5100-5180-000-41990	PROFESSIONAL SERVICES		.00 09/20/2022	6,820.62	6,820.62	
3	5180	43540	Carolina Access	10-50-5100-5180-000-43540	SOFTWARE MAINTENANCE		.00 09/20/2022	16.06	16.06	
4	5119	44910	DENTAL PROGRAMS	10-50-5100-5119-000-44910	DUES AND SUBSCRIPTIONS		.00 09/20/2022	326.00	326.00	
** JOURNAL TOTAL								0.00		
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND										
2023	03	242	09/20/2022		BUA 091922C	1 2				
1	4983	39678	Events Center Paving	45-00-6160-4983-000-39678	Dept of Ag Grant		.00 09/20/2022	-500,000.00	-500,000.00	
2	4983	41040	Events Center Paving	45-00-6160-4983-000-41040	ENGINEERING SERVICES		.00 09/20/2022	50,000.00	50,000.00	
3	4983	41060	Events Center Paving	45-00-6160-4983-000-41060	CONSTRUCTION		.00 09/20/2022	448,500.00	448,500.00	
4	4983	41979	Events Center Paving	45-00-6160-4983-000-41979	ADMINISTRATION		.00 09/20/2022	1,500.00	1,500.00	
** JOURNAL TOTAL								0.00		
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND										
2023	03	243	09/20/2022		BUA 091922C	1 2				
1	4100	38398	GENERAL FUND	10-41-4100-0000-000-38398	INSURANCE SETTLEMENTS Vehicle 986		-6,916.05 09/20/2022	-6,330.30	-13,246.35	
2	4310	43530	Sheriff	10-43-4310-0000-000-43530	REPAIRS VEHICLES Vehicle 986		111,916.05 09/20/2022	6,330.30	118,246.35	
** JOURNAL TOTAL								0.00		

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

BA # _____

Duplin County
Budget Amendment

Department Title _____ Finance

Department Head's Signature _____

(form can be e-mailed to Finance from Dept. Head)

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

Brief description of why this amendment is being requested:

Insurance proceeds

Revenue code	Line Item Description	Amount	Expense code	Line Item Description	Amount
4100-38398	Insurance Settlements	6,330.30	4310-43530	Vehicle Repairs	6,330.30
Total		6,330.30	Total		6,330.30

Finance Signature

Date Approved:

Chelsey Ranier
9/14/22

Manager Signature

Date Approved:

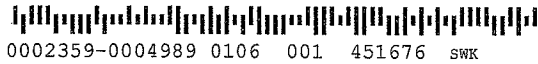
Commissioner Approval

Date Approved:

9/14/2022

onertt acpt.
986 INSURA

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



0002359-0004989 0106 001 451676 SWK



DUPLIN COUNTY
PO BOX 950;
KENANSVILLE NC 28349

DATE	CHECK AMOUNT	CHECK NUMBER
09/09/2022	6,330.30	130719164
PAYEE	TAX ID	
DUPLIN COUNTY	None	
SCMS UNIT	PAGE	
184 Sedgwick Claims Management Services, Inc	01 of 01	

Claimant Name	Loss Date	Claim Number
DUPLIN COUNTY	08/17/2022	4A2208Q9TXP-0001
Amt Paid: 6,330.30	Description: Miscellaneous CL/Other	
Dates: 08/17/2022 - 09/07/2022	Comment: Settlement- 2022 Dodge Charger, Vin 6256	

SWK:RM:SDM:00.NP



THE FACE OF THIS CHECK IS PRINTED BLUE. THE BACK CONTAINS A SIMULATED WATERMARK. SEE BACK FOR DETAILS.

Sedgwick Claims Management Services, Inc
On behalf of
NCACC Liability and Property Pool

ORIGIN Wells Fargo Bank, N.A.
1841278

VOID AFTER 60 DAYS

DATE: 09/09/2022

130719164

62-22
311

PAY: *****SIX THOUSAND THREE HUNDRED THIRTY AND 30/100 DOLLARS

\$6,330.30

PAY TO THE ORDER OF DUPLIN COUNTY

Bob Blankenship

JSA

MEMO: MP

NC Counties of Liability and P, Principal
Sedgwick Claims Management Services, Inc., Agent By:

130719164 10311002251 2079950059703

BA # _____

Duplin County
Budget Amendment

Department Title

Health Department

Department Head's Signature

Tracey Simmons-Kornegay

(form can be e-mailed to Finance from Dept. Head)

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

Brief description of why this amendment is being requested:

Budgeting Medicaid Reserves to cover line item expenses in the Carolina Access and Dental Programs.

Revenue code	Line Item Description	Amount	Expense code	Line Item Description	Amount
4100 5110-39907	Medicaid Reserves	6,836.68	5180-41990	Professional Services	6,820.62
4100 5110-39907	Medicaid Reserves	326.00	5180-43540	Software Maintenance	16.06
			5119-44910	Dues & Subscriptions	326.00
Total		7,162.68	Total		7,162.68

Finance Signature

Date Approved:

Quincy Ramier
9/12/22

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

9/9/2022

BA # _____

Duplin County
Budget Amendment

Department Title

CAPITAL PROJECT FUND (45)

Department Head's Signature

TRACY CHESTNUTT

(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:

THIS AMENDMENT IS TO ESTABLISH THE EVENT CENTER PAVING PROJECT BUDGET

Revenue code	Line Item Description	Amount	Expense code	Line Item Description	Amount
4983-39678	DEPT OF AGRICULTURE	500,000.00	4983-41040	ENGINEERING SERVICES	50,000.00
			4983-41060	CONSTRUCTION	448,500.00
			4983-41979	ADMINISTRATION	1500
Total		500,000.00	Total		500,000.00

Finance Signature

Date Approved:

Tracy Chestnutt
9/11/22

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

LL-4-8-22
lflw 9-8-22

DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE SEPTEMBER 19, 2022

RELEASE NUMBER	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
19533	AARON CAVENAUGH FARMS	09		09	2022	0002035	\$ 6.22	\$ 0.17		\$ 0.78	\$ 0.72		\$ 7.89	MYT TRAILER DOUBLE LISTED
19534	AARON CAVENAUGH FARMS	09		09	2021	0002035	\$ 6.22	\$ 0.17		\$ 0.78	\$ 0.72		\$ 7.89	MYT TRAILER DOUBLE LISTED
19535	AARON CAVENAUGH FARMS	09		09	2020	0002035	\$ 6.22	\$ 0.17		\$ 0.78	\$ 0.72		\$ 7.89	MYT TRAILER DOUBLE LISTED
19536	ALLIANCE HEALTHCARE SERVICES	13			2022	0061560					\$ 541.62		\$ 541.62	BUSINESS PERSONAL LISTING NOT LATE
19537	BB & T COMMERCIAL EQUIPMENT CORP	01	73	07	2022	000000784	\$ 5,030.60	\$ 140.72	\$ 2,285.93	\$ 211.78	\$ 766.90		\$ 8,435.93	COMPANY NO LONGER IN BUSINESS
19538	BAY VALLEY FOODS	02			2022	0387816	\$ 48.14	\$ 1.35					\$ 49.49	2 ASSETS KEYED WRONG
19539	BELL, NICHOLAS JACKSON & WF SHANNON	13			2022	010003810						\$ 110.00	\$ 110.00	NO DWELLING ON PARCEL
19540	BEST, THOMAS DEVON	07		03	2022	10005236	\$ 65.78	\$ 1.84		\$ 5.06			\$ 72.68	SOLD 2 MYT TRAILERS
19541	BOUNDS, GREGORY M.	02		12	2022	0819955				\$ 76.44	\$ 7.64		\$ 84.08	FIRE DISTRICT BILLED IN ERROR
19542	BOYCE, BETTY, HRS	02		12	2022	0852650	\$ 162.31	\$ 4.54		\$ 14.76		\$ 110.00	\$ 291.61	DWMH DOUBLE LISTED
19543	BOYCE, BETTY, HRS	02		12	2021	0852650	\$ 162.31	\$ 4.54		\$ 14.76		\$ 90.00	\$ 271.61	DWMH DOUBLE LISTED
19544	BOYCE, BETTY, HRS	02		12	2020	0852650	\$ 162.31	\$ 4.54		\$ 14.76		\$ 90.00	\$ 271.61	DWMH DOUBLE LISTED
19545	BOYCE, BETTY, HRS	02			2019	0852650	\$ 162.31	\$ 4.54				\$ 90.00	\$ 256.85	DWMH DOUBLE LISTED
19546	BOYCE, BETTY, HRS	02			2018	0852650	\$ 162.31					\$ 90.00	\$ 252.31	DWMH DOUBLE LISTED
19547	BRINSON, HOBART BRADLEY	08			2022	1032633	\$ 915.20	\$ 25.60					\$ 940.80	LEASEHOLD CARD ADDED TO LAND CARD
19548	BRITT, MARSHALL SCOTT & WF CELESTE	05			2022	1072625					\$ 3.20		\$ 3.20	LISTING WAS NOT LATE
19549	BROCK, STACY L. JACKSON, & MARVIN	03		01	2022	1124115						\$ 110.00	\$ 110.00	VACANT LAND-NO DWELLING
19550	BROCK, STACY L. JACKSON, & MARVIN	03		01	2021	1124115						\$ 90.00	\$ 90.00	VACANT LAND-NO DWELLING
19551	BROWN, ALVIS RAY & MANIE	07		05	2022	1163169	\$ 5.52	\$ 0.15		\$ 0.39	\$ 0.61		\$ 6.67	NO LONGER OWNS BOATS
19552	BUCKNER, JOSEPH EDWARD	09		13	2022	1389609	\$ 286.00	\$ 8.00		\$ 28.00	\$ 32.20		\$ 354.20	SOLD AIRPLANE IN 2021
19553	CARRIZAL, EFRAIN CUELLAR & WF TOMASA	08		08	2022	010004821				\$ 16.60			\$ 16.60	BILLED FOR WRONG FIRE DISTRICT
19554	CARTER, WILLIAM & DOTTIE	09		09	2022	1700700	\$ 1.57	\$ 0.04		\$ 0.20			\$ 1.81	BOAT DESTROYED
19555	CROMARTIE, KENNETH D.	02	70		2022	2076205	\$ 128.70	\$ 3.60	\$ 84.60				\$ 216.90	CORRECTED LAND VALUE
19556	DELVA, REYNALD	07		04	2022	2258828	\$ 16.87	\$ 0.47		\$ 1.08			\$ 18.42	SOLD MYT TRAILER
19557	DERSTINE TRUCKING	06	77		2022	2269243			\$ 5.18	\$ -	\$ 0.52		\$ 5.70	BILLED TOWN IN ERROR
19558	DERSTINE TRUCKING	06	77		2021	2269243			\$ 5.18		\$ 0.52		\$ 5.70	BILLED TOWN IN ERROR
19559	DENNIS BEASLEY FARMS INC.	12		22	2022	2265974	\$ 42.90	\$ 1.20		\$ 4.41			\$ 48.51	CORRECTED LISTING IN VALUE
19560	DIAZ, GUSTAVO DIAZ	12		22	2022	2282704	\$ 14.30	\$ 0.40			\$ 1.47	\$ 110.00	\$ 126.17	SOLD SWMH IN 2021
19561	DIXON, TAMELA BRYANT	09		09	2022	2344143				\$ 0.56	\$ 0.06		\$ 0.62	NOT IN NORTHEAST FIRE DISTRICT
19562	DOLPHIN DEBIT ACCESS LLC	01		07	2022	10004000	\$ 14.30	\$ 0.40		\$ 1.40	\$ 1.61	\$ 110.00	\$ 127.71	SWMH BILLED TO INCORRECT ACCOUNT
19563	DOROTHY, DENISE KAY	06		03	2022	2382655	\$ 14.19	\$ 0.40		\$ 1.09	\$ 1.57		\$ 17.25	SOLD MYT TRAILER
19564	ECKERT, PAUL	13		21	2022	10003350	\$ 493.35	\$ 13.80		\$ 48.30	\$ 55.55		\$ 611.00	AIRPLANE LOCATED IN CALIFORNIA
19565	ECO SYSTEMS FARMS, INC	02		21	2022	2481175				\$ 206.67			\$ 206.67	NOT IN A FIRE DISTRICT
19566	EDWARDS, MILLARD D.	08		05	2022	10003335	\$ 51.37	\$ 1.44		\$ 3.59	\$ 5.64		\$ 62.04	FARM EQUIPMENT NOT USED FOR INCOME
19567	FLOREZ, JULIA	02		12	2022	10003869	\$ 14.30	\$ 0.40		\$ 1.30	\$ 1.60	\$ 110.00	\$ 127.60	SWMH DOUBLE LISTED
19568	FREDERICK, ROBERT JACKSON II	11	77		2022	2946050	\$ 36.11	\$ 1.01	\$ 37.88				\$ 75.00	PROPERTY IS VACANT
19569	FREIGHT LINE SOLAR, LLC	06		04	2022	10003108	\$ 5,667.08	\$ 158.52		\$ 363.01	\$ 618.86		\$ 6,807.47	BUSINESS DOUBLE LISTED
19570	FUJIFILM NORTH AMERICA CORPORATION	09	79		2022	2966231					\$ 25.39		\$ 25.39	BUSINESS PERSONAL LISTING NOT LATE
19571	GPM INVESTMENTS DBA: HANDY MART #3	02			2022	10003938	\$ 787.56	\$ 22.03					\$ 809.59	BUSINESS DOUBLE LISTED
19572	GALARZA, FRED JAMES	07		04	2022	10003864	\$ 290.86	\$ 8.14		\$ 18.63	\$ 31.76	\$ 110.00	\$ 459.39	SWMH DOUBLE LISTED
19573	GARNER, DENISE DAIL & OTHERS	02		01	2022	3074776				\$ 216.75			\$ 216.75	NOT IN A FIRE DISTRICT
19574	GARNER, DENISE DAIL & OTHERS	02		01	2021	3074776				\$ 216.75			\$ 216.75	NOT IN A FIRE DISTRICT
19575	GARNER, DENISE DAIL & OTHERS	02		01	2020	3074776				\$ 216.75			\$ 216.75	NOT IN A FIRE DISTRICT
19576	GARNER, DENISE DAIL & OTHERS	02		01	2019	3074776				\$ 23.84			\$ 23.84	NOT IN A FIRE DISTRICT
19577	GARNER, GEORGE ELWOOD, JR & WF	02		21	2022	3076900				\$ 2.80	\$ 0.28		\$ 3.08	SWMH'S NOT IN FIRE DISTRICT
19578	GARNER, GEORGE ELWOOD, JR & WF	02		21	2021	3076900				\$ 2.80	\$ 0.28		\$ 3.08	SWMH'S NOT IN FIRE DISTRICT
19579	GINN, JASON RONDALD & WF	09		13	2022	3135351	\$ 190.88	\$ 5.34		\$ 18.69	\$ 21.49		\$ 236.40	SOLD 2019 BOAT IN 2021
19580	GINN, JASON R.	09		13	2022	3135087	\$ 16.80	\$ 0.47		\$ 1.64	\$ 1.90		\$ 20.81	SOLD BOAT TRAILER IN 2021
19581	GRAY, ERNEST W. & WF LAURIE	08		10	2022	3314683	\$ 1.66	\$ 0.03		\$ 0.11			\$ 1.80	VALUE ON BOAT REDUCED PER BILL OF SALE
19582	HARPER, MARTIN W. & WF DONNA	05			2022	3592731						\$ 110.00	\$ 110.00	BILLED IN ERROR FOR SOLID WASTE
19583	HARDISON, GARY	09	79		2022	3548950	\$ 7.39	\$ 0.21	\$ 6.41		\$ 1.40		\$ 15.41	BUSINESS DISSOLVED
19584	DEERING, ETHEL HILL	07			2022	2251410	\$ 10.73	\$ 0.30			\$ 1.10	\$ 110.00	\$ 122.13	SWMH VACANT FOR 30 YEARS

LL 9-8-22
Jlew 9-8-22

DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE SEPTEMBER 19, 2022

RELEASE NUMBER	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
19585	HOOKS, LARRY D. & WF GLENDA HOOKS	12			2022	010003733						\$ 220.00	\$ 220.00	ONLY ONE DWELLING ON PARCEL
19586	HUSSEY, FELICIA D.	07		16	2022	4264491	\$ 351.07	\$ 9.82		\$ 34.37		\$ 110.00	\$ 505.26	HOUSE VACANT-VALUE ADJUSTED
19587	JAMES, ROY CARROLL	08		24	2022	4379949	\$ 3.63	\$ 0.10			\$ 0.37		\$ 4.10	SOLD BOAT IN 2021
19588	JIMINEZ, LUIS ANTONIO	04		02	2022	4448656	\$ 49.74	\$ 1.39		\$ 4.52	\$ 5.57		\$ 61.22	MYT TRAILER STOLEN JULY 2020
19589	JIMINEZ, LUIS ANTONIO	04		02	2021	4448656	\$ 55.27	\$ 1.55		\$ 5.02	\$ 6.18		\$ 68.02	MYT TRAILER STOLEN JULY 2020
19590	DAIL, NORWOOD KEITH & WF PAULA	07			2022	2137614						\$ 31.05	\$ 31.05	APPLIED LATE FOR PRIVATE HAULER
19591	KENAN, MANDY HAYES	07			2022	4833495						\$ 110.00	\$ 110.00	SWMH VACANT
19592	KENNEDY, DONNIE LEE	08			2022	4873995	\$ 181.34	\$ 5.07			\$ 18.64		\$ 205.05	SOLD BOAT IN 2021
19593	KNOWLES, IVEY R. & WF ELIZABETH	10		17	2022	5026650	\$ 7.22	\$ 0.20		\$ 0.71			\$ 8.13	SOLD BOAT AND BOAT TRAILER
19594	LANIER, JOE	08		10	2022	10004244	\$ 14.30	\$ 0.40		\$ 1.40	\$ 1.61	\$ 110.00	\$ 127.71	SOLD SWMH IN 2021
19595	LATINOS PROPERTIES, LLC	07		03	2022	010003318	\$ 409.87	\$ 11.47		\$ 31.53			\$ 452.87	BILLED BUSINESS PERSONAL IN ERROR
19596	LEAR CORPORATION	13		03	2022	000000393	\$ 3,998.55	\$ 111.85		\$ 307.58			\$ 4,417.98	REDUCED VALUE ON REBUILT MACHINERY
19597	LEWIS, SHEILA K.				2022	5355789						\$ 220.00	\$ 220.00	OVER BILLED SOLID WASTE FEE
19598	LIRA, GABRIEL	04		02	2022	5537676	\$ 220.94	\$ 6.18		\$ 20.09		\$ 110.00	\$ 357.21	DWMH MOVED TO PARENT PARCEL
19599	LONGFELLOW, SHANNON	08		24	2022	5408205	\$ 100.48	\$ 2.81			\$ 10.33		\$ 113.62	SOLD BOAT IN 2021
19600	MATHIS, DERRICK D. & WF TASHAU	10			2022	5556093						\$ 110.00	\$ 110.00	NO DWELLING ON PARCEL
19601	MCDONOUGH, SHANNON	05			2022	010004964						\$ 110.00	\$ 110.00	BILLED SOLID WASTE FEE IN ERROR
19602	MCLEAN, JAMES W. & YVONNE	01		21	2022	5737340	\$ 403.26	\$ 11.28		\$ 39.48	\$ 45.40		\$ 499.42	AIRPLANE VALUE ADJUSTED
19603	MCMAHON, GARY A. & WF KAREN	07			2022	5742225						\$ 220.00	\$ 220.00	HOUSE & SWMH EMPTY 10+ YEARS
19604	MILLER, DIANE	07		05	2022	5898262	\$ 274.20	\$ 7.67		\$ 19.18			\$ 301.05	SIGNED ELDERLY EXEMPTION LATE
19605	MOBLEY, DERRICK SCOTT	07		05	2022	10002745	\$ 23.00	\$ 0.64		\$ 1.61	\$ 2.53		\$ 27.78	SOLD BOAT
19606	MOORE, ERNESTINE BONEY	09			2022	6111882						\$ 110.00	\$ 110.00	NO DWELLING ON PARCEL
19607	MOSELEY, JAMES E.	07		04	2022	6198933	\$ 1.79	\$ 0.05		\$ 0.11			\$ 1.95	TRAILER LISTED IN GEORGIA
19608	MURPH, KENNETH DAVID & WF	03			2022	6249054						\$ 110.00	\$ 110.00	SWMH VACANT
19609	MUSCADINE TIME, LLC	02		12	2022	000001377	\$ 37.75	\$ 1.06		\$ 3.43	\$ 4.22		\$ 46.46	BILLED ON INCORRECT VALUE
19610	NPRTO SOUTH-EAST, LLC	03		01	2022	000001612	\$ 11.87	\$ 0.33		\$ 0.44	\$ 1.26		\$ 13.90	BUSINESS BILLED IN ERROR-NO ASSETS
19611	OPTIMA KV, LLC	13		21	2022	000000407	\$ 18,659.05	\$ 521.93		\$ 1,826.76			\$ 21,007.74	EXEMPT BY DENR
19612	OPTIMA KV, LLC	13		21	2022	000000408	\$ 5,892.15	\$ 164.82		\$ 576.85			\$ 6,633.82	EXEMPT BY DENR
19613	OPTIMA KV, LLC	13		21	2022	000000409	\$ 10,498.34	\$ 293.66		\$ 1,027.81			\$ 11,819.81	EXEMPT BY DENR
19614	OPTIMA KV, LLC	13		21	2022	000000410	\$ 18,095.66	\$ 506.17		\$ 1,771.60			\$ 20,373.43	EXEMPT BY DENR
19615	OUTLAW, STANLEY WAYNE	04			2022	010004947						\$ 110.00	\$ 110.00	BILLED IN ERROR FOR SOLID WASTE
19616	OWEN, KRYSTLE LEIGH & HUS ALBERT	01			2022	010004686						\$ 110.00	\$ 110.00	BILLED IN ERROR FOR SOLID WASTE
19617	OWENS, FRANKIE L.	09		09	2022	6551943	\$ 275.28	\$ 7.70		\$ 34.65			\$ 317.63	PROPERTY SHOULD HAVE BEEN TRANSFERRED IN 2022
19618	PABLO-ANTONIO, GREGORIO & WF	03		01	2022	6562600	\$ 3.58	\$ 0.10		\$ 0.25	\$ 0.39		\$ 4.32	SWMH DESTROYED IN 2021
19619	PARKHURST, LAWRENCE ALLEN, JR	07			2022	10003618	\$ 95.57	\$ 2.67			\$ 9.82		\$ 108.06	TRUCK TAXED AT DMV
19620	PATE, CHRISTOPHER D.	12			2022	6655348						\$ 110.00	\$ 110.00	SWMH VACANT SINCE DEC. 2020
19621	PG SOLAR	03		19	2022	10003107	\$ 5,278.45	\$ 147.65		\$ 516.77	\$ 594.29		\$ 6,537.16	BUSINESS DOUBLE LISTED
19622	PICKETT, HENRY DONALD & KIMBERLY	07			2022	6813511						\$ 110.00	\$ 110.00	OFFICE BUILDING USED FOR STORAGE
19623	R & B INVESTMENTS OF BEULAVILLE, INC	07		16	2022	7159548				\$ 20.04			\$ 20.04	BILLED FOR FIRE DISTRICT IN ERROR
19624	RAYMOND LEASING CORP.	07			2022	000000513					\$ 11.09		\$ 11.09	BUSINESS PERSONAL LISTING NOT LATE
19625	RAYMOND LEASING CORP.	01			2022	7195611					\$ 434.91		\$ 434.91	BUSINESS PERSONAL LISTING NOT LATE
19626	RAYNOR FARM SERVICES	07			2022	7196095					\$ 152.94		\$ 152.94	BUSINESS PERSONAL LISTING NOT LATE
19627	RAYNOR, JERRY & WF	07		04	2022	7217581	\$ 288.14	\$ 8.06		\$ 18.46			\$ 314.66	DEED OF CORRECTION-ASSUMING LAND USE
19628	RAYNOR, JERRY & WF	07		04	2022	7217581	\$ 288.14	\$ 8.06		\$ 18.46			\$ 314.66	DEED OF CORRECTION-ASSUMING LAND USE
19629	RAYNOR, JERRY & WF	07		04	2022	7217581	\$ 288.14	\$ 8.06		\$ 18.46			\$ 314.66	DEED OF CORRECTION-ASSUMING LAND USE
19630	RAYNOR, JERRY & WF	07		04	2022	7217581	\$ 288.14	\$ 8.06		\$ 18.46			\$ 314.66	DEED OF CORRECTION-ASSUMING LAND USE
19631	ROBERT H. GOSLEE & ASSOC., PA	09			2022	7414729					\$ 17.80		\$ 17.80	BUSINESS PERSONAL LISTING NOT LATE
19632	RICH, JAMES EARL, & WF LINDA G. RICH	09	79		2022	7315700	\$ 2.15	\$ 0.06	\$ 1.86		\$ 0.41		\$ 4.48	MYT TRAILER LISTED IN PENDER CO.
19633	RIVER SIDE SAND & GRAVEL CO.	08		10	2022	7386430	\$ 5,182.33	\$ 144.96		\$ 507.36	\$ 583.47		\$ 6,418.12	BILLED ON LAST YEAR'S VALUE IN ERROR
19634	ROJAS, RAYMUNDO JOSIMAR	07		04	2022	7478071	\$ 27.23	\$ 0.76		\$ 1.74	\$ 2.97		\$ 32.70	SOLD MYT TRAILER
19635	RAYNOR, KATHY C.	09	79		2022	7218381			\$ 7.07	\$ 0.71			\$ 7.78	DOES NOT LIVE IN TOWN
19636	ROMERO, IRMA SUYAPA ACOSTA	09		18	2022	10003971	\$ 89.88	\$ 2.51		\$ 8.80	\$ 10.12	\$ 660.00	\$ 771.31	SWMH'S LISTED IN ERROR

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DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE SEPTEMBER 19, 2022

RELEASE NUMBER	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
19637	ROSE, ALLEN MORRIS	03		01	2022	7487497	\$ 7.61	\$ 0.21		\$ 0.53			\$ 8.35	SOLD MYT TRAILER
19638	SAFETY-KLEEN SYSTEMS, INC.	01			2022	7557840					\$ 1.51		\$ 1.51	BUSINESS PERSONAL LISTING NOT LATE
19639	SAFETY-KLEEN SYSTEMS, INC.	09			2022	000001181					\$ 0.68		\$ 0.68	BUSINESS PERSONAL LISTING NOT LATE
19640	SAINT MARY OF THE ANGELS	02		15	2022	010004563	\$ 250.97	\$ 7.02		\$ 17.55			\$ 275.54	EXEMPT PROPERTY
19641	SAINT MARY OF THE ANGELS	02		15	2022	010004563	\$ 102.96	\$ 2.88		\$ 7.20			\$ 113.04	EXEMPT PROPERTY
19642	SAINT MARY OF THE ANGELS	03		01	2022	010004565	\$ 35.75	\$ 1.00		\$ 2.50			\$ 39.25	EXEMPT PROPERTY
19643	SCRONCE, GLENDA L. & HUS JOSEPH	08			2022	010004823						\$ 110.00	\$ 110.00	BILLED SOLID WASTE FEE IN ERROR
19644	SMITH, CHRISTOPHER JOHN, JR.	11	77		2022	10003547	\$ 15.13	\$ 0.42	\$ 15.87				\$ 31.42	VALUE ON BOAT ADJUSTED PER BILL OF SALE
19645	SMITH, FRANCISCA	05		06	2022	7935295	\$ 14.30	\$ 0.40		\$ 1.50		\$ 110.00	\$ 126.20	SWMH MOVED TO ACCT# 10005250
19646	SMITH, JOHNATHAN	07		04	2022	7986222	\$ 25.53	\$ 0.71		\$ 1.64	\$ 2.79	\$ 110.00	\$ 140.67	SWMH DOUBLE LISTED
19647	SMITH, JOHNATHAN	07		04	2021	7986222	\$ 25.53	\$ 0.71		\$ 1.64	\$ 2.79	\$ 90.00	\$ 120.67	SWMH DOUBLE LISTED
19648	STEVE WILLIAMSON FARMS	03		01	2022	9743249	\$ 31.10	\$ 0.87		\$ 2.18	\$ 3.42		\$ 37.57	BILLED ON WRONG VALUE & PENALTY IN ERROR
19649	STRICKLAND, DANIELLE	09	79		2022	10002822	\$ 14.38	\$ 0.40	\$ 12.47		\$ 2.73		\$ 29.98	SOLD BOAT
19650	STRICKLAND, JEREMY SHAWN	09	79		2022	8278914	\$ 3.22	\$ 0.09	\$ 2.79		\$ 0.61		\$ 6.71	TURNED IN TAGS ON MYT TL TO DMV
19651	SWIN-AIRE INC	01		07	2022	8460214				\$ 149.38	\$ 14.94		\$ 164.32	BILLED FOR 2 FIRE DISTRICTS IN ERROR
19652	SWINSON, VICTOR LEE & PELMON HUDSON	02		01	2022	8478875	\$ 46.24	\$ 1.29		\$ 3.23	\$ 5.08		\$ 55.84	SOLD 2 MYT TRAILERS
19653	TAYLOR, CLIFTON	06			2022	8518139						\$ 110.00	\$ 110.00	HOUSE VACANT FOR 2 YEARS
19654	THE EUCLID CHEMICAL CO.	07		03	2022	000000831	\$ 16.27	\$ 0.46		\$ 1.25	\$ 1.80		\$ 19.78	BP-NO ASSETS IN LIMESTONE
19655	THE HILLMAN GROUP	09	79		2022	000000476	\$ 32.55	\$ 0.91	\$ 28.23		\$ 6.17		\$ 67.86	BP-NO ASSETS IN DUPLIN COUNTY
19656	THOMAS, SADARRYLA TONGIA	09	71		2022	8712727			\$ 6.00				\$ 6.00	SWMH NOT IN TOWN
19657	THOMPSON, JASPER A.	12			2022	8733933						\$ 31.05	\$ 31.05	APPLIED LATE FOR PRIVATE HAULER
19658	THOMPSON, MARTY ODELL	07		04	2022	8721500	\$ 14.32	\$ 0.40		\$ 0.92	\$ 1.56		\$ 17.20	SOLD 2 BOATS
19659	TOTAL RENAL CARE OF NC, LLC	13	72		2022	8774041	\$ 77.67	\$ 2.17	\$ 54.32				\$ 134.16	ASSETS THAT WERE DISPOSED
19660	QUINN, TOWNSEND	13		21	2022	0003349	\$ 967.04	\$ 27.05		\$ 94.68			\$ 1,088.77	VALUE REDUCED ON PLANE
19661	TURNER, CHARLES	02		02	2022	8820502				\$ 0.69			\$ 0.69	BILLED FIRE DISTRICT IN ERROR
19662	TURNER, EDGAR E. & WF MARY R.	07			2022	8823501						\$ 110.00	\$ 110.00	BILLED SOLID WASTE FEE IN ERROR
19663	WALLER, DIANE HARPER	05		06	2022	010002056	\$ 978.12	\$ 27.36		\$ 102.60			\$ 1,108.08	HOUSE ON WRONG PARCEL
19664	US BANK NATIONAL	08		10	2022	000000300				\$ 1.10			\$ 1.10	BILLED WRONG AMOUNT FOR FIRE DISTRICT
19665	US BANK NATIONAL	08		12	2022	000000300				\$ 4.42			\$ 4.42	NOTHING LISTED IN FIRE DISTRICT
19666	WHITFIELD, STEPHEN MARK	13		01	2022	9433099				\$ 21.06			\$ 21.06	ONLY PART OF PROPERTY IF FIRE DISTRICT
19667	WHITFIELD, STEPHEN MARK	13		21	2022	9433990				\$ 24.64			\$ 24.64	BILLED FOR INCORRECT FIRE DISTRICT
19668	WILLIAMS, JOHN S., LE	07		04	2022	9612711	\$ 14.30	\$ 0.40		\$ 0.92	\$ 1.56		\$ 17.18	SWMH DESTROYED IN 2021
19669	ZANETTA, LINDA LEAH & HUS LON JAMES	07		04	2022	9901969	\$ 85.80	\$ 2.40		\$ 5.50			\$ 93.70	PARCEL IS IN 07-4122 PER NEW SURVEY
19670	ZANETTA, LINDA LEAH & HUS LON JAMES	07		04	2021	9901969	\$ 85.80	\$ 2.40		\$ 5.50			\$ 93.70	PARCEL IS IN 07-4122 PER NEW SURVEY
19671	ZANETTA, LINDA LEAH & HUS LON JAMES	07		04	2020	9901969	\$ 85.80	\$ 2.40		\$ 5.50			\$ 93.70	PARCEL IS IN 07-4122 PER NEW SURVEY
19672	CALVARY CHURCH OF WALLACE, INC	09		11	2022	010004827	\$ 25.74	\$ 0.72		\$ 2.52			\$ 28.98	EXEMPT PROPERTY
19673	CALVARY CHURCH OF WALLACE, INC	09		08	2022	010004827				\$ 3.60			\$ 3.60	EXEMPT PROPERTY
19674	CALVARY CHURCH WALLACE, INC	09		11	2022	010004827	\$ 35.04	\$ 0.98		\$ 3.43			\$ 39.45	EXEMPT PROPERTY
19675	CALVARY CHURCH WALLACE, INC	09		08	2022	010004827				\$ 4.90			\$ 4.90	EXEMPT PROPERTY
19676	CALVARY CHURCH WALLACE, INC	09		11	2022	010004827	\$ 35.75	\$ 1.00		\$ 3.50			\$ 40.25	EXEMPT PROPERTY
19677	CALVARY CHURCH WALLACE, INC	09		08	2022	010004827				\$ 5.00			\$ 5.00	EXEMPT PROPERTY
19678	BARRIOS, ALFREDO & WF LEILA	11	77		2022	0284788	\$ 334.26	\$ 9.35	\$ 350.63				\$ 694.24	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19679	BENTON, HAROLD & WF BARBARA	09			2022	0475258	\$ 321.75	\$ 9.00					\$ 330.75	SHOULD HAVE RECEIVED VETERAN EXEMPTION
19680	BYRD, ARCHIE & WF ELIZABETH	07			2022	1422909	\$ 236.31	\$ 6.61					\$ 242.92	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19681	CAMPBELL, RHODA J.	08		10	2022	1472076	\$ 395.75	\$ 11.07		\$ 38.75			\$ 445.57	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19682	DOBSON, DORETHA	13		21	2022	2359260	\$ 178.75	\$ 5.00		\$ 17.50			\$ 201.25	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19683	EPLEY, CARY & WF ALICIA	07		10	2022	2566718	\$ 321.75	\$ 9.00		\$ 31.50			\$ 362.25	SHOULD HAVE RECEIVED VETERAN EXEMPTION
19684	EPPS, MARSHALL & WF JANET	07		10	2022	2567854	\$ 321.75	\$ 9.00		\$ 31.50			\$ 362.25	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19685	GARNER, PHYLLIS	03		02	2022	3081950	\$ 321.75	\$ 9.00		\$ 29.25			\$ 360.00	SHOULD HAVE RECEIVED VETERAN EXEMPTION
19686	GARRIS, SHARON	06		04	2022	3093787	\$ 243.46	\$ 6.81		\$ 15.60			\$ 265.87	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19687	HALSO, CLIFTON, JR.	08		05	2022	3508821	\$ 247.39	\$ 6.92		\$ 17.30			\$ 271.61	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19688	JONES, AMOS HUE	07		04	2022	010000533	\$ 429.36	\$ 12.01		\$ 27.50			\$ 468.87	SHOULD HAVE RECEIVED ELDERLY EXEMPTION

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Bill Number	Bill Year	Balance	Late Listing	Released Amount
2214273	2022	132.34	0.29	0.15
2228291	2022	1120.44	3.92	2.8
2240938	2022	5.9	0.82	0.31
2241053	2022	7.95	1.19	0.51
2241315	2022	34.1	4.7	1.76
2241409	2022	26.64	3.67	1.37
2241547	2022	8.07	1.11	0.41
2241548	2022	20.21	2.79	1.04
2241577	2022	21.3	3.19	1.37
2241584	2022	9.34	1.4	0.6
2241723	2022	13.04	1.8	0.33
2241753	2022	32.59	4.88	2.1
2241758	2022	2.57	0.36	0.13
2241772	2022	17.08	2.56	1.1
2241811	2022	32.77	4.91	2.12
2241812	2022	2.6	0.39	0.23
2241813	2022	30.23	4.53	1.96
2241924	2022	35.57	4.9	1.83
2241930	2022	8.65	1.3	0.56
2241947	2022	9.95	1.37	0.51
2241958	2022	35.24	4.86	1.82

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2241986	2022	17.29	2.59	1.12
2242024	2022	10.03	1.38	0.51
2242077	2022	4.44	0.61	0.22
2242180	2022	552.02	50.18	0.22
2242481	2022	2.64	0.36	0.13
2242558	2022	2.66	0.37	0.14
2242602	2022	18.55	2.56	0.96
2242608	2022	16.61	2.31	0.91
2243629	2022	17.29	2.59	1.12
2243652	2022	10.23	1.41	0.52
2243672	2022	5.97	0.82	0.3
2243700	2022	6.83	0.95	0.36
2244057	2022	4.76	0.66	0.25
2244080	2022	17.05	2.35	0.88
2244245	2022	20.83	3.12	1.34
2244299	2022	20.77	2.86	1.06
2244785	2022	7.68	1.06	0.39
2244932	2022	3.89	0.58	0.24
2244950	2022	16.16	2.23	0.83
2245193	2022	10.98	1.51	0.56
2245535	2022	17.29	2.59	1.12
2245790	2022	23.43	3.51	1.51

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2245830	2022	16.55	2.3	0.87
2245838	2022	17.07	2.37	0.9
2246248	2022	19.87	2.76	1.04
2246357	2022	4.64	0.64	0.24
2246595	2022	17.29	2.59	1.12
2246620	2022	17.29	2.59	1.12
2246711	2022	7.38	1.11	0.48
2246723	2022	17.05	2.35	0.88
2246760	2022	1.73	0.26	0.11
2246803	2022	17.29	2.59	1.12
2246894	2022	8.1	1.12	0.32
2246917	2022	17.29	2.59	1.12
2246975	2022	20.83	3.12	1.34
2246989	2022	20.83	3.12	1.34
2247036	2022	21.18	3.17	1.36
2247150	2022	10.51	1.45	0.54
2247359	2022	17.29	2.59	1.12
2247379	2022	3.89	0.58	0.24
2247399	2022	4.38	0.61	0.23
2247603	2022	6.63	0.92	0.34
2247724	2022	4.23	0.58	0.21
2247736	2022	17.29	2.59	1.12

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2247774	2022	18.85	2.82	1.21
2247931	2022	13.4	1.85	0.69
2248075	2022	17.05	2.35	0.88
2248237	2022	29.72	4.45	1.92
2248376	2022	17.29	2.59	1.12
2248477	2022	17.76	2.66	1.15
2248529	2022	1.08	0.16	0.06
2248584	2022	29.55	4.07	0.88
2248595	2022	4.06	0.56	0.21
2248649	2022	17.29	2.59	1.12
2248803	2022	3.84	0.53	0.2
2248853	2022	28.83	4.32	1.87
2248869	2022	17.05	2.35	0.88
2248897	2022	20.54	2.83	1.06
2249104	2022	3.89	0.58	0.25
2249192	2022	17.29	2.59	1.12
2249313	2022	17.18	2.37	0.89
2249447	2022	17.29	2.59	1.12
2249561	2022	21.47	2.96	1.11
2249573	2022	17.05	2.35	0.88
2249657	2022	3.89	0.58	0.25
2249700	2022	17.29	2.59	1.12

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2249918	2022	17.05	2.35	0.88
2249972	2022	16.73	2.31	0.87
2249983	2022	4.27	0.59	0.22
2250041	2022	7.98	1.1	0.41
2250061	2022	30.28	4.17	1.56
2250127	2022	2.03	0.28	0.1
2250169	2022	19.97	2.99	1.29
2250208	2022	5.78	0.8	0.3
2250235	2022	14.82	2.04	0.76
2250293	2022	4.74	0.66	0.25
2250357	2022	5.3	0.74	0.28
2250734	2022	7.77	1.08	0.45
2250841	2022	14.85	2.06	0.78
2251084	2022	34.1	4.7	1.29
2251110	2022	21.43	3.21	1.39
2251422	2022	11.64	1.74	0.75
2251545	2022	17.29	2.59	1.12
2251619	2022	25.61	3.56	1.35
2251654	2022	13.66	1.9	0.72
2251707	2022	9.92	1.37	0.51
2251778	2022	12.79	1.76	0.66
2251796	2022	6.48	0.97	0.42

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2251821	2022	18.38	2.53	0.94
2251847	2022	17.29	2.59	1.12
2251872	2022	3.41	0.47	0.18
2251885	2022	6.92	1.04	0.45
2252081	2022	17.07	2.37	0.9
2252113	2022	6	0.9	0.39
2252161	2022	17.05	2.35	0.88
2252270	2022	17.29	2.59	1.12
2252271	2022	17.29	2.59	1.12
2252310	2022	17.29	2.59	1.12
2252592	2022	22.27	3.09	1.17
2252611	2022	17.05	2.35	0.88
2252724	2022	17.13	2.36	0.88
2252951	2022	17.29	2.59	1.12
			TOTAL	103.48

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	\$347,573.01	\$9,694.40	\$238,968.58	\$2,268.16	\$4,804.51	\$3,181.05	\$606,489.71	THIS TICKET SHOULD BE VOIDED-ALREADY RELEASED IN AUGUST
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DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE SEPTEMBER 6, 2022

RELEASE NUMBER	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
19396	3 M COMPANY	13	72		2022	2701524	\$ 5.48	\$ 0.15	\$ 3.83		\$ 0.95		\$ 10.41	NO ASSETS IN DUPLIN CO. FOR 2022
19397	AMBROCIO, SOCORRO J. & WF MARIA	02			2022	0073977	\$ 1.43	\$ 0.04			\$ 0.15		\$ 1.62	MYT TRAILER DOUBLE LISTED
19398	ANDERSON, LESLIE WAYNE & WIFE	03		19	2022	0095350	\$ 2.86	\$ 0.08		\$ 0.28			\$ 3.22	STRUCTURES NO LONGER THERE
19399	ANDERSON, LESLIE WAYNE & WIFE	03		19	2022	010002661	\$ 153.01	\$ 4.28		\$ 14.98			\$ 172.27	CORRECTED ERRORS ON MISC. IMP. & LAND
19400	BB & T COMM. EQUIP. & CAPITAL CORP	01		07	2022	000000784	\$ 5,030.60	\$ 140.72		\$ 211.78	\$ 766.90		\$ 6,150.00	NO BUSINESS PERSONAL PROPERTY 2022
19401	BB & T COMM. EQUIP. & CAPITAL CORP	01	73		2022	000000784			\$ 2,285.93				\$ 2,285.93	NO BUSINESS PERSONAL PROPERTY 2022
19402	BALLARD, ROBERT CHARLES	09		13	2022	0242230	\$ 178.75	\$ 5.00		\$ 17.50			\$ 201.25	SIGNED LATE FOR ELDERLY EXEMPTION
19403	BOBIAK, DEBRA	02			2022	0672303	\$ 118.33	\$ 3.31					\$ 121.64	LEASEHOLD BUILDING SOLD 2022
19404	BONEY, SAM	11		17	2022	010003111	\$ 258.83	\$ 7.24		\$ 25.34		\$ 110.00	\$ 401.41	DWMH DOUBLE LISTED
19405	BOONE, CURTIS	01	70		2022	0756320			\$ 28.40				\$ 28.40	BILLED WRONG FOR TOWN OF CALYPSO
19406	BRADSHAW, PHILIP BLAKE	09		09	2022	01000416	\$ 424.78	\$ 11.88		\$ 53.47			\$ 490.13	VALUE ADJUSTED BY APPRAISER
19407	BRINSON & MADISON LLC	07			2022	010001969						\$ 90.00	\$ 90.00	SW FEE DOUBLED BY BIS WHEN AFTERLISTED
19408	BRINSON & MADISON LLC	07			2022	010001969						\$ 110.00	\$ 110.00	SW FEE DOUBLED BY BIS WHEN AFTERLISTED
19409	BROCK, NORMA RUSH	02			2022	1115600	\$ 178.75	\$ 5.00					\$ 183.75	SIGNED LATE FOR ELDERLY EXEMPTION
19410	BROWN, FLOYD L. & WF BRENDA	07		04	2022	1197688	\$ 178.75	\$ 5.00		\$ 11.45			\$ 195.20	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19411	BROWN, PATRICIA FAYE	08			2022	1277006						\$ 110.00	\$ 110.00	HOUSE VACANT-NOT LIVABLE
19412	BROWN, VANESSA F.	09		09	2022	1307550	\$ 265.27	\$ 7.42		\$ 33.39		\$ 110.00	\$ 416.08	DWMH GONE SINCE 2015
19413	BROWN, VANESSA F.	09		09	2021	1307550	\$ 265.27	\$ 7.42		\$ 33.39		\$ 90.00	\$ 396.08	DWMH GONE SINCE 2015
19414	BROWN, VANESSA F.	09		09	2020	1307550	\$ 265.27	\$ 7.42		\$ 33.39		\$ 90.00	\$ 396.08	DWMH GONE SINCE 2015
19415	BROWN, VANESSA F.	09		09	2019	1307550	\$ 265.27	\$ 7.42		\$ 33.39		\$ 90.00	\$ 396.08	DWMH GONE SINCE 2015
19416	BROWN, VANESSA F.	09		09	2018	1307550	\$ 265.27			\$ 22.26		\$ 90.00	\$ 377.53	DWMH GONE SINCE 2015
19417	BROWN, VANESSA F.	09		09	2017	1307550	\$ 257.85			\$ 22.26		\$ 90.00	\$ 370.11	DWMH GONE SINCE 2015
19418	BROWN, VANESSA F.	09		09	2016	1307550	\$ 267.18			\$ 14.64		\$ 90.00	\$ 371.82	DWMH GONE SINCE 2015
19419	BURTON, JOYCE	13	72		2022	1405468	\$ 433.65	\$ 12.13	\$ 303.25				\$ 749.03	SIGNED LATE FOR ELDERLY EXEMPTION
19420	BYRD, JEREMY DEAN & WF COURTNEY	12			2022	010003739	\$ 839.41	\$ 23.48					\$ 862.89	HOUSE BURNED 5/1/2021
19421	CARBON CYCLE NORTH CAROLINA	01	73		2022	10004223	\$ 290,711.71	\$ 8,131.80	\$ 231,756.19				\$ 530,599.70	EXEMPT BY DENR
19422	CHIRINOS, RUBEN & WF IRMA	11	77		2022	1852631	\$ 17.23	\$ 0.48	\$ 18.08		\$ 3.58		\$ 39.37	SOLD SWMH 10 YEARS AGO
19423	CHIRINOS, RUBEN & WF IRMA	11	77		2021	1852631	\$ 17.23	\$ 0.48	\$ 18.08		\$ 3.58		\$ 39.37	SOLD SWMH 10 YEARS AGO
19424	CHIRINOS, RUBEN & WF IRMA	11			2020	1852631	\$ 18.45	\$ 0.52			\$ 1.90		\$ 20.87	SOLD SWMH 10 YEARS AGO
19425	CHIRINOS, RUBEN & WF IRMA	11			2019	1852631	\$ 20.38	\$ 0.57			\$ 2.10		\$ 23.05	SOLD SWMH 10 YEARS AGO
19426	CHIRINOS, RUBEN & WF IRMA	11			2018	1852631	\$ 22.45				\$ 2.25		\$ 24.70	SOLD SWMH 10 YEARS AGO
19427	DAIL, NORWOOD KEITH & WF PAULA	07		04	2022	2137614	\$ 47.12	\$ 1.32		\$ 3.02			\$ 51.46	TRAILER VALUE ADJUSTED PER BILL OF SALE
19428	DAIL, NORWOOD KEITH & WF PAULA	07			2022	2137614						\$ 31.05	\$ 31.05	FILLED OUT PRIVATE HAULER FORM
19429	DAVIS, ELBERT JAMES & WF PATRICIA	03		15	2022	2189475	\$ 321.75	\$ 9.00		\$ 22.50			\$ 353.25	SHOULD HAVE RECEIVED DV EXEMPTION
19430	DAVIS, LUTHER, JR. LE & WF SWANNIE	09		09	2022	2212786	\$ 372.16	\$ 10.41		\$ 46.85			\$ 429.42	SIGNED LATE FOR ELDERLY EXEMPTION
19431	DIXON, EDNA C.	02		15	2022	2307675	\$ 258.47	\$ 7.23		\$ 18.08			\$ 283.78	SHOULD HAVE RECEIVED DISABILITY EXEMPTION
19432	DIXON, JOHN A. & WF DORIS	11	77		2022	2324400	\$ 321.75	\$ 9.00	\$ 337.50				\$ 668.25	DV EXEMPTION REMOVED IN ERROR
19433	DIXON, VICKIE LYNN	02		12	2022	2346053	\$ 173.03	\$ 4.84		\$ 15.73		\$ 110.00	\$ 303.60	HOUSE TORN DOWN NOVEMBER 2021
19434	DOUGLAS, SUE ZETTA	11	77		2022	010003041	\$ 266.70	\$ 7.46	\$ 279.75				\$ 553.91	SIGNED LATE FOR ELDERLY EXEMPTION
19435	DUPLIN COUNTY	07			2022	010003459						\$ 110.00	\$ 110.00	PROPERTY IS EXEMPT
19436	DUPLIN COUNTY	07			2022	010003411						\$ 110.00	\$ 110.00	PROPERTY IS EXEMPT
19437	COUNTY OF DUPLIN	07		04	2022	010005152	\$ 20.74	\$ 0.58		\$ 1.33			\$ 22.65	PROPERTY IS EXEMPT
19438	EDMUNDSON, WILLIAM R.	02		15	2022	2486545	\$ 341.06	\$ 9.54		\$ 23.85			\$ 374.45	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19439	EDWARDS, JAMES R.	07			2022	2504829	\$ 316.75	\$ 8.86					\$ 325.61	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19440	ENGLISH, DONNIE JAMES	09		09	2022	2542930	\$ 860.15	\$ 24.06		\$ 108.27		\$ 110.00	\$ 1,102.48	DWMH DOUBLE LISTED
19441	FAIR, AARON JOSEPH & WF KAREN	01		07	2022	010003302	\$ 321.75	\$ 9.00		\$ 31.50			\$ 362.25	SHOULD HAVE RECEIVED DV EXEMPTION
19442	FAIR, AARON JOSEPH & WF	01		07	2022	010003302	\$ 10.73	\$ 0.30		\$ 1.05			\$ 12.08	MOVED TO RESIDENTIAL FROM COMMERCIAL
19443	FENNELL, ALTON M.	11		17	2022	2797200	\$ 215.22	\$ 6.02		\$ 21.07			\$ 242.31	DWMH MOVED OFF 2021
19444	FUSSELL, DANIEL J., ETAL	11	77		2022	2982290	\$ 485.49	\$ 13.58	\$ 509.25				\$ 1,008.32	PROPERTY SHOULD HAVE BEEN TRANSFERRED
19445	GARCIA, TONY	13		21	2022	10002877	\$ 14.30	\$ 0.40		\$ 1.40	\$ 1.61	\$ 110.00	\$ 127.71	SWMH DOUBLE LISTED FOR 2022

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

RELEASE NUMBER	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
19446	GARCIA-CASTRO, ARGELIA	13		01	2022	3065218	\$ 14.30	\$ 0.40		\$ 1.00	\$ 1.57	\$ 110.00	\$ 127.27	MH MOVED AND PD AT CUMBERLAND CO.
19447	GIDDEONS, LEOPHAS	09			2022	010004619						\$ 110.00	\$ 110.00	LOT IS VACANT-DO DWELLING
19448	GRADY, MILTON RAY	13		21	2022	3245913				\$ 0.32			\$ 0.32	CHARGED WRONG FOR FIRE TAX
19449	GRADY, MILTON RAY & WF MARY	13		21	2022	3245751				\$ 2.13			\$ 2.13	CHARGED WRONG FOR FIRE TAX
19450	GUZMAN-RAMIREZ, RAUL	07		04	2022	3414283	\$ 202.99	\$ 5.67		\$ 13.00	\$ 22.17		\$ 243.83	SWMH IS A 1998 YEAR NOT 2018 YEAR
19451	GUZMAN-RAMIREZ, RAUL	07		04	2021	3414283	\$ 202.99	\$ 5.67		\$ 13.00	\$ 22.17		\$ 243.83	SWMH IS A 1998 YEAR NOT 2018 YEAR
19452	HALL, GARY MITCHELL	11		18	2022	3456207	\$ 14.30	\$ 0.40		\$ 1.40	\$ 1.60	\$ 110.00	\$ 127.70	SOLD SWMH IN 2011
19453	HALL, GARY MITCHELL	11		18	2021	3456207	\$ 14.30	\$ 0.40		\$ 1.40	\$ 1.60	\$ 90.00	\$ 107.70	SOLD SWMH IN 2011
19454	HALL, GARY MITCHELL	11		18	2020	3456207	\$ 14.30	\$ 0.40		\$ 1.40	\$ 1.60	\$ 90.00	\$ 107.70	SOLD SWMH IN 2011
19455	HALL, GARY MITCHELL	11			2019	3456207	\$ 14.30	\$ 0.40			\$ 1.47	\$ 90.00	\$ 106.17	SOLD SWMH IN 2011
19456	HAND, MARILYN MAE	01	73		2022	3533526	\$ 221.29	\$ 6.19	\$ 176.42				\$ 403.90	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19457	HEYWARD, EDWARD S. & WF JENNIFER	06		04	2022	3885784	\$ 321.75	\$ 9.00		\$ 20.61			\$ 351.36	SHOULD HAVE RECEIVED DV EXEMPTION
19458	HICKS, ESSIE PEARL	02		12	2022	3892854	\$ 269.56	\$ 7.54		\$ 24.51			\$ 301.61	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19459	HORNE, JAMES ERVIN & WF JUDITH ANN	13			2022	4103226	\$ 179.47	\$ 5.02				\$ 110.00	\$ 294.49	DWMH DELETED-WAS STILL BILLED
19460	JONES, HERBERT LEWIS	02		07	2022	4610051	\$ 412.92	\$ 11.55		\$ 40.42			\$ 464.89	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19461	JUDGE, LOIS	09	79		2022	4738100	\$ 109.40	\$ 3.06	\$ 94.86				\$ 207.32	PARCEL 09-674 IS SAME AS 09-678
19462	JUDGE, LOIS	09	79		2021	4738100	\$ 109.40	\$ 3.06	\$ 94.86				\$ 207.32	PARCEL 09-674 IS SAME AS 09-678
19463	JUDGE, LOIS	09			2020	4738100	\$ 109.40	\$ 3.06					\$ 112.46	PARCEL 09-674 IS SAME AS 09-678
19464	JUDGE, LOIS	09			2019	4738100	\$ 109.40	\$ 3.06					\$ 112.46	PARCEL 09-674 IS SAME AS 09-678
19465	JUDGE, LOIS	09			2018	4738100	\$ 109.40						\$ 109.40	PARCEL 09-674 IS SAME AS 09-678
19466	KELLY, CLEVELAND	08		10	2022	4786209	\$ 321.75	\$ 9.00		\$ 31.50			\$ 362.25	SHOULD HAVE RECEIVED DV EXEMPTION
19467	KORNEGAY, JERRY NELSON	05		06	2022	5068266	\$ 22.39	\$ 0.63		\$ 2.35			\$ 25.37	MYT TRAILER LISTED IN ERROR
19468	LARKIN, RODNEY	09		18	2022	010002168	\$ 746.46	\$ 20.88		\$ 73.08			\$ 840.42	SHOULD HAVE RECEIVED DISABILITY EXEMPTION
19469	MCQUEEN, DANIEL JEROME & WF ANNIE	09	79		2022	5762447	\$ 321.75	\$ 9.00	\$ 279.00				\$ 609.75	SHOULD HAVE RECEIVED DV EXEMPTION
19470	MOBLEY, BETTY ALBERTSON	07		04	2022	010001354	\$ 592.74	\$ 16.58		\$ 37.97			\$ 647.29	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19471	NOLASCO, SIRIA	13			2022	6433526	\$ 316.03	\$ 8.84				\$ 110.00	\$ 434.87	LEASEHOLD CARD COMBINED 13-580-1
19472	OSTHEIM, MARK & WF PHILLIS	03		01	2022	6497950	\$ 321.75	\$ 9.00		\$ 22.50			\$ 353.25	SHOULD HAVE RECEIVED DV EXEMPTION
19473	OREGON-RAMIREZ, ALBERTO	04		02	2022	6495456	\$ 9.14	\$ 0.26		\$ 0.83	\$ 1.02		\$ 11.25	SOLD MYT TRAILER IN 2014
19474	OREGON-RAMIREZ, ALBERTO	04		02	2021	6495456	\$ 10.15	\$ 0.28		\$ 0.92	\$ 1.14		\$ 12.49	SOLD MYT TRAILER IN 2014
19475	OREGON-RAMIREZ, ALBERTO	04		02	2020	6495456	\$ 10.15	\$ 0.28		\$ 0.92			\$ 11.35	SOLD MYT TRAILER IN 2014
19476	OREGON-RAMIREZ, ALBERTO	04		02	2019	6495456	\$ 10.15	\$ 0.28		\$ 0.92	\$ 1.14		\$ 12.49	SOLD MYT TRAILER IN 2014
19477	OREGON-RAMIREZ, ALBERTO	04		02	2018	6495456	\$ 11.03			\$ 1.00	\$ 1.20		\$ 13.23	SOLD MYT TRAILER IN 2014
19478	ORTIZ, DEBBIE J.	04		02	2022	6496914	\$ 178.75	\$ 5.00		\$ 16.25			\$ 200.00	SIGNED FOR DISABILITY EXEMPTION LATE
19479	PARKER, DAVID ANTONIA	13		21	2022	6601049	\$ 14.30	\$ 0.40		\$ 1.40	\$ 1.61	\$ 110.00	\$ 127.71	SWMH SOLD WITH LAND 13-527
19480	PARKER, DAVID ANTONIA	13		21	2021	6601049	\$ 14.30	\$ 0.40		\$ 1.40	\$ 1.61	\$ 90.00	\$ 107.71	SWMH SOLD WITH LAND 13-527
19481	PETERSON, JANICE K. ROBINSON	09	79		2022	6747309	\$ 321.75	\$ 9.00	\$ 279.00				\$ 609.75	SHOULD HAVE RECEIVED DV EXEMPTION
19482	PROFFITT, ROBERT JACKSON, JR.	09		09	2022	7083576	\$ 14.30	\$ 0.40		\$ 1.80			\$ 16.50	COUNTY BOUGHT PROPERTY AS FLOOD BUYOUT 2/2021
19483	ROGERS, LULA MAE	11	77		2022	7465900	\$ 202.70	\$ 5.67	\$ 212.63				\$ 421.00	SIGNED LATE FOR ELDERLY EXEMPTION
19484	ROSE HILL FIREMEN, INC	11	77		2022	010002211	\$ 357.50	\$ 10.00	\$ 375.00				\$ 742.50	PROPERTY QUALIFIES FOR EXEMPTION
19485	ROSE HILL FIREMEN, INC	11	77		2021	010002211	\$ 357.50	\$ 10.00	\$ 375.00				\$ 742.50	PROPERTY QUALIFIES FOR EXEMPTION
19486	ROYAL, PATRICIA A. KELLY	02		07	2022	7545448	\$ 334.62	\$ 9.36		\$ 32.76			\$ 376.74	SIGNED LATE FOR ELDERLY EXEMPTION
19487	SANDERSON, WILLIAM & WF DEBRA	13		21	2022	7618375	\$ 412.20	\$ 11.53		\$ 40.36			\$ 464.09	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19488	SHARPLESS, ALMA	08		10	2022	7725830	\$ 25.74	\$ 0.72		\$ 2.52			\$ 28.98	DEFERRED BILLED TWICE IN ERROR
19489	SHARPLESS, ALMA	08		10	2022	7725830	\$ 25.74	\$ 0.72		\$ 2.52			\$ 28.98	DEFERRED BILLED TWICE IN ERROR
19490	SHARPLESS, ALMA	08		10	2022	7725830	\$ 25.74	\$ 0.72		\$ 2.52			\$ 28.98	DEFERRED BILLED TWICE IN ERROR
19491	SHARPLESS, ALMA	08			2022	7725830	\$ 25.74	\$ 0.72					\$ 26.46	DEFERRED BILLED TWICE IN ERROR
19492	SMITH, PAUL I.	06		04	2022	8037500	\$ 375.38	\$ 10.50		\$ 24.05			\$ 409.93	DWMH BURNED 12/2021
19493	SOUTHERN PRODUCE	02			2022	000001729	\$ 21,823.91	\$ 610.46			\$ 3,952.72		\$ 26,387.09	DOUBLE LISTED
19494	STOKES, MELVIN D. & WF DEBRA	09		13	2022	8257902	\$ 226.66	\$ 6.34		\$ 22.19			\$ 255.19	SIGNED LATE FOR ELDERLY EXEMPTION
19495	TATE, VALLENA	07		04	2022	8502600	\$ 178.75	\$ 5.00		\$ 11.45			\$ 195.20	SHOULD HAVE RECEIVED ELDERLY EXEMPTION

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

RELEASE NUMBER	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
19396	3 M COMPANY	13	72		2022	2701524	\$ 5.48	\$ 0.15	\$ 3.83		\$ 0.95		\$ 10.41	NO ASSETS IN DUPLIN CO. FOR 2022
19397	AMBROCIO, SOCORRO J. & WF MARIA	02			2022	0073977	\$ 1.43	\$ 0.04			\$ 0.15		\$ 1.62	MYT TRAILER DOUBLE LISTED
19398	ANDERSON, LESLIE WAYNE & WIFE	03		19	2022	0095350	\$ 2.86	\$ 0.08		\$ 0.28			\$ 3.22	STRUCTURES NO LONGER THERE
19399	ANDERSON, LESLIE WAYNE & WIFE	03		19	2022	010002661	\$ 153.01	\$ 4.28		\$ 14.98			\$ 172.27	CORRECTED ERRORS ON MISC. IMP. & LAND
19400	BB & T COMM. EQUIP. & CAPITAL CORP	01		07	2022	000000784	\$ 5,030.60	\$ 140.72		\$ 211.78	\$ 766.90		\$ 6,150.00	NO BUSINESS PERSONAL PROPERTY 2022
19401	BB & T COMM. EQUIP. & CAPITAL CORP	01	73		2022	000000784			\$ 2,285.93				\$ 2,285.93	NO BUSINESS PERSONAL PROPERTY 2022
19402	BALLARD, ROBERT CHARLES	09		13	2022	0242230	\$ 178.75	\$ 5.00		\$ 17.50			\$ 201.25	SIGNED LATE FOR ELDERLY EXEMPTION
19403	BOBIK, DEBRA	02			2022	0672303	\$ 118.33	\$ 3.31					\$ 121.64	LEASEHOLD BUILDING SOLD 2022
19404	BONEY, SAM	11		17	2022	010003111	\$ 258.83	\$ 7.24		\$ 25.34		\$ 110.00	\$ 401.41	DWMH DOUBLE LISTED
19405	BOONE, CURTIS	01	70		2022	0756320			\$ 28.40				\$ 28.40	BILLED WRONG FOR TOWN OF CALYPSO
19406	BRADSHAW, PHILIP BLAKE	09		09	2022	01000416	\$ 424.78	\$ 11.88		\$ 53.47			\$ 490.13	VALUE ADJUSTED BY APPRAISER
19407	BRINSON & MADISON LLC	07			2022	010001969						\$ 90.00	\$ 90.00	SW FEE DOUBLED BY BIS WHEN AFTERLISTED
19408	BRINSON & MADISON LLC	07			2022	010001969						\$ 110.00	\$ 110.00	SW FEE DOUBLED BY BIS WHEN AFTERLISTED
19409	BROCK, NORMA RUSH	02			2022	1115600	\$ 178.75	\$ 5.00					\$ 183.75	SIGNED LATE FOR ELDERLY EXEMPTION
19410	BROWN, FLOYD L. & WF BRENDA	07		04	2022	1197688	\$ 178.75	\$ 5.00		\$ 11.45			\$ 195.20	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19411	BROWN, PATRICIA FAYE	08			2022	1277006						\$ 110.00	\$ 110.00	HOUSE VACANT-NOT LIVABLE
19412	BROWN, VANESSA F.	09		09	2022	1307550	\$ 265.27	\$ 7.42		\$ 33.39		\$ 110.00	\$ 416.08	DWMH GONE SINCE 2015
19413	BROWN, VANESSA F.	09		09	2021	1307550	\$ 265.27	\$ 7.42		\$ 33.39		\$ 90.00	\$ 396.08	DWMH GONE SINCE 2015
19414	BROWN, VANESSA F.	09		09	2020	1307550	\$ 265.27	\$ 7.42		\$ 33.39		\$ 90.00	\$ 396.08	DWMH GONE SINCE 2015
19415	BROWN, VANESSA F.	09		09	2019	1307550	\$ 265.27	\$ 7.42		\$ 33.39		\$ 90.00	\$ 396.08	DWMH GONE SINCE 2015
19416	BROWN, VANESSA F.	09		09	2018	1307550	\$ 265.27			\$ 22.26		\$ 90.00	\$ 377.53	DWMH GONE SINCE 2015
19417	BROWN, VANESSA F.	09		09	2017	1307550	\$ 257.85			\$ 22.26		\$ 90.00	\$ 370.11	DWMH GONE SINCE 2015
19418	BROWN, VANESSA F.	09		09	2016	1307550	\$ 267.18			\$ 14.64		\$ 90.00	\$ 371.82	DWMH GONE SINCE 2015
19419	BURTON, JOYCE	13	72		2022	1405468	\$ 433.65	\$ 12.13	\$ 303.25				\$ 749.03	SIGNED LATE FOR ELDERLY EXEMPTION
19420	BYRD, JEREMY DEAN & WF COURTNEY	12			2022	010003739	\$ 839.41	\$ 23.48					\$ 862.89	HOUSE BURNED 5/1/2021
19421	CARBON CYCLE NORTH CAROLINA	01	73		2022	10004223	\$ 290,711.71	\$ 8,131.80	\$ 231,756.19				\$ 530,599.70	EXEMPT BY DENR
19422	CHIRINOS, RUBEN & WF IRMA	11	77		2022	1852631	\$ 17.23	\$ 0.48	\$ 18.08		\$ 3.58		\$ 39.37	SOLD SWMH 10 YEARS AGO
19423	CHIRINOS, RUBEN & WF IRMA	11	77		2021	1852631	\$ 17.23	\$ 0.48	\$ 18.08		\$ 3.58		\$ 39.37	SOLD SWMH 10 YEARS AGO
19424	CHIRINOS, RUBEN & WF IRMA	11			2020	1852631	\$ 18.45	\$ 0.52			\$ 1.90		\$ 20.87	SOLD SWMH 10 YEARS AGO
19425	CHIRINOS, RUBEN & WF IRMA	11			2019	1852631	\$ 20.38	\$ 0.57			\$ 2.10		\$ 23.05	SOLD SWMH 10 YEARS AGO
19426	CHIRINOS, RUBEN & WF IRMA	11			2018	1852631	\$ 22.45				\$ 2.25		\$ 24.70	SOLD SWMH 10 YEARS AGO
19427	DAIL, NORWOOD KEITH & WF PAULA	07		04	2022	2137614	\$ 47.12	\$ 1.32		\$ 3.02			\$ 51.46	TRAILER VALUE ADJUSTED PER BILL OF SALE
19428	DAIL, NORWOOD KEITH & WF PAULA	07			2022	2137614						\$ 31.05	\$ 31.05	FILLED OUT PRIVATE HAULER FORM
19429	DAVIS, ELBERT JAMES & WF PATRICIA	03		15	2022	2189475	\$ 321.75	\$ 9.00		\$ 22.50			\$ 353.25	SHOULD HAVE RECEIVED DV EXEMPTION
19430	DAVIS, LUTHER, JR. LE & WF SWANNIE	09		09	2022	2212786	\$ 372.16	\$ 10.41		\$ 46.85			\$ 429.42	SIGNED LATE FOR ELDERLY EXEMPTION
19431	DIXON, EDNA C.	02		15	2022	2307675	\$ 258.47	\$ 7.23		\$ 18.08			\$ 283.78	SHOULD HAVE RECEIVED DISABILITY EXEMPTION
19432	DIXON, JOHN A. & WF DORIS	11	77		2022	2324400	\$ 321.75	\$ 9.00	\$ 337.50				\$ 668.25	DV EXEMPTION REMOVED IN ERROR
19433	DIXON, VICKIE LYNN	02		12	2022	2346053	\$ 173.03	\$ 4.84		\$ 15.73		\$ 110.00	\$ 303.60	HOUSE TORN DOWN NOVEMBER 2021
19434	DOUGLAS, SUE ZETTA	11	77		2022	010003041	\$ 266.70	\$ 7.46	\$ 279.75				\$ 553.91	SIGNED LATE FOR ELDERLY EXEMPTION
19435	DUPLIN COUNTY	07			2022	010003459						\$ 110.00	\$ 110.00	PROPERTY IS EXEMPT
19436	DUPLIN COUNTY	07			2022	010003411						\$ 110.00	\$ 110.00	PROPERTY IS EXEMPT
19437	COUNTY OF DUPLIN	07		04	2022	010005152	\$ 20.74	\$ 0.58		\$ 1.33			\$ 22.65	PROPERTY IS EXEMPT
19438	EDMUNDSON, WILLIAM R.	02		15	2022	2486545	\$ 341.06	\$ 9.54		\$ 23.85			\$ 374.45	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19439	EDWARDS, JAMES R.	07			2022	2504829	\$ 316.75	\$ 8.86					\$ 325.61	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19440	ENGLISH, DONNIE JAMES	09		09	2022	2542930	\$ 860.15	\$ 24.06		\$ 108.27		\$ 110.00	\$ 1,102.48	DWMH DOUBLE LISTED
19441	FAIR, AARON JOSEPH & WF KAREN	01		07	2022	010003302	\$ 321.75	\$ 9.00		\$ 31.50			\$ 362.25	SHOULD HAVE RECEIVED DV EXEMPTION
19442	FAIR, AARON JOSEPH & WF	01		07	2022	010003302	\$ 10.73	\$ 0.30		\$ 1.05			\$ 12.08	MOVED TO RESIDENTIAL FROM COMMERCIAL
19443	FENNELL, ALTON M.	11		17	2022	2797200	\$ 215.22	\$ 6.02		\$ 21.07			\$ 242.31	DWMH MOVED OFF 2021
19444	FUSSELL, DANIEL J., ETAL	11	77		2022	2982290	\$ 485.49	\$ 13.58	\$ 509.25				\$ 1,008.32	PROPERTY SHOULD HAVE BEEN TRANSFERRED
19445	GARCIA, TONY	13		21	2022	10002877	\$ 14.30	\$ 0.40		\$ 1.40	\$ 1.61	\$ 110.00	\$ 127.71	SWMH DOUBLE LISTED FOR 2022

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

RELEASE NUMBER	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY	TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE					
19446	GARCIA-CASTRO, ARGELIA	13		01	2022	3065218	\$	14.30	\$	0.40		\$	1.00	\$	1.57	\$	110.00	\$	127.27	MH MOVED AND PD AT CUMBERLAND CO.
19447	GIDDEONS, LEOPHAS	09			2022	010004619							\$	110.00	\$	110.00				LOT IS VACANT-DO DWELLING
19448	GRADY, MILTON RAY	13		21	2022	3245913					\$	0.32			\$	0.32				CHARGED WRONG FOR FIRE TAX
19449	GRADY, MILTON RAY & WF MARY	13		21	2022	3245751					\$	2.13			\$	2.13				CHARGED WRONG FOR FIRE TAX
19450	GUZMAN-RAMIREZ, RAUL	07		04	2022	3414283	\$	202.99	\$	5.67		\$	13.00	\$	22.17		\$	243.83		SWMH IS A 1998 YEAR NOT 2018 YEAR
19451	GUZMAN-RAMIREZ, RAUL	07		04	2021	3414283	\$	202.99	\$	5.67		\$	13.00	\$	22.17		\$	243.83		SWMH IS A 1998 YEAR NOT 2018 YEAR
19452	HALL, GARY MITCHELL	11		18	2022	3456207	\$	14.30	\$	0.40		\$	1.40	\$	1.60	\$	110.00	\$	127.70	SOLD SWMH IN 2011
19453	HALL, GARY MITCHELL	11		18	2021	3456207	\$	14.30	\$	0.40		\$	1.40	\$	1.60	\$	90.00	\$	107.70	SOLD SWMH IN 2011
19454	HALL, GARY MITCHELL	11		18	2020	3456207	\$	14.30	\$	0.40		\$	1.40	\$	1.60	\$	90.00	\$	107.70	SOLD SWMH IN 2011
19455	HALL, GARY MITCHELL	11			2019	3456207	\$	14.30	\$	0.40			\$	1.47	\$	90.00	\$	106.17		SOLD SWMH IN 2011
19456	HAND, MARILYN MAE	01	73		2022	3533526	\$	221.29	\$	6.19	\$	176.42			\$	403.90				SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19457	HEYWARD, EDWARD S. & WF JENNIFER	06		04	2022	3885784	\$	321.75	\$	9.00		\$	20.61			\$	351.36			SHOULD HAVE RECEIVED DV EXEMPTION
19458	HICKS, ESSIE PEARL	02		12	2022	3892854	\$	269.56	\$	7.54		\$	24.51			\$	301.61			SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19459	HORNE, JAMES ERVIN & WF JUDITH ANN	13			2022	4103226	\$	179.47	\$	5.02			\$	110.00	\$	294.49				DWMH DELETED-WAS STILL BILLED
19460	JONES, HERBERT LEWIS	02		07	2022	4610051	\$	412.92	\$	11.55		\$	40.42			\$	464.89			SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19461	JUDGE, LOIS	09	79		2022	4738100	\$	109.40	\$	3.06	\$	94.86				\$	207.32			PARCEL 09-674 IS SAME AS 09-678
19462	JUDGE, LOIS	09	79		2021	4738100	\$	109.40	\$	3.06	\$	94.86				\$	207.32			PARCEL 09-674 IS SAME AS 09-678
19463	JUDGE, LOIS	09			2020	4738100	\$	109.40	\$	3.06						\$	112.46			PARCEL 09-674 IS SAME AS 09-678
19464	JUDGE, LOIS	09			2019	4738100	\$	109.40	\$	3.06						\$	112.46			PARCEL 09-674 IS SAME AS 09-678
19465	JUDGE, LOIS	09			2018	4738100	\$	109.40								\$	109.40			PARCEL 09-674 IS SAME AS 09-678
19466	KELLY, CLEVELAND	08		10	2022	4786209	\$	321.75	\$	9.00		\$	31.50			\$	362.25			SHOULD HAVE RECEIVED DV EXEMPTION
19467	KORNEGAY, JERRY NELSON	05		06	2022	5068266	\$	22.39	\$	0.63		\$	2.35			\$	25.37			MYT TRAILER LISTED IN ERROR
19468	LARKIN, RODNEY	09		18	2022	010002168	\$	746.46	\$	20.88		\$	73.08			\$	840.42			SHOULD HAVE RECEIVED DISABILITY EXEMPTION
19469	MCQUEEN, DANIEL JEROME & WF ANNIE	09	79		2022	5762447	\$	321.75	\$	9.00	\$	279.00				\$	609.75			SHOULD HAVE RECEIVED DV EXEMPTION
19470	MOBLEY, BETTY ALBERTSON	07		04	2022	010001354	\$	592.74	\$	16.58		\$	37.97			\$	647.29			SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19471	NOLASCO, SIRIA	13			2022	6433526	\$	316.03	\$	8.84			\$	110.00	\$	434.87				LEASEHOLD CARD COMBINED 13-580-1
19472	OSTHEIM, MARK & WF PHILLIS	03		01	2022	6497950	\$	321.75	\$	9.00		\$	22.50			\$	353.25			SHOULD HAVE RECEIVED DV EXEMPTION
19473	OREGON-RAMIREZ, ALBERTO	04		02	2022	6495456	\$	9.14	\$	0.26		\$	0.83	\$	1.02		\$	11.25		SOLD MYT TRAILER IN 2014
19474	OREGON-RAMIREZ, ALBERTO	04		02	2021	6495456	\$	10.15	\$	0.28		\$	0.92	\$	1.14		\$	12.49		SOLD MYT TRAILER IN 2014
19475	OREGON-RAMIREZ, ALBERTO	04		02	2020	6495456	\$	10.15	\$	0.28		\$	0.92			\$	11.35			SOLD MYT TRAILER IN 2014
19476	OREGON-RAMIREZ, ALBERTO	04		02	2019	6495456	\$	10.15	\$	0.28		\$	0.92	\$	1.14		\$	12.49		SOLD MYT TRAILER IN 2014
19477	OREGON-RAMIREZ, ALBERTO	04		02	2018	6495456	\$	11.03				\$	1.00	\$	1.20		\$	13.23		SOLD MYT TRAILER IN 2014
19478	ORTIZ, DEBBIE J.	04		02	2022	6496914	\$	178.75	\$	5.00		\$	16.25			\$	200.00			SIGNED FOR DISABILITY EXEMPTION LATE
19479	PARKER, DAVID ANTONIA	13		21	2022	6601049	\$	14.30	\$	0.40		\$	1.40	\$	1.61	\$	110.00	\$	127.71	SWMH SOLD WITH LAND 13-527
19480	PARKER, DAVID ANTONIA	13		21	2021	6601049	\$	14.30	\$	0.40		\$	1.40	\$	1.61	\$	90.00	\$	107.71	SWMH SOLD WITH LAND 13-527
19481	PETERSON, JANICE K. ROBINSON	09	79		2022	6747309	\$	321.75	\$	9.00	\$	279.00				\$	609.75			SHOULD HAVE RECEIVED DV EXEMPTION
19482	PROFFITT, ROBERT JACKSON, JR.	09		09	2022	7083576	\$	14.30	\$	0.40		\$	1.80			\$	16.50			COUNTY BOUGHT PROPERTY AS FLOOD BUYOUT 2/2021
19483	ROGERS, LULA MAE	11	77		2022	7465900	\$	202.70	\$	5.67	\$	212.63				\$	421.00			SIGNED LATE FOR ELDERLY EXEMPTION
19484	ROSE HILL FIREMEN, INC	11	77		2022	010002211	\$	357.50	\$	10.00	\$	375.00				\$	742.50			PROPERTY QUALIFIES FOR EXEMPTION
19485	ROSE HILL FIREMEN, INC	11	77		2021	010002211	\$	357.50	\$	10.00	\$	375.00				\$	742.50			PROPERTY QUALIFIES FOR EXEMPTION
19486	ROYAL, PATRICIA A. KELLY	02		07	2022	7545448	\$	334.62	\$	9.36		\$	32.76			\$	376.74			SIGNED LATE FOR ELDERLY EXEMPTION
19487	SANDERSON, WILLIAM & WF DEBRA	13		21	2022	7618375	\$	412.20	\$	11.53		\$	40.36			\$	464.09			SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19488	SHARPLESS, ALMA	08		10	2022	7725830	\$	25.74	\$	0.72		\$	2.52			\$	28.98			DEFERRED BILLED TWICE IN ERROR
19489	SHARPLESS, ALMA	08		10	2022	7725830	\$	25.74	\$	0.72		\$	2.52			\$	28.98			DEFERRED BILLED TWICE IN ERROR
19490	SHARPLESS, ALMA	08		10	2022	7725830	\$	25.74	\$	0.72		\$	2.52			\$	28.98			DEFERRED BILLED TWICE IN ERROR
19491	SHARPLESS, ALMA	08			2022	7725830	\$	25.74	\$	0.72						\$	26.46			DEFERRED BILLED TWICE IN ERROR
19492	SMITH, PAUL I.	06		04	2022	8037500	\$	375.38	\$	10.50		\$	24.05			\$	409.93			DWMH BURNED 12/2021
19493	SOUTHERN PRODUCE	02			2022	000001729	\$	21,823.91	\$	610.46			\$	3,952.72		\$	26,387.09			DOUBLE LISTED
19494	STOKES, MELVIN D. & WF DEBRA	09		13	2022	8257902	\$	226.66	\$	6.34		\$	22.19			\$	255.19			SIGNED LATE FOR ELDERLY EXEMPTION
19495	TATE, VALLENA	07		04	2022	8502600	\$	178.75	\$	5.00		\$	11.45			\$	195.20			SHOULD HAVE RECEIVED ELDERLY EXEMPTION

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Amore

THIS TICKET SHOULD BE VOIDED-ALREADY RELEASED IN AUGUST

THIS TICKET SHOULD BE VOIDED-ALREADY RELEASED IN AUGUST

County of Duplin

Office of the County Commissioners



**RESOLUTION TO APPROVE
DUPLIN COUNTY EMPLOYEE PERSONNEL POLICIES**

**State of North Carolina
County of Duplin**

WHEREAS, Article 5 of Chapter 153A of the North Carolina Statutes authorizes a Board of Commissioners to establish a personnel system; and

WHEREAS, the Duplin County Board of Commissioners desires to make Employee Personnel Policies available to all employees for their use and application effective September 6th, 2022; and

WHEREAS, the Duplin County Board of Commissioners has developed personnel policies that promote consistent human resource management practices and procedures throughout all applicable County departments; and

WHEREAS, it is in the best interest of the citizens and employees of Duplin County to adopt these personnel policies by resolution rather than by ordinance in order to avoid claims of detrimental reliance and preserve the County's ability to flexibly adjust and change the policies as may be necessary in the future.

NOW, THEREFORE BE IT RESOLVED:

That the following resolution creating a personnel system is adopted, and all prior resolutions and policies in any way effecting the organization of the personnel system of the County is hereby repealed; and

That the Duplin County Employee Personnel Policies manual is approved with the effective date of September 6th, 2022.

This 6th day of September, 2022

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

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



DUPLIN COUNTY HEALTH DEPARTMENT
340 Seminary Street / PO Box 948
910-296-2130

Date: 09/09/2022

Bad Debt & Deceased Write off for Duplin County EMS

Bad Debt Service Date Write Off: October 2007 thru September 2012

Amount to be written off: \$452,907.85

County Manager

Date

Chairman – County Commissioners

Date

03/10/12	102.75		
05/15/12	102.75		
07/05/12	102.54		
07/24/12	111.99		
08/10/12	102.75		
05/13/12	32.27		
03/28/12	614		
09/08/12	75.9		
06/18/09	25		
07/26/12	770.7		
12/25/11	980.69		
01/30/12	97		
06/06/12	119.55		
10/20/11	523.56		
01/25/12	71.53		
11/07/11	456.4		
12/25/11	533.05		
12/27/11	516.35		
12/30/11	622.65		
01/01/12	515.3		
01/07/12	521.6		
01/08/12	515.3		
01/10/12	516.35		
02/25/12	515.3		
04/08/12	521.6		
05/05/12	520.55		
07/18/12	515.3		
08/28/12	515.3		
08/29/12	521.6		
09/22/12	518.45		
08/03/12	632.9		
09/19/12	498.02		
03/02/12	763.35		
11/05/11	93.52		
12/01/11	93.52		
06/30/12	735		
09/01/12	117.71		
03/26/12	341.85		
08/15/12	621.35		
02/27/12	555.2		
06/19/12	95.19		
07/28/12	294.72		
06/30/12	417.78		
05/21/12	609.8		
06/03/12	551		
12/22/11	766.5		
11/02/09	122.94		
07/14/12	553.1		
07/20/12	58.45		
08/24/12	325.97		
12/23/11	647.85		
03/02/12	618.45		

12/13/11	573.3		
09/29/12	551		
05/30/12	296.08		
11/02/11	519.5		
04/04/12	12.96		
04/04/12	19.62		
02/05/12	638.15		
01/28/12	516.35		
07/07/12	9.3		
02/09/12	1,098.30		
07/07/12	240.37		
12/06/11	49.45		
08/04/12	745.5		
04/16/12	649.7		
08/19/12	96.45		
07/29/12	356.9		
06/09/12	190		
03/31/12	12.96		
03/31/12	541.8		
02/24/12	653.1		
03/17/12	619.25		
03/27/08	12.96		
03/27/08	341.58		
08/04/12	430.28		
07/26/12	638.4		
05/17/12	628.7		
06/30/12	490.1		
09/28/12	649.95		
06/23/12	518.45		
06/24/12	511.1		
07/13/12	618.45		
07/22/12	618.45		
09/29/12	745.5		
09/25/12	771.75		
11/21/11	150		
07/03/12	12.96		
07/03/12	653.1		
08/11/12	1,229.80		
06/29/12	203.57		
08/11/12	521.6		
03/11/12	425		
12/29/11	503.75		
07/19/12	98.48		
08/05/12	98.34		
07/16/12	12.96		
07/16/12	608.7		
12/11/11	132.64		
02/14/12	653.9		
02/03/12	515.3		
03/01/12	515.3		
09/12/12	146.94		
12/12/11	745.95		

12/09/11	157.45		
12/18/11	119.2		
01/12/12	257.8		
02/28/12	267.8		
11/05/11	720.3		
09/19/12	725.55		
03/21/12	604.8		
06/01/12	687.75		
09/24/12	638.15		
10/31/11	622.65		
11/17/11	622.65		
05/31/12	614.25		
12/15/11	119.06		
03/24/12	715.3		
01/23/12	229.92		
02/24/12	605.85		
12/04/11	509		
02/26/12	957.5		
12/20/11	104.22		
07/01/12	741.2		
03/05/12	603.5		
05/06/12	686.45		
07/27/12	516.35		
09/29/12	516.35		
11/04/11	554.83		
04/26/12	749.7		
04/13/12	635.25		
12/17/11	45.86		
07/22/11	619.5		
03/13/12	43.6		
04/07/12	536.5		
05/05/12	542.8		
04/18/12	558.25		
06/30/12	693		
12/10/11	596.15		
06/19/12	518.45		
12/23/11	566.75		
12/13/11	580.65		
03/30/12	687.75		
01/25/12	519.5		
05/20/12	519.5		
04/16/12	99.6		
04/04/12	100		
06/25/12	249.31		
05/14/12	530.25		
02/22/12	80.07		
04/29/12	80.07		
05/06/12	80.07		
05/06/12	80.07		
08/14/12	810.35		
03/30/12	780.15		
03/19/12	182.9		

03/29/12	527.8		
08/16/12	636.25		
04/04/12	712.95		
08/27/12	95.61		
07/04/12	548.1		
08/18/12	640.25		
08/21/12	632.9		
04/26/12	649.95		
09/17/12	560.4		
09/19/12	552.05		
04/10/12	303.25		
01/13/12	666.5		
04/03/12	666.5		
06/05/12	666.5		
12/28/11	20		
09/03/12	688.8		
05/05/12	671.75		
02/02/12	600.35		
04/06/12	715.05		
07/02/12	701.4		
07/15/12	620.55		
05/05/12	771.75		
07/01/12	806.25		
08/11/12	722.4		
07/07/12	685.65		
05/27/12	760.4		
02/17/12	12.96		
02/17/12	463.75		
01/11/12	627.9		
07/04/12	472.25		
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11/17/11	692.9		
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09/22/12	544.95		
07/13/12	588.8		
12/25/11	506.9		
11/03/11	119.75		
01/12/12	118.27		
11/30/11	677.2		
06/05/12	100		
06/23/12	100		
12/20/11	624.75		
07/09/12	104.43		
06/06/12	384.96		
12/09/11	92.99		

08/18/12	599.3		
11/09/11	600.35		
02/18/12	121.11		
10/28/11	107.03		
10/11/09	84.04		
03/01/12	497.45		
09/16/12	42.99		
04/08/12	666.5		
12/19/11	527.9		
09/23/12	618.45		
01/11/12	138.4		
03/27/12	750.75		
04/20/12	736.05		
08/18/12	194.95		
12/04/11	732.9		
07/07/11	745.5		
05/31/12	738.15		
11/08/11	746.55		
11/22/11	577.25		
02/29/12	743.4		
07/28/12	681.45		
08/18/12	707.7		
03/25/12	706.9		
01/31/12	736.05		
07/20/12	786.45		
12/03/11	553.1		
12/22/11	553.1		
12/04/08	113.29		
04/13/12	628.7		
07/13/12	728.7		
08/25/12	732.9		
12/25/11	634.1		
02/24/12	749.7		
12/07/11	1,138.45		
02/11/12	651.8		
08/31/12	549.95		
03/12/12	687.5		
11/28/11	635		
06/07/12	67.6		
12/25/11	111.5		
05/08/12	1,161.30		
11/11/11	690.8		
02/16/12	589.05		
02/07/12	670.95		
08/09/12	545.55		
06/26/12	111.15		
08/19/12	111.36		
08/21/12	111.36		
04/01/12	57.62		
04/08/12	127.64		
06/20/12	65.62		
05/26/12	114.72		

07/21/12	699.3		
11/20/11	674.1		
02/27/12	674.1		
04/12/12	719.25		
05/09/12	732.9		
07/21/12	628.7		
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01/19/12	517.4		
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	\$ 452,907.85		

County Commissioners

Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Representative Name and Department: Carrie Shields Economic Development	Meeting Date: Sept. 19, 2022
Subject: <u>CONSENT AGENDA</u> - Two (2) Building Reuse Agreements and Two (2) performance agreements requesting signature	
Summary, explanation and background: <u>Project Gray</u> – request Chairman Edwards to sign <u>Building Reuse</u> documents and <u>County Performance Agreement</u> . Approval from the BOCC has already been approved. <u>Project ACC</u> – request Chairman Edwards to sign <u>Building Reuse</u> documents. Approval from the BOCC has already been approved. <u>Project WRJ</u> - request Chairman Edwards to sign a <u>County Performance Agreement</u> . Approval from the BOCC has already been approved.	
Requested Action: Requesting Chairman Edwards sign two Building Reuse documents and two county performance agreements	
Budget impact for this fiscal year: n/a	
Budget impact for subsequent years:	
Time needed to explain to Commissioners: consent agenda	
Attachments: Four (4) attachments to sign.	
Instructions for what to do with attachments once approved: Once approved please email signed agreements to Bethany Davenport at bethany.davenport@commerce.nc.gov	

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



**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

Roy Cooper
GOVERNOR

Machelle Baker Sanders
SECRETARY

Kenny Flowers
ASSISTANT SECRETARY

September 9, 2022

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

Re: Contract Agreement for Grant Number 2022-047-3201-2587; Your Signature and Reply is Requested
Project Title: "Cottle Strawberry, Inc./Project Gray"

Dear Chairman Edwards:

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

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

Execute these documents, scan a quality copy and return to my attention at rgpreports@nccommerce.com. If you have any questions or if I can be of any assistance, please contact me at bethany.davenport@nccommerce.com.

Sincerely,

Bethany P. Davenport
Business & Fiscal Compliance Officer

Enclosure

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

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

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

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

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that **Cottle Real Estate Investments, LLC** (the "Owner") owns certain real property located at:
2434 NC 50 and 403 Hwy
Faison, NC

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

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

1. Scope of Program/Agreements to be Executed.

- (a). As conditions of the Grant Agreement:
 - i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
 - ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment ("LBC") in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
 - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
 - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs ("New Jobs") to complete the Project as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality ("Waiver"), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.
- (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit's rights of access, review or monitoring and Commerce's rights as a third-party beneficiary thereunder.
- (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.
- (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal

proceedings against the Owner to recover such repayment.

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

2. Changes in the Project or Other Conditions.

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

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

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

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **12/9/2021** ("Effective Date") and shall terminate on **12/9/2023** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **\$215,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and

requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

5. Independent Status of the Governmental Unit.

- (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
- (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.

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

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

8. Project Records.

- (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under

this Grant Agreement separate from accounts for other awards, monetary contributions or other revenue sources for this Project.

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

9. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.
- (b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time.
- (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.
- (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy,

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

10. Termination; Availability of Funds.

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

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

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

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:
- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
 - (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
 - (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
 - (d). The Governmental Unit is solvent.
 - (e). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be

expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.

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

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.
- (b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- (c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the

Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the Governmental Unit, the Owner and any Business shall not expend any Grant or Loan funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

14. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

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

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

limitations or repose and the doctrines of estoppel or laches.

17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.
18. Special Provisions and Conditions.
 - (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
 - (b). Conflict of Interest. The Governmental Unit shall adopt and keep on file, along with the executed copies of this Grant Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
 - (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.
 - (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however,

that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

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

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

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

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

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

20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.
21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.
23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

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

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

Duplin County

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Commerce

Signature: _____ [SEAL]



Printed Name: Kenny Flowers

Title: Assistant Secretary for Rural Economic Development

Date: 9/9/2022

EXHIBIT A
SCOPE OF PROJECT

Summary: The project will support the renovation of a 150,000 SF building located at 2434 NC 50 and 403 Hwy in Faison. The building was constructed in 1974. Cottle Strawberry Nursery, Inc. is a supplier of strawberry tips, plugs, and bare root plant for growers. The company will expand operations by adding a new product line.

EXHIBIT B
PAYMENT SCHEDULE

Eligible Expenditures:

Vacant Building Category: within the existing building footprint

Existing Business Building Category: within the existing building and/or additions

Rural Health Care Category: within the existing building, additions and/or new construction

Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

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

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

Reimbursement Requirements:

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

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

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

EXHIBIT C REPORTING SCHEDULE

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

Failure to submit progress reports as required:

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

EXHIBIT D JOB VERIFICATION AND CLOSE OUT REQUIREMENTS

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

Job Verification

To be considered eligible, a full-time job must be filled with one employee who works at least 35 hours per week and is paid at least minimum wage. Part-time, full-time equivalents, or contract/consulting positions are not eligible.

Grantees should submit the following as evidence of job creation and maintenance:

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

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

Duplin County (the “Governmental Unit”) enters into this Loan Agreement and Legally Binding Commitment (the “LBC,” including the “Loan,” defined below with **Cottle Real Estate Investments, LLC** (the “Owner” and, together with the Governmental Unit, the “Parties”).

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

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

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

2434 NC 50 and 403 Hwy
Faison, NC

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

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

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

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

2. Loan.

- (a) The Governmental Unit hereby loans to the Owner the sum of **\$215,000.00** (the "Loan"), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
- (b) As conditions of receiving the Loan:
 - i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
 - ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
 - iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
- (c) The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.

3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.

- (a) New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A "New Job" shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the **46** full-time jobs in North Carolina ("Baseline Number") that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **31** New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.
- (b) Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental

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

4. Changes in the Project or Other Conditions.
 - (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
 - (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.
5. Term of LBC. The effective period of this LBC shall commence **12/9/2021** ("Effective Date") and shall terminate **12/9/2023** unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.
6. Independent Status of the Governmental Unit.
 - (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of the Owner or any third party (including, without limitation, any Business) into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the

Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.

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

7. Project Records.

- (a). The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

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

9. Termination; Availability of Funds.

- (a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability

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

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

- (h). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.
12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.
- (a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.
- (b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
- (c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
- d). Notwithstanding the foregoing and wherever referred to in this LBC, "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances for the period of time described in Paragraph 22 below.

13. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.
 - i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) **\$6,935.48** (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
 - ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
 - iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.
- (c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project

(including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.

14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
16. Special Provisions and Conditions.
 - (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
 - (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
 - (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
 - (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
17. Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

Rural Economic Development Loan Agreement and
Legally Binding Commitment, Private Owner
BUILDING REUSE PROGRAM

EXHIBIT E

2022-047-3201-2587

If to the Governmental Unit:

Attn: Davis H. Brinson, County Manager
Duplin County
224 Seminary Street
Kenansville, N.C. 28349

To the Owner:

Attn: _____

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

18. Entire Agreement. This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.
19. Execution. This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC which shall be sufficiently evidenced by one of such original counterparts.
20. Construction. This LBC shall be construed and governed by the laws of the State of North Carolina.
21. Severability. Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

Rural Economic Development Loan Agreement and
Legally Binding Commitment, Private Owner
BUILDING REUSE PROGRAM

EXHIBIT E

2022-047-3201-2587

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

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

Governmental Unit Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Owner Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number **2022-047-3201-2587** (“LBC,” which is incorporated by reference herein), the undersigned borrower[s] (the “Owner”) jointly and severally promise[s] to pay to lender **Duplin County** or its assigns (together, the “Governmental Unit”) or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce (“Commerce”), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan (“Loan”) funds under the LBC up to and including **\$215,000.00** Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney’s fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

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

2434 NC 50 and 403 Hwy
Faison, NC

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

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

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

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

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

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

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

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

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

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

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

Dated as of: _____, 20 _____

If by Individual: _____

Signature: _____ [SEAL]

Printed Name: _____

Dated as of: _____, 20 _____

If by Entity: _____

Signature: _____ [SEAL]

Printed Name: _____

Limited Waiver of Confidentiality
Unemployment Tax and Wage Records
BUILDING REUSE PROGRAM

EXHIBIT G

2022-047-3201-2587

Name of Taxpayer _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

NC Unemployment Insurance Acct #: _____ Fed Tax ID #: _____

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

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

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

Signature Chief Financial Officer or Other Authorized Company Official

Print Name

Title

The Department of Commerce strongly encourages, but does not require, the Governmental Unit secure the funds loaned to the property owner, **Cottle Real Estate Investments, LLC**, with a Deed of Trust on the property.

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

- ☐ The Governmental Unit will secure the funds with a Deed of Trust listing **Duplin County** as the beneficiary in the amount of **\$215,000.00**.
- ☐ **Duplin County** ("Governmental Unit") has elected NOT to secure with a deed of trust on the subject property the **\$215,000.00** in grant funds awarded by the North Carolina Department of Commerce ("Commerce") for a building reuse grant. Governmental Unit acknowledges and agrees that it is liable to the State for any grant funds that must be repaid under the Grant Agreement or Legally Binding Commitment, including (without limitation), any required repayments due to the property owner's failure to create and maintain jobs, which could include the full amount of the grant. Governmental Unit acknowledges that its liability to Commerce arises whether or not it is able to collect any repayment from the property owner under the Legally Binding Commitment, but still elects not to obtain a deed of trust on the subject property.

Please fill in the box below:

Governmental Unit Name:	<u>Duplin County</u>
By (Signature):	_____
Printed Name:	_____
Title:	_____
Date:	_____

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

PERFORMANCE AGREEMENT

THIS AGREEMENT is made and entered into this the ____ day of September 2022 by and between Cottle Strawberry Nursery, Inc., a duly licensed North Carolina corporation (the “**Company**”), and the County of Duplin, North Carolina (the “**County**” and, together with the Company, the “**Parties**”);

WITNESSETH

WHEREAS, the Company has qualified for a \$215,000.00 grant through the North Carolina Department of Commerce’s Building Reuse Grant Program (hereinafter “the Building Reuse Grant”), subject to fulfilling the terms and conditions of the Building Reuse Grant (2022-047-3201-2587). A copy of the Building Reuse Grant Agreement is attached hereto and incorporated herein by reference.

WHEREAS, a condition of the Building Reuse Grant is that a five percent (5%) local match (i.e. \$10,750.00) must be provided by the County if the Company complies with all requirements of the Building Reuse Grant Agreement.

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

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

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

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

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

1. **Term.** This Agreement shall become effective upon execution by the parties and shall continue in effect pursuant to the terms as set forth in the Building Reuse Grant Agreement, which is attached hereto and incorporated by reference.

2. **Economic Incentive Purpose.** The economic incentives offered pursuant to this Agreement are expected to bring jobs to Duplin County, enlarge the tax base, and diversify the economy of Duplin County. The incentives agreed to be paid by the County under this Agreement are in consideration of the Company making improvements to infrastructure and real property in the County, increasing the tax base and business prospects of the County, and creating a substantial number of jobs in the County in accordance with the Building Reuse Grant.
3. **Incentive Package.** The County agrees to request the applicable grant funds from the North Carolina Department of Commerce and provide the grant match funds in accordance with the terms of the Building Reuse Grant, provided the Company has fulfilled all of the requirements of the grant and this Agreement and the County has received satisfactory proof of compliance. The County will thereafter make payment of any grant funds actually received from the N.C. Department of Commerce, along with any required grant match funds, in accordance with the grant's terms.

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

4. **Company's Responsibilities.** The Company shall fully comply with all terms of each grant referenced herein, time being of the essence. The Company understands, acknowledges, and agrees that no payments will be made by the County if it fails to comply with the terms of the respective grant. The Company further understands, acknowledges, and agrees that noncompliance with any grant term or requirement may serve as grounds for immediate termination of this Agreement.
5. **Statutory Compliance.** The Company understands that County's participation is contingent upon compliance by the Company with N.C. Gen. Stat. §158-7.1.
6. **Binding Effect.** This Agreement and the obligations of performance contained herein shall be binding upon the Company and its successors and assigns.
7. **Proof of Compliance.** At any time this Agreement is in effect, and upon request by the County, the Company agrees to provide County all reports, records, certificates, or other documents necessary for the County to verify that the Company has fulfilled its obligations under this Agreement, including but not limited to those set forth in the grant referenced above. If the Company is not in compliance with all criteria contained in this Agreement and the Building Reuse Grant Agreement, then the Company shall forfeit all rights to receive the funds referenced herein.
8. **Good Standing.** The County shall not be obligated to make any Incentive Payment if the Company is not current on real property taxes, personal property taxes, assessments, or other financial obligations lawfully incurred by the Company and payable to the County.

9. **Default.** In the event the Company does not meet its obligations as set forth within this Agreement and/or the Building Reuse Grant Agreement, the County shall have no obligation to make further payments and may terminate this Agreement.
10. **Indemnification.** The Company agrees to hold harmless and indemnify the County, and their respective members, Commissioners, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties arising out of or any act or omission of the Company in connection with the performance of this Agreement. Without limiting the generality of the foregoing, the Company releases the indemnified parties from, and agrees that such indemnified parties are not liable for, and agrees to indemnify and hold harmless the indemnified parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person. Each indemnified party is an express third-party beneficiary of the Company's obligations under this paragraph.
11. **Representations.** The representations made by the Company in applying for the grant(s) referenced herein are incorporated by reference and deemed by the parties to be material to this Agreement. The Company hereby affirms these representations.
12. **Notices.** All notices, certificates, or other communications required by or made pursuant to this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, return receipt requested, as follows:
- The County: Duplin County
- The Company:
13. **Amendments, Changes, and Modifications.** Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified, or altered except by written agreement of the parties.
14. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully-executed counterpart.
16. **Governing Law.** This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina

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

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

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

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

Approved and Accepted:

County of Duplin (Local Government)

(Official Seal)

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

_____, Clerk

(Company)

(Corporate Seal)

By: _____

Name: _____

Title: _____

Authorized Corporate Officer

Date: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of said State and County, do hereby certify that

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

Notary Public Signature

Notary Name Printed or Typed

Witness my hand and official seal or stamp, this _____ day of ____, 20__

(Official Seal or Stamp)

My Commission expires on _____, 20__

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

By: _____
Finance Director, Duplin County



**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

Roy Cooper
GOVERNOR
Machelle Baker Sanders
SECRETARY
Kenny Flowers
ASSISTANT SECRETARY

September 9, 2022

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

Re: Contract Agreement for Grant Number 2022-119-3201-2587; Your Signature and Reply is Requested
Project Title: "1st Choice Cabinetry/Warsawing Cabinets DBA Design Mode Cabinetry/Project ACC"

Dear Chairman Edwards:

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

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

Execute these documents, scan a quality copy and return to my attention at rgpreports@nccommerce.com. If you have any questions or if I can be of any assistance, please contact me at bethany.davenport@nccommerce.com.

Sincerely,

Bethany P. Davenport
Business & Fiscal Compliance Officer

Enclosure

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

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

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

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

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

1632 West Ward Bridge Rd
Warsaw, NC 28398

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

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

1. Scope of Program/Agreements to be Executed.

- (a). As conditions of the Grant Agreement:
 - i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
 - ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment ("LBC") in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
 - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
 - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs ("New Jobs") to complete the Project as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality ("Waiver"), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.
- (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit's rights of access, review or monitoring and Commerce's rights as a third-party beneficiary thereunder.
- (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.
- (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal

proceedings against the Owner to recover such repayment.

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

2. Changes in the Project or Other Conditions.

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

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

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

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **6/16/2022** ("Effective Date") and shall terminate on **6/16/2024** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **\$375,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and

requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

5. Independent Status of the Governmental Unit.

- (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
- (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.

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

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

8. Project Records.

- (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under

this Grant Agreement separate from accounts for other awards, monetary contributions or other revenue sources for this Project.

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

9. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.
- (b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time.
- (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.
- (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy,

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

10. Termination; Availability of Funds.

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

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

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

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:

- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
- (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
- (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
- (d). The Governmental Unit is solvent.
- (e). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be

expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.

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

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.
- (b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- (c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the

Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the Governmental Unit, the Owner and any Business shall not expend any Grant or Loan funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

14. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

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

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

limitations or repose and the doctrines of estoppel or laches.

17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.
18. Special Provisions and Conditions.
 - (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
 - (b). Conflict of Interest. The Governmental Unit shall adopt and keep on file, along with the executed copies of this Grant Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
 - (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.
 - (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however,

that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

- (e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

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

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

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

20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.
21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.
23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

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

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

Duplin County

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Commerce

Signature: _____ [SEAL]



Printed Name: Kenny Flowers

Title: Assistant Secretary for Rural Economic Development

Date: 9/9/2022

**EXHIBIT A
SCOPE OF PROJECT**

Summary: The project will support the reuse of a 245,000 SF building located at 691 Tear Shirt Road in Mount Olive. The building was constructed in 1960 and has been vacant for seven years. 1st Choice Cabinets sells, installs, and services cabinetry made by various manufacturers across the United States. JDIG

**EXHIBIT B
PAYMENT SCHEDULE**

Eligible Expenditures:

Vacant Building Category: within the existing building footprint

Existing Business Building Category: within the existing building and/or additions

Rural Health Care Category: within the existing building, additions and/or new construction

Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

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

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

Reimbursement Requirements:

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

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

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

EXHIBIT C REPORTING SCHEDULE

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

Failure to submit progress reports as required:

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

EXHIBIT D JOB VERIFICATION AND CLOSE OUT REQUIREMENTS

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

Job Verification

To be considered eligible, a full-time job must be filled with one employee who works at least 35 hours per week and is paid at least minimum wage. Part-time, full-time equivalents, or contract/consulting positions are not eligible.

Grantees should submit the following as evidence of job creation and maintenance:

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

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

Duplin County (the “Governmental Unit”) enters into this Loan Agreement and Legally Binding Commitment (the “LBC,” including the “Loan,” defined below with **Swinson Family Farms, LLC** (the “Owner” and, together with the Governmental Unit, the “Parties”).

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

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

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

1632 West Ward Bridge Rd
Warsaw, NC 28398

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

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

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

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

2. Loan.

- (a) The Governmental Unit hereby loans to the Owner the sum of **\$375,000.00** (the "Loan"), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
- (b) As conditions of receiving the Loan:
 - i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
 - ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
 - iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
- (c) The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.

3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.

- (a) New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A "New Job" shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the **129** full-time jobs in North Carolina ("Baseline Number") that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **53** New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.
- (b) Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental

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

4. Changes in the Project or Other Conditions.
 - (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
 - (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.
5. Term of LBC. The effective period of this LBC shall commence **6/16/2022** ("Effective Date") and shall terminate **6/16/2024** unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.
6. Independent Status of the Governmental Unit.
 - (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of the Owner or any third party (including, without limitation, any Business) into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the

Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.

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

7. Project Records.

- (a). The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

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

9. Termination; Availability of Funds.

- (a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability

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

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

- (h). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.
12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.
- (a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.
 - (b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
 - (c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
 - d). Notwithstanding the foregoing and wherever referred to in this LBC, "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances for the period of time described in Paragraph 22 below.

13. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.
 - i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) **\$7,075.47** (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
 - ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
 - iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.
- (c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project

(including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.

14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
16. Special Provisions and Conditions.
 - (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
 - (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
 - (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
 - (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
17. Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

Rural Economic Development Loan Agreement and
Legally Binding Commitment, Private Owner
BUILDING REUSE PROGRAM

EXHIBIT E

2022-119-3201-2587

If to the Governmental Unit:

Attn: Davis H. Brinson, County Manager
224 Seminary Street
Kenansville, N.C. 28349

To the Owner:

Attn: _____

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

18. Entire Agreement. This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.
19. Execution. This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC which shall be sufficiently evidenced by one of such original counterparts.
20. Construction. This LBC shall be construed and governed by the laws of the State of North Carolina.
21. Severability. Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

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

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

Governmental Unit Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Owner Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number **2022-119-3201-2587** (“LBC,” which is incorporated by reference herein), the undersigned borrower[s] (the “Owner”) jointly and severally promise[s] to pay to lender **Duplin County** or its assigns (together, the “Governmental Unit”) or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce (“Commerce”), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan (“Loan”) funds under the LBC up to and including **\$375,000.00** Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney’s fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

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

1632 West Ward Bridge Rd
Warsaw, NC 28398

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

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

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

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

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

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

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

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

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

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

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

Dated as of: _____ , 20 _____

If by Individual: _____

Signature: _____ [SEAL]

Printed Name: _____

Dated as of: _____ , 20 _____

If by Entity: _____

Signature: _____ [SEAL]

Printed Name: _____

Limited Waiver of Confidentiality
Unemployment Tax and Wage Records
BUILDING REUSE PROGRAM

EXHIBIT G

2022-119-3201-2587

Name of Taxpayer _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

NC Unemployment Insurance Acct #: _____ Fed Tax ID #: _____

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

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

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

Signature Chief Financial Officer or Other Authorized Company Official

Print Name

Title

The Department of Commerce strongly encourages, but does not require, the Governmental Unit secure the funds loaned to the property owner, **Swinson Family Farms, LLC**, with a Deed of Trust on the property.

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

- ☐ The Governmental Unit will secure the funds with a Deed of Trust listing **Duplin County** as the beneficiary in the amount of **\$375,000.00**.
- ☐ **Duplin County** ("Governmental Unit") has elected NOT to secure with a deed of trust on the subject property the **\$375,000.00** in grant funds awarded by the North Carolina Department of Commerce ("Commerce") for a building reuse grant. Governmental Unit acknowledges and agrees that it is liable to the State for any grant funds that must be repaid under the Grant Agreement or Legally Binding Commitment, including (without limitation), any required repayments due to the property owner's failure to create and maintain jobs, which could include the full amount of the grant. Governmental Unit acknowledges that its liability to Commerce arises whether or not it is able to collect any repayment from the property owner under the Legally Binding Commitment, but still elects not to obtain a deed of trust on the subject property.

Please fill in the box below:

Governmental Unit Name:	<u>Duplin County</u>
By (Signature):	_____
Printed Name:	_____
Title:	_____
Date:	_____

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

PERFORMANCE AGREEMENT

THIS AGREEMENT is made and entered into this the ____ day of September 2022 by and between Metal Specialists, LLC, a duly licensed North Carolina limited liability company (the “**Company**”), and the County of Duplin, North Carolina (the “**County**” and, together with the Company, the “**Parties**”);

WITNESSETH:

WHEREAS, the Company has qualified for a grant of \$100,000.00 through the North Carolina Department of Commerce’s One North Carolina Fund (hereinafter “the One NC Grant”), subject to fulfilling all terms and conditions of the One NC Grant (Project No. 2021-28187). A copy of the One NC Grant Agreement is attached hereto and incorporated herein by reference.

WHEREAS, a condition of the One NC Grant is that, as a tier one (1) county, the County is responsible for contributing \$1.00 for every \$3.00 received from the One North Carolina Fund, subject to fulfilling all terms and conditions of the One NC Grant. Accordingly, \$33,333.34 is the anticipated grant match amount to be paid by the County if the Company complies with all requirements of the One NC Grant Agreement, payable over the agreed upon grant period of five (5) years as set forth therein.

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

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

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

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

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

1. **Term.** This Agreement shall become effective upon execution by the parties and shall continue in effect pursuant to the terms as set forth in the One NC Grant Agreement, which is attached hereto and incorporated by reference.
2. **Economic Incentive Purpose.** The economic incentives offered pursuant to this Agreement are expected to bring jobs to Duplin County, enlarge the tax base, and diversify the economy of Duplin County. The incentives agreed to be paid by the County under this Agreement are in consideration of the Company making improvements to infrastructure and real property in the County, increasing the tax base and business prospects of the County, and creating a substantial number of jobs in the County in accordance with the requirements of the One NC Grant.
3. **Incentive Package.** The County agrees to request the applicable grant funds from the North Carolina Department of Commerce and provide the grant match funds in accordance with the terms of the One NC Grant, provided the Company has fulfilled all of the requirements of the grant and this Agreement and the County has received satisfactory proof of compliance. The County will thereafter make payment of any grant funds actually received from the N.C. Department of Commerce, along with any required grant match funds, in accordance with the grant's terms.

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

4. **Company's Responsibilities.** The Company shall fully comply with all terms of the grant referenced herein, time being of the essence. The Company understands, acknowledges, and agrees that no payments will be made by the County if it fails to comply with the grant terms. The Company further understands, acknowledges, and agrees that noncompliance with any grant term or requirement may serve as grounds for immediate termination of this Agreement.
5. **Statutory Compliance.** The Company understands that County's participation is contingent upon compliance by the Company with N.C. Gen. Stat. §158-7.1.
6. **Binding Effect.** This Agreement and the obligations of performance contained herein shall be binding upon the Company and its successors and assigns.
7. **Proof of Compliance.** At any time this Agreement is in effect, and upon request by the County, the Company agrees to provide County all reports, records, certificates, or other documents necessary for the County to verify that the Company has fulfilled its obligations under this Agreement, including but not limited to those set forth in the grant referenced above. If the Company is not in compliance with all criteria contained in this Agreement

and the One NC Grant Agreement, then the Company shall forfeit all rights to receive the funds referenced herein.

8. **Good Standing.** The County shall not be obligated to make any Incentive Payment if the Company is not current on real property taxes, personal property taxes, assessments, or other financial obligations lawfully incurred by the Company and payable to the County.
9. **Default.** In the event the Company does not meet its obligations as set forth within this Agreement and/or the One NC Grant Agreement, the County shall have no obligation to make further payments and may terminate this Agreement.
10. **Indemnification.** The Company agrees to hold harmless and indemnify the County, and their respective members, Commissioners, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties arising out of or any act or omission of the Company in connection with the performance of this Agreement. Without limiting the generality of the foregoing, the Company releases the indemnified parties from, and agrees that such indemnified parties are not liable for, and agrees to indemnify and hold harmless the indemnified parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person. Each indemnified party is an express third-party beneficiary of the Company's obligations under this paragraph.
11. **Representations.** The representations made by the Company in applying for the grant(s) referenced herein are incorporated by reference and deemed by the parties to be material to this Agreement. The Company hereby affirms these representations.
12. **Notices.** All notices, certificates, or other communications required by or made pursuant to this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, return receipt requested, as follows:

The County: Duplin County

The Company:
13. **Amendments, Changes, and Modifications.** Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified, or altered except by written agreement of the parties.
14. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully-executed counterpart.
16. **Governing Law.** This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina
17. **Captions.** The captions or headings used throughout this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.
18. **Construction.** The parties acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by counsel for the parties. As such, the doctrine of construction against the drafter shall have no application to this Agreement.
19. **Disputes.** The parties agree to submit any disputes arising from this Agreement to the Duplin County Superior Court, North Carolina, and acknowledge that any other venue would be deemed improper.

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

Approved and Accepted:

County of Duplin (Local Government)

(Official Seal)

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

_____, Clerk

(Company)

(Corporate Seal)

By: _____

Name: _____

Title: _____

Authorized Corporate Officer

Date: _____

STATE OF _____
COUNTY OF _____

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

Notary Public Signature

Notary Name Printed or Typed

Witness my hand and official seal or stamp, this _____ day of _____, 20__

(Official Seal or Stamp)

My Commission expires on _____, 20__

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

By: _____
Finance Director, Duplin County

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	03	67	BUA	09/06/2022	09/06/2022	091922	chelsey.lanier	1	N	Hist	2023	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	4320	41990					T					1,000.00
2	4320	42970					T	PROFESSIONAL SERVICES		1,000.00		
3	5155	41990					T	KITCHEN SUPPLIES				9,500.00
4	5156	41990					T	PROFESSIONAL SERVICES		9,500.00		
5	5167	41990					T	PROFESSIONAL SERVICES				1,000.00
6	5167	42420					T	PROFESSIONAL SERVICES		500.00		
7	5167	42980					T	IN HOUSE LAB		500.00		
								PROGRAM SUPPLIES				
** JOURNAL TOTAL										0.00		0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	03	154	BUA	09/09/2022	09/09/2022	091922	chelsey.lanier	1	N	Hist	2023	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	5124	43530					T					500.00
2	5110	43110					T	REPAIRS	VEHICLES			615.00
3	5124	41990					T	TRAVEL			500.00	
4	5124	43110					T	PROFESSIONAL	SERVICES		615.00	
								TRAVEL				
** JOURNAL TOTAL										0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2023	03	164	BUA	09/09/2022	09/09/2022	091922	chelsey.lanier	1	N	Hist	2023		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	03	221	BUA	09/13/2022	09/13/2022	091922	chelsey.lanier	1	N	Hist	2023	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT OB	
ACCOUNT DESCRIPTION												
1	5181	41990					T					5,385.00
2	5181	40121					T	PROFESSIONAL SERVICES		5,000.00		
3	5181	40181					T	SALARIES		385.00		
4	5167	41990					T	SOCIAL SECURITY				1,000.00
5	5110	43510					T	PROFESSIONAL SERVICES				250.00
6	5163	42420					T	REPAIRS BUILDING AND GROUNDS				3,412.50
7	5182	41990					T	IN HOUSE LAB				882.50
8	5167	42980					T	PROFESSIONAL SERVICES		1,000.00		
9	5110	42490					T	PROGRAM SUPPLIES		250.00		
10	5163	43911					T	VEHICLE SUPPLIES		3,412.50		
11	5182	40183					T	ADVERTISING		882.50		
								HOSPITAL INSURANCE				
** JOURNAL TOTAL										0.00	0.00	
** GRAND TOTAL										0.00	0.00	

6 Journals printed

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

BA # _____

Duplin County
Budget Amendment

Department Title

Department Head's Signature

(form can be e-mailed to Finance from Dept. Head)

Admin Assistant
Chelsey Lanier
Stroud

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 or any changes to revenue must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

Budget funds for shortage

Line Item to DECREASE	Line Item Description	Credit Amount	Line Item to INCREASE	Line Item Description	Debit Amount
4320-41990	Professional Services	1,000.00	4320-42970	Kitchen Supplies	1,000.00
Total		1,000.00	Total		1,000.00

Finance Signature

Date Approved:

Chelsey Lanier
9/1/22

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title

Health Department

Department Head's Signature

Tracey Simmons-Kornegay

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

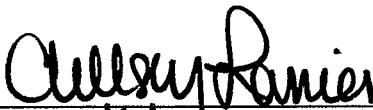
Brief description of why this amendment is being requested:

To cover line item shortages between the WIC programs.

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5155-41990	Professional Services	9,500.00	5156-41990	Professional Services	9,500.00
Total		9,500.00	Total		9,500.00

Finance Signature

Date Approved:


9/16/22

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

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

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:

To cover line item expenses within the Child Health Program

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5167-41990	Professional Services	1,000.00	5167-42420	In House Lab	500.00
			5167-42980	Program Supplies	500.00
Total		1,000.00	Total		1,000.00

Finance Signature

Date Approved:

Chelsey Lanier
9/16/22

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

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

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:

To cover line item expenses in the Tuberculosis Program.

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5124-43530	Repairs Vehicles	500.00	5124-41990	Professional Services	500.00
5110-43110	Travel	615.00	5124-43110	Travel	615.00
Total		1,115.00	Total		1,115.00

Finance Signature

Date Approved:

Cheryl Lanier
10/19/22

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)

Admin Assistant
Chelsey Lanier

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 or any changes to revenue must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

Budget funds for advertisement

Line Item to DECREASE	Line Item Description	Credit Amount	Line Item to INCREASE	Line Item Description	Debit Amount
4310-43510	Repairs Building	1,000.00	4310-43911	Advertisement	1,000.00
Total		1,000.00	Total		1,000.00

Finance Signature

Date Approved:

Chelsey Lanier
9/9/22

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

9-9-2022

BA # _____

Duplin County
Budget Amendment

Department Title

Department Head's Signature

(form can be e-mailed to Finance from Dept. Head)

GARAGE

Jay Pickett

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:

MONEY FOR HOUSEKEEPING SUPPLIES

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4250-43510	REPAIRS BLDG & GROUND	600.00	4250-42100	HOUSEKEEPING	600.00
Total		600.00	Total		600.00

Finance Signature

Date Approved:

Chelsy Ramier
9/12/22

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

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

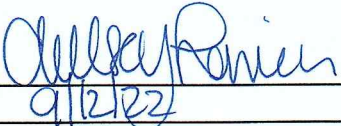
Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
To cover line item expenses within the Immunizations and CD Pandemic Recovery Programs

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5114-42370	Injectables	7,652.84	5114-42980	Program Supplies	7,652.84
5185-41990	Professional Services	1,000.00	5185-42013	Lab Processing	1,000.00
Total		8,652.84	Total		8,652.84

Finance Signature
Date Approved:



Manager Signature
Date Approved:

Commissioner Approval
Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title

Health Department

Department Head's Signature

Tracey Simmons-Kornegay

(form can be e-mailed to Finance from Dept. Head)

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:

To cover salaries in the Reopening Schools program.

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5181-41990	Professional Services	5,385.00	5181-40121	Salaries	5,000.00
			5181-40181	Social Security	385.00
Total		5,385.00	Total		5,385.00

Finance Signature

Date Approved:

Chelsey Ramier
9/13/22

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title

Health Department

Department Head's Signature

Tracey Simmons-Kornegay

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

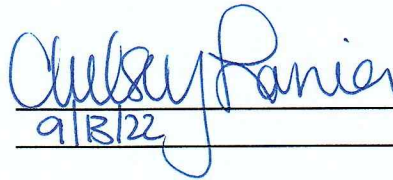
Brief description of why this amendment is being requested:

To cover line item expenses in General & the Child Health, Maternal Health, and Advancing Equity Programs.

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5167-41990	Professional Services	1,000.00	5167-42980	Program Supplies	1,000.00
5110-43510	Repairs Building & Grounds	250.00	5110-42490	Vehicle Supplies	250.00
5163-42410	In House Lab	3,412.50	5163-43911	Advertising	3,412.50
5182-41990	Professional Services	882.50	5182-40183	Hospital Insurance	882.50
Total		5,545.00	Total		5,545.00

Finance Signature

Date Approved:



Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Representative Name and Department: Davis Brinson/ County Manager	Meeting Date: 09/19/2022
Subject: Request Public Hearing in accordance of Duplin County 911 Addressing road naming Ordinance	
Summary, explanation and background: Request a public hearing for Lori Peterson Mobio for October 17, 2022 to name lane – Bill Peterson Ln @ 1069 Wards Rd Wallace –Rockfish Township	
Requested Action: To approve public hearing for October 17, 2022	
Budget impact for this fiscal year:	
Budget impact for subsequent years:	

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

Applicant's Signature: _____

[Handwritten Signature]

Fire Department Approval:

Signature: _____

[Handwritten Signature]

Print or type name: _____

Taylor Johnson

Department Name: _____

Harrells Fire Dept

USPS Approval:

Signature: _____

[Handwritten Signature]

Print or type name: _____

Department Name: _____

Wallace Post Office

Date: _____

County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: George Futrelle, Assistant County Manager / Airport Director	Meeting Date: September 19, 2022
Subject: Resolution for Robert H. (Bob) Quinn, Jr.	
Summary, explanation and background: Bob Quinn served Duplin County on the Duplin County Airport Commission for 29 years and served as Chairman the entire time. The Duplin County Airport Commission requests that his service to Duplin County be recognized by a resolution honoring Bob to be read and presented to him at the September, 2022 Board of County Commissioners meeting	
Requested Action: Respectfully request the Board of County Commissioners adopt the Resolution honoring Mr. Robert H. Quinn, Jr. for his many years of service to Duplin County.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) N/A	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) N/A	
Time needed to explain to Commissioners: 5 Minutes	
Attachments: Resolution	
Instructions for what to do with attachments once approved: N/A	

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

County of Duplin
Office of the County Commissioners



RESOLUTION IN HONOR OF ROBERT H. QUINN, JR.

**STATE OF NORTH CAROLINA
COUNTY OF DUPLIN**

WHEREAS, Robert H. Quinn, Jr. was a longtime resident of Duplin County, a graduate of East Duplin High School and James Sprunt Community College, and

WHEREAS, Robert H. Quinn Jr. learned to fly at the Duplin County Airport, earning a private and commercial pilot's licenses along with instrument and multi-engine ratings, and

WHEREAS, Robert H. Quinn, Jr. was appointed to the Duplin County Airport Study Committee on January 4, 1993, and

WHEREAS, Robert H. Quinn, Jr. was appointed to the Duplin County Airport Commission on March 15, 1993, and

WHEREAS, Robert H. Quinn, Jr. was appointed Chairman of the Duplin County Airport Commission, and

WHEREAS, Robert H. Quinn, Jr. faithfully served as the Chairman until June 30, 2022, and

WHEREAS, Robert H. Quinn, Jr. as Chairman gave unselfishly of his time and energy in presiding over innumerable board meetings for the purpose of formulating plans and implementing various phases of growth and development of the Duplin County Airport from March 15, 1993 until June 30 2022, and

WHEREAS, the Duplin County Airport Commission unanimously recommended a Resolution in honor of his service to Duplin County be approved by the Duplin County Board of Commissioners.

NOW, THEREFORE BE IT RESOLVED that the Duplin County Board of Commissioners hereby expresses grateful appreciation to Robert H. Quinn, Jr. for his outstanding service, leadership, and contributions to the Duplin County Airport Commission and the citizens of Duplin County.

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

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

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

County Commissioners

Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: Tony McEwen, Carolinas Director of the American Flood Coalition	Meeting Date: September 19, 2022
Subject: Request that Duplin County Become a Member of the American Flood Coalition	
Summary, explanation and background: Tony McEwen, Carolinas Director of the American Flood Coalition will make a presentation on the American Flood Coalition and request the Board adopt a resolution providing for Duplin County's membership in the coalition. The American Flood Coalition is a nonpartisan group of political, military, business, and local leaders that have come together to drive adaptation to the reality of higher seas, stronger storms, and more frequent flooding. The coalition seeks to advance solutions that support flood-affected communities and protect our nation's residents, economy, and military installations. Membership in the American Flood Coalition will aid Duplin County's efforts to protect against flooding without requiring any financial support or dues.	
Requested Action: Motion to adopt a Resolution Providing for Duplin County to Become a Member of the American Flood Coalition.	
Budget impact for this fiscal year: N/A	
Budget impact for subsequent years: N/A	
Time needed to explain to Commissioners: 15 minutes	
Attachments: Resolution providing for Duplin County to Become a Member of the American Flood Coalition; American Flood Coalition's North Carolina PowerPoint Presentation; and American Flood Coalition's Welcome Packet	
Instructions for what to do with attachments once approved: Return to the Office of the County Manager/Clerk to the Board.	

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

County of Duplin Office of the County Commissioners



**RESOLUTION PROVIDING FOR DUPLIN COUNTY
TO BECOME A MEMBER OF
THE AMERICAN FLOOD COALITION**

STATE OF NORTH CAROLINA

COUNTY OF DUPLIN

WHEREAS, proactively investing to prevent flooding is a wiser use of resources than spending on flooding recovery, as exemplified by FEMA research showing that \$1 of spent on disaster prevention saves up to \$7 in recovery costs, and

WHEREAS, national coordination and support are necessary for communities to fully address the challenge of flooding and sea level rise, and the American Flood Coalition provides a platform advocating for national solutions to flooding and sea level rise that invest in and protect our coastal communities, and

WHEREAS, the American Flood Coalition is a no-cost forum for best practices and source of support in developing local and state-level responses to flooding and sea level rise that will enhance Duplin County's resilience effort, and

WHEREAS, flooding and sea level rise are important issues that our residents deserve to understand and the American Flood Coalition provides opportunities and tools to communicate with residents on flooding challenges and solutions, and

WHEREAS, joining the American Flood Coalition will aid the Duplin County's efforts to protect against flooding without requiring any financial support or dues from the Duplin County Board of Commissioners, and

WHEREAS, the Duplin County Board of Commissioners finds that joining the American Flood Coalition will promote the welfare of Duplin County residents and ensure the prosperity of the Duplin County's economy by accelerating solutions to sea level rise and flooding, and

NOW, THEREFORE, BE IT RESOLVED, that the Duplin County Board of Commissioners do hereby recognize the need to advance national solutions to sea level rise and flooding and will work as a member of the American Flood Coalition to safeguard the welfare of the Duplin County's residents.

Adopted this the 19th day of September, 2022.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

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



AMERICAN FLOOD COALITION

American Flood Coalition

North Carolina presentation



Agenda

1 Introductions

- AFC mission
- Policy platform

2 Who we are

- AFC mission
- Policy platform

3 Our member resources

- Flood Funding Finder
- Dual Disaster Handbook

4 Questions



American Flood Coalition Team





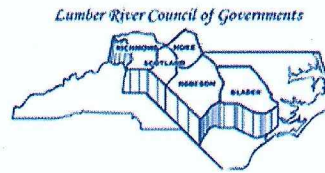
North Carolina: Member Spotlight



**Town of Fair Bluff
North Carolina**



**City of Wilmington
North Carolina**



**Lumber River Council of
Governments**



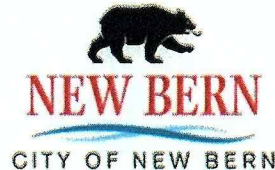
**Speaker Tim Moore
North Carolina**



**Rep. Marvin Lucas
North Carolina**



**City of Boiling Spring Lakes
North Carolina**



**City of New Bern
North Carolina**



**Mayor Zeb Smathers
Canton, North Carolina**



**Rep. Charlie Miller
North Carolina**

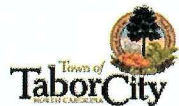


**Rep. Brenden
Jones**





North Carolina Members



We are the American Flood Coalition

A 501(c)3 nonprofit organization and nonpartisan coalition advocating for national solutions to flooding and sea level rise



**Federal
Champions**



**Cities, Towns
and Counties**



**Elected
Officials**



Businesses



**Military
Groups**



**Civic and
Academic Groups**





Over 300 members nationwide



**A 501(c)3 nonprofit organization and
nonpartisan coalition advancing solutions to
flooding and sea level rise**

Active in 21 states

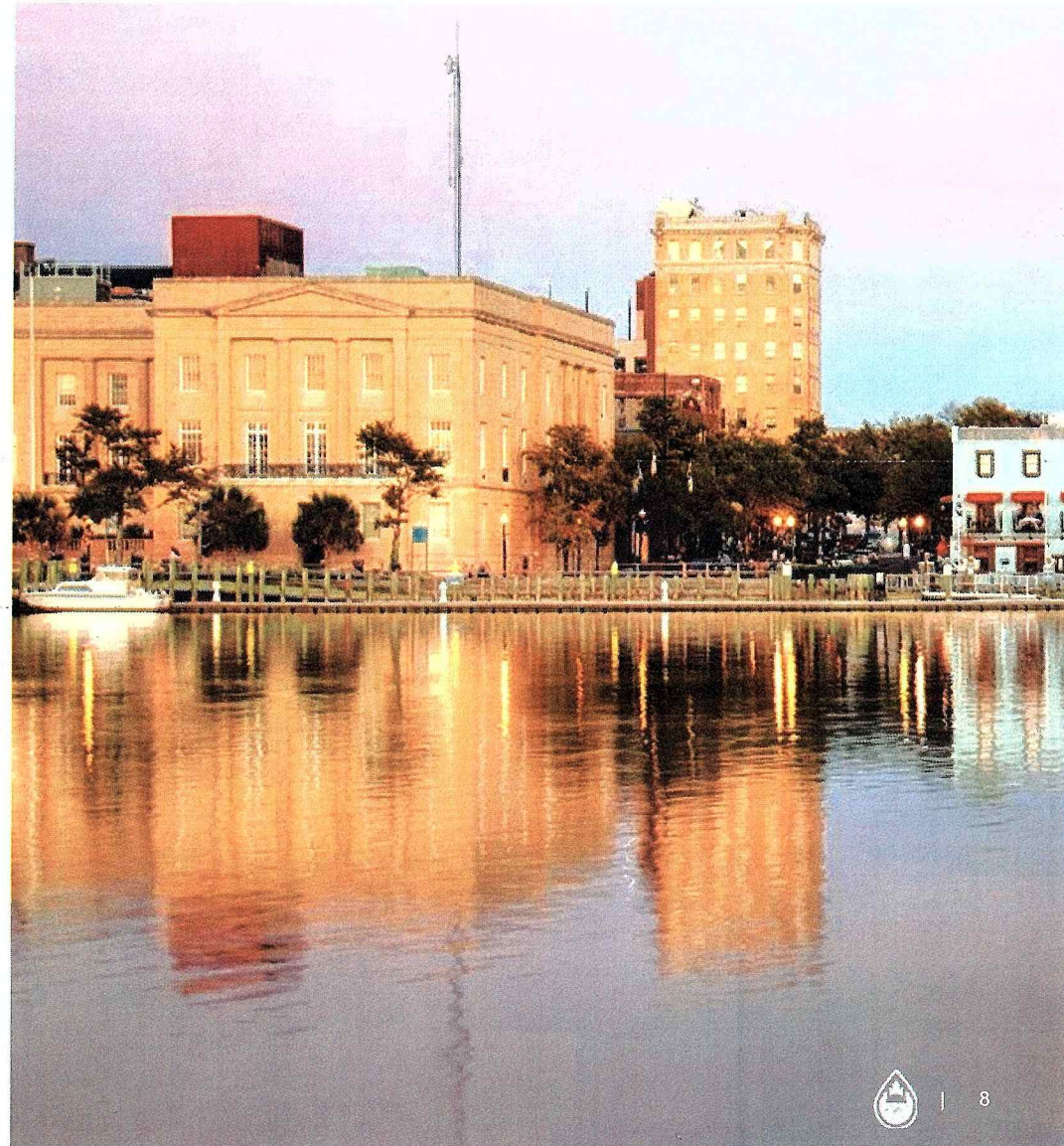


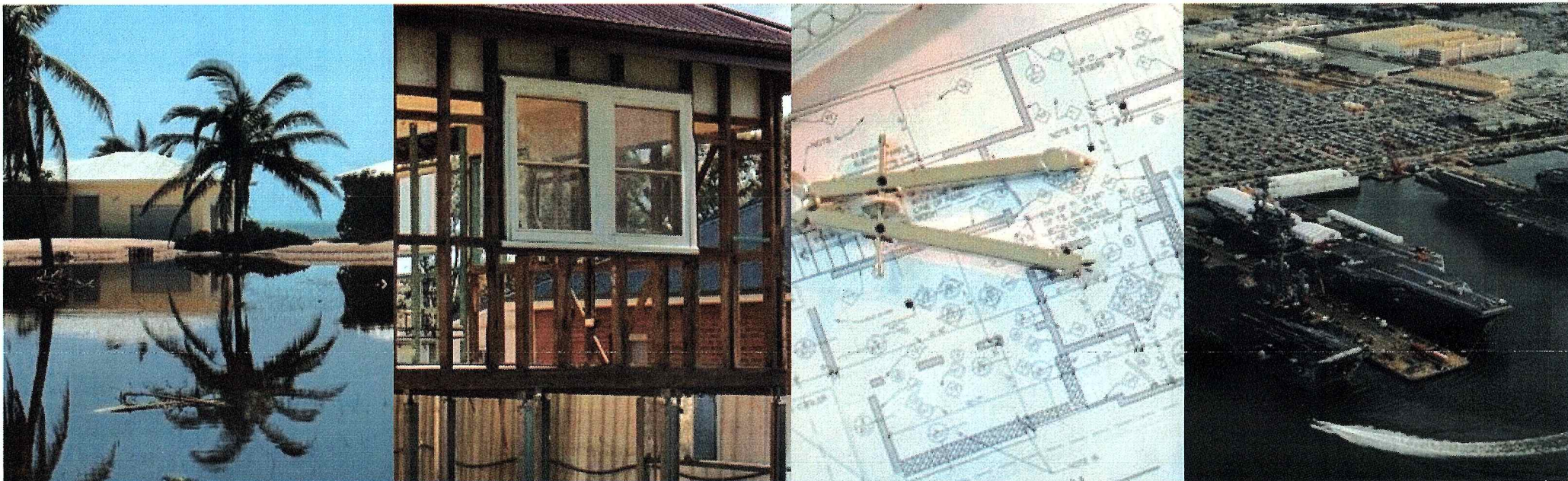


Our mission

Protecting communities that are vulnerable to flooding and sea level rise is a national issue that must be met with **national solutions**—it is vitally important to our well-being, economic strength, and security.

With effective flooding and sea level rise planning our communities can adapt and thrive.
But we must act now.





Our 4 pillars for coastal and inland solutions

Economy

Invest in infrastructure that boosts the economy and protects property values

Communities

Use proactive planning to keep communities safe and save taxpayer dollars

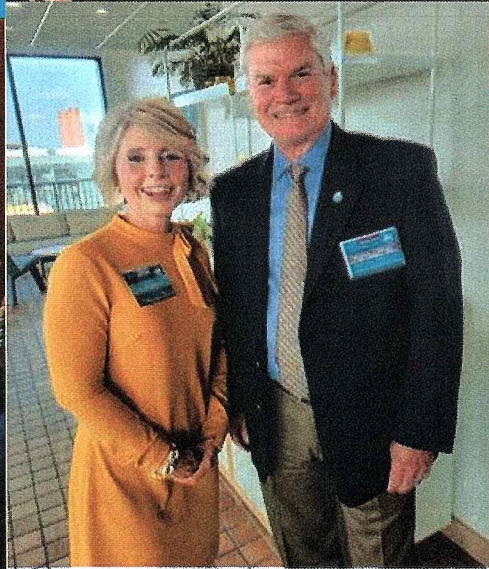
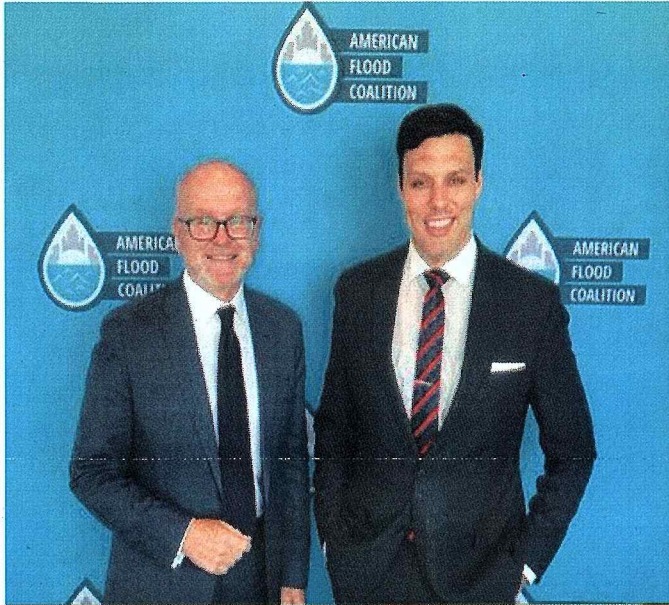
Rebuilding

Build back stronger to protect communities from future flooding

Military

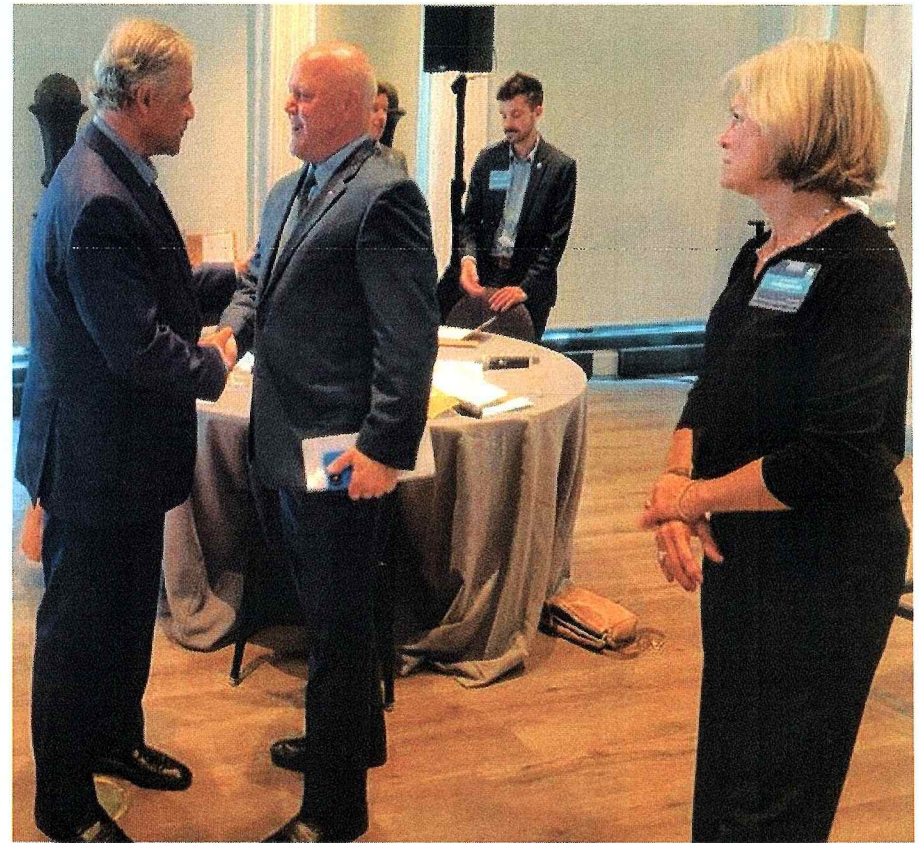
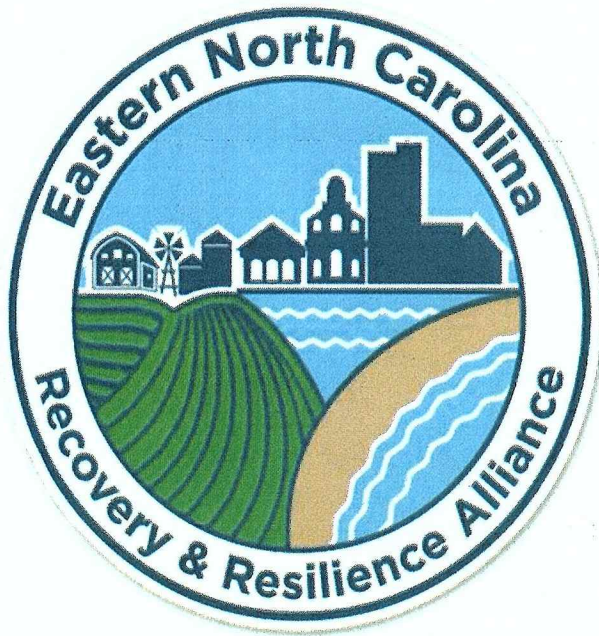
Ensure our military installations are ready to deploy 365 days a year







Eastern North Carolina Recovery & Resilience Alliance and American Flood Coalition





We have accomplished much, but more work to be done...

- ① Fund actionable **Flood Resilience Blueprint**
- ② Ensure resilient critical **transportation infrastructure**
- ③ Support riverine and **stream management** to reduce flooding
- ④ Increase resiliency **capacity and technical assistance** to local governments
- ⑤ Fund **flood mitigation** and innovative pilot projects



What we offer



Best-in-class educational guides

Scalable educational resources to meet our members' needs



Tools for effective communication

Opportunities and tools for communicating about flooding with stakeholders at all levels



Networks of leaders on flooding

Forum to connect virtually and in-person with other leaders and share learnings



Competitive local resilience pilots

Competitive local pilots that promote deeper engagement on flooding and sea level rise



Platform for advocacy and education

Strong platform that makes local voices and needs heard at the federal level





Member resource: Flood Funding Finder

This new tool breaks down federal grant and technical assistance programs best suited for flooding and sea level rise initiatives

Identifies programs by characteristics including:



Requires Presidential Disaster Declaration



No local cost share requirements



Special considerations for small municipalities



Supports project planning



Administered by state





Member resource: Dual Disaster Handbook



Find additional information and guidance on dual disasters at
www.floodcoalition.org/covid19

- In collaboration with the American Public Health Association, this guide highlights **six recommendations** for community leaders to prepare for the dual disasters of flooding and COVID-19
- Many places face an **overlap of COVID-19 and hurricane activity** alongside long-term budget strain
- Local leaders are **grappling with unique challenges**, such as sheltering and evacuation during the pandemic
- Smaller, under-resourced communities are **disproportionately affected by COVID-19 and flooding** and could be left behind





Member resources: Adaptation For All Guide



- The main purpose of the guidebook is **to help local leaders determine approaches to flooding or sea level rise that can work best for them**
- **Highlights 26 approaches** broken down by cost, benefits, and implementation considerations
- Most of the case studies found in the guide are from **communities with populations less than 50,000**
- **The guide will make it easier for communities of any size** to evaluate how those approaches can fit into their flood resilience strategies





Thank you! Questions?

Tony McEwen
Carolinas Director

tony@floodcoalition.org

Brian Paro
State Programs Director

brian@floodcoalition.org

Anne Baker
Senior Outreach Director

anne@floodcoalition.org

Rolando Hernández
Program Analyst

rolando@floodcoalition.org



AMERICAN

FLOOD

COALITION

Welcome

A NONPARTISAN COALITION
ADVOCATING FOR NATIONAL SOLUTIONS
TO SEA LEVEL RISE AND FLOODING

Member benefits



Add your voice to a powerful coalition that advocates for federal policy and funding. We're a 501(c)3 nonprofit organization and nonpartisan coalition advocating for national solutions to flooding and sea level rise. We proactively address the growing threat of higher seas, stronger storms, and more frequent floods by advocating for smarter planning and investments that protect our nation's residents, economy, and military installations.



Leverage best-in-class communications tools to engage citizens on flooding challenges and solutions. We provide talking points and messaging tips that enable local leaders to more effectively communicate to their citizens and advocate for their community.



Share best practices in a national forum that supports local and state level responses to flooding and sea level rise. Access our network of leaders, our member portal and educational resources, our monthly newsletter, and other tools.



How to use the coalition's Member Portal

Logging into your account

Access your account and create a profile by following the steps below:

- ① You will receive an email from info@floodcoalition.org with instructions about accessing your account and creating a user profile.
- ② Follow the link in the email to reset your password.
- ③ Once you have reset your password, follow the prompts on the screen to create your user profile.
 - ▶ Fill out basic information like your title and location.
 - ▶ You will have the option to fill in your expertise by writing a short bio and uploading a headshot.
- ④ If you check "I am willing to be contacted by other coalition members," other portal users will see your email address and phone number (if added). If you choose not to check this, your contact information will remain private.



If you have any issues accessing your account or resources, check that you are using the latest version of your internet browser.

Navigating the portal

Once you have created your profile, we encourage you to explore the portal, as described below:

- ① Use the **Dashboard** as your main view of the portal. Here you will find a snapshot of the latest announcements and resources.
- ② See a list of other portal users on the **Member Directory**. You can filter by member type, location, and expertise.
- ③ Find the latest announcements and events on the **Announcements** page. Click on specific announcements and events for more detail.
- ④ Access our library of educational resources on the **Resources** page.
- ⑤ Edit your profile at any time by clicking **My Profile**.
- ⑥ Find background materials about the coalition on the **Coalition Essentials** page. These include the coalition one-pager, our policy booklet, and more.

Once again, welcome to the portal! If you have any questions about this or do not receive an email with your login information, please reach out to info@floodcoalition.org.

Our objectives

We believe in the power of local voices, and will work with you to raise the profile of local flooding issues at a national level. Together, we look forward to advancing solutions that can support flood-affected communities, focused around these four objectives:



Economy

Invest in infrastructure and natural solutions that boost the economy and protect property values



Communities

Use proactive planning to keep communities safe and save taxpayer dollars



Rebuilding

Build back stronger to protect communities from future flooding



Military

Ensure our military installations are ready to deploy 365 days a year



Economy

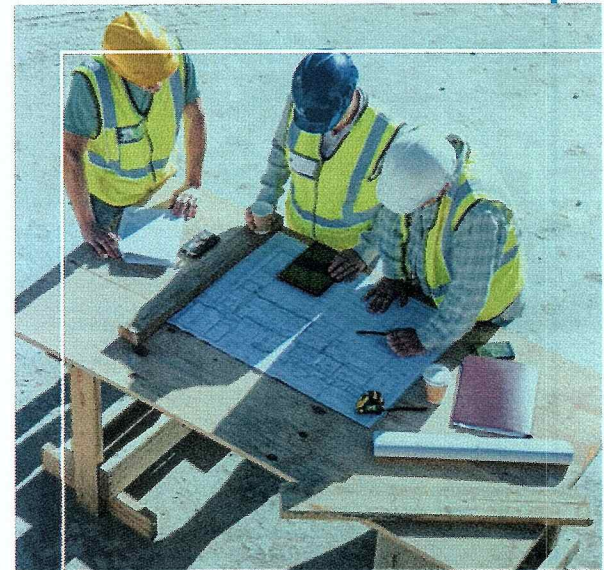
Invest in infrastructure and natural solutions that boost the economy and protect property values

Our national economy relies on our highways, ports, and other essential infrastructure, much of which is at risk from riverine, coastal, and flash flooding and sea level rise. The American Flood Coalition supports dedicated funding and incentives for resilience that will help prevent flood damage, ensure property values and coastal tourism remain strong, and spur innovation and job creation.

The construction of new infrastructure will create local employment opportunities that cannot be outsourced, bringing more jobs to the community. As our communities adapt to flooding and sea level rise, we'll also be able to build new businesses and innovation that we can export to others around the globe.

Policies

- ▶ Support communities investing in adaptation through dedicated federal funding and incentives, such as adaptation trust funds, revolving loan funds, and tax breaks
- ▶ Increase innovation grants for research into flood mitigation technology
- ▶ Facilitate the exchange of best practices among flood-affected communities
- ▶ Broaden available financing methods for flood infrastructure projects in ways that engage the private sector, such as public-private partnerships and low-interest debt financing



**Investing
\$100M
in water
infrastructure
creates an
estimated
1500+ jobs
in the local
community²**

² Value of Water Campaign. The Economic Benefits of Investing in Water Infrastructure. 2017.

Communities

Use smart planning to keep communities safe and save taxpayer dollars



**\$1 spent on
pre-disaster
mitigation
saves \$4-7
in disaster relief³**

Investing in resilience can save taxpayer dollars and untold heartache for affected communities, but to plan smart our communities need accurate information and policies that empower them to act. As a first step, the Federal Emergency Management Agency (FEMA) should upgrade its flood maps, 15% of which reflect information from the 1970s and 1980s, and none of which include future sea level rise.

Once communities understand their risk, they need federal funding for smart investments. We need to dramatically increase FEMA's pre-disaster mitigation funding, which currently makes up less than 1% of its budget. Communities should also be empowered with the flexibility to invest in living shorelines and other natural infrastructure solutions by making the planning and permitting process more efficient.

Policies

- ▶ Increase pre-disaster mitigation funding across agencies
- ▶ Adopt federal minimum flood standards across all major federal programs
- ▶ Update FEMA flood maps to reflect current data and include sea level rise projections
- ▶ Support efficient planning and permitting for living shorelines, including working with the Army Corps to expand the new living shoreline permit category

³National Institute of Building Sciences, Natural Hazard Mitigation Saves: 2017 Interim Report. December 2017.

Rebuilding

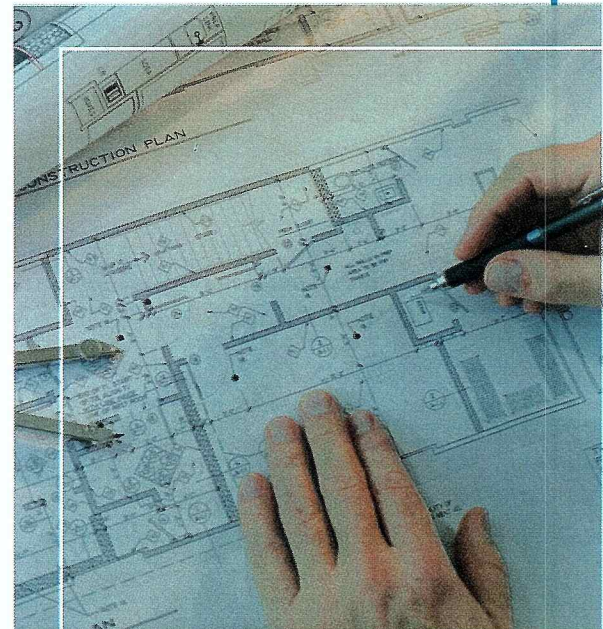
Build back stronger to protect communities from future flooding

When disaster strikes and the national government spends billions to rebuild, we need to build back stronger so our communities can withstand future flooding instead of drawing on taxpayer dollars to rebuild again and again. By creating federal standards for rebuilding that take a clear-eyed view of future risk, we can keep our citizens safe and prevent wasteful spending.

We need to improve Department of Housing and Urban Development (HUD), FEMA, and Small Business Administration (SBA) programs so that they allow and incentivize rebuilding to higher standards.

Policies

- ▶ Create federal resilience standards for rebuilding after hurricanes and flood events
- ▶ Issue guidance from HUD on how the Community Development Block Grant program can be used to encourage adaptive rebuilding
- ▶ Have FEMA allow for and incentivize the adaptation of damaged facilities with Public Assistance funding
- ▶ Allow the SBA Disaster Loan Program to incentivize resilient construction

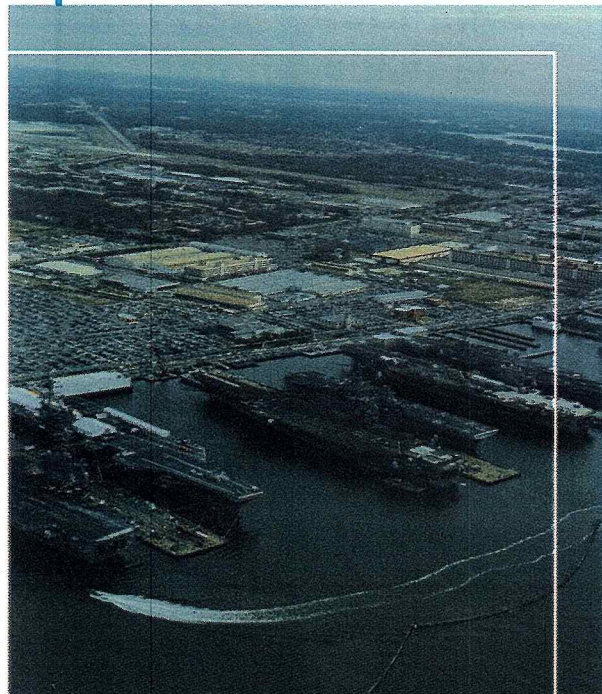


89% of registered voters support a requirement for all federally funded infrastructure to better withstand flooding⁴

⁴ The Pew Charitable Trusts. Poll. January 2018.

Military

**Ensure our military installations are ready to deploy
365 days a year**



**The DoD
found that
931 military
installations
have experienced
flooding⁶**

When military facilities are flooded, it puts our national security at risk. At Norfolk Naval Base, the main access road floods about 10 times per year, affecting the over 90% of servicemen who live off base⁵. Some installations are already taking action to protect against flooding, but we need coordinated national action.

The Department of Defense (DoD) must prioritize adaptation plans to ensure our military is prepared for the future, and we must give base commanders the flexibility to invest in critical infrastructure on and off the base.

Policies

- ▶ Give the DoD the authority to assess the impact of flooding on our military installations
- ▶ Allow base commanders the flexibility to use mission funds to address flooding off-base by expanding programs such as Defense Access Roads
- ▶ Promote alternative funding mechanisms for our military through public-private partnerships

⁵ Virginian-Pilot, Naval Station Norfolk's first 100 years: World's largest navy base anchored to community, June 2017.

⁶ Department of Defense Climate-Related Risk to DoD Infrastructure Initial Vulnerability Assessment Survey (SLVAS) Report. January 2018.

Your outreach team

Do you have questions, input or ideas about resources or activities that would benefit you and other members of the coalition as you seek to take action on the issues of flooding and sea level rise? Our Outreach Team is always interested in hearing from you. Please do not hesitate to be in touch!

Contact us



Anne Baker

Senior Outreach Director
Anne@floodcoalition.org



Brian Paro

State Programs Director
Brian@floodcoalition.org



Liz Cassin

Senior Outreach Associate
Liz@floodcoalition.org



Rolando Hernandez

Program Analyst
Rolando@floodcoalition.org

Connect with us:  outreach@floodcoalition.org  [@floodcoalition](https://twitter.com/floodcoalition)  [@AmericanFloodCoalition](https://www.facebook.com/AmericanFloodCoalition)



County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Representative Name and Department: Robert Cox	Meeting Date: September 19, 2022
Subject: Tourism Development Authority (TDA) Board Appointment	
Summary, explanation and background: TDA Board has an opening and we would like to place Mr. Whaley in that position.	
Requested Action: Approve Jordon Whaley to the Tourism Development Authority Board	
Budget impact for this fiscal year: N/A	
Budget impact for subsequent years: N/A	
Time needed to explain to Commissioners: 1-2 Minutes	
Attachments: See Board nomination form.	
Instructions for what to do with attachments once approved:	

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

Application for Appointment to a Duplin County, NC --- Board, Commission or Committee

Date 9.8.2022

Name Jordon Whaley

Address 220 Cabin Lake Road

City Pink Hill

State NC

Zip Code 28572

Telephone 910-298-3648

Email cabinlakecp@gmail.com

Interested in being appointed to:

Tourism Development Authority

Qualifications:

Experience In parks/recreation. Also leads one of our tourism attractions.

County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Representative Name and Department: Brian Matthis, Duplin County Fire & Emergency Management	Meeting Date: September 19, 2022
Subject: Change Duplin County Secondary Agent for NCEM Hazard Mitigation Grant Program	
Summary, explanation and background: For the program manager, point of contact, and secondary agent on behalf of Duplin County for NC Emergency Management's Hazard Mitigation Grant Program to change, the Board of County Commissioners must approve it. This person is responsible for managing the grant, including working with the citizens enrolled in the program, working with the contracted management agency, coordinating with NC Emergency Management, and submitting documentation for FEMA reimbursement.	
Requested Action: Approval of the change of the secondary agent and point of contact for the Hazard Mitigation Grant Program from Elizabeth Stalls to Brian Matthis. Additionally, approval to add Matthew Barwick as a Designated Agent for the Hurricane Florence Generator Grant Project.	
Budget impact for this fiscal year: None	
Budget impact for subsequent years: None	
Time needed to explain to Commissioners: 5 Minutes	
Attachments: North Carolina Emergency Management Designation of Applicant's Agent Form for Brian Matthis & Matthew Barwick.	
Instructions for what to do with attachments once approved: Signed by the BOCC Chairman.	

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

RESOLUTION **DESIGNATION OF APPLICANT'S AGENT**

North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) Duplin County	Disaster Number: DR-4285/DR-4393
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): North Carolina Department of Public Safety	
Applicant's Fiscal Year (FY) Start Month: July Day: 1	
Applicant's Federal Employer's Identification Number 56 - 6000296	
Applicant's Federal Information Processing Standards (FIPS) Number - 37061 -	

PRIMARY AGENT	SECONDARY AGENT
Agent's Name Davis H. Brinson	Agent's Name Brian Matthis
Organization Duplin County	Organization Duplin County
Official Position County Manager	Official Position Emergency Management Planner
Mailing Address PO Box 950	Mailing Address 209 Seminary Street
City ,State, Zip Kenansville, NC 28349	City ,State, Zip Kenansville, NC 28349
Daytime Telephone (910) 296-2104	Daytime Telephone (910) 372-9213
Facsimile Number	Facsimile Number
Pager or Cellular Number	Pager or Cellular Number (910) 290-0430

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this _____ day of _____, 20__.

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title Board of County Commissioners	Name Dexter Edwards
Name and Title	Official Position Chairman
Name and Title	Daytime Telephone (910) 296-2104

CERTIFICATION

I, Dexter Edwards, (Name) duly appointed and Chairman (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of Duplin County (Organization) on the _____ day of _____, 20__.

Date: _____

Signature: _____

APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, 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 applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

RESOLUTION **DESIGNATION OF APPLICANT'S AGENT**

North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) Duplin County	Disaster Number: DR-4393-0071
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): North Carolina Department of Public Safety	
Applicant's Fiscal Year (FY) Start Month: July Day: 1	
Applicant's Federal Employer's Identification Number 56 - 6000296	
Applicant's Federal Information Processing Standards (FIPS) Number - 37061 -	

PRIMARY AGENT	SECONDARY AGENT
Agent's Name Davis H. Brinson	Agent's Name Matthew Barwick
Organization Duplin County	Organization Duplin County
Official Position County Manager	Official Position Emergency Management Director
Mailing Address PO Box 950	Mailing Address 209 Seminary Street
City ,State, Zip Kenansville, NC 28349	City ,State, Zip Kenansville, NC 28349
Daytime Telephone (910) 296-2104	Daytime Telephone (910) 372-9214
Facsimile Number	Facsimile Number
Pager or Cellular Number	Pager or Cellular Number (910) 289-7605

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this _____ day of _____, 20_____.

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title Board of County Commissioners	Name Dexter Edwards
Name and Title	Official Position Chairman
Name and Title	Daytime Telephone (910) 296-2104

CERTIFICATION

I, Dexter Edwards, (Name) duly appointed and Chairman (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of Duplin County (Organization) on the _____ day of _____, 20_____.

Date: _____ Signature: _____

APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, 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 applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Representative Name and Department: GARY M. ROSE—TAX ADMINISTRATION	Meeting Date: SEPTEMBER 19, 2022
Subject: PRINTING SERVICES	
Summary, explanation and background: For the last several years the Tax Office has outsourced the printing and mailing of tax bills, late tax bills, and listing forms. The vendor that has provided these services has let their service become subpar and the Tax Office wishes to contract with another vendor. Costs should be about the same, better service is the only reason for the switch.	
Requested Action: Approve the contract and letter of authorization with DivCoData for printing services.	
Budget impact for this fiscal year:	
Budget impact for subsequent years:	
Time needed to explain to Commissioners: Five to ten minutes.	
Attachments: Contract and Letter of Authorization with DivCoData.	
Instructions for what to do with attachments once approved:	

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

SERVICE CONTRACT

NORTH CAROLINA DUPLIN COUNTY

THIS CONTRACT is made and entered into this the ____ day of September 2022, by and between the **COUNTY of DUPLIN**, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and Diversified Companies, LLC "DivCo Data", a corporation duly authorized to do business in the State of North Carolina, (hereinafter generally referred to as "CONTRACTOR").

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

- 1. SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"), which is a Letter of Authorization and estimate submitted by CONTRACTOR on August 26, 2022. Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.
- 2. TERM OF CONTRACT.** The Term of this Contract for Services is from November 1, 2022 to October 31, 2023 unless sooner terminated as provided herein. The Contract may thereafter be renewed for subsequent one-year terms upon mutual written agreement of the parties.
- 3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall attempt in good faith to provide all services required hereunder for an amount equal to or less than the estimate of \$20,294 as set forth in Attachment 1. Notwithstanding the foregoing, the parties hereby agree that, under no circumstance shall CONTRACTOR receive from COUNTY cumulative payments exceeding \$24,794 (not including postage) as full annual compensation for the provision of Services under this Contract. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this Contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.
- 4. INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
- 5. INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential

(including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

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

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

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

6. **LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL.** All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.
7. **CONFIDENTIALITY.** All data and information, both written and verbal, furnished to Contractor by County shall be regarded as confidential, shall remain the sole property of County and shall be held in confidence and safekeeping by Contractor for the sole use of the parties and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than County or County's designated legal counsel, accountants or practice management consultants any information about County, its practice or billing. Contractor acknowledges that it is subject to and agrees to comply with all rules, regulations, and policies of County's Information Technology (IT) Department.
8. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
9. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age,

sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

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

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

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

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

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

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

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

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

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

17. GOOD STANDING WITH COUNTY. CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during

the Term of this Contract.

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

COUNTY OF DUPLIN
ATTN: GARY M. ROSE
PO BOX 968
KENANSVILLE, NC 28349

CONTRACTOR:
ATTN: AMANDA WOOD
3721 POWERS COURT
CHATTANOOGA, TN 37416

- 19. AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.
- 20. COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
- 21. ANNUAL APPROPRIATIONS AND FUNDING.** This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.
- 22. EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
- 23. ENTIRE CONTRACT.** This Contract, including Attachment 1, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- 24. HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- 25. EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

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

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

Reviewed by Department Head

Date Reviewed: _____

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

Duplin County Finance Officer

CONTRACTOR

By: John Dawson

Printed Name: John Dawson

Title: Managing Partner

DUPLIN COUNTY

By: _____

Printed Name: _____

Title: _____

ATTACHMENT 1" LETTER OF AUTHORIZATION

LETTER OF AUTHORIZATION

8/26/2022

Duplin County Tax Administrator
 Attn: Gary Rose
 117 Beasley Street
 Kenansville, NC 28349

Dear Gary Rose,

This Letter of Authorization ("LOA") will confirm the Duplin County Tax Administrator request for the following printing services at the price(s) indicated below:

Tax Notices-Real/Business Property and Exemptions-Statement Style

Description	Pricing**
1. #10 Generic Double Window Envelope, white stock, 1-color imprint 2. #9 Generic Return Envelope, white stock, 1-color imprint 3. 2-sided 8.5 x 11 notice, color front with a black back page on white 1/3 perf stock 4. Variable data imprint 5. All processing, printing and mailing services therein	\$0.14 per notice
Flats: When multiple notices are grouped into a single envelope, those groupings with 6+ notices must be inserted into a 9x12 envelope with a special, mailing cover sheet	\$1.00 per envelope
<i>*pricing does not include Track and Trace or Variable QR Codes</i> <i>**pricing does not include postage, which is required prior to mailing date</i>	
Set-up Fee	None
Postage Estimate will be sent prior to each mailing Est. Number of Real Property Tax Notices: 39,000 Est. Mail Date: July 15	

Tax Final Notices-Statement Style

Description	Pricing**
1. #10 Generic Double Window Envelope, white stock, 1-color imprint 2. #9 Generic Return Envelope, white stock, 1-color imprint 3. 2-sided 8.5 x 11 notice, color front with a black back page on white 1/3 perf stock 4. Black variable data imprint 5. All processing, printing and mailing services therein	\$0.14 per notice
Flats: When multiple notices are grouped into a single envelope, those groupings with 6+ notices must be inserted into a 9x12 envelope with a special, mailing cover sheet	\$1.00 per envelope
<i>*pricing does not include Track and Trace or Variable QR Codes</i> <i>**pricing does not include postage, which is required prior to mailing date</i>	
Set-up Fee Per Mailing	\$175.00
Postage Estimate will be sent prior to each mailing Est. Number of Final Notices: 12,000 Est. Mail Date: Jan. 1	

Tax Listing Notices-Real and Personal-Statement Style

Description	Pricing**
1. #10 Generic Double Window Envelope, white stock, 1-color imprint 2. #9 Generic Return Envelope, white stock, 1-color imprint 3. 2-sided, 3 page set, 1 st page color, remaining pages black notice, on white stock 4. Variable data imprint 5. All processing, printing and mailing services therein	\$0.24 per set
Flats: When multiple notices are grouped into a single envelope, those groupings with 6+ notices must be inserted into a 9x12 envelope with a special, mailing cover sheet	\$1.00 per envelope
<i>*pricing does not include Track and Trace or Variable QR Codes</i> <i>**pricing does not include postage, which is required prior to mailing date</i>	
Set-up Fee	\$175.00
Postage Estimate will be sent prior to each mailing Est. Number of Real/PP Tax Listing Notices: 11,000 Est. Mail Date: Dec. 31 Est. Number of Office Use Notices-shipped: 11,000 Est. Ship Date: Dec. 22	

Tax Listing Notices-Business-Statement Style

Description	Pricing**
1. #10 Generic Double Window Envelope, white stock, 1-color imprint 2. #9 Generic Return Envelope, white stock, 1-color imprint 3. 2-sided, 6 page set in black ink, on white stock 4. Variable data imprint 5. All processing, printing and mailing services therein	\$0.32 per set
Flats: When multiple notices are grouped into a single envelope, those groupings with 6+ notices must be inserted into a 9x12 envelope with a special, mailing cover sheet	\$1.00 per envelope
<i>*pricing does not include Track and Trace or Variable QR Codes</i> <i>**pricing does not include postage, which is required prior to mailing date</i>	
Set-up Fee	\$175.00
Postage Estimate will be sent prior to each mailing Est. Number of Business Tax Listing Notices: 3200 Est. Mail Date: Dec. 31	

Re-Evaluation Tax Notices-Statement Style

Description	Pricing**
1. #10 Generic Double Window Envelope, white stock, 1-color imprint 2. #9 Generic Return Envelope, white stock, 1-color imprint 3. 2-sided color, 8.5 x 11, notice on white 1/3 perforated stock 4. Variable data imprint 5. All processing, printing and mailing services therein	\$0.15 per notice
Flats: When multiple notices are grouped into a single envelope, those groupings with 6+ notices must be inserted into a 9x12 envelope with a special, mailing cover sheet	\$1.00 per envelope
*pricing does not include Track and Trace or Variable QR Codes **pricing does not include postage, which is required prior to mailing date	
Set-up Fee	None
Postage Estimate will be sent prior to each mailing Est. Number of Re-Evaluation Tax Notices: 41,000 Est. Mail Date: Feb 2023	

Additional Services and Add-Ons

Description	Pricing	Initials for Approval
*Track and Trace	See attached information sheet	
PDF file of notices in a single file format	\$75.00 per mailing	
PDF File of notices as individual PDF's	\$75.00 per mailing plus \$0.01 per converted PDF notice	

Expected Total for Services: **Real/PP Main Mailing: \$5460**
 Final Notices: \$1855
 Real/PP Tax Listings: \$5630
 Business Tax Listings: \$1199
 Re-Eval Notices: \$6150
 Expected Total for Services: **\$20,294**

Postage, Track-N-Trace and additional service are not included with the totals above



Postage is to be pre-paid by the County based on an estimate provided by Diversified (DivCoData). Any difference between actual postage and estimated postage will be reconciled on the final invoice for services.

The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect for 12 months from the date of the Agreement, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties. In the event that either party wishes to terminate this Agreement, that party will be required to provide a notice period of 30 days.

Acceptance

Accepted: DivCoData

By: Amanda Wood

Title: Account Executive

Date: August 26, 2022

Accepted: Duplin County Tax Administrator

By: _____

Title: _____

Date: _____

ADD Intelligent Mail Statement Tracking Track N Trace[®] with DivCoData

Statement Tracking Solution from Mail Date to Delivery!

WHAT IS *Track N Trace*[®]?

- ✓ *Track N Trace*[®] is a web based interactive service that uses United States Postal Service[®] Informed Delivery[™] service to track automated First-Class[®], Standard[®], mail pieces from Mail Date to Delivery.

KEY BENEFITS OF USING *Track N Trace*[®]?

- ✓ Delivery Confirmation
- ✓ Predict delivery times
- ✓ Document step-by-step delivery information from postal facilities all from mailing to delivery
- ✓ Documenting date and time the statement is placed in the recipient mailbox, etc.
- ✓ Higher Postal Service Accountability
- ✓ On-demand Search & Confirm provides documentation to your customers using our web-based user interface
- ✓ Comprehensive reporting on current progress, or past performance of the mail
- ✓ Greater control of your statements

HOW MUCH DOES *Track N Trace*[®] COST?

- ✓ 100,000 plus records = .005 per record
- ✓ 50,000-99,999 records = .0065 per record
- ✓ 20,000-49,999 records = .01 per record
- ✓ 5,000-19,999 records = .015 per record
- ✓ Under 5,000 = .0175 per record

County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name/Department: Joe McKemey/Water Department	Meeting Date: September 19, 2022
Subject: Approval to submit an Asset Inventory and Assessment Grant Application through the Division of Water Infrastructure for Albertson Water and Sewer District.	
<p>Summary explanation and background:</p> <p>The NCDEQ Division of Water Infrastructure has funds available for units of government to conduct utility inventory and assessments. Funds can be used for GIS work, Capital Improvement planning, rate assessments, and inventory of assets to determine condition and functionality. Maximum grant application is in the amount of \$400,000. Applications are due September 30, 2022. See attachments</p>	
Requested Action: Adoption of Resolution Authorizing Asset Inventory and Assessment Application for grant funding for Albertson Water and Sewer District Water System Evaluation.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.)	\$0.00
Budget impact for subsequent years: (Funds available, allocation needed, etc.)	\$0.00. Project will consist of 100% grant funding.
Time needed to explain to Commissioners: Five Minutes	
Attachments: Resolution Authorizing Asset Inventory and Assessment Application	
Instructions for what to do with attachments once approved: Execution of the Resolution	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr at jaimec@duplincountync.com or Davis H. Brinson at dbrinson@duplincountync.com. The deadline for getting on the agenda is **Noon** on the Wednesday preceding the meeting by the agenda deadline.

DUPLIN COUNTY
BOARD OF COMMISSIONERS
SEPTEMBER 19, 2022

I. Albertson Water and Sewer District Asset Inventory and Assessment (AIA) Funding Application

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

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

RESOLUTION
AUTHORIZING ASSET INVENTORY AND ASSESSMENT APPLICATION
WATER SYSTEM EVALUATION AND IMPROVEMENTS
ALBERTSON WATER AND SEWER DISTRICT

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

WHEREAS, Albertson Water and Sewer District intends to request State loan and/or grant assistance for the project.

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

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

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

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

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

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

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

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

Adopted this the 19th day of September, 2022 at Duplin County, North Carolina.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Duplin County does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Duplin County Board of Commissioners duly held on the 19th day of September, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of September, 2022.

(SEAL)

ATTEST:

Davis H. Brinson
Clerk to the Board

County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name/Department: Joe McKemey/Water Department	Meeting Date: September 19, 2022
Subject: Approval to submit an Asset Inventory and Assessment Grant Application through the Division of Water Infrastructure for Duplin County Water District B.	
<p>Summary explanation and background:</p> <p>The NCDEQ Division of Water Infrastructure has funds available for units of government to conduct utility inventory and assessments. Funds can be used for GIS work, Capital Improvement planning, rate assessments, and inventory of assets to determine condition and functionality. Maximum grant application is in the amount of \$400,000. Applications are due September 30, 2022. See attachments</p>	
Requested Action: Adoption of Resolution Authorizing Asset Inventory and Assessment Application for grant funding for Duplin County Water District B.	
<p>Budget impact for this fiscal year: (Funds available, allocation needed, etc.) \$0.00</p>	
<p>Budget impact for subsequent years: (Funds available, allocation needed, etc.) \$0.00. Project will consist of 100% grant funding.</p>	
Time needed to explain to Commissioners: Five Minutes	
Attachments: Resolution Authorizing Asset Inventory and Assessment Application	
Instructions for what to do with attachments once approved: Execution of the Resolution	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr at jaimec@duplincountync.com or Davis H. Brinson at dbrinson@duplincountync.com. The deadline for getting on the agenda is **Noon** on the Wednesday preceding the meeting by the agenda deadline.

DUPLIN COUNTY
BOARD OF COMMISSIONERS
SEPTEMBER 19, 2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted this the 19th day of September, 2022 at Duplin County, North Carolina.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Duplin County does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Duplin County Board of Commissioners duly held on the 19th day of September, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of September, 2022.

(SEAL)

ATTEST:

Davis H. Brinson
Clerk to the Board

County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name/Department: Joe McKemey/Water Department	Meeting Date: September 19, 2022
Subject: Approval to submit an Asset Inventory and Assessment Grant Application through the Division of Water Infrastructure for Duplin County Water District D.	
<p>Summary explanation and background:</p> <p>The NCDEQ Division of Water Infrastructure has funds available for units of government to conduct utility inventory and assessments. Funds can be used for GIS work, Capital Improvement planning, rate assessments, and inventory of assets to determine condition and functionality. Maximum grant application is in the amount of \$400,000. Applications are due September 30, 2022. See attachments</p>	
Requested Action: Adoption of Resolution Authorizing Asset Inventory and Assessment Application for grant funding for Duplin County Water District D.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) \$0.00	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) \$0.00. Project will consist of 100% grant funding.	
Time needed to explain to Commissioners: Five Minutes	
Attachments: Resolution Authorizing Asset Inventory and Assessment Application	
Instructions for what to do with attachments once approved: Execution of the Resolution	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr at jamec@duplincountync.com or Davis H. Brinson at dbrinson@duplincountync.com. The deadline for getting on the agenda is **Noon** on the Wednesday preceding the meeting by the agenda deadline.

DUPLIN COUNTY
BOARD OF COMMISSIONERS
SEPTEMBER 19, 2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted this the 19th day of September, 2022 at Duplin County, North Carolina.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Duplin County does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Duplin County Board of Commissioners duly held on the 19th day of September, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of September, 2022.

(SEAL)

ATTEST:

Davis H. Brinson
Clerk to the Board

County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name/Department: Joe McKemey/Water Department	Meeting Date: September 19, 2022
Subject: Approval to submit an Asset Inventory and Assessment Grant Application through the Division of Water Infrastructure for Duplin County Water District E.	
<p>Summary explanation and background:</p> <p>The NCDEQ Division of Water Infrastructure has funds available for units of government to conduct utility inventory and assessments. Funds can be used for GIS work, Capital Improvement planning, rate assessments, and inventory of assets to determine condition and functionality. Maximum grant application is in the amount of \$400,000. Applications are due September 30, 2022. See attachments</p>	
Requested Action: Adoption of Resolution Authorizing Asset Inventory and Assessment Application for grant funding for Duplin County Water District E.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.)	\$0.00
Budget impact for subsequent years: (Funds available, allocation needed, etc.)	\$0.00. Project will consist of 100% grant funding.
Time needed to explain to Commissioners: Five Minutes	
Attachments: Resolution Authorizing Asset Inventory and Assessment Application	
Instructions for what to do with attachments once approved: Execution of the Resolution	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr at jamec@duplincountync.com or Davis H. Brinson at dbrinson@duplincountync.com. The deadline for getting on the agenda is **Noon** on the Wednesday preceding the meeting by the agenda deadline.

DUPLIN COUNTY
BOARD OF COMMISSIONERS
SEPTEMBER 19, 2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted this the 19th day of September, 2022 at Duplin County, North Carolina.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Duplin County does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Duplin County Board of Commissioners duly held on the 19th day of September, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of September, 2022.

(SEAL)

ATTEST:

Davis H. Brinson
Clerk to the Board

County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name/Department: Joe McKemey/Water Department	Meeting Date: September 19, 2022
Subject: Approval to submit an Asset Inventory and Assessment Grant Application through the Division of Water Infrastructure for Duplin County Water District F.	
<p>Summary explanation and background:</p> <p>The NCDEQ Division of Water Infrastructure has funds available for units of government to conduct utility inventory and assessments. Funds can be used for GIS work, Capital Improvement planning, rate assessments, and inventory of assets to determine condition and functionality. Maximum grant application is in the amount of \$400,000. Applications are due September 30, 2022. See attachments</p>	
Requested Action: Adoption of Resolution Authorizing Asset Inventory and Assessment Application for grant funding for Duplin County Water District F.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.)	\$0.00
Budget impact for subsequent years: (Funds available, allocation needed, etc.)	\$0.00. Project will consist of 100% grant funding.
Time needed to explain to Commissioners: Five Minutes	
Attachments: Resolution Authorizing Asset Inventory and Assessment Application	
Instructions for what to do with attachments once approved: Execution of the Resolution	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr at jamec@duplincountync.com or Davis H. Brinson at dbrinson@duplincountync.com. The deadline for getting on the agenda is **Noon** on the Wednesday preceding the meeting by the agenda deadline.

DUPLIN COUNTY
BOARD OF COMMISSIONERS
SEPTEMBER 19, 2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted this the 19th day of September, 2022 at Duplin County, North Carolina.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Duplin County does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Duplin County Board of Commissioners duly held on the 19th day of September, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of September, 2022.

(SEAL)

ATTEST:

Davis H. Brinson
Clerk to the Board

County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name/Department: Joe McKemey/Water Department	Meeting Date: September 19, 2022
Subject: Approval to submit an Asset Inventory and Assessment Grant Application through the Division of Water Infrastructure for Duplin County Water District G.	
<p>Summary explanation and background:</p> <p>The NCDEQ Division of Water Infrastructure has funds available for units of government to conduct utility inventory and assessments. Funds can be used for GIS work, Capital Improvement planning, rate assessments, and inventory of assets to determine condition and functionality. Maximum grant application is in the amount of \$400,000. Applications are due September 30, 2022. See attachments</p>	
Requested Action: Adoption of Resolution Authorizing Asset Inventory and Assessment Application for grant funding for Duplin County Water District G.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) \$0.00	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) \$0.00. Project will consist of 100% grant funding.	
Time needed to explain to Commissioners: Five Minutes	
Attachments: Resolution Authorizing Asset Inventory and Assessment Application	
Instructions for what to do with attachments once approved: Execution of the Resolution	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr at jamec@duplincountync.com or Davis H. Brinson at dbrinson@duplincountync.com. The deadline for getting on the agenda is **Noon** on the Wednesday preceding the meeting by the agenda deadline.

DUPLIN COUNTY
BOARD OF COMMISSIONERS
SEPTEMBER 19, 2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted this the 19th day of September, 2022 at Duplin County, North Carolina.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Duplin County does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Duplin County Board of Commissioners duly held on the 19th day of September, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of September, 2022.

(SEAL)

ATTEST:

Davis H. Brinson
Clerk to the Board

County Commissioners

Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: Davis H. Brinson, County Manager / Clerk to the Board	Meeting Date: September 19, 2022
Subject: Appointment of Kimberly Wickline to the Duplin County Juvenile Crime Prevention Council	
<p>Summary, explanation and background: Davis H. Brinson, County Manager/Clerk to the Board will appear before the Board to request the appointment of Kimberly Wickline to the Duplin County Juvenile Crime Prevention Council. Mrs. Wickline has expressed an interest in serving on JCPC. She is the mother of both middle and high school aged children and states that she has a personal interest in contributing to the health, wellness and positive life choices of our youth. She is employed by Duplin County in the Human Resources Dept.</p> <p>The Juvenile Crime Prevention Council (JCPC) is the local organization charged by the N.C. General Assembly to plan, organize, and evaluate locally-based programs designed to prevent and mitigate juvenile delinquency in Mecklenburg County. Specifically, the JCPC is to develop community-based alternatives to training schools and to provide community-based delinquency and substance abuse prevention strategies and programs.</p>	
Requested Action: Motion to appoint Kimberly Wickline to the Duplin County Juvenile Crime Prevention Council.	
Budget impact for this fiscal year: N/A	
Budget impact for subsequent years: N/A	
Time needed to explain to Commissioners: 1 minute	
Attachments: Application for Appointment to a Duplin County, NC --- Board, Commission or Committee	
Instructions for what to do with attachments once approved: N/A	

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

Application for Appointment to a Duplin County, NC --- Board, Commission or Committee

Date 09/08/2022

Name Kimberly Wickline

Address 206 Classy Court

City Richlands

State North Carolina

Zip Code 28574

Telephone 910-967-4210

Email kimberly.wickline@duplincountync.com

Interested in being appointed to:

Juvenile Crime Prevention Council

Qualifications:

As a mother of middle and high school aged children I have a personal interest in contributing to the health, wellness, and positive life choices of our youth. Rasing teenagers I see the daily struggles they are faced with and I want to do my part to ensure that support and knowledge is provided. I also feel as an employee with Duplin County Human Resources it is my responsibility to do what I can to encourage the youth of our society to make smart choices to steer clear of legal or crimial troubles and become contributing members of society in adulthood.

County Commissioners

Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: Davis H. Brinson, County Manager / Clerk to the Board	Meeting Date: September 19, 2022
Subject: Notice of Award for Events Center Parking Project	
Summary, explanation and background: The Duplin County Events Center was awarded \$500,000 from the NC Dept. of Agriculture & Consumer Services in the FY22 NC State budget for additional parking. Duplin County has contracted with The Adams Company, Inc, Engineering and Design to oversee the project. On September 8, 2022, bids were opened for the project. The lowest responsible bidder for the project including grading, paving, all site work, and a new slide gate was Legion Asphalt, Inc. at a bid price of \$184,750.00. Based on the bid tabulation summary it is the recommendation of both The Adams Company, Inc. and the County Manager that the Board approve the notice of award and authorize the Chairman to sign same. It is also recommended that the County Manager be authorized to sign and approve change orders and other contract documents going forward.	
Requested Action: Motion to award the Duplin County Events Center Parking Project to the lowest responsible bidder, Legion Asphalt, Inc., to approve and authorize the Chairman to sign the notice of award and to authorize the County Manager to sign and approve change orders and other contract documents regarding this project.	
Budget impact for this fiscal year: N/A as the funds will come from a \$500,000.00 grant from the NC Department of Agriculture & Consumer Services	
Budget impact for subsequent years: N/A	
Time needed to explain to Commissioners: 5 minutes	
Attachments: Memo from Joshua Outlaw, PE of The Adams Company, Inc. Engineering and Design dated September 12, 2022; Duplin County Events Center Parking Project Bid Tabulation Detail Report; and Notice of Award for Duplin County Events Center Parking Project	
Instructions for what to do with attachments once approved: Return to the Office of the County Manager/Clerk to the Board.	

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

THE ADAMS COMPANY INC.
ENGINEERING AND DESIGN

Firm License No. C-4438

708 Abner Phillips Road | Warsaw, NC 28398 | (910) 293-2770

MEMO

To: Davis Brinson
From: Joshua Outlaw
Subject: Recommendation of Award
Duplin Events Center Parking Project
Date: September 12, 2022

On September 8, 2022 at 2:00 pm bids were received at the Duplin County Administration Building. The Bids were opened and read aloud. Attached is the Bid Tabulation Summary and a Notice of Award.

The contractor is not on a federal or state debarred list and is a licensed corporation in the state of NC; therefore, they are eligible to perform the work.

Based on the information on the Bid Tabulation Summary, it is recommended that the County award the Events Center Parking contract to the lowest responsible bidder, Legion Asphalt, Inc at a bid price of \$184,750.00.

Please present this to the Board and upon Board approval have the Chairman sign the Notice of Award and forward me the original.

In addition to approving the award, please have the Board make a motion to allow the County Manager to sign and approve change orders and other contract documents going forward.

Duplin County Events Center Parking

Bid Tabulation Detail

9/8/2022

Item	Description	Unit	Quantity	Hatcher Builders LLC Unit Price	Amount	Legion Asphalt, Inc Unit Price	Amount
1	Site Work (includes removal of existing driveway rock, undercut/removal of topsoil, subgrade prep, paving, fine grading to include swale, storm drainage, erosion control, and seeding, as shown on plan)	LS	1	243,000.00	243,000.00	\$ 158,900.00	158,900.00
2	Motorized Gate (includes new slide gate, gate operator, and modification to existing fence as needed)	LS	1	28,500.00	28,500.00	\$ 25,850.00	25,850.00
					271,500.00		184,750.00

I certify that these bids were received by the County of Duplin at 2:00 pm on September 8, 2022.
The bids have been opened and verified to be correct to the best of my knowledge and belief.



9-8-22

SECTION 00350

NOTICE OF AWARD

To: Legion Asphalt, Inc.
3887 S NC 41 Hwy
Wallace, NC 28466

PROJECT Description:

Duplin Events Center Parking Project including:
grading, paving, all site work, and new slide gate as noted in plans.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated August 18, 2022 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of
\$ 184,750.00.

You are required by the Information for BIDDERS to execute the certificates of insurance within twenty (20) calendar days from the date of this Notice to you.

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

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 19th day of September, 2022.

Owner: County of Duplin

By: _____

Name: Dexter Edwards

Title: Chairman

ACCEPTANCE OF NOTICE

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

By: _____

Name: _____



Title: _____

END OF SECTION

County Commissioners

Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: Tracey Simmons-Kornegay/Health Department	Meeting Date: September 19, 2022
Subject: ARPA Public Health Workforce Care Management Regionalization Project	
<p>Summary, explanation and background:</p> <p>The ARPA Public Health Workforce Care Management Regionalization Project was designed and to plan a regionalization pilot for a shared care management model services for Case Management for At-Risk Children (CMARC) and Case Management for High-Risk Pregnancy (CMHRP) programs in two distinct regions (Region 8 & 9) of North Carolina.</p> <p>At the August 1, 2022, the Board accepted this Agreement Addendum 621-1 (ARPA COVID-19 PH Regional Workforce) to include the Care Management Regionalization Project. Tonight's agenda request is to create 2-grant funded positions (Public Health Nurse Consultant and Accounting Specialist) to assist regionally with assessing, planning, implementing, and evaluating this pilot project as well as provide accounting support. Additionally, both positions will support for 2-additional ARPA funded regional projects (Long Term Care [AA 545] and Work Force Development [AA 620]). After approved by the Board, a PD 118 will be submitted to the State Office of Human Resources.</p>	
<p>Requested Action:</p> <ul style="list-style-type: none">• Approval to create 2 FTE County Positions with COVID ARPA State funds<ul style="list-style-type: none">○ Public Health Nurse Consultant II○ Accounting Specialist II	
<p>Budget impact for this fiscal year: (Funds available, allocation needed, etc.)</p> <ul style="list-style-type: none">• None	
<p>Budget impact for subsequent years: (Funds available, allocation needed, etc.)</p> <ul style="list-style-type: none">• None	
Time needed to explain to Commissioners: 5 minutes	
<p>Attachments:</p> <div> 621-1 FY23 Duplin.pdf</div> <div> ARPA%20CM%20Re gionalization%20SO</div>	
Instructions for what to do with attachments once approved:	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr at jaimec@duplincountync.com or Davis H. Brinson at dbrinson@duplincountync.com. The deadline for getting on the agenda is Noon on the Wednesday preceding the meeting. by the agenda

Division of Public Health

Agreement Addendum

FY 22-23

Page 1 of 2

Duplin County Health Department
Local Health Department Legal Name

621 ARPA COVID-19 PH Regional Workforce
Activity Number and Description

06/01/2022 – 05/31/2023
Service Period

07/01/2022 – 06/30/2023
Payment Period

☐ Original Agreement Addendum
☒ Agreement Addendum Revision # 1

Fiscal: Epidemiology / Public Health
Preparedness and Response
Program: Administrative, Local, and
Community Support / Local Technical
Assistance and Training

DPH Section / Branch Name

Fiscal: Wayne Mixon, 919 546 1831
wayne.mixon@dhhs.nc.gov
Program: Beth Lovette, 919-707-5001
beth.lovette@dhhs.nc.gov

DPH Program Contact
(name, phone number, and email)

DPH Program Signature **Date**
(only required for a negotiable agreement addendum)

I. Background:

As of October 1, 2022, this Agreement Addendum Revision #1 adds the following two paragraphs:

In 2021, North Carolina rolled out Medicaid Transformation which shifted the healthcare model from a fee for service payment structure to a managed care model. Since that time, local health departments have experienced challenges related to data flows, reimbursement changes shifting from one payer to five prepaid health plans plus Medicaid Direct, and difficulty filling care management positions due to the public health workforce crisis exacerbated by the COVID-19 pandemic.

Given the low number of Medicaid enrollees in certain parts of the state, the per member per month (PMPM) payment model does not support the justification of continuing a care management program in each individual local county health department. This project will leverage the strong working relationships between counties in each region to identify gaps and opportunities for health departments to work on care management utilizing a shared services model. Local health departments within Regions 8 and 9 will receive support from their Lead Regional Health Department and its staff.

Health Director Signature

(use blue ink)

Date

Local Health Department to complete:
(If follow-up information is needed by DPH)

LHD program contact name:

Phone number with area code:

Email address:

Signature on this page signifies you have read and accepted all pages of this document. Template rev. July 2020

II. Purpose:

This Agreement Addendum Revision #1 provides supplemental funding for the Local Health Department to design and plan a pilot for shared services for the Care Management for High-Risk Pregnancies (CMHRP) and Care Management for At-Risk Children (CMARC) programs.

III. Scope of Work and Deliverables:

As of October 1, 2022, this Agreement Addendum Revision #1 adds Paragraphs 6 through 9, as follows:

6. Conduct a gap analysis to identify current challenges and opportunities for a shared services model for the CMHRP and CMARC programs within its region.
7. Conduct an environmental scan of counties within its region to determine readiness and acceptability of shared services model for the CMHRP and CMARC programs.
8. Provide a minimum of two training sessions for new and existing staff within its region on care management best practices, team building, and potential integration of community health workers. Develop pre- and post-training surveys and utilize them to measure participant comprehension of training topic and inform future training sessions.
9. Create a shared service model proposal for CMARC/CMHRP programs within its region including a monitoring and evaluation plan. Provide this proposal to the DPH Program Contact by email no later than May 31, 2023.

IV. Performance Measures/Reporting Requirements:

No change.

V. Performance Monitoring and Quality Assurance:

No change.

VI. Funding Guidelines or Restrictions:

No change.

FY23 - FAS Activity Nbr + Name: **621** **ARPA COVID-19 PH Regional Workforce**
federal award supplement FAS Nbr + Reason: **2** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.
 CFDA Nbr + Name: **93.354** Cooperative Agreement for Emergency Response: Public Health Crisis Response - 2018
 IDC rate: n/a FAIN: **NU90TP922192** Is award R&D?: **no** Fed awd's total amt: \$ **62,340,758**
 Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health
 Fed award project description: Crisis Response
 Fed awd date + awarding agency: **05-19-21** **HHS, Centers for Disease Control and Prevention**

Subrecipient	Subrecipient UEI	Subrecipient DUNS	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	MBM7W225N3W8	965194483		
Albemarle	WAAVS51PNMK3	130537822	250,000.00	\$ 2,055,461
Alexander	XVEEJSNY7UX9	030495105	\$ -	
Anson	PK8UYTSNJCC3	847163029	\$ -	
Appalachian	CD7BFHB8W539	780131541		
Beaufort	RN1SXF4LXN6	091567776	\$ -	
Bladen	TLCTJWDJH1H9	084171628	\$ -	
Brunswick	MJBMXLN9NJT5	091571349	\$ -	
Buncombe	W5TCDKMLHE69	879203560	\$ -	
Burke	G855APCNL591	883321205	\$ -	
Cabarrus	RDXNEJKJFU7	143408289		
Caldwell	HL4FGNJNGE97	948113402	\$ -	
Carteret	UC6WJ2MQMJS8	058735804	\$ -	
Caswell	JDJ7Y7CGYC86	077846053	\$ -	
Catawba	GYUNA9W1NFM1	083677138	\$ -	
Chatham	KE57QE2GV5F1	131356607	\$ -	
Cherokee	DCEGK6HA11M5	130705072	\$ -	
Clay	HYKLQVNWLLK7	145058231	\$ -	
Cleveland	UWMUYMPVL483	879924850	\$ -	
Columbus	V1UAJ4L87WQ7	040040016	\$ -	
Craven	LTZ2U8LZQ214	091564294	\$ -	
Cumberland	HALND8WJ3GW4	123914376		
Dare	ELV6JGB11QK6	082358631	\$ -	
Davidson	C9P5MDJC7KY7	077839744	\$ -	
Davie	L8WBGHLHZV239	076526651	\$ -	
Duplin	KZM4GK5262K3	095124798	250,000.00	\$ 2,334,305
Durham	LJ5BA6U2HLM7	088564075	\$ -	
Edgecombe	MAN4LX44AD17	093125375	\$ -	
Foothills	NGTEF2MQ8LL4	782359004		
Forsyth	V6BGVQ67YPY5	105316439	\$ -	
Franklin	FFKTRQCNN143	084168632	\$ -	
Gaston	QKY9R8A8D5J6	071062186	\$ -	
Graham	L8MAVKQJTYN7	020952383	\$ -	
Granville-Vance	MQQJJK22EJB3	063347626		
Greene	VCU5LD71N9U3	091564591	\$ -	
Guilford	YBEQWGFJPMJ3	071563613		
Halifax	MRL8MYNJ3Y5	014305957	\$ -	
Harnett	JBD9D9V41BX7	091565986	\$ -	
Haywood	DQHZEAV95G5	070620232	\$ -	
Henderson	TG5AR81JLFQ5	085021470	\$ -	
Hoke	C1GWSADARX51	091563643	\$ -	
Hyde	T2RSYN36NN64	832526243	\$ -	
Iredell	XTNRLKJLA4S9	074504507	\$ -	

FY23 - FAS
federal award
supplement

Activity Nbr + Name: **621**

ARPA COVID-19 PH Regional Workforce

FAS Nbr + Reason: **2**

This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

CFDA Nbr + Name: **93.354**

Cooperative Agreement for Emergency Response: Public Health Crisis Response - 2018

IDC rate: **n/a**

FAIN: **NU90TP922192**

Is award R&D?: **no**

Fed awd's total amt: **\$ 62,340,758**

Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health

Fed award project description: **Crisis Response**

Fed awd date + awarding agency: **05-19-21 HHS, Centers for Disease Control and Prevention**

Subrecipient	Subrecipient UEI	Subrecipient DUNS	Federal funds from grant listed above	Total federal funds for entire Activity
Jackson	X7YWWY6ZP574	019728518	\$ -	
Johnston	SYGAGEFDHYR7	097599104	\$ -	
Jones	HE3NNNUE27M7	095116935	\$ -	
Lee	F6A8UC99JWJ5	067439703	\$ -	
Lenoir	QKUFL37VPGH6	042789748	\$ -	
Lincoln	UGGQSSKGBJ5	086869336	\$ -	
Macon	LLPJBC6N2LL3	070626825	\$ -	
Madison	YQ96F8BJYTJ9	831052873	\$ -	
MTW	ZKK5GNRNBYY6	087204173	\$ -	
Mecklenburg	EZ15XL6BMM68	074498353	\$ -	
Montgomery	E78ZAJM3BFL3	025384603	\$ -	
Moore	HFNSK95FS7Z8	050988146	\$ -	
Nash	NF58K566HQM7	050425677	\$ -	
New Hanover	F7TLT2GMEJE1	040029563	\$ -	
Northampton	CRA2KCAL8BA4	097594477	\$ -	
Onslow	EGE7NBXW5JS6	172663270	\$ -	
Orange	GFFMCW9XDA53	091575191	\$ -	
Pamlico	FT59QFEAU344	097600456	\$ -	
Pender	T11BE678U9P5	100955413	\$ -	
Person	FQ8LFJGMBJ4	091563718	\$ -	
Pitt	VZNPCLFT5R6	080889694	\$ -	
Polk	QZ6BZPGLX4Y9	079067930	\$ -	
Randolph	T3BUM1CVS9N5	027873132	\$ -	
Richmond	Q63FZNTJM3M4	070621339	\$ -	
Robeson	LKBEJQFLAAK5	082367871	\$ -	
Rockingham	KGCCCHJZZ43	077847143	\$ -	
Rowan	GCB7UCV96NW6	074494014	\$ -	
Sampson	WRT9CSK1KJY5	825573975	\$ -	
Scotland	FNVTCUQGCHM5	091564146	\$ -	
Stanly	U86MZUYPL7C5	131060829	\$ -	
Stokes	W41TRA3NUNS1	085442705	\$ -	
Surry	FMWCTM24C9J8	077821858	\$ -	
Swain	TAE3M92L4QR4	146437553	\$ -	
Toe River	JUA6GAUQ9UM1	113345201	\$ -	
Transylvania	W51VGHGM8945	030494215	\$ -	
Union	LHMKBD4AGRJ5	079051637	\$ -	
Wake	FTJ2WJPLWJ3	019625961	\$ -	
Warren	TLNAU5CNHSU5	030239953	\$ -	
Wayne	DACFHCLOKMS1	040036170	\$ -	
Wilkes	M14KKHY2NNR3	067439950	\$ -	
Wilson	ME2DJHMYWG55	075585695	\$ -	
Yadkin	PLCDT7JFA8B1	089910624	\$ -	
Yancey	M45JK9AKVEZ8		\$ -	

Activity 621	AA	1264 2680 YM		Proposed Total	New Total
Service Period		06/01-05/31	Total Allocated		
Payment Period		07/01-06/30			
01 Alamance		0	\$0.00	0	0
D1 Albemarle	* 1	250,000	\$1,805,461.00	250,000	2,055,461
02 Alexander		0	\$0.00	0	0
04 Anson		0	\$0.00	0	0
D2 Appalachian		0	\$1,634,033.00	0	1,634,033
07 Beaufort		0	\$0.00	0	0
09 Bladen		0	\$0.00	0	0
10 Brunswick		0	\$0.00	0	0
11 Buncombe		0	\$0.00	0	0
12 Burke		0	\$0.00	0	0
13 Cabarrus		0	\$3,154,849.00	0	3,154,849
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		0	\$0.00	0	0
20 Cherokee		0	\$0.00	0	0
22 Clay		0	\$0.00	0	0
23 Cleveland		0	\$0.00	0	0
24 Columbus		0	\$0.00	0	0
25 Craven		0	\$0.00	0	0
26 Cumberland		0	\$1,968,868.00	0	1,968,868
28 Dare		0	\$0.00	0	0
29 Davidson		0	\$0.00	0	0
30 Davie		0	\$0.00	0	0
31 Duplin	* 1	250,000	\$2,084,305.00	250,000	2,334,305
32 Durham		0	\$0.00	0	0
33 Edgecombe		0	\$0.00	0	0
D7 Foothills		0	\$1,530,203.00	0	1,530,203
34 Forsyth		0	\$0.00	0	0
35 Franklin		0	\$0.00	0	0
36 Gaston		0	\$0.00	0	0
38 Graham		0	\$0.00	0	0
D3 Gran-Vance		0	\$2,745,829.00	0	2,745,829
40 Greene		0	\$0.00	0	0
41 Guilford		0	\$2,325,893.00	0	2,325,893
42 Halifax		0	\$0.00	0	0
43 Harnett		0	\$0.00	0	0
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		0	\$0.00	0	0
50 Jackson		0	\$0.00	0	0
			\$0.00		

51 Johnston		0		0	0
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
56 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		0	\$0.00	0	0
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	\$0.00	0	0
73 Person		0	\$0.00	0	0
74 Pitt		0	\$1,773,116.00	0	1,773,116
75 Polk		0	\$0.00	0	0
76 Randolph		0	\$0.00	0	0
77 Richmond		0	\$0.00	0	0
78 Robeson		0	\$0.00	0	0
79 Rockingham		0	\$0.00	0	0
80 Rowan		0	\$0.00	0	0
82 Sampson		0	\$0.00	0	0
83 Scotland		0	\$0.00	0	0
84 Stanly		0	\$0.00	0	0
85 Stokes		0	\$0.00	0	0
86 Surry		0	\$0.00	0	0
87 Swain		0	\$0.00	0	0
D6 Toe River		0	\$0.00	0	0
88 Transylvania		0	\$1,000,000.00	0	1,000,000
90 Union		0	\$0.00	0	0
92 Wake		0	\$0.00	0	0
93 Warren		0	\$0.00	0	0
96 Wayne		0	\$0.00	0	0
97 Wilkes		0	\$0.00	0	0
98 Wilson		0	\$0.00	0	0
99 Yadkin		0	\$0.00	0	0
00 Yancey		0	\$0.00	0	0
Totals		500,000	20,022,557	500,000	20,522,557

Sign and Date - DPH Program Administrator <i>Wayne Mixon</i> 8.1.2022	Sign and Date - DPH Section Chief <i>JMK for JM</i> 8/1/22
Sign and Date - DPH Budget Office – ATC Coordinator <i>Sarah Ruffin</i> 8/1/22	Sign and Date - DPH Budget Officer <i>S. Ruffin</i> 8/3/2022

SH 8/3/2022

ARPA Public Health Workforce Care Management Regionalization Project

This project seeks to plan and execute a regionalization model pilot for care management in two distinct regions of North Carolina. In 2021, North Carolina rolled out Medicaid Transformation which shifted the healthcare model from a fee for service payment structure to a managed care model. Since that time, local health departments have experienced challenges related to data flows, reimbursement changes shifting from one payer to 5 prepaid health plans plus Medicaid Direct, and difficulty filling care management positions due to the public health workforce crisis exacerbated by the COVID 19 pandemic. Given the low number of Medicaid enrollees in certain parts of the state, the per member per month (PMPM) payment does not support the justification of continuing a care management program in each individual local county health department. This project will leverage the strong working relationships between counties to identify gaps and opportunities for health departments to work regionally on care management. Counties will receive support from regional lead health departments and their staff.

Scope of Work

- Recruit and train staff members for project implementation
- Conduct gap analysis and design regional approach for care management programs
- Provide technical assistance and support to all counties in specified region for care management programs
- Ensure high-quality provision of care management services for high-risk pregnancies (CMHRP) and at-risk children (CMARC) across specified region

Deliverables

- Environmental scan of counties within region to determine readiness and acceptability of regionalization model
- Successful training sessions for new and existing staff on care management best practices, team building, and integration of community health workers
- Shared service model proposal for CMARC/CMHRP programs

Monitoring & Evaluation

This project will receive on-going monitoring by DPH/DCFW staff working in care management and ARPA Liaison Team. The project will be evaluated on a quarterly basis and at the end of the pilot year utilizing the existing performance measures associated with CMARC and CMHRP. Additional evaluation of the project will be measured by employee and patient satisfaction surveys.

Budget

Region 8

Lead: Duplin County

Item	Amount
Staff Total	
Regional Director	\$80,000
Administrative Officer	\$60,000

Training	\$50,000	
Travel	\$25,000	
Equipment	\$35,000	
Total	\$250,000	

Month End Report August 2022



Airport Staff		Airport Commission Members	
George Futrelle	Jack Alphin, Chair	Roger Davis	Scotty Kennedy
Josh Raynor	Joe Bryant	Larry Debose, Vice Chair	Grey Morgan
A.J. Warren & Payne Bryan	A.J. Connors	Dexter Edwards	Jerry Tysinger
Hours of Operation			
Year-Round Schedule Effective July 1, 2021			
Sunday	1:00 pm – 6:00 pm	Closed Thanksgiving and Christmas Day Only	
Monday - Friday	7:00 am – 6:00 pm		
Saturday	8:00 am – 6:00 pm		

FY 22/23	\$ SALES			# of Gallons			Previous FY Gallons
	Av-Gas	Jet-A	Total	Av-Gas	Jet-A	Total	
July	\$18,724.04	\$89,548.77	\$108,272.81	3,087.79	15,858.93	18,946.72	11,380.67
August	\$8,962.81	\$121,801.07	\$130,763.88	1,477.28	25,105.20	26,582.48	17,200.50
September			\$0.00			0.00	8,734.85
October			\$0.00			0.00	17,103.94
November			\$0.00			0.00	16,530.34
December			\$0.00			0.00	13,361.45
January			\$0.00			0.00	10,453.82
February			\$0.00			0.00	18,529.29
March			\$0.00			0.00	28,408.33
April			\$0.00			0.00	23,216.58
May			\$0.00			0.00	12,909.19
June			\$0.00			0.00	18,412.86
TOTAL	\$27,686.85	\$211,349.84	\$239,036.69	4,565.07	40,964.13	45,529.20	196,241.82

Products Sold		Aug	YTD
Hangar/Shop Rental	4530-34547	\$9,070.00	\$18,095.00
Oil Sales	4530-34548	\$58.90	\$79.00
Call Out Fees	4530-34533	\$150.00	\$750.00
Ramp Fees	4530-34534	\$0.00	\$0.00
Vending	4530-34532	\$60.00	\$60.00
Tiedown Fees	4530-34535	\$0.00	\$0.00
Ground Lease	4530-34536	\$3,811.50	\$7,623.00
Misc Revenue	4530-38390	\$0.00	\$0.00
Fuel Sales	4530-34548	\$130,763.88	\$239,036.69
Total Sales- All Products	4530-34548	\$143,914.28	\$265,643.69

Projects	Project #	\$ Amount
Master Plan	7546	\$200,000.00
Drainage Assess	7549	\$100,000.00
*AWOS Tree Clear	7551	\$8,200.00
*in-house project thus far		
Total Project \$		\$308,200.00

Recent Project Activity & Updates
August 2022 fuel sales were over 40% more than July with 26,582 gallons sold. Second best month on record
Aux Jet Tank purchased from NC Forest Service up and running now alleviating fuel capacity issue
Airport Master Plan / ALP Update has been approved by NCDOT and submitted to FAA for their review. FAA has given conditional approval
Airfield infield drainage structure failure assessment 100% report completed. \$57,000 remaining for next phase - Repairs-AVCON preparing RFP
Land Use/Height Restriction Ordinance completed. AWOS Critical Area Clearing Project completed. Wind Sensor turned back on by FAA Inspector
New T-hangars fully occupied. One legacy T-hangars available. Limited space available in Community Hangar
Still working on long-term lease for NCFs. Assisting with other county special projects-Commons Master Plan/Events Center paving

Av-Gas Sales So Far This Fiscal Year	
Percentage of Total Fuel Sales	10%
Percentage paid Full Price	46%
Percentage paid Discounted Rate	54%
Average Avgas Gallons Sold Per Month = 2,283	
Jet-A Sales So Far This Fiscal Year	
Percentage of Total Fuel Sales	90%
Percentage paid Full Price	8%
Percentage paid Discounted Rate	92%
Average Jet-A Gallons Sold Per Month = 20,482	

Operations YTD Totals			
	# Aircraft	# Operations	# Passengers
Jul	303	590	798
Aug	193	350	652
Sept			
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Totals	496	940	1450
Avg/Mth	248.0	470.0	725.0

Other Miscellaneous Information
Airport Commission meets 4th Tuesday's at 7PM
Check us out on Facebook-Duplin County Airport
DPL Total Economic Impact is \$64,800,000.00
2022 Based Aircraft Value is \$36,779,577.00
Based Aircraft values up \$11.3 million over last year
Over \$14.5 million in airport grant projects since 2018
Runway Widen/Overlay, T-hangars, NCFs Hangars

Duplin County Airport Commission Members

Meets 4th Tuesday of each month at 7:00pm

Duplin County Airport Conference Room



1. **Jack Alphin, Chairman (District I) (Elwood Garner)**
519 Bethel Church Road
Mount Olive, NC 28365
(919) 658-5279 (home) or (919) 738-2042 (cell)
hildaalphin@bellsouth.net
Term Expires 06/30/23
2. **Mayor A. J. Connors (District IV) (Jesse Dowe)**
410 East Bay Street
Warsaw, NC 28398
ajconnorsmayor@gmail.com
(928) 853-3430 (cell)
Term Expires 06/30/23
3. **Joe Bryant (District III) (Kennedy Thompson)**
PO Box #550
Wallace, NC 28466
No email
(910) 285-2129 (office)
(910) 289-5222 (cell)
Term Expires 06/30/25
4. **Larry Debose, Vice Chairman (At Large)**
136 Pine Road
Wallace, NC 28466
larrydebose@aol.com
(910) 285-4723 (home)
(910) 284-0937 (cell)
Term Expires 06/30/23
5. **Dexter Edwards (County Commissioner Appointee)**
323 Willard Edwards Road
Beulaville, NC 28518
dedwards@smithfield.com
(910) 298-3012 (home) (910) 385-6192 (mobile)
(910) 296-3768 (office)
Term Expires 06/30/24
6. **Roger Davis (District V) (Wayne Branch)**
P.O. Box 56
Calypso, NC 28325
rbd farms@bellsouth.net
(919) 658-5308 (home) or (919) 738-4063 (cell)
Term Expires 06/30/24
7. **Scotty Kennedy (District II) (Dexter Edwards)**
1304 White Flash Road
Mount Olive, NC 28365
kennedyelectricalservice@yahoo.com
(919) 222-2426
Term Expires 06/30/24
8. **J. Grey Morgan (At Large)**
187 Jones Turner Road
Mount Olive, NC 28365
jgmorgan1953@gmail.com
910-289-0123 (cell)
Term Expires 06/30/25
9. **Jerry Tysinger (At Large)**
PO Box #546
Warsaw, NC 28398
pijet@aol.com
(910) 296-7265 (cell)
Term Expires 06/30/23

DUPLIN COUNTY ANIMAL SERVICES

Aug-22

CANINE ADOPTION FEE	\$ 50.00
RESCUE DOG TRANSFER FEES	\$ 650.00
FELINE ADOPTION FEE	\$ 30.00
RESCUE CAT TRANSFER FEE	\$ 80.00
LONNIE'S ANGELS 72-22065	
HORSE/GOAT FEE	
RODENT/PIG/RABBIT/GUINEA PIG	
FIRST OFFENSE CITATIONS 76-24402	
SECOND OFFENSE CITATION 76-24402	
THIRD OFFENSE CITATION 76-24402	
DUTY TO CONTROL 1ST	
RUNNING AT LARGE 1ST	
PUBLIC NUISANCE 1ST	
DOG AT- LARGE PROHIBITED 1ST	
CANINE VOUCHER	\$ 800.00
FELINE VOUCHER	\$ 160.00
RABIES CLINIC VACCINE	
RABVAC	\$ 200.00
BORDETELLA	\$ 60.00
DURAMUNE MAX 5	\$ 60.00
FELINE FELOCEL CVR-C	\$ 20.00
BITE INVESTIGATION	\$ 1,000.00
BOARDING FEE	\$ 45.00
BUILDING FUND 71-3438-381	\$ 118.93
POTENTIALLY DANGEROUS ANNUAL	\$ 400.00
DANGEROUS ANNUAL	
GENERAL DONATION	
JUDGEMENTS 4380-34347	
MISC 10-3438-410	
OWNER SURRENDER EUTHANASIA	\$ 50.00
OWNER SURRENDER FEE 10-3438-410	\$ 70.00
OWNER SURRENDER PER LITTER	
OWNER SURRENDER TRANSPORT	
RECLAIM FEE	\$ 45.00
MICROCHIP	\$ 240.00
RECLAIMLIVESTOCK FEE	
VET FEES	
TOTAL AMOUNT	\$ 4,078.93

SIGNATURE

SIGNATURE

Revenue Report

Print Date Thursday, September 1, 2022

Receipt Date From	8/1/2022 12:00:00 AM	Item	All
Receipt Date To	8/31/2022 11:59:00 PM	Item Group	All
Account Code	All	Site	All
Cash Drawer	All	Payment Type	All
Refunds	Include		

<u>Receipt#</u>	<u>Account</u>	<u>Receipt Date</u>	<u>Animal</u>	<u>Person</u>	<u>Payment</u>	<u>Subtotal</u>	<u>Discount</u>	<u>Reason</u>	<u>Tax</u>	<u>Total Due</u>	<u>Total</u>
<u>Paid Cash</u>		<u>Paid Check</u>		<u>Paid Debit</u>		<u>Paid Credit Card</u>		<u>Paid Gift Card</u>		<u>Paid Voucher</u>	
<u>Item</u>	<u>Code</u>	<u>Cash Drawer</u>			<u>Type</u>	<u>(# Units @ Price)</u>	<u>Staff Person</u>	<u>Reference</u>		<u>Total Paid</u>	
<u>Item Number</u>		<u>IRN</u>			<u>UPC#</u>	<u>Item Type</u>		<u>Item Category</u>		<u>Late Fee</u>	
<u>(# Units @ Cost)</u>		<u>Markup %</u>	<u>Tax Code 1 (\$)</u>		<u>Tax Code 2 (\$)</u>		<u>Discount %</u>	<u>Site</u>			

*CANINE ADOPTION FEE						<u>SubTotal</u>	<u>Discount</u>	<u>Tax</u>	<u>Total Due / Paid</u>	<u>Total</u>
Group % of Total Sales: 1.23%						\$50.00	\$0.00	\$0.00	\$0.00/\$50.00	\$50.00
<No Account Code>						\$50.00	\$0.00	\$0.00	\$50.00	\$50.00
Total Items: 5										
*FELINE ADOPTION FEE						<u>SubTotal</u>	<u>Discount</u>	<u>Tax</u>	<u>Total Due / Paid</u>	<u>Total</u>
Group % of Total Sales: 0.74%						\$30.00	\$0.00	\$0.00	\$0.00/\$30.00	\$30.00
<No Account Code>						\$30.00	\$0.00	\$0.00	\$30.00	\$30.00
Total Items: 2										
*RESCUE CAT TRANSFER FEES						<u>SubTotal</u>	<u>Discount</u>	<u>Tax</u>	<u>Total Due / Paid</u>	<u>Total</u>
Group % of Total Sales: 1.96%						\$80.00	\$0.00	\$0.00	\$0.00/\$80.00	\$80.00
4380-34346						\$80.00	\$0.00	\$0.00	\$80.00	\$80.00
Total Items: 4										
*RESCUE DOG TRANSFER FEES						<u>SubTotal</u>	<u>Discount</u>	<u>Tax</u>	<u>Total Due / Paid</u>	<u>Total</u>
Group % of Total Sales: 15.94%						\$650.00	\$0.00	\$0.00	\$0.00/\$650.00	\$650.00
4380-34346						\$650.00	\$0.00	\$0.00	\$650.00	\$650.00
Total Items: 26										
1BORDETELLA BRONCHISEPTICA						<u>SubTotal</u>	<u>Discount</u>	<u>Tax</u>	<u>Total Due / Paid</u>	<u>Total</u>
Group % of Total Sales: 1.47%						\$60.00	\$0.00	\$0.00	\$0.00/\$60.00	\$60.00
<No Account Code>						\$60.00	\$0.00	\$0.00	\$60.00	\$60.00
Total Items: 6										
1CANINE VOUCHER 72-2206-001						<u>SubTotal</u>	<u>Discount</u>	<u>Tax</u>	<u>Total Due / Paid</u>	<u>Total</u>
Group % of Total Sales: 19.61%						\$800.00	\$0.00	\$0.00	\$0.00/\$800.00	\$800.00
<No Account Code>						\$800.00	\$0.00	\$0.00	\$800.00	\$800.00
Total Items: 8										

Receipt#	Account	Receipt Date	Animal	Person	Payment	Subtotal	Discount	Reason	Tax	Total Due	Total
Paid Cash		Paid Check		Paid Debit		Paid Credit Card		Paid Gift Card		Paid Voucher	
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			

1Duramune Max 5 VACCINE ONLY						SubTotal	Discount		Tax	Total Due / Paid	Total
						Group % of Total Sales: 1.47%	\$60.00	\$0.00	\$0.00	\$0.00/\$60.00	\$60.00
<No Account Code>						Total Items: 6	\$60.00	\$0.00	\$0.00	\$60.00	\$60.00
1FELINE VOUCHER 72-2206-001						SubTotal	Discount		Tax	Total Due / Paid	Total
						Group % of Total Sales: 3.92%	\$160.00	\$0.00	\$0.00	\$0.00/\$160.00	\$160.00
72-2206-001						Total Items: 2	\$160.00	\$0.00	\$0.00	\$160.00	\$160.00
1FELOCELL CVR-C						SubTotal	Discount		Tax	Total Due / Paid	Total
						Group % of Total Sales: 0.49%	\$20.00	\$0.00	\$0.00	\$0.00/\$20.00	\$20.00
<No Account Code>						Total Items: 2	\$20.00	\$0.00	\$0.00	\$20.00	\$20.00
1RABVAC1						SubTotal	Discount		Tax	Total Due / Paid	Total
						Group % of Total Sales: 4.90%	\$200.00	\$0.00	\$0.00	\$0.00/\$200.00	\$200.00
<No Account Code>						Total Items: 20	\$200.00	\$0.00	\$0.00	\$200.00	\$200.00
BITE IVESTIGATION						SubTotal	Discount		Tax	Total Due / Paid	Total
						Group % of Total Sales: 24.52%	\$1,000.00	\$0.00	\$0.00	\$0.00/\$1000.00	\$1,000.00
<No Account Code>						Total Items: 4	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
BOARDING FEE						SubTotal	Discount		Tax	Total Due / Paid	Total
						Group % of Total Sales: 1.10%	\$45.00	\$0.00	\$0.00	\$0.00/\$45.00	\$45.00
<No Account Code>						Total Items: 3	\$45.00	\$0.00	\$0.00	\$45.00	\$45.00
BUILDING DONATION 71-3438-381						SubTotal	Discount		Tax	Total Due / Paid	Total
						Group % of Total Sales: 2.92%	\$118.93	\$0.00	\$0.00	\$0.00/\$118.93	\$118.93
<No Account Code>						Total Items: 3	\$118.93	\$0.00	\$0.00	\$118.93	\$118.93
MICROCHIP						SubTotal	Discount		Tax	Total Due / Paid	Total
						Group % of Total Sales: 5.88%	\$240.00	\$0.00	\$0.00	\$0.00/\$240.00	\$240.00
<No Account Code>						Total Items: 8	\$240.00	\$0.00	\$0.00	\$240.00	\$240.00

Receipt#	Account	Receipt Date	Animal	Person	Payment	Subtotal	Discount	Reason	Tax	Total Due	Total
Paid Cash		Paid Check		Paid Debit		Paid Credit Card		Paid Gift Card		Paid Voucher	
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			

						SubTotal	Discount		Tax	Total Due / Paid	Total
OWNER SURRENDER EUTHANASIA		Group % of Total Sales: 1.23%				\$50.00	\$0.00		\$0.00	\$0.00/\$50.00	\$50.00
	<No Account Code>			Total Items: 1		\$50.00	\$0.00		\$0.00	\$50.00	\$50.00

						SubTotal	Discount		Tax	Total Due / Paid	Total
OWNER SURRENDER FEE		Group % of Total Sales: 1.72%				\$70.00	\$0.00		\$0.00	\$0.00/\$70.00	\$70.00
	<No Account Code>			Total Items: 7		\$70.00	\$0.00		\$0.00	\$70.00	\$70.00

						SubTotal	Discount		Tax	Total Due / Paid	Total
POTENTIALLY DANGEROUS ANNUAL		Group % of Total Sales: 9.81%				\$400.00	\$0.00		\$0.00	\$0.00/\$400.00	\$400.00
	<No Account Code>			Total Items: 2		\$400.00	\$0.00		\$0.00	\$400.00	\$400.00

						SubTotal	Discount		Tax	Total Due / Paid	Total
RECLAIM FEE		Group % of Total Sales: 1.10%				\$45.00	\$0.00		\$0.00	\$0.00/\$45.00	\$45.00
	<No Account Code>			Total Items: 2		\$45.00	\$0.00		\$0.00	\$45.00	\$45.00

Total Price:	\$4,078.93	Total # Units Sold:	111
Total Revenue	\$4,078.93	Total Cost:	\$85.84
Total Discount:	\$0.00	Markup % Total - For All Items:	\$254.16
Total Tax:	\$0.00	Markup % Total - Only for Inventory Items:	\$0.00
Grand Total:	\$4,078.93	Total Cost % against Total Sales:	2.10%

DUPLIN COUNTY BUILDING INSPECTIONS ACTIVITY MARCH 2022 TO AUGUST 2022	March-22	April-22	May-22	June-22	July-22	August-22
NUMBER OF INSPECTIONS	843	708	791	901	717	870
NOTES	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY
BUILDING PERMITS ISSUED						
NEW RESIDENCE	7	7	9	5	6	7
RESIDENTIAL ADDITION/RENOVATION/ALTERATIONS	7	11	12	4	8	3
COMMERCIAL/MULTI FAMILY NEW CONSTRUCTION	0	1	1	2	1	2
COMMERICAL ADDITION/RENOVATION/UPFIT	10	7	7	8	9	10
MANUFACTURED/MODULAR HOMES	33	34	30	33	31	33
SIGNS/ABC/DAYCARE/POOL/OTHER	8	11	10	7	6	14
STORM DAMAGE RENOVATION	0	0	0	0	0	0
RELOCATED BUILDING	0	1	0	0	1	0
STORAGE BLDG./DECK/PORCH	3	1	7	13	1	4
ELECTRICAL PERMITS ISSUED						
GENERAL ELECTRICAL	135	126	144	137	112	153
POULTRY/SWINE HOUSES	6	0	14	8	0	11
POOL BONDING	0	0	1	0	1	2
MECHANICAL PERMITS ISSUED						
MECHANICAL	69	58	86	88	66	54
PLUMBING PERMITS ISSUED						
PLUMBING	61	52	66	64	51	61
GAS PIPING	10	12	9	13	12	9
INSULATION PERMITS ISSUED						
INSULATION	3	0	1	0	2	3
FEES COLLECTED	32,870.62	31,367.28	37,021.50	40,042.02	34,819.44	37,487.18

AUGUST 2022 BUDGET VS. ACTUAL

	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	AVAILABLE BUDGET	% USED
REVENUE	10 GENERAL FUND	-66,747,907.00	-71,069,781.34	-19,818,464.05	-51,251,317.29	28%
EXPENSE	10 GENERAL FUND	66,747,907.00	71,069,781.34	8,686,999.30	59,041,182.25	12%
REVENUE	19 EMERGENCY TELEPHONE	-281,541.00	-281,541.00	-17,816.91	-263,724.09	6%
EXPENSE	19 EMERGENCY TELEPHONE (911-FUND)	281,541.00	281,541.00	25,777.85	215,733.15	9%
REVENUE	21 CAPITAL RESERVE	0.00	0.00	-3,925.73	3,925.73	#DIV/0!
EXPENSE	21 CAPITAL RESERVE (COUNTY CAPITAL RESERVE FUNDING)	0.00	0.00	0.00	0.00	#DIV/0!
REVENUE	22 SCHOOL CAPITAL	-3,154,273.00	-3,154,273.00	-16,011.09	-3,138,261.91	1%
EXPENSE	22 SCHOOL CAPITAL (SALES TAX REVENUE FOR PUBLIC SCHOOL CAPITAL)	3,154,273.00	3,154,273.00	28,624.39	3,125,648.61	1%
REVENUE	23 OPIOID SETTLEMENT	0.00	0.00	-1.27	1.27	
EXPENSE	23 OPIOID SETTLEMENT (NATIONAL OPIOID SETTLEMENT FOR LOCAL GOVERNMENTS)	0.00	0.00	0.00	0.00	
REVENUE	24 AUTOMATION PRESERVATION	-19,500.00	-19,500.00	-3,480.43	-16,019.57	18%
EXPENSE	24 AUTOMATION PRESERVATION (ROD AUTOMATION AND PRESERVATION RESERVE G.S. § 161-11.3)	19,500.00	19,500.00	165.47	19,334.53	1%
REVENUE	25 PROPERTY REVALUATION	-476,629.00	-476,629.00	-1,148.65	-475,480.35	0%
EXPENSE	25 PROPERTY REVALUATION (REAPPRAISAL RESERVE G.S. § 153A-150)	476,629.00	476,629.00	84,190.23	294,861.05	18%
REVENUE	26 ECONOMIC DEVELOPMENT	0.00	0.00	-15,556.14	15,556.14	#DIV/0!
EXPENSE	26 ECONOMIC DEVELOPMENT (COMMUNITY DEVELOPMENT LOANS)	0.00	0.00	0.00	0.00	#DIV/0!
REVENUE	27 SCHOOL PLANNING ALLOCATION	0.00	0.00	0.00	0.00	#DIV/0!
EXPENSE	27 SCHOOL PLANNING ALLOCATION (LOTTERY FUNDING FOR PUBLIC SCHOOL CAPITAL)	0.00	0.00	375,660.72	-375,660.72	#DIV/0!
REVENUE	28 FIRE TAX	-3,275,446.00	-3,275,446.00	-990,070.63	-2,285,375.37	30%
EXPENSE	28 FIRE TAX	3,275,446.00	3,275,446.00	240,172.24	3,035,273.76	7%
REVENUE	29 TOURISM	-274,029.00	-274,029.00	-26,414.12	-247,614.88	10%
EXPENSE	29 TOURISM	274,029.00	274,029.00	21,608.29	248,909.83	8%
REVENUE	30 DEBT SERVICE	-4,575,465.00	-4,575,465.00	-1,991.74	-4,573,473.26	0%
EXPENSE	30 DEBT SERVICE (DEBT SERVICE FUND FOR GENERAL GOVERNMENT FUNDS)	4,575,465.00	4,575,465.00	0.00	4,575,465.00	0%
REVENUE	31 GRANT PROJECTS	-136,500.00	-136,500.00	0.00	-136,500.00	0%
EXPENSE	31 GRANT PROJECTS (GRANT PROJECTS NOT TIED TO A CAPITAL PROJECT)	136,500.00	136,500.00	478,252.76	-585,313.26	350%
REVENUE	32 AMERICAN RESCUE PLAN FUNDS	-9,275,301.93	-9,275,301.93	-3,160.58	-9,272,141.35	0%
EXPENSE	32 AMERICAN RESCUE PLAN FUNDS	9,275,301.93	9,275,301.93	0.00	9,275,301.93	0%
REVENUE	33 COMMUNITY DEVELOPMENT	0.00	0.00	0.00	0.00	#DIV/0!
EXPENSE	33 COMMUNITY DEVELOPMENT	0.00	0.00	0.00	0.00	#DIV/0!
REVENUE	34 CDBG 15 I PROJECT	0.00	0.00	0.00	0.00	#DIV/0!
EXPENSE	34 CDBG 15 I PROJECT	0.00	0.00	0.00	0.00	#DIV/0!
REVENUE	35 CDBD12-C	0.00	0.00	0.00	0.00	#DIV/0!
EXPENSE	35 CDBD12-C	0.00	0.00	0.00	0.00	#DIV/0!
REVENUE	36 CDBDSSH12	0.00	0.00	0.00	0.00	0%
EXPENSE	36 CDBDSSH12	0.00	0.00	0.00	0.00	#DIV/0!
REVENUE	42 INDUSTRIAL EXPANSION	0.00	0.00	-6.44	6.44	#DIV/0!
EXPENSE	42 INDUSTRIAL EXPANSION (ECONOMIC DEVELOPMENT GRANT PROJECT FUND)	0.00	0.00	561.00	-561.00	0%
REVENUE	43 TRANSPORTATION CAPITAL PROJECTS	0.00	0.00	-3.74	3.74	#DIV/0!
EXPENSE	43 TRANSPORTATION CAPITAL PROJECTS	0.00	0.00	500.00	-500.00	0%

AUGUST 2022 BUDGET VS. ACTUAL

	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	AVAILABLE BUDGET	% USED
	(TRANSPORTATION CAPITAL PROJECTS)					
REVENUE	44 AIRPORT CAPITAL	0.00	0.00	-619,228.68	619,228.68	#DIV/0!
EXPENSE	44 AIRPORT CAPITAL	0.00	0.00	11,914.80	-11,914.80	#DIV/0!
REVENUE	45 CAPITAL PROJECTS	0.00	-476,702.00	-128,729.09	-347,972.91	27%
EXPENSE	45 CAPITAL PROJECTS	471,202.00	476,702.00	156,872.00	14,830.00	33%
	(GENERAL GOVERNMENT CAPITAL PROJECTS)					
REVENUE	46 WATER CAPITAL	0.00	-2,014,237.00	0.00	-2,014,237.00	0%
EXPENSE	46 WATER CAPITAL	0.00	2,014,237.00	0.00	2,014,237.00	0%
REVENUE	61 WATER	-3,098,143.00	-5,112,380.00	-708,634.17	-4,403,745.83	14%
EXPENSE	61 WATER	3,098,143.00	5,112,380.00	171,034.17	4,877,601.73	3%
REVENUE	62 WATER DEBT SERVICE	-982,719.00	-982,719.00	0.00	-982,719.00	0%
EXPENSE	62 WATER DEBT SERVICE	982,719.00	982,719.00	0.00	982,719.00	0%
REVENUE	64 TRANSPORTATION	-1,243,542.00	-1,243,542.00	-93,657.04	-1,149,884.96	8%
EXPENSE	64 TRANSPORTATION	1,243,542.00	1,243,542.00	94,887.45	1,103,197.06	8%
REVENUE	65 AIRPORT	-972,220.00	-972,220.00	-265,402.45	-706,817.55	27%
EXPENSE	65 AIRPORT	972,220.00	972,220.00	305,032.40	418,056.82	31%
REVENUE	66 SOLID WASTE	-4,090,542.00	-4,193,484.00	-1,294,057.75	-2,899,426.25	31%
EXPENSE	66 SOLID WASTE	4,090,542.00	4,193,484.00	359,826.29	2,207,467.85	9%
REVENUE	89 INSURANCE	-6,222,852.00	-6,222,852.00	-491,224.56	-5,731,627.44	8%
EXPENSE	89 INSURANCE	6,222,852.00	6,222,852.00	528,985.78	5,693,866.22	9%
	REVENUES	-104,826,609.93	-113,756,602.27	-24,498,983.99	-89,257,617.01	
	EXPENDITURES	105,297,811.93	113,756,602.27	11,571,065.14	96,169,736.01	

CASH BALANCES	
FY 2023	

[illegible]

FY 23 INSURANCE CLAIMS REPORT

MONTHLY PAYMENT TO NCHIP RESERVE

DRAFT MONTH	AMOUNT	COVERED EMPLOYEES
JULY	507,129.14	508
AUGUST	506,102.63	509
SEPTEMBER	520,863.43	524
OCTOBER		
NOVEMBER		
DECEMBER		
JANUARY		
FEBRUARY		
MARCH		
APRIL		
MAY		
JUNE		
YTD EXEPNDTIURES	1,534,095.20	514 AVERAGE LIVES COVERED

WEEKLY CLAIMS PAID FROM NCHIP RESERVE

6/30/2022	\$	1,786,905.57	RESERVE BALANCE
7/1/2022		\$163,006.22	
7/8/2022		\$173,365.07	
7/15/2022		\$105,922.79	
7/22/2022		\$158,008.68	
7/29/2022		\$53,073.97	
8/5/2022		\$152,853.08	
8/12/2022		\$84,402.16	
8/19/2022		\$91,012.33	
8/26/2022		\$53,314.44	
9/2/2022		\$109,011.54	
9/9/2022		\$74,066.82	
9/16/2022			
9/23/2022			
9/30/2022			
10/7/2022			
10/14/2022			
10/21/2022			
10/28/2022			
11/4/2022			
11/11/2022			
11/18/2022			
11/25/2022			
12/2/2022			
12/9/2022			
12/16/2022			
12/23/2022			
12/30/2022			
1/6/2023			
1/13/2023			
1/20/2023			
1/27/2023			
2/3/2023			
2/10/2023			
2/17/2023			
2/24/2023			
3/3/2023			
3/10/2023			

FY 23 INSURANCE CLAIMS REPORT

3/17/2023
3/24/2023
3/31/2023
4/7/2023
4/14/2023
4/21/2023
4/28/2023
5/5/2023
5/12/2023
5/19/2023
5/26/2023
6/2/2023
6/9/2023
6/16/2023
6/23/2023

TOTAL CLAIMS PAID YTD	\$1,218,037.10
PROJECTED CLAIMS PAID FROM RESERVE	5,757,993.56
PROJECTED NCHIP RESERVE	2,165,292.80

FY 2022 SALES TAX REPORT FOR THE PURCHASE MONTH OF JUNE RECEIVED IN SEPTEMBER
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ARTICLE 39

PURCHASE MONTH	DISTRIBUTION MONTH	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	457,573.41	427,182.25	371,916.14	320,661.40
AUGUST	NOVEMBER	427,349.77	392,404.62	360,620.63	337,430.33
SEPTEMBER	DECEMBER	414,041.24	405,011.20	349,733.50	321,559.57
OCTOBER	JANUARY	400,175.55	384,453.05	312,806.25	287,758.64
NOVEMBER	FEBRUARY	351,915.06	351,358.13	324,260.21	373,722.18
DECEMBER	MARCH	476,025.91	443,143.03	385,470.62	335,552.24
JANUARY	APRIL	400,423.99	404,614.63	308,735.82	317,560.53
FEBRUARY	MAY	396,214.81	358,703.95	334,656.45	369,148.66
MARCH	JUNE	486,430.41	456,776.99	395,814.23	398,482.84
APRIL	JULY	483,971.68	459,458.81	358,972.48	384,887.66
MAY	AUGUST	436,910.71	440,756.95	423,459.22	377,800.97
JUNE	SEPTEMBER	489,732.40	457,573.41	434,452.58	383,328.15
	ARTICLE TOTAL	5,220,764.94	4,981,437.02	4,360,898.13	4,207,893.17

ARTICLE 40

PURCHASE MONTH	DISTRIBUTION MONTH	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	314,630.28	270,611.54	246,798.95	215,442.99
AUGUST	NOVEMBER	236,164.76	249,665.05	245,993.68	221,351.98
SEPTEMBER	DECEMBER	236,119.58	264,679.48	236,541.36	223,653.34
OCTOBER	JANUARY	235,572.14	258,943.88	244,160.94	220,292.87
NOVEMBER	FEBRUARY	252,646.72	282,949.70	243,112.19	239,011.17
DECEMBER	MARCH	283,307.22	307,713.65	257,850.17	266,924.52
JANUARY	APRIL	217,544.16	260,832.19	211,142.30	194,408.23
FEBRUARY	MAY	210,454.03	218,240.63	214,412.24	201,940.93
MARCH	JUNE	271,478.36	309,547.51	246,009.32	259,957.65
APRIL	JULY	268,244.37	289,056.33	212,725.85	241,387.67
MAY	AUGUST	265,359.04	321,629.72	243,062.32	249,539.14
JUNE	SEPTEMBER	285,899.57	314,630.28	287,097.44	260,768.10
	ARTICLE TOTAL	3,077,420.23	3,348,499.95	2,888,906.76	2,794,678.58

ARTICLE 42

PURCHASE MONTH	DISTRIBUTION MONTH	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	2,171.79	21,433.94	10,160.81	11,214.42
AUGUST	NOVEMBER	35,798.87	21,223.96	6,219.79	3,604.01
SEPTEMBER	DECEMBER	29,992.58	17,808.56	9,497.24	8,512.13
OCTOBER	JANUARY	25,284.67	10,615.56	(18,538.74)	(12,267.14)
NOVEMBER	FEBRUARY	(12,782.68)	10,746.11	(8,969.02)	13,878.99
DECEMBER	MARCH	23,571.72	4,059.20	11,121.96	10,600.77
JANUARY	APRIL	42,561.14	21,219.86	8,700.50	19,738.05
FEBRUARY	MAY	42,039.91	28,537.48	19,674.08	46,067.86
MARCH	JUNE	39,082.30	93,318.08	37,655.00	14,696.86
APRIL	JULY	40,750.36	18,783.51	39,087.83	19,661.96
MAY	AUGUST	20,552.71	(13,493.46)	47,847.01	8,899.47
JUNE	SEPTEMBER	29,628.10	2,171.79	13,404.63	8,899.88
	ARTICLE TOTAL	318,651.47	236,424.59	175,861.09	153,507.27

ARTICLE 44

PURCHASE MONTH	DISTRIBUTION MONTH	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	-	253.14	-	29.32
AUGUST	NOVEMBER	1.74	44.21	21.51	17.88
SEPTEMBER	DECEMBER	-	10.14	37.08	30.97
OCTOBER	JANUARY	-	15.51	(9.96)	20.50
NOVEMBER	FEBRUARY	15.33	(22.36)	15.43	17.92

DECEMBER	MARCH	-	(188.91)	(62.60)	61.66
JANUARY	APRIL	-	-	29.53	4.90
FEBRUARY	MAY	-	18.58	64.55	13.56
MARCH	JUNE	-	4.28	-	73.43
APRIL	JULY	(103.19)	-	28.45	66.18
MAY	AUGUST	(0.02)	-	12.46	25.76
JUNE	SEPTEMBER	-	-	36.19	11.22
	ARTICLE TOTAL	(86.14)	134.59	172.64	373.30

ARTICLE 44-524

PURCHASE MONTH	DISTRIBUTION MONTH	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	159,517.49	139,634.41	134,608.83	125,841.53
AUGUST	NOVEMBER	157,647.11	139,815.46	134,645.17	125,955.78
SEPTEMBER	DECEMBER	157,647.11	139,815.46	134,645.17	125,955.78
OCTOBER	JANUARY	157,647.11	139,815.46	134,645.17	125,955.78
NOVEMBER	FEBRUARY	157,748.35	139,812.65	134,654.64	125,950.75
DECEMBER	MARCH	157,748.35	139,812.65	134,654.64	125,950.75
JANUARY	APRIL	157,748.35	139,812.65	134,654.64	125,950.75
FEBRUARY	MAY	157,748.35	139,812.65	134,654.64	125,950.75
MARCH	JUNE	157,748.35	139,812.65	134,654.64	125,950.74
APRIL	JULY	157,748.35	139,812.65	134,654.64	125,950.74
MAY	AUGUST	157,748.35	159,517.49	134,654.64	125,950.74
JUNE	SEPTEMBER	182,507.34	159,517.49	139,634.41	134,608.83
	ARTICLE TOTAL	1,919,204.61	1,716,991.67	1,620,761.23	1,519,972.92

CITY HOLD HARMLESS

PURCHASE MONTH	DISTRIBUTION MONTH	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	(119,296.78)	(100,004.97)	(92,920.89)	(80,298.79)
AUGUST	NOVEMBER	(91,005.34)	(90,917.30)	(92,573.77)	(84,402.70)
SEPTEMBER	DECEMBER	(91,274.94)	(96,637.64)	(88,150.97)	(82,428.38)
OCTOBER	JANUARY	(91,133.01)	(95,698.71)	(95,781.46)	(85,599.16)
NOVEMBER	FEBRUARY	(103,344.26)	(102,869.56)	(93,251.13)	(90,160.96)
DECEMBER	MARCH	(111,531.17)	(114,866.63)	(96,113.89)	(98,379.91)
JANUARY	APRIL	(80,256.64)	(94,582.66)	(78,373.42)	(72,124.85)
FEBRUARY	MAY	(78,884.60)	(77,852.07)	(77,978.22)	(69,869.19)
MARCH	JUNE	(104,233.92)	(116,904.76)	(84,643.01)	(96,891.29)
APRIL	JULY	(102,414.29)	(107,968.37)	(73,119.66)	(89,714.63)
MAY	AUGUST	(103,751.80)	(124,472.05)	(83,813.86)	(94,450.24)
JUNE	SEPTEMBER	(111,820.54)	(119,296.78)	(107,145.19)	(97,542.23)
	ARTICLE TOTAL	(1,188,947.29)	(1,242,071.50)	(1,063,865.47)	(1,041,862.33)
	GRAND TOTAL	9,347,007.82	9,041,416.32	7,982,734.38	7,634,562.91

	FY 22 BUDGET	FY 22 ACTUAL	FY 22 ESTIMATES	FY 21 RECEIPTS	FY 20 RECEIPTS
ARTICLE 39	3,621,581.00	4,031,817.65	4,031,817.65	3,739,365.52	3,297,032.66
ARTICLE 40	3,248,652.00	3,077,420.23	3,077,420.23	3,348,499.95	2,888,906.76
ARTICLE 42	182,418.00	318,651.47	318,651.47	236,424.59	175,861.09
ARTICLE 44	-	(86.14)	(86.14)	134.59	172.64
ARTICLE 44-524	1,677,460.00	1,919,204.61	1,919,204.61	1,716,991.67	1,620,761.23
	8,730,111.00	9,347,007.82	9,347,007.82	9,041,416.32	7,982,734.38

**DUPLIN COUNTY SOLID WASTE
MONTHLY CATEGORY TOTALS**

AUG '22	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				0.60				1.10
Site Garbage	42.34	22.04	54.59	53.09	40.83	56.60	47.37	44.73	30.54	41.13	41.63	27.61	65.02	15.37	44.09	626.98
Site Bulky	6.74	5.09	14.13	21.95	17.78	13.54	9.00	12.71	8.51	21.90	8.68	47.00	13.95	1.46	36.72	239.16
Mixed Paper	0.50	0.79	1.26	1.39	0.90	1.42	0.63	1.32	0.75	0.48	1.33	0.50	1.62		0.87	13.76
Glass	2.72	3.01	3.42				2.71					2.36	1.85			16.07
Cardboard	0.49		0.74	0.86	0.52	1.64	0.65		0.36		0.10	0.49	1.72		0.43	8.00
Plastics	0.17	0.23	0.30	0.47	0.20	0.74	0.40	0.20		0.22	0.29	0.33	0.79		0.26	4.60
Cans			0.09			0.28										0.37
Metal	2.31	1.35	2.17	2.72	3.39	4.92	2.54	2.90	3.87	5.36	2.43	2.92	6.29	1.09	3.66	47.92
Totals	55.27	32.51	76.70	80.48	63.62	79.14	63.30	62.36	44.03	69.09	54.46	81.81	91.24	17.92	86.03	957.96
Private Sector							<u>Citations:</u>									
Electronics	0.26															
Yard Waste	93.96						Duplin Commons									
Concrete	57.04						Paper									
Construction	609.98						Cardboard									
Roadside	3.59						Plastics									
Tires	83.16						No Chge MSW		2.70							
Garbage	1874.82						TOTAL		2.70							
Mixed Paper																
Glass	0.83															
Cardboard	1.41															
Plastic																
Cans																
Metal	6.09															
No Chg MSW	11.07															
Mixed Loads	130.09															
TOTAL	2872.30															

DUPLIN COUNTY SOLID WASTE
YEAR END CATEGORY TOTALS
2022-2023

CATEGORY	DESCRIPTION	JULY '22	AUG '22	SEPT '22	OCT '22	NOV '22	DEC '22	JAN '23	FEB '23	MAR '23	APR '23	MAY '23	JUN '23	TOTALS
**	GARBAGE	3193.38	3499.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6692.77
6	SCRAP METAL	49.06	54.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	103.07
19	YARD WASTE	70.28	92.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	163.24
20	BRICKS, ETC.	46.36	57.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	103.40
34	MIXED RECYCLABLES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36	TIRES	62.83	83.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	145.99
40	MIXED PAPER	11.14	13.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.90
42	GLASS	11.60	16.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.50
44	CARDBOARD	11.60	9.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.01
47	PLASTIC	3.99	4.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.59
48	CANS	2.78	0.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.15
109	ELECTRONICS	0.41	1.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.77
***	STORM GARBAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
120	BLOCKS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
119/124	YARD WASTE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS		3463.43	3832.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7296.39
	TOTAL MSW	3193.38	3499.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6692.77

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

*** STORM GARGAGE Includes - Garbage, C&D, Shingles, Materials From

Duplin County Water
Monthly Report

	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug
Billed Customers	7763	7774	7769	7778	7835	7819
Gallons Water Sold	42,974,000	47,280,000	46,223,000	59,208,000	52,951,000	53,840,000
Monthly Billed	\$285,433.98	\$299,673.84	\$297,306.67	\$337,239.51	\$321,540.58	\$320,652.47
Bank Draft Payments	\$36,854.61	\$30,811.99	\$32,670.96	\$34,773.44	\$37,903.89	\$37,801.14
Credit Card Payments	\$108,705.42	\$107,451.12	\$93,214.41	\$112,240.26	\$110,248.39	\$103,918.69
New Customers	59	49	57	61	46	52
Discontinued	45	45	61	46	35	42
Repairs	5	3	0	12	5	9
Flushes	15	19	28	47	20	26
Locates	446	473	655	735	716	808
Reinstates	191	153	69	226	163	146
New Taps	23	9	17	13	18	25