

#### BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, August 21st, 2023

### 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 August 7<sup>th</sup>, 2023 (A)

### **REGULAR MEETING AGENDA**

### **CONSENT AGENDA**

- 1. Budget Amendment Journal Entry Report (B)
- 2. Tax and Solid Waste Releases-- #20496 #20509 (C)
- 3. Bad Debt and Deceased Write Offs for Duplin County Health Department for the Month of July 2020 (D)
- 4. Bad Debt and Deceased Write Offs for Duplin County Emergency Medical Services Through July 2013 (E)
- 5. Agreement for the Protection, Development and improvement of Forest Lands in Duplin County Between North Carolina Department of Agriculture and Consumer Services and Duplin County and Authorize County Manager to Sign. (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)

**6:15 p.m.** Melissa Kennedy, E-911 Project Coordinator

Conduct a Public Hearing Regarding a Request from Ronald Gregory Brown to Name a Lane in Kenansville Township (H)

Request a Public Hearing be Scheduled Regarding a Request from Harry Dorsey to Name a Lane in Island Creek Township (I)

6:25 p.m. Angel Venecia, Transportation Director

Request to Correct the Public Hearing Date to Receive Public Comments on FY25 5311

Admin and Capital Grant Funding (J)

Joe Newburn, Animal Control Supervisor 6:30 p.m.

Request to Approve a Contract with Veterinary Medical Center of Teachey, NC and a Contract with Warsaw Animal Hospital (K)

6:35 p.m. Laura Jones, Library Director

> Request to add the Albertson Community Library to the Duplin County Public Library System (L)

### **CLOSED SESSION**

Legal Matters NCGS 143-318.11 (a) (3)

### **FYI**

Town of Magnolia Tax Releases (M) Town of Calypso Tax Releases (N)

### REPORTS (O)

Airport – July 2023 Building Inspections – July 2023 Soil & Water - July 2023 Tourism - July 2023

### **ADJOURN**

Motion to adjourn until Tuesday, September 5th, 2023 at 6:00 p.m. for a Commissioners Meeting at the Administrative Building located at 224 Seminary Street in Kenansville, N.C.



### **BOARD OF COUNTY COMMISSIONER'S MEETING**

## Monday, August 21st, 2023

### **224 Seminary Street**

Kenansville, N.C. 28349

### **COMMISSIONER'S INFORMATION BULLETIN**

ГО:	Commissioner Branch Commissioner D. Edv Commissioner Garner Commissioner J. Edw	wards r		
FROM:	Jaime W. Carr/Clerk	to the Board		
DATE:	Monday, August 21st,	2023		
SUBJECT:	Commissioner's Meet	ing		
1. Meetir	ng Called to Order by C	hairman D. Edwa	rds	
2. Invoca	ation given by			
3. Pledge	e of Allegiance to the Fl	ag of the United S	States of America.	
Manag	val of agenda for tonighger/Clerk to the Board noted agenda.			
RECO	OMMENDED MOTIO	N: Motion to app	rove the meeting age	enda.
Motio	n2nd	For	Against	Carried

5 Ann	roval of Min	ıtes – Regul	ar Meeting held	on August 7 <sup>th</sup> , 2023	<b>(A)</b>
REC	COMMEND	ED MOTIC		pprove the minutes of	of the August 7 <sup>th</sup> , 2023
Mot	ion	2nd	For	Against	Carried
		REG	ULAR MEETI CONSENT A		
<ul><li>2.</li><li>3.</li><li>4.</li><li>5.</li></ul>	Tax and Sol Bad Debt an Month of Ju Bad Debt an Through Ju Agreement Duplin Cou Services and	aid Waste Read Deceased by 2020 (D) and Deceased by 2013 (E) for the Proteinty Between d Duplin Co	write Offs for Ection, Development North Carolina unty and Author	ort <b>(B)</b> 5 - #20509 <b>(C)</b> Duplin County Healt Duplin County Emer	th Department for the regency Medical Services ant of Forest Lands in culture and Consumer to Sign. (F)
Motion	1	2 <sup>nd</sup>	For	Against	Carried
	<ul> <li>Adminis</li> </ul>			ART OF MINUTES  Journal Entry Report	
		and to Dudg	AGEND		(=)

- 1. Public Comments (limited to three (3) minutes per speaker)
- 2. Ms. Melissa Kennedy, E-911 Addressing Project Coordinator, will appear before the Board to conduct a public hearing regarding a request from Ronald Gregory Brown to name a lane at 350 Cools Springs Road; Magnolia, NC; Kenansville Township: Pickett Lane in accordance with the Duplin County Addressing and Road Naming Ordinance. (H)

				olia, NC; Kenansvil ing and Road Nami	le Township: Pickett Lane, ng Ordinance.
	Motion	2 <sup>nd</sup>	For	Against	Carried
3.	Ms. Melissa K to request a pu	Lennedy, E-911 A	Addressing Proje scheduled for Se	ect Coordinator, will ptember 18 <sup>th</sup> , 2023	l appear before the Board
	Powers Road,		land Creek Tow	nship: Lois Lane in	accordance with the
	receive public Block of HC P	comments regar Powers Road, Wa	ding a request fr allace, NC; Islan	om Harry Dorsey to	September 18 <sup>th</sup> , 2023 to name a lane in the 200 Lois Lane in accordance
	Motion	2 <sup>nd</sup>	For	Against	Carried
4.	correction to the Meeting. At the of Duplin Cou	he date of a publ he August 7 <sup>th</sup> , 20 anty Public Trans	ic hearing that work to be a sportation regard	was approved at the ng, a public hearing ling the FY25 5311	efore the Board to make a August 7 <sup>th</sup> , 2023 Board was requested on behalf Admin and Capital Grant
				stem. The hearing and date should be S	eptember 5 <sup>th</sup> , 2023. (J)
					late for the FY25 5311 7 <sup>th</sup> , 2023 to September 5 <sup>th</sup> ,
	Motion	2nd	For	Against	Carried
5.	approval of tw	o (2) contracts.	One contract is b	between Duplin Cou	the Board to request unty and Veterinary s for the period of August
	21, 2023 throu	igh June 30, 202	4. The second c	ontract is between I	Duplin County and Warsaw 23 through June 30, 2024.

**RECOMMENDATION:** Motion to approve the request from Ronald Gregory Brown to

	Veterinary Med August 21, 202 Animal Hospit	dical Center of 23 through June	Teachey, NC fo 30, 2024 and a mal care for the	r spaying and neuter contract between Du	n Duplin County and ring services for a period of uplin County and Warsaw 23 through June 30, 2024
	Motion	2nd	For	Against	Carried
6.	Community Li recommendation Magnolia Libra services to the Community Li supportive patr services in this Consortium resupdated collect Albertson Commostly donation Beulaville and area sometimes would not impart both parties to of the Albertson Coverage on Sa would be manning.	brary to the Duyon of the Library ary, Ms. Jones we Northeastern control brary into the control brary into the control brary into the control branch area. The sources (over 48 tion housed onsumunity Library areas are the Pink Heact the county's continue the current Library would atturd and the field by volunteer and Library would be the control by the control by the control brary would be the control by the control by the control brary would be the control by the control brary would be the control by the control brary would be the control brary to the control brary the control brar	plin County Puby Advisory Boa was forced to cloorner of Duplin county's system. Le could bring mucheir book patror B participating listie. The current to replace the county anches and 23 mail Library acrobudget. A Memorate method of d continue to panormal hours Mars as usual. (L)	rd. With the loss of ose this branch. In a County, she would live This is an important ach-needed access to braries across the state Magnolia collection Library is located 1: niles from our Faison operation for five (5 y one (1) employee is onday and Wednesde Albertson Communication.	the paid position for the n effort to bring library like to bring the Albertson t community hub and has a color copying and faxing to our Cardinal ate) in addition to an on would be moved to the n that is comprised of 5+ miles from our n Branch. Citizens in this e. Adding this library ment would be signed by years. The library board for four (4) hours of lay 4:00p.m. – 7:00 p.m.
	enter into a Me approval of the	morandum of A county attorne	Agreement with	Albertson Community moving the current	etor, Ms. Laura Jones, to ity Library Board upon collection of books from
	Motion	2nd	For	Against	Carried
Le	LOSED SESSIC gal Matters NC otion to go out o 3-318.11 (a) (3)	<del>G</del> S 143-318.11	. , . ,	d session for legal m	atters pursuant to NCGS
Mo	otion	_2nd	For	Against	Carried

Motion to go ou	it of closed sess	sion and back in	to open session.		
Motion	2nd	For	Against	Carried	
FYI Town of Magno Town of Calyps					
REPORTS (O) Airport – July 2 Building Inspec Soil & Water – Tourism – July	023 tions – July 202 July 2023	23			
<b>ADJOURN</b>					
				m. for a Commissioner Street in Kenansville,	
Motion	2nd	For	Against	Carried	_



### BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, August 7<sup>th</sup>, 2023 224 Seminary Street Kenansville, N.C. 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, August 7<sup>th</sup>, 2023 in the Commissioners Room located at 224 Seminary Street, Kenansville, NC.

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

Present Via Telephone: Commissioner Wayne Branch

Also Present: Mr. George Wood, Interim County Manager/Clerk to the Board; Ms. Jaime W. Carr, Clerk to the Board; Mr. Tim Wilson, County Attorney; and Ms. Chelsey Lanier, Interim Finance Officer.

#### Call to Order

The meeting was called to order by Chairman Edwards.

### Invocation and Pledge of Allegiance

Invocation was given by Warsaw Town Mayor, Reverend 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

Chairman Edwards asked if the members of the Board approved the proposed meeting agenda and if any member or the County Manager or Clerk to the Board wished to make any changes or additions to the agenda. Ms. Jaime W. Carr, Clerk to the Board, requested to add Ms. Donna Brown, Water Department Director, to the regular agenda to request the adoption of the 2022 Local Water Supply Plan.

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously to approve the meeting agenda with the requested additions made by the Clerk to the Board.

### Approval of the Minutes - Governing Body

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to approve the minutes of the July 17<sup>th</sup>, 2023 Board of Commissioners meeting as presented.

# REGULAR MEETING AGENDA CONSENT AGENDA

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards carried unanimously to approve the consent agenda which consisted of: Budget Amendment Journal Entry Report; Tax and Solid Waste Releases-- #20440 - #20495.

### **ITEMS TO BE MADE PART OF MINUTES**

Administrative Budget Amendment Journal Entry Report

### **AGENDA**

### **Public Comments**

Ms. Lauren Carver. Founder of Pawject North Carolina, appeared during public comments to discuss Duplin County Animal Services. Ms. Carver stated that Pawject NC helps with improvements to local shelters to be more effective. She stated that she visited the Duplin County Animal Shelter back in May and when she first entered the shelter the employee was on her phone and all she got from the employee was a "Hi". She stated she told the employee she was interested in walking some of the dogs or playing with the cats. She also told the employee that she would like to take photos and videos to help try get the animals adopted by promoting them and their personalities on social media. Ms. Carver stated that she was informed that she could put in an application for each animal she was interested in and one would be brought out to her one a time, that she couldn't handle the animals, and she was also never informed about a volunteer program. Ms. Carver asked if she could do a walkthrough and was told she could not go back to see the animals and that cell phones were prohibited opposite of what county leaders have assured citizens in the past. Ms. Carver then asked if she could speak to the shelter supervisor to discuss her organization and ways they wanted to help the shelter improve adoption rates. She was told he was not available and neither was anyone else. Ms. Carver then asked if she could leave her contact information to which she did. Ms. Carver stated she was not even told to have a good day upon leaving. She then stated that she told that employee to have a good day and she only got a "mhm" in response. She said that had she been any other citizen, she

would have never returned there or wanted to volunteer! Ms. Carver said she had never been to a shelter where citizens could not walk through the shelter, walk the dogs or play with the cats because most shelters are grasping at anyone that is interested. After more research, she stated the she had spoken with Mr. Newburn by phone in June, told him the situation was getting critical and that she wanted to help prevent disaster. Ms. Carver has been working with the public pleading with them to let her organization, along with Duplin County Animal Services, to come to a resolution. She said that she had made every attempt to resolve these issues. Ms. Carver stated that it was made very clear by Animal Advisory Board Chair, Cathi Hale and her unwarranted hostile and unprofessional behavior during their meeting that there was minimal interest in making anything better at Duplin County Animal Services because you, the commissioners, the "good ole boys club" as she described, would likely not allow it. Ms. Hale also informed Ms. Carver that if she came into this building with named citizens that she wouldn't even be allowed in the building. She stated that these named citizens were not even who reached out to her organization, they were witnesses to problems that came forward along the way. Ms. Carver stated that Ms. Hale interrupted every sentence, even went as far as to yell at her, told her she was taking her anger and frustration out on her, and disrupted any forward conversation between Supervisor Newburn and herself for resolution, whom was very professional. Ms. Carver stated that she has had nothing but productive and positive experiences with Supervisor Newburn. She stated that she does not believe the Animal Advisory Board runs animal services here, but you would think Ms. Hale ran the whole county. She stated that everything citizens have said about Duplin County and its problems have been 1000% correct. Ms. Carver stated that she came here tonight as a last effort to offer information and structure that can help right some of these wrongs, give the public renewed confidence in the agency, and offer this county the support it desperately needs to have a successful program. Ms. Carver stated that indebted with a new facility, the county cannot afford for it to fail over simple problems that have simple and obtainable solutions.

Ms. Holly Matthis appeared during public comments to discuss a project she is starting called the "Outlaw Garden" project. Ms. Matthis stated that the 2022 Duplin County Community Needs Assessment showed that the top two (2) quality of life issues that the County faces are Poverty and Substance Abuse. She also stated the crucial priority that demands the utmost attention over the next three (3) years is Mental Health. Ms. Matthis stated that she is the granddaughter of Norma Jean Outlaw and has inherited a piece of land known in Duplin County as "Outlaw's House and Store' on Summerlins Crossroads Road and this land has been recognized by the North Carolina Department of Transportation and is eligible for the National Register of Historical Places. Ms. Matthis stated that she would like to use this property to establish a garden where the youth of Duplin County can reconnect with their roots through gardening, bee keeping, and other nature related activities. She feels as if our society today has taken us away from nature. Ms. Matthis feels that nature has many benefits such as it rejuvenates attention, reduces stress, fosters self-discipline and even enhances academic engagement and motivation. She stated that nature also helps elevate happiness, and mental well-being, while alleviating a risk of mental illness such as depression and anxiety. She believes that this project can pave the way for a brighter future for our youth, free from addiction and ebbing quality of life. Ms. Matthis stated that "Outlaw's Garden" is a non-profit organization to help address poverty and has the potential to elevate the quality of life in our county. Ms. Matthis asked the Board for financial support to help with this project.

### **End Public Comments**

Ms. Donna Brown, Water Department Director, appeared before the Board to request the adoption of the 2022 Local Water Supply Plan. The Local Water Supply Plan is prepared every year and submitted to the State. Every five (5) years the plan must be adopted by the local Board of County Commissioners pursuant to NCGS § 143-355(1). The 2022 Local Water Supply plan has been reviewed and contains all the information to meet the requirements. A Resolution for Approving Local Water Supply Plan for Duplin County Water must also be adopted.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to adopt the 2022 Local Water Supply Plan.

Ms. Angel Venecia, Public Transportation Director, appeared before the Board to request a public hearing be scheduled for September 7<sup>th</sup>, 2023 to receive public comments on the FY 25 5311 Admin and Capital Grant submission to fund the public transportation system.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to schedule a public hearing on September 7<sup>th</sup>, 2023 to receive public comments on the FY 25 5311 Admin and Capital Grant submission to fund the public transportation system.

Ms. Angle Venecia, Public Transportation Director, appeared before the Board to request approval of the increased local share for the 5339(b) Discretionary Award grant totaling \$804,034.00 and to authorize the Chairman to sing the Local Share Certification for Funding. The North Carolina Department of Transportation has announced that the amount awarded to Duplin County for the Section 5339(b) discretionary grant to build a new transportation facility has been increased again from \$3,020,171.00 (\$2,416,137.00 federal and \$604,034.00 local) to \$4,270,171.00 (\$3,416,137.00 federal and \$804,307.00 local). Therefore, a new Local Share Certification for Funding must be completed. No county money is involved in this project. All local funding will be from the Transportation Department's fund balance.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously, to approve the increased local share for the 5339(b) Discretionary Grant totaling \$804,034.00 and authorize the Chairman to sign the Local Share for Funding document.

Ms. Angel Venecia, Public Transportation Director, appeared before the Board to request the approval of grant agreements for FY24 Community Transportation Rural Formula Program (Section 5311) and FY24 Rural State Operating Program. Grant applications were submitted on behalf of Duplin County Public Transportation for FY24 Federal and State Community Transportation funding for Administrative costs (Administration salaries & fringes, vehicle insurance, marketing) and also for the FY24 Rural Operating Grant that provides additional funding to assist with some operating costs. The North Carolina Department of Transpiration awarded Duplin County \$254,376.00 for the FY24 Community Transportation Rural Formula Program (Section 5311) Grant and \$60,000.00 for the FY24 Rural State Operating Program Grant.

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously, to accept the FY24 Community Transportation Rural Formula Program (Section

5311) Grant Funds in the amount of \$254,376.00 and the FY24 Rural State Operating Program Grant and authorize the Chairman to sign grant agreements.

Ms. Tracey Simmons-Kornegay, Health Director, appeared before the board to request acceptance of ARPA COVID-19 School Health Team Workforce – AA 620 Funding and approval of a Memorandum of Agreement between Duplin County Health Department and Duplin County Board of Education. The Health Department has received funding in the amount of \$93,640.00. Of these funds, \$55,000.00 will be allocated the Duplin County Board of Education for school health nurse extender contracted positions. This funding will help continue collaboration with the local school health program to provide and support other school health program activities that foster healthy students who are in school and ready to learn, as well as provide COVID-19 support and response in schools.

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously, to accept the ARPA COVID-19 School Health Team Workforce – AA 620 Funding in the amount of \$93,640.00.

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously, to approve a Memorandum of Agreement between Duplin County Health Department and Duplin County Board of Education and allow Tracey Simmons-Kornegay, Health Director, to sign, upon MOA approval of the County Attorney.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to authorize the necessary budget amendment.

Ms. Tracey Simmons-Kornegay, Health Director, appeared before the Board to request acceptance of Communicable Disease Pandemic Recovery – AA 546 Funding in the amount of \$132,922.00. To ensure the community's health and to achieve equitable health outcomes, the Local Health Department will expand essential public health services to control communicable diseases in their community. Services provided will include communicable disease surveillance, investigation, detection, control, reporting, and prevention activities at the local level to address the COVID-19 and other communicable disease challenges impacted by the COVID-19 pandemic.

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously, to accept the Communicable Disease Pandemic Recovery – AA 546 Funding in the amount of \$132,922.00 and authorize the necessary budget amendment.

Ms. Tracey Simmons-Kornegay, Health Director, appeared before the Board to request acceptance of ELC Enhancing Detection Activities – AA 543 Funding in the amount of \$436,779.00. AA 543 provides complementary funding to the Local Health Department in order for it to leverage and build upon existing ELC infrastructure that emphasizes the coordination and critical integration of laboratories with epidemiology and health information systems, thus maximizing the public health impact of available resources. These additional resources, by law, are intended to "prevent, prepare for, and respond to coronavirus" by supporting testing, case investigation and contact tracing, surveillance, containment, and mitigation.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to accept of ELC Enhancing Detection Activities – AA 543 Funding in the amount of \$436,779.00 and authorize the necessary budget amendment.

Ms. Tracey Simmons-Kornegay, Health Director, appeared before the Board to request acceptance of ED Regional Prevention Support Teams – AA 545 Funding in the amount of \$8,508.00. This is a continuation of funding of the LTC Regional Prevention Support Teams [RPST] in each of the 10 Pubic Health regions (Duplin County belongs to Region 8 which is comprised of 9 counties in the southeastern portion of NC) to provide on-site infection prevention and control consultation to all types of Long-Term Care facilities. The goal of the RPSTs is to reduce the introduction of disease through on-site training and consultation with facility staff in the use of evidence-based infection control procedures consistent with applicable CDC, CMS and HHS guidance. This initiative is particularly important for residential facilities that do not typically have health care professionals on staff.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to accept the ED Regional Prevention Support Teams – AA 545 Funding in the amount of an additional \$8,508.00 and authorize the necessary budget amendment.

Ms. Tracey Simmons-Kornegay, Health Director, appeared before the Board to request acceptance of ARPA COVID-19 Public Health Regional Workforce - AA 621 Funding. The North Carolina Division of Public Health received funding from the Centers for Disease Control and Prevention (CDC) in a grant titled "CDC Crisis Response Cooperative Agreement: COVID-19 Public Health Workforce," hereafter known as the COVID-19 PH Workforce Grant. This grant provides funding to establish, expand, train, and sustain the state, tribal, local, or territorial (STLT) public health workforce to support jurisdictional COVID-19 prevention, preparedness, response, and recovery initiatives. As part of this initiative, DPH is making available funds for the 10 regions identified by the North Carolina Association of Local Health Directors (NCALHD) to recruit, hire, and train personnel to fill critical gaps in its Public Health Infrastructure Foundational Capabilities in order to respond to the COVID-19 pandemic. The Public Health National Center for Innovations' Public Health Leadership Forum identified 8 Foundational Capabilities of Public Health-the suite of skills, programs, and activities that must be available in state and local health departments everywhere for the health system to work anywhere. The local health departments within each region have identified a lead local health department (Lead Regional LHD) for its region to host and manage the program described in this Agreement Addendum (AA). Duplin County Health Department was chosen to be Region 8's lead regional LHD. All capability-strengthening efforts should pay special attention to diversity, equity, and inclusion in that the Lead Regional LHDs should recruit staff who are representative of and have language competence for the communities they serve and promote diversity and inclusion when considering training and growth opportunities for all staff.

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously, to accept ARPA COVID-19 Public Health Regional Workforce – AA 621 Funds in the amount of \$1,763,054.00 on behalf of Region 8's Heath Departments and approve the associated budget amendments.

Mr. Scotty Summerlin, Economic Development Director, appeared before the Board to request approval to award the contract for Project Maintenance, Construction Administration, Project Inspection, and Quality Assurance (QA) for Duplin County AirPark – Phase I to Parrish & Partners. Duplin County has previously contracted the design and engineering services for the Duplin County Airpark Improvements. The original contract did not include construction administration services which are typically added after design via additional work

authorizations. Upon completion of the design work, Parrish and Partners submits the subject contract for Board approval. Contract cost will be covered with grant proceeds sought and acquired by the Duplin County Economic Development Corporation (The Foundation).

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to award Parrish and Partners the contract for Project Management, Construction Administration, Project Inspection, and Quality Assurance (QA) Testing - Duplin County AirPark — Phase I for an amount not to exceed \$77,925.00 and authorize the Chairman to sign.

Mr. Joseph McKemey, McDavid Associates, Inc., appeared before the Board to request authorization to advertise for the Receipt of Bids for the construction of the Golden Leaf Water Supply Well Project for the Duplin County Water System. Duplin County applied for and was awarded grant funding from the Golden Leaf Foundation for the construction of a new water supply well in the WestPark Business and Industrial Park. Plans and specifications have been prepared for the construction of the WestPark water supply well. The project is ready to be advertised for the receipt of bids. A Resolution for Plan Approval and Authorization to Receive Bids FY2023-038 / 2022 Golden Leaf Water Supply Well Project must also be adopted.

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously, to authorize McDavid Associates, Inc. to advertise for the Receipt of Bids for the construction of Golden Leaf Water Supply Well Project for the Duplin County Water System and adopt a Resolution for Plan Approval and Authorization to Receive Bids FY2023-038 / 2022 Golden Leaf Water Supply Well Project and authorize the Chairman to sign same.

Mr. Joseph McKemey, McDavid Associates, Inc., appeared before the Board to request authorization to advertise for the receipt of bids for the construction of the USDA Water Supply Well Project test well for the Duplin County Water System. The USDA desires the construction of a test well before funding application is submitted. The test well will determine if the site is feasible for a water supply well, water quality and well capacity. The test well is ready to be advertised for the receipt of bids.

Motion was made by Commissioner Branch, seconded by Commissioner J. Edwards, carried unanimously, to authorize McDavid Associates, Inc. to advertise the test well for the receipt of bids for the construction of USDA Water Supply Well Project test well for the Duplin County Water System.

Ms. Annie Murrell, Social Services Director, appeared before the Board to request thirteen (13) Medicaid positions (one (1) Supervisor position, two (2) Income Maintenance Caseworker III positions, and ten (10) Income Maintenance Caseworker II positions) as a result of Medicaid Expansion. Ms. Murrell stated that if the Board wishes not to approve these thirteen (13) positions, then she would like to request seven (7) Income Maintenance Caseworker II positions. The Department of Health and Human Services (DHHS) released a "go-live" date for Medicaid Expansion effective 10/1/2023. DHHS has projected that Duplin County will receive 7,002 potentially eligible Medicaid cases. There are currently seventeen (17) Income Maintenance Caseworkers averaging 850 cases each. To keep up with the caseload volume, Ms. Murrell's staff is currently working overtime, therefore earning comp time. The current staff will not be able to handle the influx of cases as a result of expansion. Waiting to hire staff will have a

negative impact on the county/agency such as a delay in citizens receiving benefits, the agency not meeting state requirements which could result in a state take-over, case errors resulting in a payback, losing staff to neighboring counties with a smaller caseload size, etc. It takes four (4) to six (6) months from the interview process to train a new hire before an inexperienced worker would be able to work a caseload independently. The county's portion of Medicaid eligibility position is 25% of the staff salary. The county received \$66,079.00 in Continuous Coverage Unwinding (CCU) funds in May 2023, which is to be used for Medicaid Expansion only. Factoring the CCU money received in May 2023, to fund the 13 positions will cost the county \$112,494.29 for the first year. If 7 positions are granted it would cost the county \$27,287.89 for the first year. After the implementation of Medicaid Expansion, DHHS will receive \$1.667M to be allocated to all 100 counties for expansion. A projected allocation amount of \$16,669 per month will be allocated to Duplin County.

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards to approve the addition of seven (7) Income Maintenance Caseworker II Medicaid positions for Duplin County DSS.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch to amend Commissioner Garner's motion to instead approve the addition of thirteen (13) Medicaid positions total – one (1) Supervisor position, two (2) Income Maintenance Caseworker III positions, and ten (10) Income Maintenance Caseworker II positions. After discussion on the Motion to Amend, a vote was taken with three (3) in favor (D. Edwards, W. Branch, J. Dowe) and two (2) opposed (E. Garner, J. Edwards)

Following discussion of the amended Motion, J. Dowe modified the wording of his Motion to read: Motion to approve the addition of thirteen (13) Medicaid positions for DSS – one (1) Supervisor position, two (2) Income Maintenance Caseworker III positions, and ten (10) Income Maintenance Caseworker II positions, contingent upon the County being allocated funding of \$16,669 per month by NCDHHS. Wayne Branch confirmed his seconding of the reworded Motion. After further discussion, vote was taken with four (4) in favor (D. Edwards, W. Branch, J. Dowe, E. Garner) and one (1) opposed (J. Edwards) – Motion passed

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to leave open session and enter into a closed session for Legal Matters pursuant to NCGS §143-318 (a) (3).

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously, to leave closed session and return to open session.

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously, to adjourn until Monday, August 21<sup>st</sup>, 2023 at 6:00 p.m. for a Commissioners Meeting at the Administrative Building located at 224 Seminary Street in Kenansville, N.C.

Jaime W. Carr Clerk to the Board



# Agenda



## **Duplin County, NC**

### **BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

LN ORG OBJECT PROJ ORG DESCRIPTION ACCOUNT		REV BUDGET OGET CHANGE	AMENDED . BUDGET ERR
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2	SRC JNL-DESC ENTITY AMEND		
2024 02 230 08/22/2023	BUA 082123C 1 2		
1 23 39969 OPIOID SETTLEMENT 23-00-0000-0000-000-39969	FUND BALANCE APPROPRIATED Carry fwd unspent res 5-15-23	.00 -65,818.18 08/22/2023	-65,818.18
2 23 44009 OPIOID SETTLEMENT 23-00-0000-0000-000-44009	Grant Expense Carry fwd unspent res 5-15-23	.00 65,818.18 08/22/2023	65,818.18
	** JOURNAL TOTAL	0.00	

## **Duplin County, NC**



### **BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: chelsey.lanier

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC	REF 1 REF 2	REF 3		ACCOUNT DESC LINE DESC	т ов	DEBIT	CREDIT
2024 2 230 BUA 23-39969 08/22/2023 082123C BUA 23-44009 08/22/2023 082123C			T T	FUND BALANCE APPROPRIATED Carry fwd unspent res 5-15-2 Grant Expense Carry fwd unspent res 5-15-2	5	65,818.18	65,818.18
				JOURNAL 2024/02/230 TOTAL		.00	.00



### **BUDGET AMENDMENT JOURNAL ENTRY PROOF**

FUND	YEAR PER	JNL EFF DATE	DEBIT	CREDIT
ACCOUNT		ACCOUNT DESCRIPTION	To 22 Property and College St.	koatania <sup>11</sup>
		FUND TOTAL	.00	.00

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

BA a	#		Duplin C Budget Amer	-	
Department 1	Title			- inance	
	Head's Signature		·	mande	_
	e-mailed to Finance from Dept.	Head)			_
	s involving revenues must be approve		ommissioners		
Brief desc Carry forward	ription of why this amend d unspent funds from FY 23	ment is beinç	g requeste	d:	
Revenue			Expense		
code	Line Item Description	Amount	code	Line Item Description	Amount
23-39969	Fund Balance Appropriated	65,818.18	23-44009	Grant Expense	65,818.18
			r		
					1 1
Total		65,818.18	Total	1	65,818.18
Finance Si Date Appro Manager S Date Appro	oved: Signature	Ouls	A Ro	mes	
Commision	ner Approval		-		_

8/15/2023



Agenda

CW 8-9-23

# DUPLIN COUNTY TAX AND SOLID WASTE REQUEST RELEASE DATE AUGUST 21, 2023

	T			FIRE	TAN		SE DATE AUGUST 2		FIR		1 4 75 1157	_	COLLD		TOTAL	
RELEASE	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	FUND	FIR		PENALTY		WASTE		RELEASE	REASON FOR RELEASE
20496	CAROLINA TURKEYS	03		F-02	2023	1549585	\$ 41,539.94	\$ 1,161.9	6 \$ 3,58	7.54				\$	46,289.44	SETTLEMENT OF PROPERTY-TAX COMMISSION APPEAL
20497	CAROLINA TURKEYS	03			2022	1549585	\$ 41,539.94	\$ 1,161.9	6					\$	42,701.90	SETTLEMENT OF PROPERTY-TAX COMMISSION APPEAL
20498	CAROLINA TURKEYS	03			2021	1549585	\$ 41,539.94	\$ 1,161.9	6					\$	42,701.90	SETTLEMENT OF PROPERTY-TAX COMMISSION APPEAL
20499	CAROLINA TURKEYS	03			2020	1549585	\$ 16,294.00	\$ 455.7	8					\$	16,749.78	SETTLEMENT OF PROPERTY-TAX COMMISSION APPEAL
20500	CAROLINA TURKEYS	03			2019	1549585	\$ 35,769.89	\$ 1,000.5	6					\$	36,770.45	SETTLEMENT OF PROPERTY-TAX COMMISSION APPEAL
20501	CAROLINA TURKEYS	03			2018	1549585	\$ 62,223.59							\$	62,223.59	SETTLEMENT OF PROPERTY-TAX COMMISSION APPEAL
20502	CAROLINA TURKEYS	03			2017	1549585	\$ 59,918.77							\$	59,918.77	SETTLEMENT OF PROPERTY-TAX COMMISSION APPEAL
20503	HOLMES, JOSHUA S. & ASHLEY HOLMES	06		F-16	2021	4065392	\$ 104.06	\$ 2.9	1 \$ 1	0.18	\$ 11.7	1		\$	128.86	DOES NOT OWN BOATS
20504	HOLMES, JOSHUA S. & ASHLEY HOLMES	06		F-16	2020	4065392	\$ 104.06	\$ 2.9	1 \$ 1	0.18	\$ 11.7	1		\$	128.86	DOES NOT OWN BOATS
20505	HOLMES, JOSHUA S. & ASHLEY HOLMES	06			2019	4065392	\$ 104.06	\$ 2.9	1		\$ 10.6	9		\$	117.66	DOES NOT OWN BOATS
20506	LEE, LEWIS WADE & WF LISA C. LEE	05			2022	5311387						\$	110.00	\$	110.00	HOUSE VACANT OVER SIX YEARS
20507	LEE, LEWIS WADE & WF LISA C. LEE	05			2021	5311387						\$	90.00	\$	90.00	HOUSE VACANT OVER SIX YEARS
20508	LEE, LEWIS WADE & WF LISA C. LEE	05			2020	5311387						\$	90.00	\$	90.00	HOUSE VACANT OVER SIX YEARS
20509	LEE, LEWIS WADE & WF LISA C. LEE	05			2019	5311387						\$	90.00	\$	90.00	HOUSE VACANT OVER SIX YEARS
	GRAND TOTAL						\$ 299,138.25	\$ 4,950.5	5 \$ 3.60	7.90	\$ 34.1	1 5	380.00	\$	308,111.21	
								-,-								
Skir	An/ly															
	SUBMITTED BY:			FINAL A	PPROVAL	L BY:					DATE A	PPRO	VED:	-		





# DUPLIN COUNTY HEALTH DEPARTMENT

Date: August 9, 2023

Bad Debt & Deceased Write off for Duplir	n County Health Department
Bad Debt Service Date Write Off: July 2020	
Amount to be written off: \$1,865.38	
PC \$1,680.08 FP \$85.70 IM \$54.00 MH \$45.60	
	,
Health Director	8.10. XX3  Date
Chairman – Board of Health	8.10.23 Date
Chairman – County Commissioners	Date

# Health Bad Debt Write Off for the month of July 2023

DOS	Balance	Prog
5/13/2020	\$29.00	PC
9/29/2014	\$15.00	AH
5/22/2020	\$2.00	PC
5/22/2020	\$3.60	PC
5/22/2020	\$31.60	PC
5/2/2020	\$0.75	МН
5/2/2020	\$8.25	МН
5/2/2020	\$36.60	МН
5/21/2020	\$4.00	PC
5/21/2020	\$7.20	PC
5/21/2020	\$63.20	PC
6/30/2016	\$60.32	PC
6/6/2017	\$5.00	PC
6/6/2017	\$9.00	PC
6/6/2017	\$59.00	PC
5/27/2020	\$5.00	PC
5/27/2020	\$9.00	PC
5/27/2020	\$79.00	PC
6/18/2020	\$5.00	PC
6/18/2020	\$9.00	PC
6/18/2020	\$18.00	PC
6/18/2020	\$39.00	PC
7/22/2020	\$2.00	PC
7/22/2020	\$3.60	PC
7/22/2020	\$18.80	PC
6/17/2020	\$2.00	PC
6/17/2020	\$3.60	PC
6/17/2020	\$31.60	PC
7/28/2020	\$15.90	PC
7/27/2020	\$2.00	PC
7/27/2020	\$3.60	PC
7/27/2020	\$4.40	FP
7/27/2020	\$49.20	PC
6/12/2020	\$63.20	FP
6/15/2020	\$7.00	FP
6/15/2020	\$11.10	FP
6/26/2020	\$2.00	PC
6/26/2020	\$3.60	PC

6/26/2020	\$49.20	PC
6/15/2020	\$2.00	PC
6/15/2020	\$13.20	
7/22/2020	\$5.00	
7/22/2020	\$9.00	
7/22/2020	\$79.00	
7/2/2020	\$2.00	
7/2/2020	\$3.60	
7/2/2020	\$26.00	
7/2/2020	\$31.60	PC
7/6/2020	\$2.00	
7/6/2020	\$3.60	
7/6/2020	\$31.60	-
2/15/2016	\$5.00	
2/15/2016	\$6.15	
2/15/2016	\$10.00	AH
3/8/2016	\$31.60	AH
6/7/2016	\$2.00	-
6/7/2016	\$3.60	
6/7/2016	\$10.00	PC
6/7/2016	\$56.80	PC
8/9/2016	\$5.00	PC
8/9/2016	\$57.00	PC
10/5/2016	\$2.00	PC
10/5/2016	\$3.60	PC
10/5/2016	\$20.00	PC
10/5/2016	\$31.60	PC
5/9/2017	\$2.00	PC
5/9/2017	\$3.60	PC
5/9/2017	\$31.60	PC
6/21/2017	\$2.00	PC
6/21/2017	\$63.20	PC
10/12/2017	\$2.00	PC
10/12/2017	\$3.60	PC
10/12/2017	\$10.00	PC
10/12/2017	\$31.60	PC
2/9/2018	\$5.00	PC
2/9/2018	\$8.00	PC
2/9/2018	\$9.00	PC
2/9/2018	\$10.00	PC
2/9/2018	\$25.00	PC
2/9/2018	\$79.00	PC

5/10/2018	\$2.00 PC
5/10/2018	\$3.60 PC
5/10/2018	\$31.60 PC
8/8/2018	\$2.00 PC
8/8/2018	\$3.60 PC
8/8/2018	\$10.00 PC
8/8/2018	\$22.80 PC
11/8/2018	\$5.00 PC
11/8/2018	\$9.00 PC
11/8/2018	\$25.00 PC
11/8/2018	\$79.00 PC
12/3/2018	\$22.80 PC
3/20/2019	\$2.00 PC
3/20/2019	\$3.60 PC
3/20/2019	\$31.60 PC
2/23/2018	\$3.00 PC
2/23/2018	\$3.36 PC
2/23/2018	\$5.55 PC
2/23/2018	\$6.00 PC
2/23/2018	\$9.00 IM
2/23/2018	\$30.00 PC
2/23/2018	\$45.00 IM
Total Write off	\$1,865.38

PC 1,680.08 FP 85.70 MH 45.60 IMM 54.00

1,865.38

Agenda





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



Date: 08/09/2023

### Bad Debt & Deceased Write off for Duplin County EMS

Bad Debt Service Date Write Off: Thru July 2013		
Amount to be written off: \$468,829.54		
County Manager	Date	
Chairman – County Commissioners	Date	

Service		Balance
	04/09/2004	293.58
	10/16/2004	97.04
	01/01/2005	43.03
	03/14/2005	525.14
	04/30/2005	291.42
	06/01/2005	146.00
	07/26/2005	398.28
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	01/28/2006	57.20
	02/19/2006	28.00
	05/04/2006	448.00
	05/20/2006	413.00
	06/07/2006	
	07/18/2006	
	07/28/2006	
	07/30/2006	
	08/15/2006	
	10/14/2006	
	03/16/2007	
ha Bro	03/27/2007	The second secon
	04/07/2007	513.52
	04/13/2007	353.23
	07/31/2007	695.00
	08/01/2007	512.97
	08/01/2007	625.00
	10/19/2007	
	10/23/2007	
	10/30/2007	
	10/30/2007	
	11/20/2007	
	11/30/2007	
	12/17/2007	
2 350		
	12/21/2007	
	12/27/2007	
	12/30/2007	
	01/01/2008	
	01/04/2008	
	01/11/2008	
	01/11/2008	
	01/12/2008	615.00
	01/14/2008	100.00
	01/14/2008	675.00
	01/18/2008	695.00
	01/21/2008	705.00
	01/22/2008	725.00
	01/25/2008	
	01/27/2008	
	01/29/2008	
	02/08/2008	
	02/10/2008	
	02/12/2008	
	02/15/2008	
	02/19/2008	
	02/22/2008	
	02/23/2008	
	02/24/2008	
	02/25/2008	
	02/28/2008	
	03/03/2008	
	03/04/2008	8 675.00

03/04/2008	105.16	
03/09/2008	505.00	
03/09/2008	745.00	
03/11/2008	465.00	
03/13/2008	675.00	
03/13/2008	102.60	
03/14/2008	625.00	
03/27/2008	615.00	
03/29/2008	88.70	
04/01/2008	323.02	
04/01/2008	785.00	
04/03/2008	495.00	
04/04/2008	145.00	
04/05/2008	81.41	
04/07/2008	505.00	
04/07/2008	535.00	
04/07/2008	825.00	
04/07/2008	635.00	
04/08/2008	435.00	
04/09/2008	465.00	
04/11/2008	555.00	
04/12/2008	23.74	
04/12/2008	465.00	
04/12/2008	475.00	
04/12/2008	605.00	
04/13/2008	595.00	
04/14/2008	675.00	
04/15/2008	606.18	
04/18/2008	525.00	
04/21/2008	655.00	
04/21/2008	765.00	
04/26/2008	735.00	
04/27/2008	465.00	
04/27/2008	465.00	
04/29/2008	575.00	
04/30/2008	585.00	
05/03/2008	635.00	
05/04/2008	615.00	
05/05/2008	465.00	
05/08/2008	525.00	
05/10/2008	585.00	
05/10/2008	775.00	
05/13/2008	725.00	
05/17/2008	725.00	
05/19/2008	465.00	
05/20/2008	97.46	
05/23/2008	615.00	
05/23/2008	705.00	
05/24/2008	735.00	
05/28/2008	535.00	
05/28/2008	487.50	
	575.00	
05/28/2008		
06/01/2008	515.00	
06/02/2008	78.67	
06/03/2008	755.00	
06/04/2008	224.00	
06/05/2008	731.00	
06/05/2008	545.00	
06/05/2008	100.67	
06/08/2008	102.75	
06/09/2008	715.00	
06/14/2008	34.08	

06/15/2008	189.41	
06/16/2008	575.00	
06/16/2008	725.00	
06/18/2008	73.93	
06/21/2008	83.34	
	705.00	
06/26/2008	475.00	
06/27/2008		
06/30/2008	644.62	
07/02/2008	108.99	
07/02/2008	393.00	
07/03/2008	465.00	
07/04/2008	465.00	
07/06/2008	78.09	
07/08/2008	495.00	
07/10/2008	475.00	
07/11/2008	505.00	
07/12/2008	629.61	
07/14/2008	595.00	
07/16/2008	575.00	
07/17/2008	685.00	
07/18/2008	297.39	
	99.73	
07/19/2008		
07/21/2008	91.80	
07/21/2008	665.00	
07/23/2008	250.00	
07/25/2008	685.00	
07/27/2008	264.00	
07/30/2008	118.24	
08/01/2008	765.00	
08/01/2008	825.00	
08/03/2008	81.88	
08/04/2008	675.00	
08/05/2008	645.00	
08/07/2008	99.73	
08/12/2008	535.00	
08/14/2008	625.00	
08/17/2008	725.00	
08/21/2008	240.93	
08/24/2008	575.00	
08/27/2008	615.00	
08/29/2008	595.00	7/19
08/31/2008	565.00	
09/01/2008	615.00	
09/02/2008	215.50	
09/03/2008	615.00	
09/03/2008	605.00	
09/14/2008	535.00	
09/15/2008	79.89	
09/16/2008	28.44	
09/19/2008	647.00	
09/20/2008	685.00	
09/20/2008	705.00	
09/22/2008	208.00	
	350.00	
09/24/2008		
09/24/2008	12.41	
09/24/2008	675.00	
09/29/2008	645.00	
09/30/2008	475.00	
10/03/2008	615.00	
10/04/2008	705.00	
10/04/2009	765.00	
10/04/2008	385.00	

10/05/2008	545.00	
10/10/2008	665.00	
10/11/2008	555.00	
10/12/2008	415.00	
10/13/2008	645.00	
10/14/2008	477.50	
10/14/2008	725.00	
10/15/2008	62.77	
10/20/2008	70.20	
10/22/2008	755.00	
10/22/2008	495.00	
10/26/2008	715.00	
10/27/2008	645.00	
10/28/2008	465.00	
11/02/2008	535.00	
11/02/2008	465.00	
11/03/2008	645.00	
11/03/2008	685.00	
11/07/2008	535.00	-
11/08/2008	665.00	
11/13/2008	146.00	
	51.26	
11/24/2008		
11/28/2008	735.00	
12/02/2008	765.00	
12/02/2008	117.71	
12/05/2008	95.65	
12/06/2008	585.00	
12/08/2008	111.63	
12/09/2008	685.00	
12/11/2008	655.00	
12/17/2008	725.00	
12/17/2008	775.00	
12/20/2008	495.00	
12/24/2008	715.00	
12/25/2008	655.00	
12/27/2008	765.00	
12/28/2008	575.00	
12/31/2008	725.00	
12/31/2008	103.70	
12/31/2008	665.00	
01/01/2009	88.26	
01/02/2009	675.00	
01/04/2009	180.62	
01/04/2009	545.00	
01/05/2009	775.00	
01/06/2009	655.00	
01/06/2009	95.75	
01/07/2009	465.00	
01/08/2009	158.20	
01/09/2009	605.00	
01/09/2009	655.00	
01/10/2009	665.00	
01/10/2009	117.31	
01/11/2009	585.00	
01/13/2009	85.47	-
01/13/2009	675.00	
01/16/2009	735.00	
01/16/2009	525.00	-
	197.41	
01/16/2009	495.00	
01/19/2009	705.00	
01/19/2009	542.40	
01/20/2009	J42.40	

01/20/2009	312.96
01/20/2009	352.50
01/20/2009	555.00
01/20/2009	809.43
01/21/2009	555.00
01/22/2009	435.41
01/27/2009	755.00
01/28/2009	455.00
01/28/2009	545.00
01/29/2009	475.00
01/30/2009	461.92
01/31/2009	625.00
02/04/2009	387.00
02/04/2009	-30.00
	525.00
02/13/2009	665.00
02/28/2009	
02/28/2009	655.00
03/01/2009	597.96
03/02/2009	470.00
03/03/2009	505.00
03/03/2009	665.00
03/03/2009	625.00
03/04/2009	442.00
03/06/2009	645.00
03/06/2009	615.00
03/07/2009	685.00
03/07/2009	515.00
03/08/2009	272.57
03/08/2009	715.00
03/10/2009	605.00
03/10/2009	551.47
03/10/2009	595.00
03/15/2009	655.00
03/15/2009	465.00
03/16/2009	715.00
03/17/2009	655.00
03/18/2009	105.75
03/18/2009	219.00
03/19/2009	106.42
03/21/2009	715.00
03/21/2009	495.00
03/22/2009	465.00
03/24/2009	745.00
03/25/2009	705.00
03/28/2009	625.00
03/31/2009	665.00
04/03/2009	575.00
04/03/2009	625.00
04/04/2009	265.68
04/05/2009	695.00
04/05/2009	115.75
04/06/2009	650.00
04/06/2009	566.94
04/07/2009	326.06
04/09/2009	425.00
04/09/2009	615.00
04/10/2009	85.47
04/11/2009	241.85
04/11/2009	274.14
04/11/2009	266.41
04/12/2009	665.00
04/13/2009	575.00

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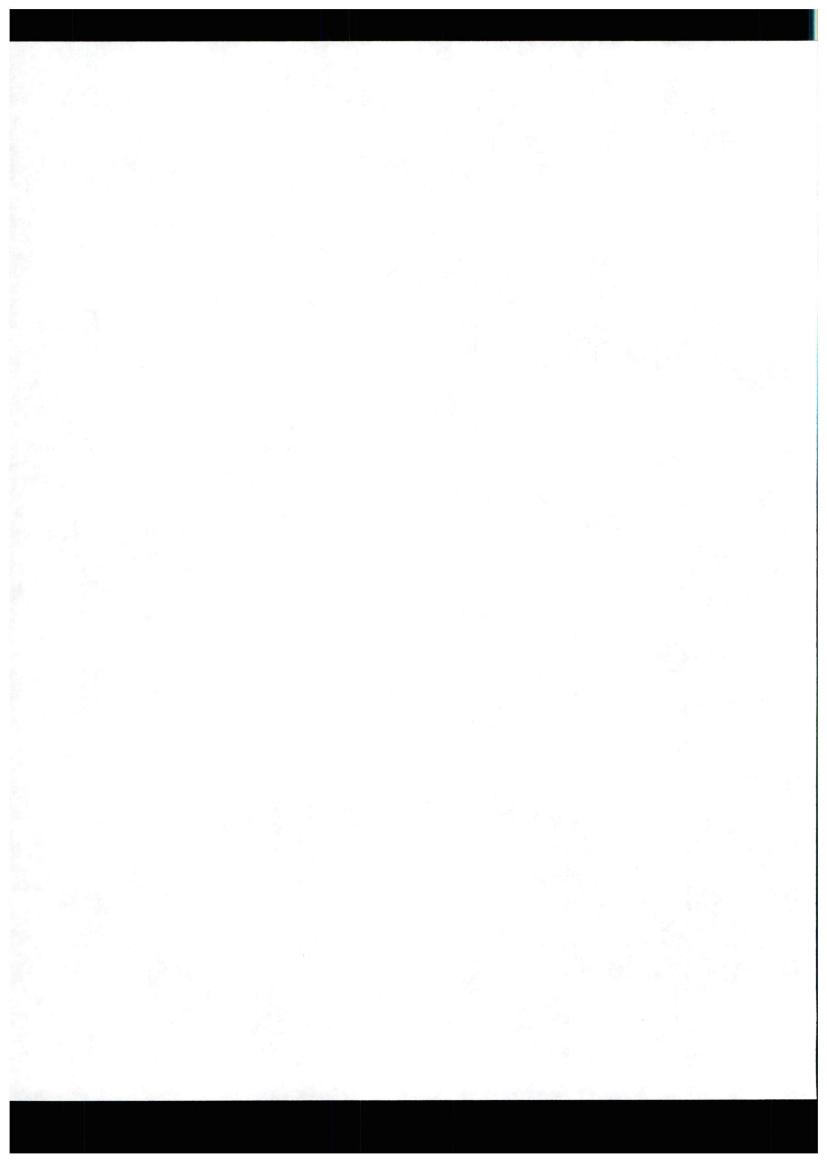
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12/21/2012	100.65	
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01/24/2013	237.27	
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07/13/2013	612.95	
07/14/2013	270.03	
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07/16/2013	662.55	
07/16/2013	783.30	
07/16/2013	796.95	
07/16/2013	635.25	
07/16/2013	753.90	
07/16/2013	643.65	
07/16/2013	182.20	
07/17/2013	536.55	
07/17/2013	687.75	
07/19/2013	38.80	
07/19/2013	612.95	
07/19/2013	604.55	
07/20/2013	606.90	
07/20/2013	126.85	
07/21/2013	138.68	
07/21/2013	674.80	
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07/21/2013	980.70	
07/21/2013	702.45	
07/21/2013	620.90	
07/21/2013	40.43	
07/21/2013	469.10	
07/22/2013	374.02	
07/22/2013	598.25	
07/23/2013	519.50	
07/23/2013	759.15	
07/23/2013	664.65	
07/23/2013	39.91	
07/23/2013	597.50	
07/23/2013	425.00	
07/24/2013	562.55	-
07/24/2013	641.30	
07/25/2013	553.10	
07/26/2013	695.10	
07/26/2013	735.00	
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07/26/2013	683.55	
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Total	468,829.54	





## STATE OF NORTH CAROLINA Department of Agriculture and Consumer Services

\$ <u>392,150.00</u>
Total Cooperative Appropriation

\$ 235,290.00 State

\$ 156,860.00 County

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

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

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

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

#### Part I. THE DEPARTMENT AGREES:

- 1. To select and employ permanent and temporary position(s) in order to successfully execute the mission of the NC Forest Service and to support the forestry program in said county. These positions include:
  - A) 1 County/Area Ranger(s) assigned for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.
  - B) 2 Assistant County Ranger(s) for the purposes of assisting under the direction, supervision, and/or oversight of the County/Area Ranger in controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.

- C) **0.17** Forestry Management Clerk for purposes of providing administrative support, serving as the back-up administrative contact for the assigned district, counties within the district, or unit, and serving as the primary contact for forest management administrative business within the assigned district.
- D) 1.24 Forest Fire Equipment Operator(s) for purposes of establishing fire suppression control lines in assigned work areas and in other areas as needed using equipment, including crawler tractors (fire dozers), with various attachments, such as a fire plow, hurricane blades, etc., and operate and maintain all types of heavy site preparation equipment.
- E) Temporary position(s) on an as-needed basis.
- 2. To furnish position(s) so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements insofar as the joint funds will permit.
- 3. To pay the identified position(s) for all official services rendered at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary administration policy.
- 4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of each position, to discipline and, when necessary, discharge such position(s).
- 5. To submit to the Board monthly, or at other mutually satisfactory intervals, an itemized statement of all monies to be paid by the County and those paid by the Department for the work conducted pursuant to this Agreement within said County.

#### State Funding

6. To make available annually from State, Federal, and other funds allotted to it, the sum of <u>Two Hundred Thirty Five Thousand Two Hundred Ninety Dollars</u> (\$235,290.00) as its share of an annual budget of <u>Three Hundred Ninety Two Thousand One Hundred Fifty Dollars</u> (\$392,150.00) for carrying on the above listed work in said County.

#### Part II. THE BOARD AGREES:

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

### County Funding

8. To appropriate annually the sum of <u>One Hundred Fifty Six Thousand Eight Hundred Sixty Dollars</u> (\$156,860.00), which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget for carrying on work listed in this Agreement in said County.

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

9. That this Agreement becomes effective July 1, 2023, and lasts through June 30, 2024.

- 10. Payments made for services rendered in a prior contract period will apply toward the contract period in which the services were rendered and not toward the contract period when the payments are made.
  - That the annual appropriations as set forth above may be revised in writing by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work. Such revision shall become effective at the beginning of the stated Fiscal Year. The Fiscal Year begins on July 1 and ends on June 30. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.
- 11. That this Agreement may be modified only in writing and upon execution by both parties.
- 12. That the Board reimburse the Department as provided in Part II of this Agreement by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's monthly statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.
- 13. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.
- 14. That the County/Area Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be always informed regarding the Forestry finances and activities within the County.

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

For the Boar	d of County	Commissioners	of <b>DUPLIN COU</b>	NTY	
Date					County Manager

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

Date	Co Of			
•				
For the North Carolina Department of Ag	riculture and Consumer Services			
Date		Signature		
	N. David Smith Chief Deputy Commissioner			

# Agenda ... munis

## **Duplin County, NC**

### **JOURNAL INQUIRY**

YEAR PER JOURNAL SRC 2024 02 33 BUA LN ORG OBJECT	08/02/2023 08/02/2023		1 N SCRIPTION	TO-REV STATUS BUD Y Hist 2024 D	EAR JNL TYPE  EBIT CREDIT OB
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## JOURNAL INQUIRY

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## **Duplin County, NC**



### **JOURNAL INQUIRY**

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Revenue code	Line Item Description	Amount	Expense code	Line Item Description	Amount
4350-49911	Restricted (Fund Balance)	4,700.64	4350-43510	Repairs Building and Grounds	4,700.64
		-			
Total		4,700.64	Total		4,700.64
Finance Sig Date Appro	ved:	Oulse	Ram	ier	- -
Manager Signature Date Approved:					<u>.</u>
Commision Date Appro	er Approval ved:				-

8/11/2023

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5124-42980	Program Supplies	300.00	5124-42013	Lab Processing	300.00
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DECREASE	Line Item Description	Amount	INCREASE	Line Item Description	Debit Amount
5110-42600	Office Supplies	700.00	5110-44910	Dues & Subscriptions	700.00
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Total		700.00	Total		700.00
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Department Head's Signature (form can be e-mailed to Finance from Dept. Head)  Manager can only approve the moving of budgeted expense under 10,000  Expenditure requests over 10,000 must be approved by Board of Commissioners  Brief description of why this amendment is being requested:  Cover travel expenses for employees   Expense code to DECREASE Line Item Description Amount 5176-41100 Travel 51,000,000  Finance Signature  Debit Amount Finance Signature  Manager Signature  Manager Signature  Tracey Simmons-Kornegay  Expense Code to Line Item Description Debit Amount Simpons Signature  Debit Amount Travel Signature						
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			Budget Amen	dment	
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# **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: Melissa Kennedy/911 Addressing	Meeting Date: 08/21/2023			
Subject: Request Public Hearing in accordance of Duplin County 911 Addressing road naming Ordinance				
Summary, explanation and background: Request a public hearing for Harry Dorsey 9/18/2023 to name a lane in Island Creek Township off of H C Powers Rd Wallace				
Requested Action: To approve public hearing for September 18, 2023				
Budget impact for this fiscal year:	1			
Sudget impact for this fiscarycar.				
Budget impact for subsequent years:				
Time needed to explain to Commissioners: 2 minutes				
Attachments:				

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Instructions for what to do with attachments once approved:	
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.



### 209 SEMINARY ST / PO BOX 950 KENANSVILLE NC 28349



## **ROAD NAME PETITION for UNNAMED ROAD**

1.	Name: Harry Porsey
	Address: 1815 Rock Hill Road
	City/State/Zip: Castle Hayne, N.C- 28429
	Telephone: Work: 910-343-9600 Home:
2.	MAIL DETERMINATON TO (If different than applicant information):  Name:
	Address:
	City/State/Zip:
3.	ROAD LOCATION: Township Island Creek Range Off HC Pawer
	DESCRIPTION: 200 Block HC POWERS Rd SR 1
4.	PARCEL TAX-ID: 09-3804
5.	PROPOSED ROAD NAME: LOIS Lane  BACKUP NAME 1: Davetta Lane
	BACKUP NAME 2:(NAME SHOULD BE LESS THAN 13 LETTERS)
6.	SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD:
	Horn Formy Swendely Land Sutton
	Matheen Some & Dry Come Movel

The applicant hereby certifies that the signatures on this petition constitute the required amount

accessing or adjoining the road to be named by this petition.

Fire Department Approval:
Signature //0 / April X
Signature:
Print or type name: Vohn laylor Whaton
Department Name: Wallace Fire Department
1/20100
Date: 6/30/23
USPS Approval:
The day
Signature: Automy
Print or type name: Kaue Griffin
0.201-0
Department Name: Wallace Postottice Postotter
Date: 0/3/23

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# **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: Melissa Kennedy/911Addressing	Meeting Date: 08/21/2023			
Subject: Public Hearing in accordance of Duplin County 911 Addressing road naming Ordinance				
Summary, explanation and background: Hold public hearing for Ronald Gregory Brown to name lane, Pickett Ln @ 350 Cool Springs Rd Magnolia Township				
Requested Action: To approve lane name				
Budget impact for this fiscal year:				
Budget impact for subsequent years:				
Time needed to explain to Commissioners:5 minutes				
Attachments:				

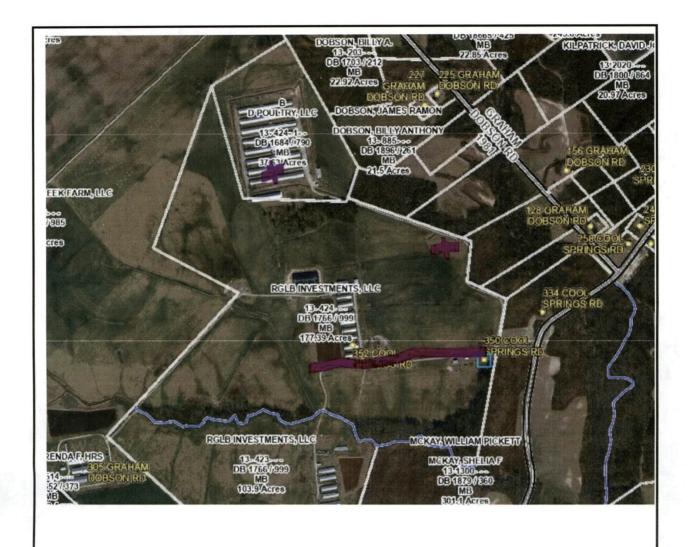
### DUPLIN COUNTY ADDRESSING DEPARTMENT 209 SEMINARY ST / PO BOX 950 KENANSVILLE NC 28349



## **ROAD NAME PETITION for UNNAMED ROAD**

1.	APPLICANT INFORMATION:
	Name: Rowald Gregory Brown
	Address: 1042 Stocking Head Rd
	City/State/Zip: Rosa Hill NC 28458
	Telephone: Work: 910-290.0845 (cen) Home:
2.	MAIL DETERMINATON TO (If different than applicant information):
	Name:
	Address:
	City/State/Zip:
3.	ROAD LOCATION: Township Phanswie Range
3.	0 - 10
	DESCRIPTION: Lane (a) 350 Cool Springs Rd
	10 10
4.	PARCEL TAX-ID: 19-404
5.	PROPOSED ROAD NAME:
	BACKUP NAME 1: PICKett Lawe
	BACKUP NAME 2: ME KAY LANE
	(NAME SHOULD BE LESS THAN 13 LETTERS)
6.	SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD:
	Land Owner Signature ( Parcel Parcel
	William Fie Kett II Lax 13-1300
	Shelia of To Hay

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: Ronald & Brown **Fire Department Approval:** Signature: / < Print or type name: \_Kgbtn+ Department Name: \_ **USPS Approval:** Signature: Print or type name: Department Name: \_ Date: July 10, 2023



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.

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# **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: Transportation	Meeting Date: 8/21/2023	
Subject: Duplin County Public Transportation Public Hearing Request Date Correction		
Summary, explanation and background:  At the 8/7/2023 Duplin Board of Commissioners meeting, a public hearing was requested on behalf of Duplin County Public Transportation regarding the FY25 5311 Admin & Capital Grant submission to fund the public transportation system. The hearing date requested was 9/7/2023; however, the correct hearing date should be September 5, 2023.		
Requested Action: Approval of the hearing date for the FY25 public transportation grant funding to be changed from 9/7/2023 to 9/5/2023.		
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) NONE		
Budget impact for subsequent years: (Funds available, allocation needed, etc.) revenues for FY25		
Time needed to explain to Commissioners: 2 minutes		
Attachments:		
Instructions for what to do with attachments once approved: forward to Director		

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

Agenda

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# **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: Animal Services	Meeting Date:08/21/2023			
Subject: Veterinarian Contracts				
Summary, explanation and background: Spay and Neuter Contract with Veterinary Medical Center of Teachey N,C and Contract with Warsaw Animal Hospital for small animal care.				
Requested Action: Approve.				
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) Yes Funds are Available.				
Budget impact for subsequent years: (Funds available, allocation needed, etc.) No				
Time needed to explain to Commissioners: 10 mins				
Attachments: Warsaw Animal Hospital and Veterinary Medical Center.				
Instructions for what to do with attachments once approved: Send back	to Animal Services.			

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

#### NORTH CAROLINA DUPLIN COUNTY



#### SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 21 th day of Aug. by and between the COUNTY of DUPLIN, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and, WARSAW ANIMAL HOSTPIAL a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTOR").

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

- 1. SCOPE OF SERVICES. CONTRACTOR hereby agrees to provide the services under this Contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.
- TERM OF CONTRACT. The Term of this Contract for Services is from JULY 1, 2023 to JUNE 30, 2024 unless sooner terminated as provided herein.
- 3. PAYMENT TO CONTRACTOR. CONTRACTOR shall receive compensation from County pursuant to CONTRACTOR's Fee Schedule (incorporated as part of Attachment 1) subject to the following limitations on total compensation: Charges for treatment of STRAY animals shall not exceed TWO HUNDRED FIFTY DOLLARS (\$250.00); BITE CONFINEMNET charges shall not exceed FIVE HINDRED DOLLARS (\$500.00); and charges for ANIMAL CRUELTY cases shall not exceed TWO THOUSAND DOLLARS (\$2,000.00). COUNTY otherwise 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. 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.
- **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.

CONTRACTOR shall further comply with all federal, state, and local requirements related to participation of minority and historically underutilized businesses in all aspects of the services to be provided under this Contract.

- 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.

If, through any cause, CONTRACTOR shall fail to fulfill its contractual obligations in a timely and proper manner, COUNTY shall give written notice and CONTRACTOR shall correct the stated inadequacy within a fifteen (15) business day cure period. If CONTRACTOR fails to timely correct the inadequacy, then COUNTY shall have the right to immediately terminate the Contract by giving written notice specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by CONTRACTOR under this contract shall, at the COUNTY's option, become its property and CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactorily completed work minus any payment or compensation received. Notwithstanding the foregoing, CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by virtue of CONTRACTOR's breach of this agreement, and COUNTY may withhold payment due to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages sustained by the COUNTY can be determined. Without limiting any other remedies that may be available in the case of breach by CONTRACTOR, COUNTY may procure contract services from another source and hold CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of default under this contract.

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: JOE NEWBURN 224 SEMINARY STREET KENANSVILLE, NC 28349

CONTRACTOR: ATTN: MARGIE HUNTER 1472 STATE ROAD 24 BUS WARSAW, NC 28398

- 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. NO PLEDGE OF TAXING AUTHORITY.** No deficiency judgment may be rendered against Duplin County or any agency of Duplin County in any action for breach of a contractual obligation

under this contract. The taxing power of Duplin County is not pledged directly or indirectly to secure any monies due under this contract.

- 24. NO WAIVER OF GOVERNMENTAL IMMUNITY; VIOLATION OF LAW. Except for waiver of governmental immunity resulting from the execution of a valid contract, Duplin County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Duplin County.
- 25. 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.
- **26. HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- 27. **EXISTENCE**. CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.
- **28. AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.

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

Reviewed by Department Head	CONTRACTOR
Chilph	By:
Date Reviewed: 8-15-23	Printed Name: Margie Hunter, DVM
	Title: Veterinarian
	DUPLIN COUNTY
This instrument has been preaudited in the manner required by the Local Government	By:
and Fiscal Control Act	Printed Name:
	Title:
Duplin County Finance Officer	

ATTACHMENT 1
Scope of Services

## **DUPLIN COUNTY**



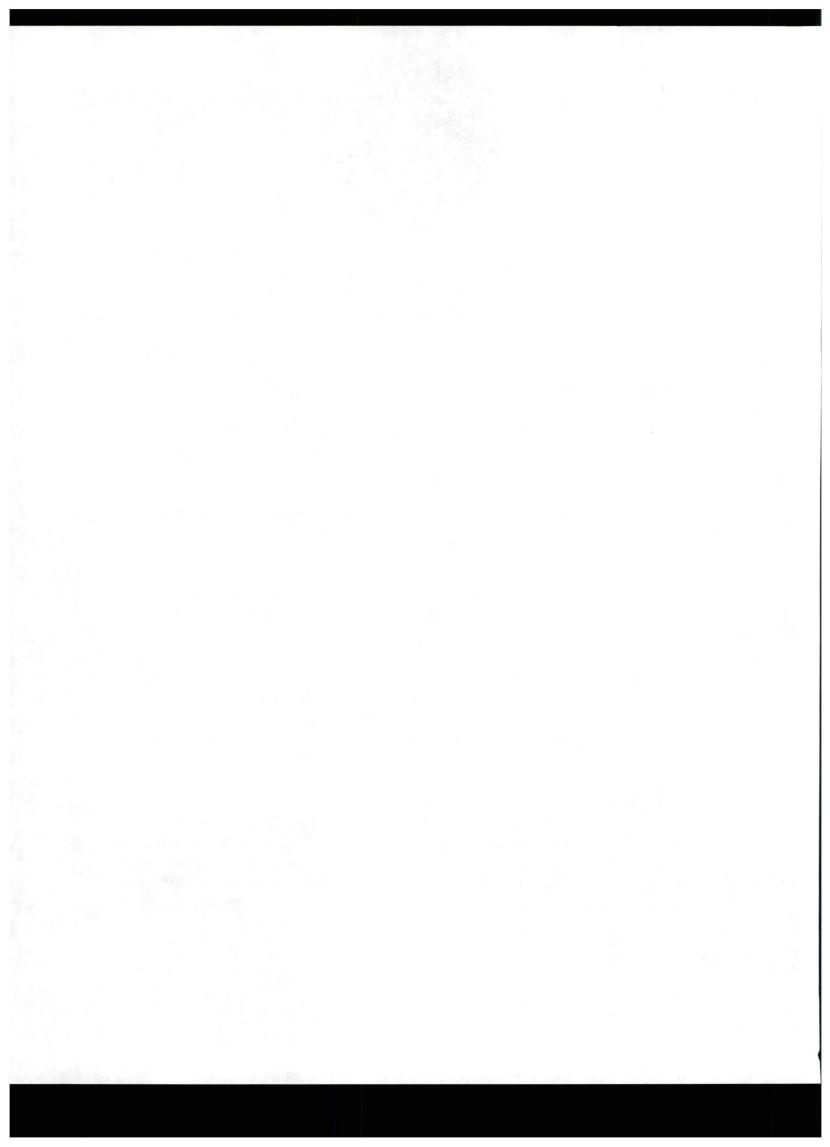
### ANIMAL SERVICES

117 MIDDLETON CEMETERY LANE KENANSVILLE, NC 28349 PHONE: (910) 296-2159

EMAIL: dcanimals@duplincountync.com

#### SCOPE OF WORK: Contractor Responsibilities:

- Provide training for Animal Services staff members as requested by the Duplin County Animal Services Supervisor or designee related to topics including but not limited to animal care, animal handling and behavior, shelter medicine, North Carolina certified rabies vaccinator program, euthanasia etc.
- Consult with Animal Services Supervisor or designee to develop and monitor standard operating procedures that include, but are not limited to, animal health and husbandry; disease outbreak and management and the care of individual animals that are injured or ill.
- Perform examinations, make recommendations, and provide medical care to animals involved in animal cruelty or neglect cases and provide expert testimony regarding same as needed.
- Provide emergency veterinary care to ill and injured animals as requested by the Duplin County Animal Services Supervisor or designee. The scope of care provided in these situations shall be limited to life saving measures for the purpose of stabilizing a pet in order to provide an opportunity for the owner of a pet to recover the pet, and to relieve suffering and pain. Should the contractor be unavailable for after hour Emergency care Coastal Veterinary Emergency Clinic of Jacksonville N, C will be used.
- Maintain Federal Drug Enforcement Administration and North Carolina Department of Health & Human Services Division of Mental Health, Developmental Disabilities and Substance Abuse Services licensure for the handling and keeping of controlled substances used for spay/neuter and field services activities at the Duplin County Animal Shelter. Provide oversight of these drug records to the extent necessary to meet the requirements of the North Carolina Controlled Substances Act and Department Policy and Procedure regarding the handling, storage and record keeping for controlled substances.



## **DUPLIN COUNTY**



## ANIMAL SERVICES

117 MIDDLETON CEMETERY LANE KENANSVILLE, NC 28349 PHONE: (910) 296-2159

EMAIL: dcanimals@duplincountync.com

• Maintain a license to practice veterinary medicine that is current and in good standing in the state of North Carolina as well as the level of expertise and education necessary to keep abreast of current industry standards and practices.

\*\*\*See attached Service Price List which is incorporated as part of Attachment 1. As indicated in the parties' Contract, charges for treatment of stray animals shall not exceed TWO HUNDRED FIFTY DOLLARS (\$250.00); bite confinement charges shall not exceed FIVE HINDRED DOLLARS (\$500.00); and charges for animal cruelty cases shall not exceed TWO THOUSAND DOLLARS (\$2,000.00).

# Duplin County Animal Services --- Service Price List for

## Warsaw Animal Hospital

•	Shelter Visit	\$100.00
•	Surgeries	
	- Feline Spay	\$80.00
	- Feline Neuter	\$40.00
	- Canine Spay	\$100.00
	- Canine Neuter	\$80.00
	Exams	
	- Office Exam	\$42.00
	- Puppy Exam	\$30.00
	- Recheck Exam	\$30.00
	Fecal	
	- Float	\$16.55
	- Imagest	\$26.47
•	Parvo Tests	\$46.30
•	Feline FIV/Leuk Test	\$47.41
•	Skin Scrape	\$16.55
•	X-rays	\$81.00
	- Additional Views	\$43.00
•	Splint	\$75-95
•	Blood Chem	\$91.47
•	CBC	\$31.98

#### NORTH CAROLINA DUPLIN COUNTY



#### SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 21 day of Aug. by and between the COUNTY of DUPLIN, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and VETERINARY MEDICAL CENTER a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTOR").

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

- 1. SCOPE OF SERVICES. CONTRACTOR hereby agrees to provide the services under this Contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.
- 2. TERM OF CONTRACT. The Term of this Contract for Services is from AUG 21, 2023 to JUNE 30<sup>TH</sup>, 2024 unless sooner terminated as provided herein.
- 3. PAYMENT TO CONTRACTOR. CONTRACTOR shall receive from COUNTY an amount not to exceed ONE HUNDRED FIFTY DOLLARS (\$150.00) FOR SPAY AND NEUTER ONLY as full compensation for the provision of Services. 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. 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.

CONTRACTOR shall further comply with all federal, state, and local requirements related to participation of minority and historically underutilized businesses in all aspects of the services to be provided under this Contract.

- 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.

If, through any cause, CONTRACTOR shall fail to fulfill its contractual obligations in a timely and proper manner, COUNTY shall give written notice and CONTRACTOR shall correct the stated inadequacy within a fifteen (15) business day cure period. If CONTRACTOR fails to timely correct the inadequacy, then COUNTY shall have the right to immediately terminate the Contract by giving written notice specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by CONTRACTOR under this contract shall, at the COUNTY's option, become its property and CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactorily completed minus work any payment or compensation received. Notwithstanding the foregoing, CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by virtue of CONTRACTOR's breach of this agreement, and COUNTY may withhold payment due to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages sustained by the COUNTY can be determined. Without limiting any other remedies that may be available in the case of breach by CONTRACTOR, COUNTY may procure contract services from another source and hold CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of default under this contract.

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: Joe Newburn Supervisor 224 SEMINARY STREET KENANSVILLE, NC 28349

CONTRACTOR: ATTN: JOEL BARDEN 4861 RAMSEY STREET TEACHEY,NC 28464

- 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. NO PLEDGE OF TAXING AUTHORITY.** No deficiency judgment may be rendered against Duplin County or any agency of Duplin County in any action for breach of a contractual obligation

- 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.

Date Reviewed: 7-3/-23	Printed Name: Do. J.M. Borden Vs. Title:
	DUPLIN COUNTY
This instrument has been preaudited in the	By:
manner required by the Local Government and Fiscal Control Act	Printed Name:
Duplin County Finance Officer	Title:

ATTACHMENT 1" to follow

# ATTACHMENT 1 Scope of Services

\*Refer to Attached Document

## **DUPLIN COUNTY**



### ANIMAL SERVICES

117 MIDDLETON CEMETERY LANE KENANSVILLE, NC 28349 PHONE: (910) 296-2159

EMAIL: dcanimals@duplincountync.com

#### **SCOPE OF WORK:** Contractor Responsibilities:

- Provide basic veterinary and professional services an average of one (1) day a week that will include, but are not limited to animal examinations, medical treatment and care, vaccinations, spay and neuter surgery and consultation services in accordance with Duplin County Animal Services standard operating procedures and established industry standards and best practices.
- Ensure consistency with current industry standards and best practices for high-volume, high-quality, low cost spay/neuter as recommended by the Humane Alliance and the Association of Shelter Veterinarians Guidelines for Spay/Neuter.
- Maintain Federal Drug Enforcement Administration and North Carolina Department of Health & Human Services Division of Mental Health, Developmental Disabilities and Substance Abuse Services licensure for the handling and keeping of controlled substances used for spay/neuter and field services activities at the Duplin County Animal Shelter. Provide oversight of these drug records to the extent necessary to meet the requirements of the North Carolina Controlled Substances Act and Department Policy and Procedure regarding the handling, storage and record keeping for controlled substances.
- Maintain a license to practice veterinary medicine that is current and in good standing in the state of North Carolina as well as the level of expertise and education necessary to keep abreast of current industry standards and practices.
- Be a member in good standing of the American Veterinary Medical Association.

#### **FEE SCHEDULE**

Contractor shall receive from County no more than \$150.00 per animal for spay and neuter services. Any other charges must be expressly agreed upon by County in advance of services being rendered by Contractor.

Agenda

# **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.

al <sup>2</sup>	
Name / Department:  Laura C Jones LIBRARY	Meeting Date: 8/21/2023
Subject: Proposal for adding Albertson Community Library to DCPL Sy	ystem
Summary, explanation and background:  With the loss of the paid position for Magnolia, we were forced to close Northeastern corner of DC, we would like to bring the Albertson Commonity hub and has a supportive patron base. Adding this library was Agreement would be signed by both parties to continue the current method.	nunity Library into our system. This is an important would not impact our budget. A Memorandum of
DCPL could bring much-needed access to color copying and faxing service have access to our Cardinal Consortium resources (over 48 participating collection housed on-site. The current Magnolia collection would be methat is comprised of mostly donations.	g libraries across the state) in addition to an updated
The Albertson Community Library is located 15+ miles from our Beula Faison Branch. Citizens is this area sometimes use the Pink Hill Library	
Requested Action: Approve acquisition of Albertson Community Librar Authorized Library Director to enter Memorandum of Agreement with from Magnolia Library to Albertson.	
Budget impact for this fiscal year: (Funds available, allocation needed, and The library collection for the Magnolia Library would be moved to Albewould continue to pay one employee for 4 hours of coverage on Saturda by volunteers as usual.	ertson. The library board of the Albertson Library
Budget impact for subsequent years: (Funds available, allocation needed Albertson Library would have a sister-branch (Rose Hill) which would period of circulation. The standing order for new books/best sellers wo Magnolia.	allow for books to be moved from Rose Hill after a
Time needed to explain to Commissioners: 10 minutes (max)	
Attachments: Proposal and supporting documents	
Instructions for what to do with attachments once approved: Return to I	Library Director.

No	ote: Please have all sig	natures on any contr agenda deadline.	racts, agreements Remember, one	, etc. prior to boo	ard meeting and give al retained for the minutes	l copies to Jaime (	Carr by the

#### Proposal: Invite the Albertson Community Library to join the DCPL System

The Grady-Outlaw Memorial Library (GOML est. 3/27/2003 Articles of Incorporation) is a well-established community library in the Albertson area of NE Duplin County. The library enjoys good patron participation and strong community support for programming and fundraising. The library operates under the business title: Albertson Community Library(ACL).

There is a very active Library Board of 9 members who meet monthly. The Board hosts a StewFest each year to raise funds for operations. Attendance at the StewFest averages 500 people annually and gross receipts from the event average \$8000 (\$8315.55 in 2022).

The library has 775 patrons and has noted an increase in new patron cards through Summer 2023 due to an increase in programming bringing more people into the library.

\*This library is collaborating with the DCPL Digital Literacy Grant where 20 people are finishing the 12 week course 8/24/2023 and another cohort of 10 begins Saturday 8/19/23. A third cohort of 25 will begin the first week in September.

#### The library operates with volunteers and one paid employee.

Hours of operation are M/W 4pm to 7pm and Saturday 9am to 1pm.

The mileage to our DCPL branches from the Albertson community:

Albertson Library to Beulaville Library - 15.1 miles

Albertson Library to Kenansville Library - 15.4 miles

Albertson Library to Faison Library - 23 miles

Some residents go to the Lenoir County Library in Pink Hill -8.9 miles away. However, many patrons are low-income and choose not to drive to Pink Hill.

In contrast the Magnolia Library is located close to 3 other DCPL branches:

Magnolia Library to Warsaw Library - 7.6 miles

Magnolia Library to Rose Hill Library - 5.4 miles

Magnolia Library to Kenansville – 7.6 miles

Losing the staff position for the Magnolia Library does not impact a large number of active patrons but it does impact our coverage for staff outages throughout the system.

Adding the Albertson Community Library **would not** require an additional staff person for our staff. We would draft a Memorandum of Understanding (for 5 years, initially) to allow the ACL to continue to operate using volunteers and one paid person (to be paid by ACL).

By adding a DCPL branch in the NE corner of Duplin County we will bring services to residents that they currently do not have access to including color copies, faxing and an updated collection. The current collection is dated and in poor condition as it is mostly donations from patrons.

#### IMPACT TO BUDGET: no change

Our current book budget as provided by the State Library of NC (ave. \$122K) would not change. These funds are used to purchase books and provide programming in our libraries. The collection at Magnolia would be moved to the GOML and that library would enjoy our Cardinal Consortium privileges. Future additions to the ACL branch would be from books previously housed in other branches and from purchases of new best sellers, etc.

W 4-24-23

# TOWN OF MAGNOLIA TAX AND SOLID WASTE REQUEST RELEASE DATE MAY 1, 2023

elease Umber	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX	ACCOUNT NUMBER	COUNTY	CAPITAL		TOWN	FIRE DISTRICT	PENALTY	SOLID WASTE		TOTAL RELEASE	REASON FOR RELEASE
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## Agenda

TOWN OF CALYPSO
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RELEASE DATE JUNE 19, 2023

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#### **Airport Commission Month End Report**

#### July 2023

A	irport Staff	Airport Commiss	ion Members	Operating Hours
Josh Raynor	Interim Airport Director	Larry Debose, Vice Chair	Grey Morgan	Monday - Friday 7am - 6pm
Payne Bryar	Airport Technician	Joe Bryant	Dexter Edwards	Saturday 8am - 6pm
AJ Warren	Sub Airport Technican	AJ Connors	Scotty Kennedy	Sunday 1pm-6pm
		Roger Davis	Jerry Tysinger	Closed
		Jack Alphir	, Chair	Thanksgivng & Christmas Day

						Martin Co.	Previous FY
Month	<b>Av-Gas Sales</b>	Jet-A Sales	Total	Av-Gas Gals	Jet-A Gals	Total	Gallons
July	\$8,946.33	\$43,465.46	\$52,411.79	1,654.08	11,207.38	12,861.46	18,946.72
August			\$0.00			0.00	26,582.48
September			\$0.00			0.00	17,152.58
October			\$0.00			0.00	23,283.74
November			\$0.00			0.00	15,743.63
December			\$0.00			0.00	11,406.66
January			\$0.00			0.00	14,740.29
February			\$0.00			0.00	16,364.15
March			\$0.00			0.00	31,026.20
April			\$0.00			0.00	20,870.16
May			\$0.00			0.00	14,641.42
June			\$0.00			0.00	17,410.79
TOTAL	\$8,946.33	\$43,465.46	\$52,411.79	1,654.08	11,207.38	12,861.46	228,168.82

Products Sold	July	YTD	Fuel by Percentage	
Hangar/Shop Rental	\$8,670.00	\$8,670.00	Av-Gas % of Total	13%
Oil Sales	\$93.90	\$93.90	Full Price Gals	56%
Call Out Fees	\$525.00	\$525.00	Discounted Gals	44%
Ramp Fees	\$0.00	\$0.00	Avg Gals Av-Gas/Month	1,654
Vending	\$47.00	\$47.00	Jet-A % of Total	87%
Tiedown Fees	\$0.00	\$0.00	Full Price Gals	11%
Ground Lease	\$3,811.50	\$3,811.50	Discounted Gals	89%
Misc Revenue	\$0.00	\$0.00	Avg Gals Av-Gas/Month	11,207
Fuel Sales	\$52,411.79	\$52,411.79		
T . 10 1 All 9 1 .	Ac= ===	4		

Total Sales- All Products	\$65,559.19	\$65,559.19		
Fuel Sales	\$52,411.79	\$52,411.79		
Misc Revenue	\$0.00	\$0.00	Avg Gals Av-Gas/Month	11,207
Ground Lease	\$3,811.50	\$3,811.50	Discounted Gals	89%
Tiedown Fees	\$0.00	\$0.00	Full Price Gals	11%
Vending	\$47.00	\$47.00	Jet-A % of Total	87%
Ramp Fees	\$0.00	\$0.00	Avg Gals Av-Gas/Month	1,654
	•			

Recent Project Activity & U	pdate:
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Starting year off a little under pervious year sales. 32% down In May we started using the airport's first ever Jet-A truck

NCFS project remaining funds for concrete additions nearly complete, finishing the joint sealing this week.

Airfield infield drainage structure project completed-NCDOA funding the remaining structure repair; waiting to start due to rain

Parrish & Partners design phase of New Connector Taxiway is almost complete

Parrish & Partners design phase of New Fuel Farm is almost complete

All new T-hangars & Legacy T-hangars fully occupied. Space still available in Community Hangar. New jet arrived August

	Operati	ions YTD Total	5
	# Aircraft	# Operations	# Passengers
July	509	1017	1201
Aug			
Sept			
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			
Apr			
May			
Jun			

Facts and Figures
Airport Commission meets 4th Tuesday's at 7PM
DPL Total Economic Impact is \$70,000,000.00
2023 Based Aircraft Value is \$37,626,623.00
Based A/C values up \$847,000 over last year
38 Based Aircraft
Check us out on Facebook-Duplin County Airport
Preferred Refueling Stop
Preterred Retueling Stop

1017.0

Project Update				
Project Name	Project #	\$ Amount		
Drainage Assessment	7549	\$100,000.00		
Drainage Repair	7549	\$310,000.00		
Connector Txwy Desg	7553	\$97,625.00		
Fuel Farm Design	7554	\$99,931.00		
Total Project \$		\$607,556.00		

DUPLIN COUNTY BUILDING INSPECTIONS ACTIVITY FEBRUARY 2023 TO JULY 2023	February-23	March-23	April-23	May-23	June-23	July-23
NUMBER OF INSPECTIONS	647	785	717	900	774	634
NOTES	FLORENCE RECOVERY	FLORENCE RECOVERY				
BUILDING PERMITS ISSUED					esta propio del carcana e	Color Haller Color Section 18
NEW RESIDENCE	10	19	7	7	9	12
RESIDENTIAL ADDITION/RENOVATION/ALTERATIONS	6	10	5	13	6	11
COMMERCIAL/MULTI FAMILY NEW CONSTRUCTION	1	. 0	2	. 5	2	3
COMMERICAL ADDITION/RENOVATION/UPFIT	6	5	7	15	12	12
MANUFACTURED/MODULAR HOMES	24	30	21	. 26	14	23
SIGNS/ABC/DAYCARE/POOL/OTHER	7	9	7	13	9	2
STORM DAMAGE RENOVATION	0	0	0	0	0	0
RELOCATED BUILDING	1	. 3	0	2	. 3	0
STORAGE BLDG./DECK/PORCH	9	2	. 7	7	4	. 4
ELECTRICAL PERMITS ISSUED					and the second second	
GENERAL ELECTRICAL	126	123	121	. 125	116	136
POULTRY/SWINE HOUSES	6	6	1	. C	0	C
POOL BONDING	2	. 1		. 2	. C	C
MECHANICAL PERMITS ISSSUED	TALLET CO.					
MECHANICAL	52	73	77	64	73	82
PLUMBING PERMITS ISSUED						
PLUMBING	52	73	53	54	60	59
GAS PIPING	12	10	) 5	5	17	15
INSULATION PERMITS ISSUED	ALCHE 1888					
INSULATION	0	)		) 2	2 0	2
FEES COLLECTED	35,474.20	37,188.40	33,437.74	41,407.20	35,191.72	35,516.92



## **Duplin Soil & Water Monthly Report**

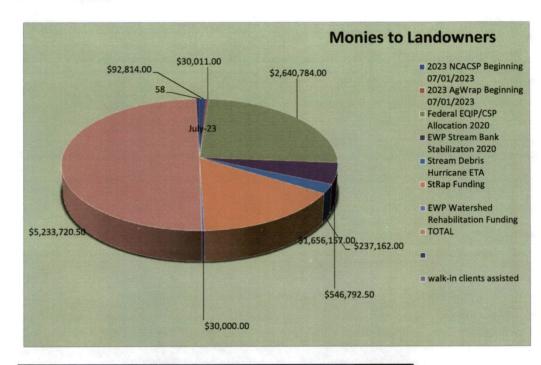
#### **Monies Received 2023-24**

2023 NCACSP Beginning 07/01/2023	\$ 92,814.00
2023 AgWrap Beginning 07/01/2023	\$ 30,011.00
Federal EQIP/CSP Allocation 2020	\$ 2,640,784.00
EWP Stream Bank Stabilizaton 2020	\$ 546,792.50
Stream Debris Hurricane ETA	\$ 237,162.00
StRap Funding	\$ 1,656,157.00
<b>EWP Watershed Rehabilitation Funding</b>	\$ 30,000.00
TOTAL	\$ 5,233,720.50
	July-23
BMAP Monies collected	\$ 1,475.00
BMAP Monies billed	\$ 2,175.00
Beaver Dams Destroyed	21
New NCACSP/NCAgwrap Apps/Disaster	8
tile/subsurface drain (feet)	0
acreage operations assisted (WUP)	1879
telephone assistance	63
walk-in clients assisted	58
Acres of Maps for clients	4173
Creek miles inspected	6
Total Removed (Beaver 44) (Nutria 19)	

Angie B. Quinn

signature

Monday, July 31, 2023



MILEAGE REPORT		ACRYS CARRIERA
2005 Chevy	1GCEK14V85Z321377	101,777
2007 Chevy	1GCEK19C97Z625098	137,636
2016 Ford F150	1FTEW1E86GFC68020	52,558

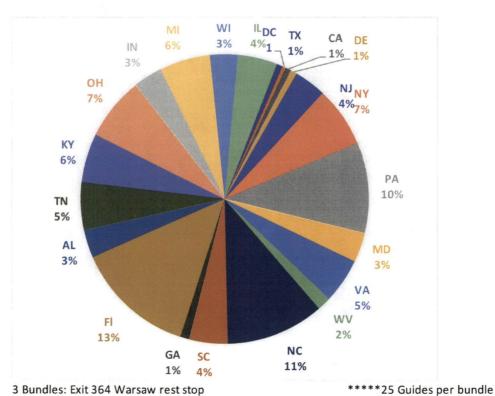
#### Activity Report Tourism activity report (July 6.2023-Aug 4.2023)

#### Meetings/What's happening in the office

- Continued work on visitors' guide, We should have them in the next few weeks.
- Been working on arrangements for 2023 Muscadine Festival which will be held September 30th, 2023
- Preparing for 2023 NC/VA/SC Motorcoach Conference in Cherokee, NC the week of August 21-25th, 2023
- Continued work on the marketing plan for 2023-2024.
- Had two conference calls with NC Sports Association group, including one with VisitNC staff, working on plans for the upcoming year.

#### **Visitor Guide Requests:**

- 577 Requests from Coast Host for visitor guides and information about our visitor packages
- Coast Host: 45 Requests for visitor guides
- We received Requests from 22 States. Please see the chart below
- 8 Requests for more information from our Visit Duplin website



3 Bundles: Exit 364 Warsaw rest stop

8 Bundles: The Inn at River landing

6 Bundles: The Mad Boar

7 Bundles: the Duplin Winery

4 Bundles: The Country Squire

2 Bundles: Liberty Hall

- Established contact with 5 of our closest military bases. We sent each base visitor guides and Muscadine Festival information
- Our office continues to work with Lure Creative According on proofing the 2022-2023
   Visitor Guides

Our office is currently working on recruiting wineries, vendors, and food trucks for this year's Muscadine Festival.