



BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, June 3rd, 2024

**Lois Britt Agricultural Building
Ed Emory Auditorium
165 Agriculture Drive
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 May 20th, 2024. (A)

REGULAR MEETING AGENDA

CONSENT AGENDA

1. Budget Amendments Journal Entry Proof (B)
2. Tax and Solid Waste Releases - #21903 - #21923 (C)
3. Approve Duplin County Public Transportation FY26 Grant Forms (Title VI Program Report; DBE/MBE/WBE/HUB Anticipated Vendor Awards Form; DBE Good Faith Efforts Certification; FY26 Delegation of Authority; and EEO Questionnaire) and Authorize Chairman to Sign (D)
4. Approve Work Authorization Four (4) with Parrish & Partners for Duplin County EDC – Airpark Road and Utility Improvements (Constructions Administration Services) in an Amount not to Exceed \$ 309,989.00 and Authorize Chairman to Sign (E)
5. Approve Contract Between Duplin County and Chatham Civil Contracting, LLC for Duplin AirPark Roadway & Utilities in the Amount of \$5,194,276.00 and Authorize Chairman to Sign (F)
6. Approve Technical Services Agreement Between Duplin County and McDavid Associates, Inc. for 2023 AirPark Water & Sanitary Sewer Improvements in an Amount not to Exceed \$170,400.00 and Authorize Chairman to Sign (G)
7. Approve Contract to Audit Accounts for Fiscal Year (FY) 24 Between Duplin County and RH CPA's in an Amount not to Exceed \$61,655.00 Plus \$2,750.00 for any Single

- Audit that may be Required and Authorize Chairman to Sign **(H)**
8. Adopt a Resolution Authorizing Division of Water Infrastructure Application 2024 Lead Service Line Project Duplin County and Authorize Chairman to Sign. **(I)**

ITEMS TO BE MADE PART OF MINUTES

- Administrative Budget Amendment Journal Inquiry **(J)**

REGULAR AGENDA ITEMS OF BUSINESS

- 6:05 p.m.** Public Comments (limited to three (3) minutes per speaker)
- 6:15 p.m.** Bryan Miller, County Manager
Conduct a Public Hearing on Fiscal Year (FY) 2024-2025 Duplin County Budget **(K)**
Conduct a Public Hearing on the Fiscal Year (FY) 2024-2025 Duplin County Economic Development Budget **(L)**
- 6:45 p.m.** Melisa Brown, Senior Services Director
Present 2024 Duplin Governor Volunteer Service Award **(M)**
- 6:55 p.m.** Brandon McMahan
Present EMS Lifesaver Award **(N)**
- 7:05 p.m.** Bryan Miller, County Manager
General Comments/Announcements

FYI (O)

Town of Warsaw Tax Releases

ADJOURN

The Board will adjourn until Monday, June 17th, 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, June 3rd, 2024

**Lois Britt Agricultural Building
Ed Emory Auditorium
165 Agriculture Drive
Kenansville, N.C. 28349**

COMMISSIONER'S INFORMATION BULLETIN

TO: Commissioner Branch
Commissioner Dowe
Commissioner D. Edwards
Commissioner Garner
Commissioner J. Edwards

FROM: Jaime W. Carr/Clerk to the Board

DATE: Monday, June 3rd, 2024

SUBJECT: Commissioner's Meeting

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

RECOMMENDED MOTION: Motion to approve the meeting agenda.

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

5. Approval of Minutes – Regular Meeting held on May 20th, 2024. (A)

RECOMMENDED MOTION: Motion to approve the minutes of the May 20th, 2024 Board of Commissioners meeting as presented.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

REGULAR MEETING AGENDA

CONSENT AGENDA

1. Budget Amendments Journal Entry Proof (**B**)
2. Tax and Solid Waste Releases - #21903 - #21923 (**C**)
3. Approve Duplin County Public Transportation FY26 Grant Forms (Title VI Program Report; DBE/MBE/WBE/HUB Anticipated Vendor Awards Form; DBE Good Faith Efforts Certification; FY26 Delegation of Authority; and EEO Questionnaire) and Authorize Chairman to Sign (**D**)
4. Approve Work Authorization Four (4) with Parrish & Partners for Duplin County EDC – Airpark Road and Utility Improvements (Constructions Administration Services) in an Amount not to Exceed \$309,989.00 and Authorize Chairman to Sign (**E**)
5. Approve Contract Between Duplin County and Chatham Civil Contracting, LLC for Duplin AirPark Roadway & Utilities in the Amount of \$5,194,276.00 and Authorize Chairman to Sign (**F**)
6. Approve Technical Services Agreement Between Duplin County and McDavid Associates, Inc. for 2023 AirPark Water & Sanitary Sewer Improvements in an Amount not to Exceed \$170,400.00 and Authorize Chairman to Sign (**G**)
7. Approve Contract to Audit Accounts for Fiscal Year (FY) 24 Between Duplin County and RH CPA’s in an Amount not to Exceed \$61,655.00 Plus \$2,750.00 for any Single Audit that may be Required and Authorize Chairman to Sign (**H**)
8. Adopt a Resolution Authorizing Division of Water Infrastructure Application 2024 Lead Service Line Project Duplin County and Authorize Chairman to Sign. (**I**)

RECOMMENDED MOTION: Motion to approve the consent agenda.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

ITEMS TO BE MADE PART OF MINUTES

- Administrative Budget Amendment Journal Inquiry (**J**)

AGENDA

1. Public Comments (limited to three (3) minutes per speaker)

2. Bryan Miller, County Manager, will appear before the Board to conduct a public hearing on the Fiscal Year (FY) 2024-2025 Duplin County Budget. Pursuant to NC General Statute 159-12, before Duplin County can adopt the county's budget ordinance, the Board of County Commissioners must first hold a public hearing at which time any persons who wish to be heard on the budget may appear. **(K)**

Chairman Edwards will open the public hearing

Receive Public Comments

Chairman Edwards will close the public hearing

3. Bryan Miller, County Manager, will appear before the Board to conduct a public hearing on the Fiscal Year (FY) 2024-2025 Duplin County Economic Development Budget. Pursuant to NC General Statute 158-7.19(c), before any appropriation or expenditure can be made for Economic Development a public hearing must be held. **(L)**

Chairman Edwards will open the public hearing

Receive Public Comments

Chairman Edwards will close the public hearing

4. Melisa Brown, Senior Services Director, will appear before the Board to present the 2024 Duplin Governor Volunteer Service Award to Faison Sea Scout Ship 55. **(M)**

5. Brandon McMahon, Emergency Medical Services Director, will appear before the Board to present EMS Lifesaver Awards. **(N)**

6. Bryan Miller, County Manager, will appear before the Board to make announcements/comments.

FYI (O)

Town of Warsaw Tax Releases

ADJOURN

The Board will adjourn until Monday, June 17th, 2023 at 6:00 p.m. for a Commissioners Meeting at the Administrative Building located at 224 Seminary Street in Kenansville, N.C.

Motion_____2nd_____For_____Against_____Carried_____



BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, May 20th, 2024

224 Seminary Street

Kenansville, N.C. 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, May 20th, 2024 in the Commissioners Room located at 224 Seminary Street, Kenansville, N.C.

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

Absent: Commissioners: Dexter Edwards and Wayne Branch

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

Call to Order

The meeting was called to order by Vice-Chairman Garner.

Invocation and Pledge of Allegiance

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

Approval of the Meeting Agenda

Vice-Chairman Garner asked if the members of the Board approved the proposed meeting agenda, and if any Board Member, County Manager, Assistant County Manager, or Clerk to the Board wished to make any changes or additions to the agenda. Bryan Miller, County Manager, requested to remove the closed session for Legal Matters.

Motion was made by Commissioner J. Edwards, seconded by Commissioner Dowe, carried unanimously to approve the meeting agenda with the removal of closed session for Legal Matters by the County Manager.

Approval of the Minutes – Governing Body

Motion was made by Commissioner Dowe, seconded by Commissioner J. Edwards, carried unanimously, to approve the minutes of the May 6th, 2024 Board of Commissioners meeting as presented.

Motion was made by Commissioner J. Edwards, seconded by Commissioner Dowe, carried unanimously, to approve the minutes of the May 14th, 2024 Board of Commissioners Joint Meeting with the Duplin County Board of Education as presented.

REGULAR MEETING AGENDA

CONSENT AGENDA

Motion was made by Commissioner J. Edwards, seconded by Commissioner Dowe, carried unanimously to approve the consent agenda which consists of Budget Amendments Journal Entry Proof; Tax and Solid Waste Releases - #21891 - #21902; Approve the Master Services Agreement Between Duplin County, NC and Tetra Tech, Inc. for Debris Monitoring and Recovery Services Amendment No. 2 Extending the Contract Term for One (1) Year from August 1st, 2024 through July 31st, 2025 and Authorize Emergency Management Director/Fire Marshall to Sign; Approve the Contract Renewal Between Duplin County, NC and CrowderGulf for Disaster Recovery and Debris Management Services Extending the Contract Term for One (1) Year with a New Expiration date of July 30th, 2025 and Authorize Emergency Management Director/Fire Marshal to Sign; Accept and Adopt Duplin County Public Transportations' Updated Title VI Policy and Authorize Chairman to Sign; Renew the Maintenance and Repairs Contract for the Limestone and Muddy Creek Watershed with D&D Construction, LLC for the period July 1st, 2024 through September 30th, 2024 in an Amount not to Exceed \$108,700 and Authorize Chairman to Sign; Renew the Mowing Maintenance Contract for the Limestone and Muddy Creek Watershed with Hank Bond d/b/a Han-Dy-Land Farms for the period December 1st, 2024 through February 28, 2029 in an Amount not to Exceed \$53,800 and Authorize Chairman to Sign; Adopt a Resolution Proclaiming Emergency Medical Services Week in Duplin County May 19-25, 2024 and Authorize Chairman to Sign; Approve a Client Services Agreement Between Duplin County and Michael Baker Engineering, Inc. and Authorize Chairman to Sign.

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

AGENDA

Public Comments

Matesha Jones appeared during public comments to ask the Board when the playground was going to be completed.

Commissioner Dowe asked what playground she was referring to.

Ms. Jones stated the playground at the park.

Commissioner Dowe responded that was the town.

Bryan Miller, County Manager, stated that was the Town of Kenansville

Ms. Jones asked didn't the County received funding for it, because the County got \$80,000,000.

Mr. Miller responded that the Town got \$400,000 and then proceeded to explain to Ms. Jones how the \$80,000,000 was distributed by the State to different agencies and municipalities throughout the County as stated in the grant.

End Public Comments

Scotty Summerlin, Economic Development Director, appeared before the Board to Conduct a Public Hearing to discuss a proposed Economic Development Performance and Incentive Agreement for Project Pear. The company, a long-time and large agricultural business in Duplin County, is a pioneer in their field and a large employer. The company proposes to take on a facility expansion and improvements estimated in excess of \$30,000,000. Additionally, the company will hire no less than five (5) new employees, as specified in the Agreement. To incentivize the company to take on the improvements, the Duplin County Economic Development Commission (Board) strongly recommends the County Commissioners approve the Performance and Incentive Agreement. If approved, the County would reimburse only property taxes paid on the new improvements for a period of ten (10) years. The first five (5) years (Years 1 through 5) would provide reimbursements of 80% of taxes paid on the specified improvements. The second five (5) years (Years 6 through 10) would provide reimbursements of 50% of taxes paid on the specified improvements. Performance claw backs would apply upon thresholds of local investment and jobs creation not being met.

Vice-Chairman Garner opened the Public Hearing

Angela Mainor asked if Mr. Summerlin was allowed to state what town it was in.

Mr. Summerlin stated it was in Rose Hill and he thought it was in the town limits.

Ms. Mainor asked if he said five (5) employees.

Mr. Summerlin stated that was correct and that it could be upwards of ten (10) but at this point they only have a commitment of five (5).

Ms. Mainor asked if they were bringing some of their people in and that was why it was only five (5).

Mr. Summerlin stated the upgrades are state of the art and the tax implications are good for the county and with automation, employment is not as high.

Vice-Chairman Garner closed the Public Hearing

Motion was made by Commissioner J. Edwards, seconded by Commissioner Dowe, carried unanimously to approve the Performance and Incentive Agreement for Project PEAR and authorize the Vice-Chairman to sign.

Victoria Jackson, Regional VP of Trillium Health Resources appeared before the Board to present Trillium Health Resources Annual Report for Duplin County.

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

Motion was made by Commissioner J. Edwards, seconded by Commissioner Dowe, carried unanimously to adjourn until Monday, June 3rd, 2024 at 6:00 p.m. for a Commissioners Meeting in the Ed Emory Auditorium located in the Lois Britt Agricultural Office Building at 165 Agriculture Drive; Kenansville, N.C.

Jaime W. Carr
Clerk to the Board

Duplin County, NC

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

| LN | ORG | OBJECT | PROJ | ORG DESCRIPTION | ACCOUNT DESCRIPTION | PREV | BUDGET | AMENDED |
|----------|----------------------------|----------|------------|-------------------|-------------------------------|--------------|------------|-------------|
| | | | | | LINE DESCRIPTION | BUDGET | CHANGE | BUDGET ERR |
| YEAR-PER | JOURNAL | EFF-DATE | REF 1 | REF 2 | SRC JNL-DESC | ENTITY AMEND | | |
| 2024 | 12 | 2 | 06/04/2024 | | BUA 060324C | 1 2 | | |
| 1 | 5600 | 35626 | | SENOIR SERVICES | NUTRITION | | | |
| | 10-50-5600-0000-000-35626 | | | | | | | |
| | | | | | | -165,103.00 | 4,000.00 | -161,103.00 |
| | | | | | | 06/04/2024 | | |
| 2 | 5600 | 35621 | | SENOIR SERVICES | NUTRITION HOMEBOUND MEALS | | | |
| | 10-50-5600-0000-000-35621 | | | | | | | |
| | | | | | | -110,000.00 | -4,000.00 | -114,000.00 |
| | | | | | | 06/04/2024 | | |
| | | | | | | | | |
| | | | | | | | 0.00 | |
| | | | | | | | | |
| 2024 | 12 | 3 | 06/04/2024 | | BUA 060324C | 1 2 | | |
| 1 | 4100 | 32576 | | GENERAL FUND | ROD Preservation Grant | | | |
| | 10-41-4100-0000-000-32576 | | | | | | | |
| | | | | | | .00 | -2,000.00 | -2,000.00 |
| | | | | | | 06/04/2024 | | |
| 2 | 4180 | 42603 | | REGISTER OF DEEDS | Supplies-Grant | | | |
| | 10-41-4100-4180-000-42603 | | | | | | | |
| | | | | | | .00 | 2,000.00 | 2,000.00 |
| | | | | | | 06/04/2024 | | |
| | | | | | | | | |
| | | | | | | | 0.00 | |
| | | | | | | | | |
| 2024 | 12 | 4 | 06/04/2024 | | BUA 060324C | 1 2 | | |
| 1 | 6160 | 43520 | | Event Center | REPAIRS & MAINTENANCE EQUIPME | | | |
| | 10-60-6160-0000-000-43520- | | | | | | | |
| | | | | | | 6,700.00 | -32.05 | 6,667.95 |
| | | | | | | 06/04/2024 | | |
| 2 | 6160 | 43520 | | Event Center | REPAIRS & MAINTENANCE EQUIPME | | | |
| | 10-60-6160-0000-000-43520- | | | | | | | |
| | | | | | | 6,700.00 | -20.00 | 6,680.00 |
| | | | | | | 06/04/2024 | | |
| 3 | 6160 | 43031 | | Event Center | EVENT EXPENSES | | | |
| | 10-60-6160-0000-000-43031- | | | | | | | |
| | | | | | | 103,730.00 | -15,596.48 | 88,133.52 |
| | | | | | | 06/04/2024 | | |
| 4 | 6160 | 43530 | | Event Center | REPAIRS VEHICLES | | | |
| | 10-60-6160-0000-000-43530- | | | | | | | |
| | | | | | | 300.00 | 32.05 | 332.05 |
| | | | | | | 06/04/2024 | | |
| 5 | 6160 | 44910 | | Event Center | DUES AND SUBSCRIPTIONS | | | |
| | 10-60-6160-0000-000-44910- | | | | | | | |
| | | | | | | 4,900.00 | 20.00 | 4,920.00 |
| | | | | | | 06/04/2024 | | |
| 6 | 6160 | 45100 | | Event Center | CAPITAL OUTLAY | | | |
| | 10-60-6160-0000-000-45100 | | | | | | | |
| | | | | | | 91,470.00 | 15,596.48 | 107,066.48 |
| | | | | | | 06/04/2024 | | |
| | | | | | | | | |
| | | | | | | | 0.00 | |
| | | | | | | | | |
| 2024 | 12 | 5 | 06/04/2024 | | BUA 060324C | 1 2 | | |

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

| LN | ORG | OBJECT | PROJ | ORG DESCRIPTION | ACCOUNT DESCRIPTION | EFF DATE | PREV BUDGET | BUDGET CHANGE | AMENDED BUDGET |
|------------------|----------------------------|--------------|-------|---|------------------------------|--------------|---------------|---------------|----------------|
| ACCOUNT | | | | LINE DESCRIPTION | | | | | |
| YEAR-PER | JOURNAL | EFF-DATE | REF 1 | REF 2 | SRC JNL-DESC | ENTITY AMEND | | | |
| 2024 | 12 | 5 06/04/2024 | | | BUA 060324C | 1 1 | | | |
| 1 | 5300 | 43510 | | DEPARTMENT OF SOCIAL SERVICES REPAIRS | BUILDING AND GROUNDS | | 133,150.00 | -15,000.00 | 118,150.00 |
| | 10-50-5300-0000-000-43510- | | | | | | 06/04/2024 | | |
| 2 | 5300 | 41990 | | DEPARTMENT OF SOCIAL SERVICES PROFESSIONAL SERVICES | | | 285,780.00 | 15,000.00 | 300,780.00 |
| | 10-50-5300-0000-000-41990 | | | | | | 06/04/2024 | | |
| ** JOURNAL TOTAL | | | | | | | | 0.00 | |
| YEAR-PER | JOURNAL | EFF-DATE | REF 1 | REF 2 | SRC JNL-DESC | ENTITY AMEND | | | |
| 2024 | 12 | 6 06/04/2024 | | | BUA 060324C | 1 2 | | | |
| 1 | 5300 | 43510 | | DEPARTMENT OF SOCIAL SERVICES REPAIRS | BUILDING AND GROUNDS | | 133,150.00 | -18,500.00 | 114,650.00 |
| | 10-50-5300-0000-000-43510- | | | | | | 06/04/2024 | | |
| 2 | 5300 | 44300 | | DEPARTMENT OF SOCIAL SERVICES RENT | | | 55,000.00 | 18,500.00 | 73,500.00 |
| | 10-50-5300-0000-000-44300 | | | | | | 06/04/2024 | | |
| ** JOURNAL TOTAL | | | | | | | | 0.00 | |
| YEAR-PER | JOURNAL | EFF-DATE | REF 1 | REF 2 | SRC JNL-DESC | ENTITY AMEND | | | |
| 2024 | 12 | 7 06/04/2024 | | | BUA 060324C | 1 2 | | | |
| 1 | 4978 | 39677 | | Aging/Veteran's Facility | SCIF Grant | | -2,000,000.00 | -1,500,000.00 | -3,500,000.00 |
| | 45-50-5600-4978-000-39677 | | | | | | 06/04/2024 | | |
| 2 | 4978 | 41060 | | Aging/Veteran's Facility | CONSTRUCTION | | 1,636,778.00 | 1,500,000.00 | 3,136,778.00 |
| | 45-50-5600-4978-000-41060 | | | | | | 06/04/2024 | | |
| ** JOURNAL TOTAL | | | | | | | | 0.00 | |
| YEAR-PER | JOURNAL | EFF-DATE | REF 1 | REF 2 | SRC JNL-DESC | ENTITY AMEND | | | |
| 2024 | 12 | 8 06/04/2024 | | | BUA 060324C | 1 2 | | | |
| 1 | 5913 | 39668 | | LOTTERY PROCEEDS | FUND BAL EDU LOTTERY | | .00 | -754,622.41 | -754,622.41 |
| | 27-59-5900-5913-000-39668 | | | | Carry fwd funds | | 06/04/2024 | | |
| 2 | 5913 | 45228 | | LOTTERY PROCEEDS | Security Card Access Systems | | .00 | 363,027.30 | 363,027.30 |
| | 27-59-5900-5913-000-45228 | | | | Carry fwd funds | | 06/04/2024 | | |
| 3 | 5913 | 45225 | | LOTTERY PROCEEDS | Bville ES Multipurpose Const | | .00 | 72,595.11 | 72,595.11 |
| | 27-59-5900-5913-000-45225 | | | | Carry fwd funds | | 06/04/2024 | | |

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

| LN | ORG | OBJECT | PROJ | ORG DESCRIPTION | ACCOUNT DESCRIPTION | PREV | BUDGET | AMENDED |
|------------------|---------------------------|--------------|-------|--|----------------------------|------------|---------------|---------------|
| | ACCOUNT | | | LINE DESCRIPTION | EFF DATE | BUDGET | CHANGE | BUDGET |
| YEAR-PER | JOURNAL | EFF-DATE | REF 1 | REF 2 | SRC JNL-DESC | ENTITY | AMEND | |
| 2024 | 12 | 8 06/04/2024 | | | BUA 060324C | 1 | 2 | |
| 4 | 5913 | 45226 | | LOTTERY PROCEEDS | Warsaw ES Switchgear Const | .00 | 319,000.00 | 319,000.00 |
| | 27-59-5900-5913-000-45226 | | | | Carry fwd funds | 06/04/2024 | | |
| 5 | 43 | 39969 | | CAPITAL PROJECTS TRANSPORTATIOFUND | BALANCE APPROPRIATED | .00 | -643,799.93 | -643,799.93 |
| | 43-45-4520-43 | -000-39969 | | | Carry fwd funds | 06/04/2024 | | |
| 6 | 4550 | 41010 | | TRANSPORTATION BUILDING NEW COADMINISTRATIVE EXPENSE | | .00 | 10,250.00 | 10,250.00 |
| | 43-45-4520-4550-000-41010 | | | | Carry fwd funds | 06/04/2024 | | |
| 7 | 4550 | 41060 | | TRANSPORTATION BUILDING NEW COCONSTRUCTION | | .00 | 551,261.93 | 551,261.93 |
| | 43-45-4520-4550-000-41060 | | | | Carry fwd funds | 06/04/2024 | | |
| 8 | 4550 | 41060 | | TRANSPORTATION BUILDING NEW COCONSTRUCTION | | .00 | 82,288.00 | 82,288.00 |
| | 43-45-4520-4550-000-41060 | | | | Carry fwd funds | 06/04/2024 | | |
| 9 | 4989 | 41020 | | IDF AirPark | PRELIMINARY ENGINEERING | .00 | 249,025.00 | 249,025.00 |
| | 42-49-4920-4989-000-41020 | | | | Carry fwd funds | 06/04/2024 | | |
| 10 | 4989 | 41040 | | IDF AirPark | ENGINEERING SERVICES | .00 | 541,736.00 | 541,736.00 |
| | 42-49-4920-4989-000-41040 | | | | Carry fwd funds | 06/04/2024 | | |
| 11 | 4989 | 41060 | | IDF AirPark | CONSTRUCTION | .00 | 1,600,550.00 | 1,600,550.00 |
| | 42-49-4920-4989-000-41060 | | | | Carry fwd funds | 06/04/2024 | | |
| 12 | 4989 | 49910 | | IDF AirPark | CONTINGENCY | .00 | 359,189.00 | 359,189.00 |
| | 42-49-4920-4989-000-49910 | | | | Carry fwd funds | 06/04/2024 | | |
| 13 | 42 | 39969 | | INDUSTRIAL EXPANSION | FUND BALANCE APPROPRIATED | .00 | -2,750,500.00 | -2,750,500.00 |
| | 42-00-0000-0000-000-39969 | | | | Carry fwd funds | 06/04/2024 | | |
| ** JOURNAL TOTAL | | | | | | | 0.00 | |

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: chelsey.lanier

| YEAR PER | JNL | SRC ACCOUNT | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC LINE DESC | T | OB | DEBIT | CREDIT |
|----------|-----|----------------|--------------------|-------|-------|-------|-------------------------------|-------|----|-----------|-----------|
| 2024 12 | 2 | BUA 5600-35626 | 06/04/2024 060324C | | | | NUTRITION | T | 5 | 4,000.00 | |
| 2024 12 | 2 | BUA 5600-35621 | 06/04/2024 060324C | | | | NUTRITION HOMEBOUND MEALS | T | 5 | | 4,000.00 |
| | | | | | | | JOURNAL 2024/12/2 | TOTAL | | .00 | .00 |
| 2024 12 | 3 | BUA 4100-32576 | 06/04/2024 060324C | | | | ROD Preservation Grant | T | 5 | | 2,000.00 |
| 2024 12 | 3 | BUA 4180-42603 | 06/04/2024 060324C | | | | Supplies-Grant | T | 5 | 2,000.00 | |
| | | | | | | | JOURNAL 2024/12/3 | TOTAL | | .00 | .00 |
| 2024 12 | 4 | BUA 6160-43520 | 06/04/2024 060324C | | | | REPAIRS & MAINTENANCE EQUIPME | T | 5 | | 32.05 |
| 2024 12 | 4 | BUA 6160-43520 | 06/04/2024 060324C | | | | REPAIRS & MAINTENANCE EQUIPME | T | 5 | | 20.00 |
| 2024 12 | 4 | BUA 6160-43031 | 06/04/2024 060324C | | | | EVENT EXPENSES | T | 5 | | 15,596.48 |
| 2024 12 | 4 | BUA 6160-43530 | 06/04/2024 060324C | | | | REPAIRS VEHICLES | T | 5 | 32.05 | |
| 2024 12 | 4 | BUA 6160-44910 | 06/04/2024 060324C | | | | DUES AND SUBSCRIPTIONS | T | 5 | 20.00 | |
| 2024 12 | 4 | BUA 6160-45100 | 06/04/2024 060324C | | | | CAPITAL OUTLAY | T | 5 | 15,596.48 | |
| | | | | | | | JOURNAL 2024/12/4 | TOTAL | | .00 | .00 |
| 2024 12 | 5 | BUA 5300-43510 | 06/04/2024 060324C | | | | REPAIRS BUILDING AND GROUNDS | T | 5 | | 15,000.00 |
| 2024 12 | 5 | BUA 5300-41990 | 06/04/2024 060324C | | | | PROFESSIONAL SERVICES | T | 5 | 15,000.00 | |
| | | | | | | | JOURNAL 2024/12/5 | TOTAL | | .00 | .00 |
| 2024 12 | 6 | BUA 5300-43510 | 06/04/2024 060324C | | | | REPAIRS BUILDING AND GROUNDS | T | 5 | | 18,500.00 |
| 2024 12 | 6 | BUA 5300-44300 | | | | | RENT | T | 5 | 18,500.00 | |

BUDGET AMENDMENT JOURNAL ENTRY PROOF

| YEAR PER | JNL | ACCOUNT | DESC | REF 1 | REF 2 | REF 3 | ACCOUNT | DESC | T | OB | DEBIT | CREDIT |
|----------------|------------|---------|------|-------|-------|-------|---------|------------------------------|---|--------------|-------|--------------|
| SRC | EFF DATE | JNL | DESC | | | | LINE | DESC | | | | |
| | 06/04/2024 | 060324C | | | | | T | JOURNAL 2024/12/6 | | TOTAL | .00 | .00 |
| 2024 12 | | 7 | | | | | | | | | | |
| BUA 4978-39677 | | | | | | | T | SCIF Grant | 5 | | | 1,500,000.00 |
| | 06/04/2024 | 060324C | | | | | T | CONSTRUCTION | 5 | 1,500,000.00 | | |
| BUA 4978-41060 | | | | | | | T | JOURNAL 2024/12/7 | | TOTAL | .00 | .00 |
| | 06/04/2024 | 060324C | | | | | | | | | | |
| 2024 12 | | 8 | | | | | | | | | | |
| BUA 5913-39668 | | | | | | | T | FUND BAL EDU LOTTERY | 5 | | | 754,622.41 |
| | 06/04/2024 | 060324C | | | | | T | Carry fwd funds | | | | |
| BUA 5913-45228 | | | | | | | T | Security Card Access Systems | 5 | 363,027.30 | | |
| | 06/04/2024 | 060324C | | | | | T | Carry fwd funds | | | | |
| BUA 5913-45225 | | | | | | | T | Bville ES Multipurpose Const | 5 | 72,595.11 | | |
| | 06/04/2024 | 060324C | | | | | T | Carry fwd funds | | | | |
| BUA 5913-45226 | | | | | | | T | Warsaw ES Switchgear Const | 5 | 319,000.00 | | |
| | 06/04/2024 | 060324C | | | | | T | Carry fwd funds | | | | |
| BUA 43-39969 | | | | | | | T | FUND BALANCE APPROPRIATED | 5 | | | 643,799.93 |
| | 06/04/2024 | 060324C | | | | | T | Carry fwd funds | | | | |
| BUA 4550-41010 | | | | | | | T | ADMINISTRATIVE EXPENSE | 5 | 10,250.00 | | |
| | 06/04/2024 | 060324C | | | | | T | Carry fwd funds | | | | |
| BUA 4550-41060 | | | | | | | T | CONSTRUCTION | 5 | 551,261.93 | | |
| | 06/04/2024 | 060324C | | | | | T | Carry fwd funds | | | | |
| BUA 4550-41060 | | | | | | | T | CONSTRUCTION | 5 | 82,288.00 | | |
| | 06/04/2024 | 060324C | | | | | T | Carry fwd funds | | | | |
| BUA 4989-41020 | | | | | | | T | PRELIMINARY ENGINEERING | 5 | 249,025.00 | | |
| | 06/04/2024 | 060324C | | | | | T | Carry fwd funds | | | | |
| BUA 4989-41040 | | | | | | | T | ENGINEERING SERVICES | 5 | 541,736.00 | | |
| | 06/04/2024 | 060324C | | | | | T | Carry fwd funds | | | | |
| BUA 4989-41060 | | | | | | | T | CONSTRUCTION | 5 | 1,600,550.00 | | |
| | 06/04/2024 | 060324C | | | | | T | Carry fwd funds | | | | |
| BUA 4989-49910 | | | | | | | T | CONTINGENCY | 5 | 359,189.00 | | |
| | 06/04/2024 | 060324C | | | | | T | Carry fwd funds | | | | |
| BUA 42-39969 | | | | | | | T | FUND BALANCE APPROPRIATED | 5 | | | 2,750,500.00 |
| | 06/04/2024 | 060324C | | | | | T | Carry fwd funds | | | | |
| | | | | | | | | JOURNAL 2024/12/8 | | TOTAL | .00 | .00 |

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

BA # _____

Duplin County
Budget Amendment

Department Title

Register of Deeds

Department Head's Signature

Amelia Marie Savage

(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:
Requesting a total of \$2,000.00 be transferred from 4100-32576 to Supplies Grant account 4180-42603

| Expense code to DECREASE | Line Item Description | Credit Amount | Expense code to INCREASE | Line Item Description | Debit Amount |
|--------------------------|-----------------------|---------------|--------------------------|-----------------------|--------------|
| 4100-32576 | Revenue Account | 2,000.00 | 4180-42603 | Supplies Grant | 2,000.00 |
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| Total | | 2,000.00 | Total | | 2,000.00 |

Chelsy Rancier

Finance Signature

Date Approved:

5/17/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title Events Center

Department Head's Signature _____

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

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

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

Brief description of why this amendment is being requested:

Increase money from Repairs & Maintenance Equipment to Repairs Vehicles and Dues & Subscriptions, Event Expenses to Capital outlay

| Expense code to DECREASE | Line Item Description | Credit Amount | Expense code to INCREASE | Line Item Description | Debit Amount |
|--------------------------|---------------------------|---------------|--------------------------|-----------------------|--------------|
| 6160-43520 | Repairs Maintenance Equip | 32.05 | 6160-43530 | Reparis Vehicles | 32.05 |
| 6160-43520 | Repairs Maintenance Equip | 20.00 | 6160-44910 | Dues & Subscriptions | 20.00 |
| 6160-43031 | Event Expenses | 15,596.48 | 6160-45100 | Capital Outlay | 15,596.48 |
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| Total | | 15,648.53 | Total | | 15,648.53 |

Chelsy Rania

Finance Signature _____
Date Approved: 5/22/24

Manager Signature _____
Date Approved: _____

Commisioner Approval _____
Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title

Social Services

Department Head's Signature

completed by Dana Smith

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

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

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

Brief description of why this amendment is being requested:

To add for expected expenses through remainder of the budget year

| Expense code to DECREASE | Line Item Description | Credit Amount | Expense code to INCREASE | Line Item Description | Debit Amount |
|--------------------------|------------------------|---------------|--------------------------|-----------------------|--------------|
| 5300-43510 | Repairs Bldg & Grounds | 15,000.00 | 5300-41990 | Professional Services | 15,000.00 |
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| Total | | 15,000.00 | Total | | 15,000.00 |

Finance Signature

Chelsey Rainer

Date Approved:

5/24/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title Social Services
 Department Head's Signature _____ completed by Dana Smith
 (form can be e-mailed to Finance from Dept. Head)

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

Brief description of why this amendment is being requested:
 To add for remainder of year (addition of individual side printers to Toshiba lease)

| Expense code to DECREASE | Line Item Description | Credit Amount | Expense code to INCREASE | Line Item Description | Debit Amount |
|--------------------------|------------------------|---------------|--------------------------|-----------------------|--------------|
| 5300-43510 | Repairs Bldg & Grounds | 18,500.00 | 5300-44300 | Rent | 18,500.00 |
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| Total | | 18,500.00 | Total | | 18,500.00 |

Finance Signature _____ *Chelsey Rania*
 Date Approved: _____ *5/24/24*

Manager Signature _____
 Date Approved: _____

Commisioner Approval _____
 Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title _____ Finance

Department Head's Signature _____

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

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

| |
|--|
| Brief description of why this amendment is being requested: |
| Budget grant funds for Senior Services/Veterans |

| Revenue code | Line Item Description | Amount | Expense code | Line Item Description | Amount |
|--------------|-----------------------|--------------|--------------|-----------------------|--------------|
| 4978-39677 | SCIF Grant | 1,500,000.00 | 4978-41060 | Construction | 1,500,000.00 |
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| Total | | 1,500,000.00 | Total | | 1,500,000.00 |

Finance Signature _____
 Date Approved: 5/24/24

Manager Signature _____
 Date Approved: _____

Commisioner Approval _____
 Date Approved: _____

County Commissioners Agenda Request Form

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

| | |
|--|----------------------------|
| Name / Department: Public Transportation | Meeting Date: June 3, 2024 |
| Subject: FY26 Grants required forms | |
| Summary, explanation and background: FY26 grant application system has opened to submit documents and attached are forms that are required to be approved, signed, and submitted in order to move through the grant process. | |
| Requested Action: Approval of Chairperson to sign attached documents for the FY26 Public Transportation Grant process. TITLE VI, DELEGATION OF AUTHORITY, ANTICIPATED DBE FORMS, DBE GOOD FAITH, & EEO QUESTIONNAIRE. | |
| Budget impact for this fiscal year: (Funds available, allocation needed, etc.) None | |
| Budget impact for subsequent years: (Funds available, allocation needed, etc.) Will be required for FY26 revenue from grants | |
| Time needed to explain to Commissioners: CONSENT AGENDA | |
| Attachments: DBE Certification, EEO Form, Title VI, Delegation of Authority, and Anticipated DBE | |
| Instructions for what to do with attachments once approved: return to Public Transportation, Attn: Angel Venecia; | |

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

UNIFIED GRANT APPLICATION

TITLE VI PROGRAM REPORT
SECTION 5311, 5310, 5339, Combined Capital, 5307 or State Funds Call for Projects

(Complete and sign either Part A or B, whichever is applicable; and Part C)

Part A – No complaints or Lawsuits Filed

I certify that to the best of my knowledge, **No complaints or lawsuits** alleging discrimination have been filed against
Duplin County Public Transportation _____ (Legal Name of Transit Agency or Organization)
during the period **July 1, 2023 through June 30, 2024**.

Dexter Edwards

Printed Name of Authorized Official

Chairperson

Title of Authorized Official

Signature of Authorized Official

05/22/24

Date

Part B – Complaints or Lawsuits Filed

I certify that to the best of my knowledge, the below described complaints or lawsuits alleging discrimination have been filed against
_____ (Legal Name of Transit Agency or Organization)
during during the period **July 1, 2023 through June 30, 2024**.

| Complainant Name/Address/Telephone Number | Date | Description | Status/Outcome |
|---|------|-------------|----------------|
| | | | |
| | | | |

(Attach an additional page if required.)

Printed Name of Authorized Official

Title of Authorized Official

Signature of Authorized Official

Date

Part C - Title VI Plan

Do you currently have a Title VI Plan: Yes

Date of last plan update: 05/20/24

UNIFIED GRANT APPLICATION
**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION**
DBE/MBE/WBE/HUB ANTICIPATED VENDOR AWARDS in FY26

| | | |
|--------------------------|---|--------------------------------|
| APPLICANT AGENCY: | <u>Duplin County</u> | PERIOD COVERED |
| E-MAIL ADDRESS: | <u>angel.venecia@duplincountync.com</u> | From: <u>07/01/2025</u> |
| VENDOR NUMBER: | <u>20214</u> | To: <u>06/30/2026</u> |

We expect to utilize the following list of DBE/MBE/WBE/HUB Vendors in FY26:

| DBE/MBE/WBE/HUB Vendor/Subcontractor's Name | Mailing Address City, State, Zip | ID# from NCDOT Website | Describe Service/ Item to be Purchased | Anticipated Expenditure (\$) |
|---|--|------------------------|--|------------------------------|
| Safe-T-Works, Inc | 1029 Sunset Ave, Asheboro, NC 27203 | 72408 | drug & alcohol program | \$2,500 |
| Fortress Systems Internatio | 3801 Rose Lake Dr, Charlotte, NC 28217 | 77649 | Live camera footage | \$7,000 |
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| TOTAL | | | | \$9,500 |

The above list includes the DBE/MBE/WBE/HUB Vendors the applicant expects to utilize in FY26. Yes

| | | |
|--|-------------------------------------|-------------|
| <u>Dexter Edwards</u> | <u>Chairperson</u> | |
| Printed Name of Authorized Official | Title of Authorized Official | Date |

Signature of Authorized Official

DBE GOOD FAITH EFFORTS CERTIFICATION

This is to certify that in all purchase and contract selections (*Legal Name of Transit Agency or Organization*) Duplin County Public Transportation is committed to and shall make good faith efforts to purchase from, and award contracts to, Disadvantaged Business Enterprises (DBEs).

DBE good faith efforts will include the following items that are indicated by check mark(s) or narrative:

| Required by IMD | Check all that apply | Description |
|-----------------|-------------------------------------|--|
| * | <input checked="" type="checkbox"/> | Write a letter/email to Certified DBEs in the service area to inform them of purchase or contract opportunities; |
| * | <input checked="" type="checkbox"/> | Document telephone calls, emails and correspondence with or on behalf of DBEs; |
| | <input type="checkbox"/> | Advertise purchase and contract opportunities on local TV Community Cable Network: |
| * | <input checked="" type="checkbox"/> | Request purchase/contract price quotes/bids from DBEs; |
| | <input type="checkbox"/> | Monitor newspapers for new businesses that are DBE eligible |
| * | <input checked="" type="checkbox"/> | Encourage interested eligible firms to become NCDOT certified. Interested firms should contact the office of contractual services at (919) 707-4800 for more information |
| * | <input checked="" type="checkbox"/> | Encourage interested firms to contact the Office of Historically Underutilized Businesses at (919) 807-2330 for more information |
| * | <input checked="" type="checkbox"/> | Consult NCDOT Certified DBE Directory. A DBE company will be listed in the DBE Directory for each work type or area of specialization that it performs. You may obtain a copy of this directory at https://www.ebs.nc.gov/VendorDirectory/default.html |
| | <input type="checkbox"/> | Describe other efforts: |

You may obtain a copy of the USDOT Disadvantaged Business Enterprise Program Title 49 Part 26 at <https://www.ebs.nc.gov/VendorDirectory/default.html>

Reminder: Documentation of all good faith efforts shall be retained for a period of five (5) years following the end of the fiscal year.

I certify that, to the best of my knowledge, the above information describes the DBE good faith efforts.

Dexter Edwards

Printed Name of Authorized Official

Chairperson

Title of Authorized Official

Signature of Authorized Official

05/22/24

Date

FY26 DELEGATION OF AUTHORITYDate: 05/22/24

I Dexter Edwards (Printed Name of Authorized Official)
Chairperson (Title of Authorized Official)
of Duplin County (Authorized Official's Agency)

as the designated party for Duplin County
(Grant Recipient/Application Agency) with authority to submit funding applications and enter into contracts with the North Carolina Department of Transportation and execute all agreements and contracts with the NCDOT Integrated Mobility Division, hereby delegate authority to the individual(s) filling the positions as indicated below:

Primary Designee: Angel Venecia, Director
Duplin County Public Transportation

Reimbursement Requests: YES
Budget Revisions: YES
Budget Amendments: YES
Period of Performance Extensions: YES
Other: YES

Alternate Designee #1: Ashlie Strickland, Transportation Coordinator
Duplin County Public Transportation

Reimbursement Requests: YES
Budget Revisions: YES
Budget Amendments: YES
Period of Performance Extensions: YES
Other: YES

Alternate Designee #2:

Reimbursement Requests: YES
Budget Revisions: YES
Budget Amendments: YES
Period of Performance Extensions: YES
Other: YES

Signature of Authorized Official

UNIFIED GRANT APPLICATION

EEO QUESTIONNAIRE

Threshold Requirements: Any applicant, recipient, or sub-recipient is required to comply with program requirements in Chapter III if it meets the following thresholds:

- a. Employees 100 (+) or more transit-related employees*; and
- b. Requests or receives capital or operating assistance under Sections 3, 4(i), or 9 of the FTA; assistance under 23 U.S.C. 142(a)(2) or 23 U.S.C. 103(e)(4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or
- c. Request and receives planning assistance under Sections 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year.

Transit systems with 50 – 99 employees must keep a plan on file for review at next site visit.

Name of Organization:

Duplin County

Organization Type:

Transit Agency

TrAMS ID: _____ (if applicable)

1. How many employees do you have in your organization? 49 or less
2. How many of those employees are *transit related? 49 or less

*A transit related employee is an employee of an FTA applicant, recipient, or subrecipient who is involved in an aspect of an agency's mass transit operation funded by FTA. For example, a city planner involved in a planning bus route would be counted as part of the recipient's work force, but a city planner involved in land use would not be counted.

**If EEO requirement is not applicable check here , sign below, and submit, otherwise complete remaining questions.

I declare (or certify, verify, or state) that the foregoing is true and correct.

Printed Name Dexter Edwards

Title Chairperson

Signature _____

Date 05/22/24

UNIFIED GRANT APPLICATION

3. Does your agency submit an EEO Program? _____
If yes, what is the date of your last submission? _____
4. Does your agency submit an Abbreviated EEO Program? _____
If yes, what is the date of your last submission? _____
5. Do you contract out any of your transit services? Yes _____
If no, skip to question 7. If yes,
- a. What is the name of agency (s)?
Duplin County Public Transportation
 - b. How many transit employees does the agency have?
49 or less
 - c. Does the agency submit an EEO Program/Abbreviated EEO Program to you?

If yes, what is the date of their last EEO/Abbreviated EEO submission?

6. What is the date of your last Triennial Review (If applicable)?

a. Were there any deficiencies? _____
If yes, in what area(s)

b. Are any of the deficiencies still open? _____
If yes, in what area(s)?

7. Has your agency participated in an EEO compliance review? If yes, what is the date of your last EEO compliance review? _____
- a. Were there any deficiencies? _____

UNIFIED GRANT APPLICATION

If yes, in what area(s)

b. Are any of the deficiencies still open? _____

If yes, in what area(s)?

I declare (or certify, verify, or state) that the foregoing is true and correct.

Printed Name _____

Title _____

Signature _____

Date 05/22/24 _____

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: Scotty Summerlin, Economic Development Commission | Meeting Date: June 3 rd , 2024 |
| Subject: Approval of Work Authorization # Four (4); AirPark Improvements (Construction Administration) Professional Services Agreement | |
| Summary, explanation and background: As work progresses for improvements for AirPark Business & Industry Center, the Duplin EDC will soon begin construction activities. Parrish and Partners, EDC’s consultant engineer on the Project, will provide construction administration services including observation and inspections for the subject AirPark roadway(s) improvements. Parrish and Partners completed the engineering and design on the grading, erosion control plan, and roadway construction work. | |
| Requested Action: Approve the Work Authorization # Four (4); AirPark Improvements (Construction Administration) Professional Services Agreement with Parrish and Partners in an amount not to exceed \$309,989.00. and authorize the Chairman to sign. | |
| Budget impact for this fiscal year: Special Project Budget has been set up to receive revenue and expend funds. Work is funded by State directed grants and the NC Commerce Industrial Development Fund. | |
| Budget impact for subsequent years: N/A. | |
| Time needed to explain to Commissioners: 2 minutes. | |
| Attachments: Work Authorization # Four (4); AirPark Improvements (Construction Administration) Professional Services Agreement. | |
| Instructions for what to do with attachments once approved: Upon approval, send original executed documents back to Duplin County EDC. | |

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.

Foundation for Duplin County Industrial and Business Development

Work Authorization 4 for Professional Services

Parrish & Partners of North Carolina, PLLC

1568

(Parrish & Partners Project Number)

Four (4)

(Work Authorization Number)

It is agreed to undertake the following work as additional services to the ongoing Design and Engineering Services contract for the Duplin County Airpark.

I. Project Description:

The Duplin County Economic Development Commission intends to construct Phase 1A of the Duplin County Airpark program. This project generally consists of grading, paving, drainage, and water/sewer line construction. Anticipate approximately 4,500 tons of asphalt paving and 24,000 cubic yards of earthmoving. The project will also include installation of erosion control measures to comply with permit requirements, and installation of erosion control matting, seeding, and mulching.

Other project details include:

1. Project inspection and reporting by a Resident Project Representative (RPR)
2. Engineer Site Visits and meetings
3. Preparation of Construction Plans, Project Manual, and Contract Documents
4. Contractor negotiations
5. Review of contractor pay applications, sales tax forms, DBE utilization reports, and recommendation for payment
6. Verification of contractor quantities

The following services are not included:

1. Grant management
2. Permitting outside of the design and engineering services contract
3. Erosion and Sediment Control Inspection (Contractor to self perform)

Basis of Compensation:

The OWNER agrees to compensate the CONSULTANT as outlined in Exhibit A as attached.



Agreed as to scope of services, time schedule, and budget:

For **Duplin County**

For **PARRISH AND PARTNERS OF NORTH CAROLINA, PLLC**

Date: _____

Date: _____

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Professional Services Fee Summary
- Exhibit C – QA

Exhibit A

SCOPE OF SERVICES

This work authorization includes Construction Phase Services and Inspection for the Base Bid. There are no additive or alternate bids for this project. This work authorization consists of the following elements:

- Construction oversight
- Review of contractor pay applications and quantities
- Conducting monthly project status meetings
- Perform construction inspection for site construction
- Quality Assurance testing
- Review of project schedules
- Coordination with the Economic Development Commission
- Punch list inspection and final inspection to ensure conformance with plans and specifications

By completing this scope of services, the CONSULTANT shall provide services to the OWNER in accordance with state and local requirements.

The following sections of this scope of work describe the project tasks for this construction effort:

TASK 1.0 PROJECT MANAGEMENT

TASK 2.0 CONSTRUCTION ADMINISTRATION

TASK 3.0 PROJECT INSPECTION

TASK 4.0 QA TESTING

The work efforts associated with this project are outlined below as tasks to this scope of services. Each task will list approximate duration, number of meeting scoped, and specific deliverables, if applicable.

TASK 1.0 PROJECT MANAGEMENT

In preparation for the construction project, Parrish and Partners will:

- Evaluate Bids and prepare Contract Documents and Notice of Award
- Assist the County with contracting with the lowest responsive, responsible bidder
- Assist the County with project formulation and scoping of the services provided herein

Assumptions: Project Management (Task 1.0) duration of approximately 1 year

Total Meetings: 4

Deliverables:

- Detailed scope of services

- Recommendation for Award
- Notice of Award
- Contract Documents

TASK 2.0 CONSTRUCTION ADMINISTRATION

After notice to proceed with the Construction Phase:

- a. The CONSULTANT's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of a Contract for Construction and terminates at the earlier of the issuance by the OWNER of the final Certificate for Payment or 30 days after the date of Substantial Completion of the Work, but if so stated by Work Authorization, may be extended as needed due to project time changes.
- b. CONSULTANT shall attend and administer the preconstruction conference; County staff will be invited with a minimum of five business days' notice;
- c. CONSULTANT shall review the Contractor's Schedule. This shall be deemed the Contractor's document and the CONSULTANT is not responsible for errors and omissions.
- d. Visits to Site and Observation of Construction: In connection with observations of the work of Contractor(s) while it is in progress:
 - i. CONSULTANT shall make visits to the site. CONSULTANT shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and CONSULTANT shall keep OWNER informed of the progress of the work;
 - ii. CONSULTANT shall not during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)'s work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, CONSULTANT can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents;
- e. Defective Work: During such visits and on the basis of such observations, CONSULTANT may disapprove of or reject Contractor(s)' work while it is in progress if CONSULTANT believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

- f. Interpretations and Clarifications: CONSULTANT shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required;
- g. Shop Drawings: CONSULTANT shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto;
- h. Substitutes: CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s);
- i. Inspections and Tests: CONSULTANT shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents);
- j. Disputes between OWNER and Contractor: CONSULTANT shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered in good faith;
- k. Applications for Payment: Based on CONSULTANT's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
 - i. CONSULTANT shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of CONSULTANT's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, CONSULTANT's recommendations of payment will include determinations of quantities and

classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents);

- ii. By recommending any payment, CONSULTANT will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by CONSULTANT to check the quality or quantity of Contractor(s)'s work as it is furnished and performed beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents. CONSULTANT's review of Contractor(s)' work for the purposes of recommending payments will not impose on CONSULTANT responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.
- I. Contractor(s)' Completion Documents: CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments;
 - m. Inspections: CONSULTANT shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable to OWNER, and other governing agencies so that CONSULTANT may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed herein, and,
 - n. Limitation of Responsibilities: CONSULTANT shall not be responsible for the act or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs a through m inclusive, shall be construed to release CONSULTANT from liability for failure to properly perform duties and responsibilities assumed by CONSULTANT in the Contract Documents.

Preparation of handouts, agendas, and graphical materials, as appropriate, shall be the responsibility of Parrish and Partners, as it relates to this project. Oral and written comments shall be noted and incorporated into meeting minutes and become a record of construction progress.

Assumptions: Task duration is 13 months (30 days preconstruction, 340 days construction, 30 days closeout)

Total Meetings: 14 (Preconstruction Conference, 11 Progress Meetings, Substantial Completion, Final Inspection)

Deliverables: 14 sets of meeting minutes, punch list, record drawings, letter of substantial completion

TASK 3.0 PROJECT INSPECTION

1. Provide full-time resident project representative (RPR) services during site construction activities. The representative is anticipated to be on site as follows:
 - a. 40 hours per week for 26 weeks of the 340-day construction period.

Assumptions: Task duration is approximately 8 months.

Total Meetings: Attend monthly progress meetings as required.

Deliverables: Inspection reports for each week onsite

TASK 4.0 QA TESTING

Provide quality assurance testing services as necessary during construction in accordance with Construction Documents. Subconsultant used will be NCDOT prequalified. Failing tests will be relayed to the OWNER and CONSULTANT at the time of testing.

Total Meetings: No in-person meetings. Several teleconferences could be needed to coordinate work efforts.

Deliverables: Testing logs and inspection reports will be provided by subconsultant.

GENERAL ASSUMPTIONS, CLARIFICATIONS AND DELIVERABLES

1. Construction duration is 340 consecutive calendar days to substantial completion.
2. Time for punch list correction is assumed to be 30 days at up to 8 hours per week for inspection with a single final inspection by the project manager, engineer, and RPR.
3. Survey is not included.
4. Change orders will be approved by OWNER prior to execution.
5. A one-year warranty inspection will be performed between the Contractor and OWNER and

- results provided. NO consultant services are included in this work authorization for this task.
6. Progress meeting minutes will be provided as they occur, RPR reports, partial waivers of liens and change orders will be provided as requested.
 7. A signed NTP letter for construction will be provided to OWNER.
 8. Released for construction plans and specs will be provided to CONTRACTOR and OWNER in pdf format.
 9. Deliverables:
 - a. Post Construction
 - i. DBE Participation Letter
 - ii. Record Drawings
 - iii. Warranty Inspection Letter

CONTACT/CLOSING

The OWNER agrees to compensate the CONSULTANT for services performed for the work described herein as follows:

A. BASIC SERVICES:

1. Project Management: As compensation for providing design revisions and preparing bid documents, the OWNER shall pay the CONSULTANT the *lump sum* fee of Twenty-Nine Thousand Four Hundred Eighty-Three Dollars and No Cents (\$29,483.00).
2. Construction Administration: As compensation for providing construction administration services, the OWNER shall pay the CONSULTANT the *lump sum* fee of Ninety-Four Thousand Four Hundred Seventy Dollars and No Cents (\$94,470.00).

B. SPECIAL SERVICES:

1. Project Inspection Services: As compensation for providing project inspection services, the OWNER shall pay the CONSULTANT Hourly for the *Not-to-Exceed* fee of One Hundred Forty-Eight Thousand Nine Hundred Forty-One Dollars and No Cents (\$148,941.00).
2. Quality Assurance Testing: As compensation for providing quality assurance testing and erosion control inspection services, the OWNER shall pay the CONSULTANT Hourly for the *Not-to-Exceed* fee of Thirty-Seven Thousand Ninety Five Dollars and No Cents (\$37,095.00).

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: Scotty Summerlin, Economic Development Commission | Meeting Date: June 3 rd , 2024 |
| Subject: Approval of Duplin AirPark Roadway & Water/Wastewater Improvements Construction Contract | |
| Summary, explanation and background: As work progresses for improvements for AirPark Business & Industry Center, the Duplin EDC properly advertised and received five (5) responsive bids for construction of roadways, water line improvements, and sewer system improvements. Bid opening was conducted on May 8 th at 2:00pm at the Duplin Airport. Consultant engineer, Parrish and Partners assisted Duplin EDC with the bid opening. The engineering firm tabulated the bids and determined Chatham Civil Contracting, LLC from Pittsboro, NC to be the lowest responsive and responsible bidder. The bid amount was \$5,194,276.00. | |
| Requested Action: Approve the AirPark Improvements; Construction for Roadways and Utilities Contract with Chatham Civil Contracting, LLC in the amount of \$5,194.276.00 and authorize the Chairman to sign. | |
| Budget impact for this fiscal year: Special Project Budget has been set up to receive revenue and expend funds. Work is funded by State directed grants and the NC Commerce Industrial Development Fund. | |
| Budget impact for subsequent years: N/A. | |
| Time needed to explain to Commissioners: 2 minutes. | |
| Attachments: AirPark Development Improvements; Construction of Roadways and Utilities Contract | |
| Instructions for what to do with attachments once approved: Upon approval of the documents, send original executed documents back to Duplin County EDC. | |

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.

CONTRACT

THIS AGREEMENT is dated the _____ day of _____ in the year 2024 by and between the **Duplin County Economic Development Commission** (hereinafter called OWNER) and _____ Chatham Civil Contracting, LLC (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The work may be generally described as but is not limited to construction of the following:

This project generally consists of grading, paving, drainage, and water/sewer line construction. Anticipate approximately 4,500 tons of asphalt paving and 24,000 cubic yards of earthmoving. The project will also include installation of erosion control measures to comply with permit requirements, and installation of erosion control matting, seeding, and mulching.

ARTICLE 2. ENGINEER.

The Project has been designed by:

PARRISH AND PARTNERS OF NC, PLLC
220 Horizon Drive, Suite 100
Raleigh, NC 27615
336-944-6880

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be completed and ready for final payment within the time specified in Instructions to Bidders.
- 3.2 CONTRACTOR further understands and hereby expressly agrees that in addition to liquidated damages specified in Instructions to Bidders, to pay the OWNER the actual costs to OWNER for any inspector or inspectors necessarily employed by OWNER on the Work and the actual costs to OWNER for the ENGINEER's observation of construction and project representative services including all travel and subsistence expenses after the date specified for the project completion until the Work is completed and ready for final payment. Further, the

CONTRACTOR agrees that the sums to be paid the OWNER may be deducted from the sum due the CONTRACTOR for work performed as provided in Section 80 of the General Provisions and as stated in Special Provisions.

ARTICLE 4. CONTRACT PRICE.

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, Unit Prices submitted on May 8, 2024 and per Unit Bid Prices times the actual approved and accepted quantities with initial contract amount as follows:

BID SCHEDULE: \$ 5,194,276.00

ARTICLE 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Section 90 of the General Provisions and Special Provisions, but in no case shall submit more than one (1) Application for Payment per month unless stated in writing by the ENGINEER. Applications for Payment will be processed by ENGINEER as provided in the General Provisions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, within thirty (30) days after receipt of the CONTRACTOR's verified and approved Application for Payment. All progress payments will be on the basis of the progress of the Work based on the number of units completed as determined by ENGINEER.

5.1.1. Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Section 90 of the General Provisions.

95% of Work completed as determined by ENGINEER.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER if allowed in paragraph 90-07 of the General Provisions).

5.1.2 With each application (excluding the first pay application) for payment, CONTRACTOR shall submit a certified report stating that each Subcontractor has been paid for 95% of the bid item quantities and/or any stored materials as approved for payment by the ENGINEER in all previous applications for payment.

5.1.3 With each application for payment, the CONTRACTOR shall submit a Certified Sales Tax Report. This report must be current within fourteen (14) days of the requested Application for Payment.

5.1.4 With each application for payment, the CONTRACTOR shall submit the Certified Payroll Report for its organization as well as all of its

Subcontractors. This Report must be current within fourteen (14) days of the requested Application for Payment.

- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 50 of the General Provisions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in Section 90 of the General Provisions.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has become familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 6.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including the General Provisions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by CONTRACTOR for such purposes.
- 6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, error or discrepancies that the CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 7. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 7.1 This Agreement (pages C-1 to C-5, inclusive).
- 7.2 Performance, Payment, and other Bonds consisting of pages PB-1 to PB-4, inclusive.
- 7.3 General Provisions and Special Provisions.
- 7.4 Technical Specifications as provided in the Project Manual and applicable NCDOT Specifications.
- 7.5 Complete Plan Set (Drawings), as issued for Bid that has been conformed to incorporate all addenda and changes during bidding.
- 7.6 Addendum Number(s) 1 and 2.
- 7.7 CONTRACTOR'S Bid (all pages, inclusive).
- 7.8 Documentation submitted by CONTRACTOR as required by ENGINEER prior to Notice to Proceed.
 - **Letters of Intent submitted on May 8, 2024, for DBE/MBE/WBE Subcontractors.**
 - **CONTRACTOR'S Quality Control Plan**
 - **Required Submittals**
 - **Any other document as required by the ENGINEER to satisfy federal/state/local requirements.**

There are no Contract Documents other than those listed in this Article 7. The Contract Documents may only be amended, modified, or supplemented as provided in Section 40 of the General Provisions.

ARTICLE 8. MISCELLANEOUS.

- 8.1 Terms used in this Agreement, which are defined in Section 10 of the General Provisions, will have the meanings indicated in the General Provisions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

ARTICLE 9. OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in five counterparts. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This agreement will be effective on _____.

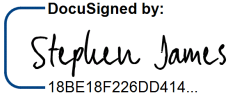
OWNER:

Duplin County Economic Development Commission

By: Dexter B. Edwards

CONTRACTOR:

Chatham Civil Contracting, LLC

By: Stephen James 
_____ 5/28/2024

Preaudited Certification:


(Corporate Seal)

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

Chelsey Lanier

Finance Director

ATTEST: Jaime W. Carr

ATTEST: Andrew Dimmette 
_____ 5/28/2024

Address for giving notices:

OWNER:

260 Airport Road

Kenansville, NC 28349

Address for giving notices:

CONTRACTOR:

120 Lowes Drive

Suite 109

Pittsboro, NC 27312

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: Scotty Summerlin, Economic Development Commission | Meeting Date: June 3 rd , 2024 |
| Subject: Approval of 2023 AirPark Water & Sanitary Sewer Improvements (Construction Administration) Technical Services Agreement | |
| Summary, explanation and background: As work progresses for improvements for AirPark Business & Industry Center, the Duplin EDC will soon begin construction activities. McDavid Associates, Inc. will provide construction administration services including observation and inspections of installation of water and wastewater improvements. McDavid Associates, Inc. completed the engineering and design on the subject work. | |
| Requested Action: Approve the 2023 AirPark Water & Sanitary Sewer Improvements (Construction Administration) Technical Services Agreement with McDavid Associates, Inc. in an amount not to exceed \$170,400.00. and authorize the Chairman to sign. | |
| Budget impact for this fiscal year: Special Project Budget has been set up to receive revenue and expend funds. Work is funded by State directed grants and the NC Commerce Industrial Development Fund. | |
| Budget impact for subsequent years: N/A. | |
| Time needed to explain to Commissioners: 2 minutes. | |
| Attachments: 2023 AirPark Water & Sanitary Sewer Improvements (Construction Administration) Technical Services Agreement with McDavid Associates, Inc. | |
| Instructions for what to do with attachments once approved: Upon approval, send original executed documents back to Duplin County EDC. | |

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.

TECHNICAL SERVICES AGREEMENT
BETWEEN
DUPLIN COUNTY
AND
McDAVID ASSOCIATES, INC.

**2023 AIRPARK WATER AND SANITARY SEWER
IMPROVEMENTS**

MAI: 1-24-0309

Table of Contents

SECTION 1 - TECHNICAL SERVICES AGREEMENT 1

 ARTICLE A - PROJECT SCOPE 1

 ARTICLE B - TECHNICAL SERVICES 1

 ARTICLE C - AGREEMENT AND AMENDMENTS 1

 ARTICLE D - AGREEMENT DOCUMENTS 2

 ARTICLE E - PAYMENT 2

 ARTICLE F - NOTICES 3

 ARTICLE G - DESIGNATION OF *OWNER'S* CONTACT REPRESENTATIVE 4

 ARTICLE H - SUCCESSION 5

SECTION 2 - DEFINITIONS 6

SECTION 3 - GENERAL CONDITIONS 10

 PART 1 AGREEMENT DOCUMENTS 10

 PART 2 COMPLIANCE WITH LAWS AND REGULATIONS, AND
 POLICIES AND PROCEDURES 10

 PART 3 ASSIGNMENT 10

 PART 4 *ENGINEER'S* RESPONSIBILITIES 10

 PART 5 *OWNER'S* RESPONSIBILITIES 13

 PART 6 CONSTRUCTION ADMINISTRATION 14

 PART 7 CERTIFICATIONS BY THE *ENGINEER* 18

 PART 8 CONSTRUCTION CONTRACT TIME ESTIMATES 19

 PART 9 LEGAL REMEDIES/TERMINATION AND SUSPENSION 20

 PART 10 OWNERSHIP AND USE OF DOCUMENTS, PATENTS
 AND TRADEMARKS 20

 PART 11 PROJECT OWNERSHIP, IDENTIFICATION AND CONFIDENTIALITY 21

 PART 12 INSURANCE 21

 PART 13 LIABILITY 21

 PART 14 PAYMENT 21

 PART 15 SEVERABILITY 23

SECTION 4 - SCHEDULES AND EXHIBITS 24

 SCHEDULE A - ENGINEER'S DESCRIPTION OF SERVICES 25

 A. Construction Administration Services 26

 A.1 Construction Administration Description of Services 26

 A.2 Construction Observation Description of Services 30

 SCHEDULE B - BASIC SERVICES FEES 31

 A. Fee Method for Services 32

 B. Basic Services Fees 33

 B.1 Basic Services Fees Based Upon Percentage of Construction Cost,
 Lump Sum, and Hourly Rates with Not To Exceed Limit 33

 B.1.1 Construction Administration (Includes Construction Observation) 34

 C. Exhibits 36

 EXHIBIT A - RATIONALE FOR CONSTRUCTION ADMINISTRATION
 (INCLUDES CONSTRUCTION OBSERVATION) SERVICES .. 36

 Table A-1 Construction Administration Work Plan 36

 Table A-2 Cost Summary for Construction Administration Work Plan 39

SECTION 5 - ATTACHMENTS 40
ATTACHMENT A - SAM.gov Search Report 40
ATTACHMENT B - NC DOA State Debarred Vendors List 43

SECTION 1
TECHNICAL SERVICES AGREEMENT
BETWEEN
DUPLIN COUNTY
AND
MCDAVID ASSOCIATES, INC

This Agreement, made this _____ day of _____, 20____, by and between Duplin County, P.O. Box 910, Kenansville, NC 28349, hereinafter referred to as the *Owner*, and McDavid Associates, Inc., 3714 North Main Street, Farmville, NC 27828 hereinafter referred to as the *Engineer*.

WITNESSETH

That for and in consideration of the mutual covenants and promises between the parties, the *Owner* and the *Engineer* hereby agree as follows:

ARTICLE A - PROJECT SCOPE

A .1 The *Owner* intends to construct with Scope of Work consisting of the construction of water and sanitary sewer facilities for the Airpark Expansion in Duplin County, State of North Carolina, for which the *Engineer* agrees to perform the various technical services as defined herein related to the development, design, construction and activation of the Project.

ARTICLE B - TECHNICAL SERVICES

- B .1 The *Engineer* will provide Services for the PROJECT in accordance with SCHEDULE A - *ENGINEER'S DESCRIPTION OF SERVICES*.
- B .2 Any change to the Services listed in SCHEDULE A - *ENGINEER'S DESCRIPTION OF SERVICES* will be made by written order signed by both parties identifying the change plus adjustments, if any, to the *Engineer's Fees* and Reimbursable Expenses and time for completion of the Services.

ARTICLE C - AGREEMENT AND AMENDMENTS

- C .1 This Agreement constitutes the agreement between the *Owner* and the *Engineer* relating to the Construction Administration and Construction Observation Services.
- C .2 This Agreement may be amended only by a written document signed by both the *Owner* and *Engineer*.

ARTICLE D - AGREEMENT DOCUMENTS

D .1 The following sections and documents form part of and are incorporated into this Agreement:

- D .1.1 SECTION 1 - TECHNICAL SERVICES AGREEMENT
- D .1.2 SECTION 2 - DEFINITIONS
- D .1.3 SECTION 3 - GENERAL CONDITIONS
- D .1.4 SECTION 4 - SCHEDULE A - *ENGINEER'S* DESCRIPTION OF SERVICES
- D .1.5 SECTION 4 - SCHEDULE B - BASIC SERVICES FEES
- D .1.6 SECTION 4 - EXHIBIT B - RATIONALE FOR CONSTRUCTION
ADMINISTRATION (INCLUDES CONSTRUCTION
OBSERVATION) SERVICES
- D .1.7 SECTION 5 - ATTACHMENT A - SAM.GOV SEARCH REPORT
- D .1.8 SECTION 5 - ATTACHMENT B - NC DOA STATE DEBARRED VENDORS LIST

ARTICLE E - PAYMENT

- E .1 The *Owner* will pay to the *Engineer* the Fees as stated within SCHEDULE B - BASIC SERVICES FEES.
- E .2 The *Engineer* will issue monthly invoices for Fees and Reimbursable Expenses.
- E .3 The *Engineer's* invoices are due when presented. Invoices unpaid by the *Owner* 30 days after presentation will bear interest of 1 ½ % per month.

ARTICLE F - NOTICES

- F .1 A Notice will be addressed to the recipient at the address set out below. The delivery of a Notice will be by personal delivery, receipted courier or US Postal Services. A Notice delivered by one party in accordance with this Agreement will be deemed to have been received by the other party on the first Working Day after actual delivery. An address for a party may be changed by Notice to the other party setting out the new address in accordance with this Article.

- F .2 Although the parties may use electronic communications for the purposes of general communication, e-mail will not be used for delivery of a Notice.

- F .3 The addresses for the parties are as follows:

Owner:

Duplin County
(Name of *Owner*)

P.O. Box 910
(Address)

Kenansville, NC 28349
(Address)

Engineer:

McDavid Associates, Inc.
(Name of *Engineer*)

3714 North Main Street, P.O. Drawer 49
(Address)

Farmville, NC 27828
(Address)

ARTICLE G - DESIGNATION OF OWNER'S CONTACT REPRESENTATIVE

G .1 The *Owner's* representative and contact person for this Project is:

Scotty Summerlin, Economic Development Director
(*Owner's* Representative Name) (Title)

(910) 296-2180
(*Owner's* Representative Phone Number)

scott.summerlin@duplincountync.com
(*Owner's* Representative Email Address)

ARTICLE H - SUCCESSION

H .1. This Agreement will inure to the benefit of and be binding upon the parties, and upon their executors, administrators, successors and permitted assigns.

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

OWNER:

ATTEST:

Duplin County
(Name of *Owner*)

(SEAL)

(Signature)

(Signature)

Dexter Edwards
(Type Name)

Jaime Carr
(Type Name)

Chairman, Board of Commissioners
(Type Title)

Clerk of the Board
(Type Title)

ENGINEER:

ATTEST:

McDavid Associates, Inc.

(SEAL)

(Signature)

(Signature)

Richard B. Moore
(Type Name)

Joseph W. McKemey
(Type Name)

President
(Type Title)

Secretary
(Type Title)

“This instrument has been preaudited in the manner requested by the Local Government Budget And Fiscal Control Act”

Chelsey Lanier, Finance Officer

SECTION 2**DEFINITIONS****1. Construction Contract**

Construction Contract means the contract between the *Owner* and the Contractor for the performance of the Work by the Contractor.

2. Construction Administration Services

Construction Administration Services means those services, if any, which relate to the administration of the Public Facility Construction Contract and which are identified as such in SCHEDULE A - *ENGINEER'S DESCRIPTION OF SERVICES* and which form part of the Services.

3. Construction Contract Documents

Construction Contract Documents means all documents relating to the Work issued by or through the *Engineer* that are incorporated into the Construction Contract and all variations and modifications issued by or approved by the *Engineer*.

4. Construction Contract Time (Construction Period)

Construction Contract Time or Construction Period means the period from the Notice To Proceed with the Work issued to the Contractor to the contractual completion date of the Work in accordance with the Construction Contract.

5. Construction Cost

Construction Cost means the total cost to the *Owner* of the Work, and includes:

- (a) all materials, equipment, labor, Contractor's overhead and profit provided in accordance with the Construction Contract Documents;
- (b) the cost of all installation for the Project carried out by parties other than the Contractor;
- (c) the cost of all Work carried out under the Construction Contract
- (d) refunds or sales tax exemptions on any materials or equipment, or both;
- (e) the cost of Work carried out by direct labor or direct purchase of materials or equipment by the *Owner* at prevailing prices;
- (f) the value of new or old materials provided by the *Owner*;
- (g) the value of any monetary damages or set offs retained by the *Owner* from the Contractor with respect to the Work;

but does not include:

- (h) Fees and Reimbursable Expenses of the *Engineer*;
- (i) the Fees and Reimbursable Expenses of Consultant of the *Owner*;
- (j) the salary of the *Owner's* representative or other salary and administrative costs of the *Owner*;
- (k) the cost of land and any related rights or easements; or

- (l) the costs of items, such as equipment, furniture or fixtures, that do not form a part of the Construction Contract.

6. Construction Period (Construction Contract Time)

Construction Period or Construction Contract Time means the period from the Notice To Proceed with the Work issued to the Contractor to the contractual completion date of the Work in accordance with the Construction Contract.

7. Consultant or Consultant of the Owner

Consultant or Consultant of the *Owner* means a registered or licensed professional *Engineer*, architect, or other specialist engaged directly by the *Owner* other than the *Engineer* or Sub-Consultants of the *Engineer*.

8. Contractor

Contractor means a person or entity contracting with the *Owner* to perform some or all of the Work.

9. Coordinate or Coordination

Coordinate or Coordination, when referring to the Services of the *Engineer*, means the management and supervision of communications between the *Engineer* and a Sub-Consultant or a Consultant of the *Owner*.

10. Description of Services

Description of Services means those services that are identified in Schedule A - *Engineer's* Description of Services.

11. Engineering Documents

Engineering Documents means drawings, plans, models, designs, specifications, reports, photographs, computer software if proprietary to the *Engineer*, surveys, calculations and other data, including computer print outs, contained in the Construction Contract Documents or which are otherwise used in connection with the Project, and which were prepared by or on behalf of the *Engineer* and are instruments of service for the execution of the Work. Engineering Documents are the property of the *Engineers*.

12. Fees

Fees means those fees that are identified in SCHEDULE B - BASIC SERVICES FEES, and which are payable by the *Owner* to the *Engineer*. BASIC SERVICES FEES include CONSTRUCTION ADMINISTRATION AND CONSTRUCTION OBSERVATION

13. Hazardous Substances

Hazardous Substances means any toxic or hazardous solid, liquid, gaseous, thermal, or electromagnetic irritant or contaminant, and includes, without limitation, pollutants, molds, and hazardous and special materials and wastes whether or not defined as such in any federal, provincial, territorial, or municipal laws, statutes, or regulations.

14. Loan/Grant Administration Services

Loan/Grant Administration Services shall mean State related compliance issues, tracking of project expenditures, Project Budget Ordinance amendments, filing requisitions with funding agency, tracking reimbursements/payments of loan and grant funds to the *Owner*, coordination with funding agency, and filing project status reports with funding agency.

15. Notice

Notice means a written communication between the parties that is delivered in accordance with the provisions of SECTION 1 - ARTICLE G - NOTICES. Use of the verb “**to notify**” means to send a Notice in the above manner.

16. Owner's Representative

Owner's Representative is the person(s) designated by the *Owner* who has the authority to transmit instructions, make Project related decisions and to receive information from the *Engineer*.

17. Place of the Work

Place of the Work means the designated site or location of the Work identified in this Technical Services Agreement.

18. Project

Project means the total endeavor contemplated within the Services and the Work.

19. Project Budget

Project Budget means the estimated cost of the Work, including the Services and other professional services, but excluding expenses relating to site acquisition, promotion and marketing.

20. Private Property

Private Property means Project improvements that will not be owned, operated, or maintained by the *Owner*.

21. Public Facility

Public Facility means Project improvements owned, operated, and maintained by the *Owner*.

22. Reimbursable Expenses

Reimbursable Expenses means those expenses that are identified in SCHEDULE B - BASIC SERVICES FEES (which are above and beyond the Fees for Services) and which are payable by the *Owner* to the *Engineer*.

23. Scope of Work (Scope)

Scope means an overview or summary of the Work.

24. Services

Services means those services that are identified in SCHEDULE A - *ENGINEER'S DESCRIPTION OF SERVICES*.

25. Shop Drawings

Shop Drawings means drawings, diagrams, illustrations, schedules, performance charts, technical brochures, and other data that are to be provided by the Contractor or by others to illustrate details of a portion of the Work.

26. Sub-Consultant or Sub-Consultant of the *Engineer*

Sub-Consultant or Sub-Consultant of the *Engineer* means any registered or licensed professional *Engineer*, architect, or other specialist engaged by the *Engineer* to perform a discreet scope of services in connection with the Project, but does not include employees of the *Engineer* or Consultants working under a personal services agreement with the *Engineer*.

27. Substantial Completion of the Work

Substantial Completion will have been reached when the Work is ready for use or is being used for the purpose intended and is so certified by the *Engineer*.

28. Suspension Expenses

Suspension Expenses means expenses incurred by the *Engineer*, including demobilization and remobilization expenses, which are directly attributable to suspension of the Services by the *Owner*.

29. Technical Services Agreement or Agreement

Technical Services Agreement or Agreement means this agreement between the *Owner* and the *Engineer*, including all of the documents identified in SECTION 1, ARTICLE D - AGREEMENT DOCUMENTS and any amendments thereto.

30. Termination Expenses

Termination Expenses means expenses incurred by the *Engineer* which are directly attributable to termination of the Services and include the *Engineer's* expenses reasonably and necessarily incurred in winding down the Services.

31. Work

Work means the total construction and related Services required by the Construction Contract.

32. Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday or statutory vacation day that is observed by the construction industry. Reference to a day, other than a Working Day, indicates a calendar day.

END OF SECTION

SECTION 3

GENERAL CONDITIONS

PART 1 AGREEMENT DOCUMENTS

- GC 1.1 The documents which make up the Technical Services Agreement are complementary, and what is required by any one will be as binding as if required by all.
- GC 1.2 Words and abbreviations with well known technical or trade meanings are used in the Technical Services Agreement Documents in accordance with such recognized meanings.
- GC 1.3 References in the Technical Services Agreement Documents to the singular will be considered to include the plural as the context requires.
- GC 1.4 Reference in the Technical Services Agreement Documents to regulations and codes are considered to be references to the latest published version as of the signature date of the Technical Services Agreement, unless otherwise indicated.

PART 2 COMPLIANCE WITH LAWS AND REGULATIONS, AND POLICIES AND PROCEDURES

- GC 2.1 *Engineer* and *Owner* shall comply with applicable Laws and Regulations.
- GC 2.2 Prior to the effective date of this Agreement, *Owner* provided to the *Engineer* in writing any and all policies and procedures of *Owner* applicable to *Engineer's* performance of Services under this Agreement. *Engineer* shall comply with such policies and procedures, subject to the industry Standard of Care, to the extent compliance is not inconsistent with professional practice requirements.
- GC 2.3 This Agreement is based on Laws and Regulations and *Owner*-provided written policies and procedures as of the effective date of this Agreement. Changes after the effective date to these Laws and Regulations, or to the *Owner*-provided written policies and procedures, may be the basis for modifications to *Owner's* responsibilities to *Engineer's* Description of Services, times of performance, or compensation.
- GC 2.4 The *Owner* acknowledges receipt of sufficient information from the *Engineer*, including information concerning the Fees and Services of the *Engineer*, so as to allow the *Owner* to assess the nature, extent and cost of the Services of the *Engineer* and the obligations which the *Owner* assumes under this Technical Services Agreement.

PART 3 ASSIGNMENT

- GC 3.1 Neither party may assign this Technical Services Agreement in whole or part without the written consent of the other, which consent will not be unreasonably withheld.

PART 4 ENGINEER'S RESPONSIBILITIES

- GC 4.1 The *Engineer* is bound by the legislation governing the *Engineer's* profession. Nothing in this Technical Services Agreement requires the *Engineer* to derogate from obligations prescribed by law that are binding upon the *Engineer*.

- GC 4.2 The *Engineer* will perform its Work in accordance with the generally accepted Standards of Care customarily utilized by competent engineering firms in effect at the time the *Engineer's* Work is rendered. The Standards of Care for all professional engineering and related services performed or furnished by the *Engineer* under this Agreement will be the care and skill ordinarily used by members of the engineering profession practicing under similar circumstances at the same time and in the same locality. *Engineer* makes no warranties, express or implied, under this Agreement or otherwise, in connection with *Engineer's* Services.
- GC 4.3 Subject to the Standard of Care, the *Engineer* and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, technical standards, and utility company as-builts.
- GC 4.4 The *Engineer* will consult with *Owner* and act as *Owner's* representative as provided in the Construction Contract Documents. All of the *Owner's* instructions to the Contractor will be issued through the *Engineer*, which shall have authority to act on behalf of the *Owner* in dealings with the Contractor to the extent provided in this Agreement and the Construction Contract Documents except as otherwise provided in writing.
- GC 4.5 The *Engineer* will provide the Services in accordance with this Technical Services Agreement and with the degree of care, skill, and diligence normally provided by *Engineers* in the performance of comparable services in respect of projects of a similar nature to that contemplated by this Technical Services Agreement.
- GC 4.6 The *Engineer* will maintain records of Reimbursable Expenses and time records for Services performed for which the Fee is computed on an hourly basis. These records will be maintained to acceptable accounting standards and made available to the *Owner* at mutually convenient times during the term of the Technical Services Agreement for a period not exceeding one year following Project closeout.
- GC 4.7 The *Engineer* will:
- (a) not be responsible for the performance by the Contractor, subcontractors, suppliers or any other contractors of the Work or for the failure of any of them to carry out the Work in accordance with the Construction Contract;
 - (b) not at any time supervise, direct, control, or have authority over any Contractor Work;
 - (c) not be responsible for, nor control, direct or supervise, the construction methods, means, techniques, sequences or procedures of the Contractor, subcontractors, suppliers, or any other contractors;
 - (d) not be responsible for acts or omissions of the Consultant of the *Owner*, or the Contractor, subcontractors, suppliers, or any other Contractor;
 - (e) not be responsible for safety precautions and programs required in connection with the Work or for general site safety at the Place of the Work under applicable health and construction safety legislation at the Place of the Work;
 - (f) not be responsible for failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing of the Work;
 - (g) not guarantee the performance of the Contractor nor assume any responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents;
 - (h) not provide or have any responsibility for surety bonding or insurance related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements;

- (i) not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except *Engineer's* own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by the *Engineer*;
- (j) not be responsible for the advice of any independent expert engaged either by the *Owner* or the Contractor, whether or not recommended by the *Engineer*; and
- (k) not be responsible to make exhaustive or continuous on-site reviews.

GC 4.8 The *Engineer* may engage Sub-Consultants to enable the *Engineer* to provide the Services. Should the *Owner* reasonably object to a Sub-Consultant engaged by the *Engineer*, the *Owner* may request the *Engineer* to replace the Sub-Consultant. In this event, the *Owner* will pay all costs resulting from termination and replacement of that Sub-Consultant and the parties will adjust the Fees and time for completion of the Services to take into account the termination and replacement.

GC 4.9 The *Engineer* will coordinate the activities of its Sub-Consultants.

GC 4.10 While at the Site, the *Engineer* will comply with the specific applicable requirements of the Contractor's and *Owner's* safety programs of which the *Engineer* has been informed in writing.

GC 4.11 The *Engineer* is entitled to rely upon the accuracy and completeness of information and data furnished by the *Owner*, including information and data originating from a Consultant of the *Owner*, whether such Consultant is engaged at the request of the *Engineer*, the *Owner* or otherwise.

GC 4.12 The *Engineer* is entitled to rely upon the accuracy and completeness of records, information, data and specifications furnished by:

- (a) government authorities and public utilities; and
- (b) by manufacturers and suppliers of equipment, material or supplies.

Should such records, information, data, and specifications prove to be erroneous or inaccurate, the *Engineer* is entitled to make the necessary changes to the Engineering Documents at the expense of the *Owner*.

GC 4.13 The *Engineer* is not responsible for manufacturing defects in equipment, material or supplies specified or recommended by the *Engineer*.

GC 4.14 The *Engineer* will not be liable for the failure of any manufactured product or any manufactured or factory assembled system of components to perform in accordance with the manufacturer's specifications, product literature or written documentation.

GC 4.15 The *Engineer* is not responsible for the identification, reporting, analysis, evaluation, presence, handling, removal or disposal of Hazardous Substances at or adjacent to the Place of Work.

GC 4.16 The *Engineer* will not accept a commission or other compensation from a manufacturer, supplier or Contractor involved in the Project except as approved by *Owner*. The *Engineer* will have no financial interest in the materials or equipment specified or recommended by the *Engineer* as part of the Services. However, ownership of less than 1% of the securities issued by a company whose securities are traded on a recognized securities exchange will not be deemed to constitute a financial interest. The *Engineer* may provide services as a Sub-Contractor to the Contractor for Allowance services defined in the Contract Documents.

GC 4.17 Where the *Engineer* does not provide Construction Administration Services under this Technical Services Agreement but the *Owner* nevertheless requests the *Engineer* to attend at the Place of the Work for any reason, the *Engineer* will not incur any liability to the *Owner* for having attended at the Place of the Work unless the *Owner* makes a specific request to the *Engineer* in writing stating why the *Owner* has requested the *Engineer's* attendance and the *Engineer* has agreed to attend for that sole purpose. In such event, the only responsibility of the *Engineer* will be to respond to the *Owner's* specific request provided such request falls within the mandate and competence of the *Engineer*.

PART 5 OWNER'S RESPONSIBILITIES

GC 5.1 The *Owner* will promptly fulfill all of the *Owner's* responsibilities so as not to impede the *Engineer's* orderly performance of the Services.

GC 5.2 The *Owner* will fully advise the *Engineer* in writing of the *Owner's* requirements in connection with the Project, including the Project Budget and time constraints of the *Owner*.

GC 5.3 The *Owner* will provide to the *Engineer* all criteria and full information as to the *Owner's* requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and furnish copies of all design and construction standards which *Owner* will require to be included in the Construction Documents, and furnish copies of *Owner's* standard forms, conditions, and related documents for *Engineer* to include in the Contract Documents.

GC 5.4 The *Owner* will make available to the *Engineer* all information or data pertinent to the Project including reports and data relative to previous designs, or investigations at or adjacent to the Site which is required by the *Engineer* to perform the Services.

GC 5.5 The *Owner*, when so notified by the *Engineer*, will directly engage the services of a specialist to provide information or to perform ancillary services that are necessary to enable the *Engineer* to carry out the Services. Ancillary services may include, but are not limited to, topographic surveys and mapping of the Place of the Work, site services reports, technical investigations, geotechnical reports, quantity surveys and testing services. The parties will jointly agree on the selection of any such specialist. The *Engineer* may provide ancillary services for the *Owner* as additional Services.

GC 5.6 The *Owner* will provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of *Owner*, prior to their incorporation into the Work.

GC 5.7 Should the *Owner* not provide the information required by the *Engineer* to perform the Services as mentioned in GC 5.4 or not accept the request of the *Engineer* to engage a specialist as mentioned in GC 5.5, the *Engineer* will be entitled at the *Engineer's* option and upon a further Notice to the *Owner* either to terminate this Technical Services Agreement or to be relieved of any responsibility for the consequences of the *Owner's* decision not to provide the information or to engage a specialist as requested by the *Engineer*.

GC 5.8 The *Owner* will promptly consider requests by the *Engineer* for directions or decisions and diligently inform the *Engineer* of the *Owner's* direction or decision within a reasonable time so as not to delay the Services.

GC 5.9 The *Owner* gives the *Engineer* the authority to act as the *Owner's* agent in all matters falling within the scope of the *Engineer's* Services.

GC 5.10 The *Owners* will pay the *Engineer* as provided in this Technical Services Agreement.

- GC 5.11 The *Owner* will provide those legal, accounting, insurance, bonding and other consulting services which are necessary for the completion of Services of the *Engineer*. If the *Owner* is unable to provide such consulting services and requests the *Engineer* to do so, the *Owner* will reimburse the *Engineer* for expenses incurred in securing any such consulting services.
- GC 5.12 The *Owner* is responsible for obtaining legal advice regarding requests for a proposal, or information, bids, contract awards and the like, regarding the Project. The *Owner* is responsible for decisions relating to the issuance, validity or award of proposals or bids and for the resulting consequences, even where the Services require the *Engineer* to review or assist in the preparation of proposals or bids and the like or to make recommendations regarding them or regarding the qualification or selection of bidders.
- GC 5.13 The *Owner* will designate in writing an individual to act as the *Owner's* representative who will have authority to transmit instructions, make Project related decisions, and receive information from the *Engineer*.
- GC 5.14 The *Owner's* Representative will attend the Pre-Bid Conference, Bid Opening, Pre-Construction Conference, Progress meetings, Substantial Completion Inspection, Final Inspection and all field trips as requested by the *Engineer*.
- GC 5.15 The *Owner* will promptly notify the *Engineer* whenever the *Owner* or the *Owner's* representative becomes aware of any defects or deficiencies in the Services, the Engineering Documents or in the Construction Contract Documents.
- GC 5.16 The *Owner* will obtain and pay for required approvals, licences, and permits from municipal, governmental or other authorities having jurisdiction over the Project so as not to delay the *Engineer* in the performance of the Services.
- GC 5.17 The *Owner* will not enter into contracts with Consultants of the *Owner* or Contractors that are incompatible or inconsistent with the Services to be provided under this Technical Services Agreement.

PART 6 CONSTRUCTION ADMINISTRATION

- GC 6.1 This PART 6 CONSTRUCTION ADMINISTRATION applies only when and to the extent that the *Engineer* provides Construction Administration Services under SCHEDULE A - *ENGINEER'S DESCRIPTION OF SERVICES*.
- GC 6.2 Construction Administration Services provided by the *Engineer* are for the benefit of the *Owner*.
- GC 6.3 The *Engineer* will have authority to act on behalf of the *Owner* but only to the extent provided in the Construction Administration Services.
- GC 6.4 The *Owner* may modify or extend the duties, responsibilities, and authority of the *Engineer* as set forth in the Construction Administration Services with the written consent of the *Engineer*.
- GC 6.5 Notices, instructions, requests, claims, or other communications between the *Owner* and the Contractor and between the *Owner* and any Consultants of the *Owner* will be made by or through the *Engineer*, unless the *Owner* notifies the *Engineer* otherwise.
- GC 6.6 The *Engineer*, in the first instance, will be the interpreter of the requirements of the Engineering Documents and will make findings on all claims made by either the *Owner* or the Contractor under the Construction Contract, and on all matters relating to the interpretation of the Engineering Documents, unless otherwise provided in the Construction Contract.

- GC 6.7 The *Engineer*, if specified in the Construction Administration Services and in the contracts among the *Owner* and its Consultants, will coordinate the activities of the Consultants of the *Owner*.
- GC 6.8 The *Engineer* will visit the Place of the Work at such intervals as the *Engineer*, in the *Engineer's* judgement, considers to be appropriate relative to the progress of construction in order to enable the *Engineer* to assess whether the Contractor is carrying out the Work in general conformity with the Engineering Documents. Only Work which the *Engineer* has reviewed during the construction will be considered to have been assessed. Should the *Engineer* comment on parts of the Work which the *Engineer* has not reviewed, the comments of the *Engineer* must be construed as being assumptions only and must not be relied upon unless the *Owner* notifies the *Engineer* to review, and the *Engineer* reviews, the parts of the Work in question.
- GC 6.9 The *Engineer* is not responsible for performance of the Construction Contract. The Contractor is solely responsible for the execution, quality, schedule and cost of the Work.
- GC 6.10 The *Engineer* is not responsible to the *Owner*, the Contractor or any Consultant of the *Owner* for the means, methods, techniques, sequences, procedures and use of equipment for the Project, whether or not reviewed by the *Engineer*, which are employed by the Contractor or by a Consultant of the *Owner* in executing, designing or administering the Work; or for the services of a Consultant of the *Owner*; or for commissioning and start-up of any facility or equipment, or for health and safety precautions and programs incidental to the Project or to the commissioning and start-up of any facility or equipment.
- GC 6.11 No acceptance by the *Engineer* of the Work or of the services of the Consultants of the *Owner*, whether express or implied, will relieve the Contractor or the Consultants of the *Owner* from their responsibility to the *Owner* for the proper performance of the Work or their services.
- GC 6.12 Unless otherwise specifically stated within the Engineering Documents or included in the Construction Administration Services, the Contractor's Shop Drawings will be reviewed by the *Engineer* only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Construction Contract Documents. The *Engineer's* review of Shop Drawings is not for the purpose of determining the feasibility or constructability of the Work detailed with the Shop Drawings or the accuracy or completeness of:
- (a) details such as dimension and quantities;
 - (b) instructions for installation or performance of equipment or systems;
 - (c) Contractor's construction means, methods, techniques, sequences or procedures; or
 - (d) safety precautions for those engaged in the Work or others at the Place of the Work.
- GC 6.13 Where required by the Services, at the end of the Project the *Engineer* will compile and deliver to the *Owner* a reproducible set of record documents showing significant changes made to the Work, based upon, without additional verification on the part of the *Engineer*, updated record drawings, as-built and other data provided by the Contractor, Consultants of the *Owner*, or other parties.
- GC 6.14 Construction Observation
- (a) *Engineer* shall furnish a Construction Observer to assist the *Engineer* in observing progress and quality of the Work. The Construction Observer will provide full time representation or may provide representation to a lesser degree if requested by the *Owner*.

- (b) Through Construction Observation of Contractor's work-in-progress and field checks of materials and equipment, *Engineer* shall endeavor to provide further protection for *Owner* against defects and deficiencies in the Work. However, *Engineer* shall not, during such Construction Observations field checks or as a result of such Construction Observations of Contractor's work-in-progress, supervise, direct, or have control over Contractor's Work, nor shall *Engineer* or the Construction Observer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, for security or safety at the Site, for safety precautions and programs incident to any Contractor's work-in-progress, or for any failure of a Contractor to comply with Laws and Regulations applicable to such Contractor's performing and furnishing of its Work. The *Engineer* neither guarantees the performances of any Contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- (c) The duties and responsibilities of the Construction Observer are as follows:
- (1) General: Construction Observer is *Engineer's* representative at the Site. The Construction Observer will act as directed by and under the supervision of the *Engineer*, and will confer with *Engineer* daily regarding Construction Observer's actions. Construction Observer's dealings in matters pertaining to the Contractor's work-in-progress shall only be with the *Engineer* and the Contractor. Construction Observer's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.
 - (2) Schedules: Review Progress Schedule, Schedule of Shop Drawings, Schedule of Values prepared by the Contractor and consult with *Engineer* concerning acceptability.
 - (3) Conferences and Meetings: Attend meetings with Contractor, to include but not limited to: pre-construction conferences, progress meetings, job conferences and other Project related meetings.
 - (4) Liaison: Serve as *Engineer's* liaison with Contractor.
 - a) Work principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b) Assist *Engineer* in serving as *Owner's* liaison with Contractor.
 - c) Assist in obtaining from *Owner* additional details or information as required for proper execution of the Work.
 - (5) Interpretation of Contract Documents: Report to *Engineer* when clarifications and interpretation's of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the *Engineer*.
 - (6) Shop Drawings and Samples:
 - a) Record date of receipt of Samples and Shop Drawings.
 - b) Receive Samples provided by Contractor and notify *Engineer* and *Owner* of availability of Samples for examination.
 - c) Ensure all material delivered to the Site is in compliance with approved Shop Drawings prior to installation.
 - d) Advise *Engineer* and Contractor of the commencement of any portion of the Work requiring Shop Drawing or Sample submittals for which the submittals have not been approved by the *Engineer* and *Owner*.

- (7) Review of Work and Rejection of Defective Work:
- a) Conduct on-site observations of Contractor's work-in-progress to assist *Engineer* in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b) Report to the *Engineer* any part of Contractor's work-in-progress that:
 - 1) Is not in conformance with the Contract Documents.
 - 2) Will not produce a completed Project that conforms with the Contract Documents.
 - 3) Will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
 - 4) Has been damaged, or does not meet the requirements of any inspection, test or approval and advise the *Engineer* of that portion of the work-in-progress that should be corrected or rejected or uncovered for additional observation, or requires special testing, inspection or approval.
- (8) Inspections, Test, and System Startup:
- a) Consult with *Engineer* in advance of scheduled inspections, test, and system startups.
 - b) Verify that test, equipment, system start-ups, and operating and maintenance training are conducted in the presence of appropriate *Owner's* personnel, and maintain records thereof.
 - c) Observe, record and report to *Engineer* appropriate details relative to test procedures and system start-ups.
 - d) Accompany visiting inspectors representing *Owner*, public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to the *Engineer*.
- (9) Records:
- a) Maintain orderly files of Project related correspondence, reports of job conferences, Contract Documents to include addenda, change orders, field orders, work change directives, *Engineer's* clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project related documents.
 - b) Prepare a daily report, recording Contractor's hours on the Site, weather conditions, data relative to questions regarding change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, Contractor's non-compliance with Contract Documents and non-compliance of Contractor's progress compared to Project schedule.
 - c) Maintain names, addresses, email addresses and phone numbers of all Contractor's, Subcontractor's and major Supplier's key personnel.

- d) Ensure Contractor's codification of equipment operation and maintenance manuals and certificates delivered with equipment and Project Shop Drawings are maintained by the Contractor in a timely manner for delivery to *Owner* at Project completion.

(10) Reports:

- a) Report to the *Engineer* daily detailing progress of the Contractor's work-in-progress to date and proposed work-in-progress for the immediate future.
- b) Draft and recommend to *Engineer* proposed change orders, work change directives, and field orders along with supporting information and field measurements.
- c) Provide to the *Engineer* copies of all inspections, test, and system startup reports within 24 hours after event.
- d) Notify the *Engineer* of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes or the existence of any change condition.

(11) Payment Request: Review applications for payment with Contractor's representative prior to submission to *Engineer* for verification of accuracy. Confirm with *Engineer* accuracy of Contractor's application for payment and Construction Observers approval thereof.

(12) Project Completion:

- a) Participate in determination of Substantial Completion.
- b) Preparation of Project list of deficiencies and observation of the correction thereof by the Contractor.
- c) Participation in final inspection.
- d) Participation in final acceptance of the Project.

(13) Construction Observer shall not:

- a) Authorize any deviation from the Contract Documents or substitution of materials or equipment.
- b) Exceed limitations of *Engineer's* authority as set forth within this Agreement.
- c) Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
- d) Advise, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's Work.
- e) Advise, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connections with the activities or operations of *Owner* or Contractor.

PART 7 CERTIFICATIONS BY THE ENGINEER

GC 7.1 This PART 7 CERTIFICATIONS BY THE ENGINEER applies only when and to the extent that the Engineer is required to issue certifications under SCHEDULE A - ENGINEER'S DESCRIPTION OF SERVICES.

- GC 7.2 The *Engineer* will issue those certifications which the *Engineer* is required to give as part of the Services with the degree of care, skill, and diligence normally provided by *Engineers* issuing comparable certifications in respect of projects of a similar nature to that contemplated by this Technical Services Agreement, based upon data reasonably available to the *Engineer*.
- GC 7.3 If included in the Construction Administration Services, the *Engineer's* issuance of a certificate for payment constitutes a representation by the *Engineer* to the *Owner*, based on the Construction Administration Services performed by the *Engineer* and on review of the Contractor's schedule of values and applications for payment, that, to the best of the *Engineer's* information and belief.
- (a) the Work has progressed to the value indicated;
 - (b) Work observed by the *Engineer* while performing Construction Administration Services conforms generally with the Construction Contract Documents; and
 - (c) the Contractor is entitled to payment in the amount certified.
- GC 7.4 The *Engineer's* issuance of a certificate for payment is subject to:
- (a) review and evaluation of the Work, to the extent specified in the Services, as it progresses for general conformity with the Construction Contract Documents;
 - (b) the results of any subsequent tests required by the Construction Contract Documents;
 - (c) correction of deviations from the Construction Contract Documents detected prior to completion or after completion, as the case may be; and
 - (d) any specific qualifications stated in the certificate for payment.
- GC 7.5 The *Engineer's* issuance of a certificate for payment is not a representation that the *Engineer* has inquired into the Contractor's:
- (a) use or allocation of monies paid on account of the contract price specified in the Construction Contract; or
 - (b) compliance with obligations imposed on the Contractor by law, including requirements of workplace health and safety legislation at the Place of the Work.

PART 8 CONSTRUCTION CONTRACT TIME ESTIMATES

- GC 8.1 This PART 8 - CONSTRUCTION CONTRACT TIME ESTIMATES applies only in the event the Services require the *Engineer* to provide the *Owner* with an estimate of the Construction Contract Time, whether to assist the *Owner* with a call for tenders for the Work or otherwise.
- GC 8.2 The parties acknowledge that an estimate of Construction Contract Time provided by the *Engineer* is subject to change and is contingent upon factors, including market forces, over which the *Engineer* has no control. The *Engineer* does not guarantee the accuracy of such estimates nor does the *Engineer* represent that performance will not vary from such estimates and time for performances.

PART 9 LEGAL REMEDIES/TERMINATION AND SUSPENSION

- GC 9.1 This Technical Services Agreement is terminated on the earliest of:
- (a) the date when the *Engineer* has performed all of the Services; or
 - (b) the date of termination if termination occurs in accordance with this GC 9 TERMINATION AND SUSPENSION.
- GC 9.2 Either party may terminate the Services with or without cause upon thirty (30) day advance written Notice.
- GC 9.3 If the *Engineer* is in material default in the performance of any of the *Engineer's* obligations under this Technical Services Agreement, the *Owner* will notify the *Engineer* that the default must be corrected. If the *Engineer* does not correct the default within 30 days after receipt of such Notice or if the *Engineer* does not take reasonable steps to correct the default provided the default can be corrected immediately, the *Owner* may terminate this Technical Services Agreement upon further Notice to the *Engineer*, without prejudice to any other rights or recourses of the *Owner*. Such termination will not release the *Owner* from its obligation to pay all Fees and Reimbursable Expenses incurred by the *Engineer* up to the date of termination in the manner provided in this Technical Services Agreement.
- GC 9.4 If the *Owner* is in the material default in the performance of any of the *Owner's* obligations set forth in this Technical Services Agreement, including but not limited to the non-payment of Fees and Reimbursable Expenses of the *Engineer* in the manner specified in this Technical Services Agreement, the *Engineer* will notify the *Owner* that the default must be corrected. If the *Owner* does not correct the default within 30 days after receipt of such Notice, the *Engineer* may terminate this Technical Services Agreement upon further Notice to the *Owner*. In such event, the *Owner* will promptly pay the Fees and Reimbursable Expenses of the *Engineer* that are incurred and unpaid as of the date of such termination, plus the Termination Expenses, without prejudice to any other rights or recourses of the *Engineer*.
- GC 9.5 If the *Owner* is unwilling or unable to proceed with the Project, the *Owner* may suspend or terminate this Technical Services Agreement by Notice of 30 days to the *Engineer*. Upon receipt of such Notice, the *Engineer* will perform no further Services other than those reasonably necessary to suspend or terminate that portion of the Project for which the *Engineer* is responsible. In such event, the *Owner* will pay all the Fees and Reimbursable Expenses incurred by the *Engineer* up to the date of suspension or termination, plus the Suspension Expenses or Termination Expenses, as the case may be, in the manner provided for in this Technical Services Agreement.
- GC 9.6 If the *Owner* suspends performance of the Services at any time for more than 30 consecutive or non-consecutive days through no fault of the *Engineer*, then the *Engineer* may choose to terminate this Technical Services Agreement upon Notice to the *Owner*. In the event, the *Owner* will promptly pay the Fees and Reimbursable Expenses of the *Engineer* that are incurred and unpaid as of the date of such termination, plus the Termination Expenses, without prejudice to any other rights or recourses of the *Engineer*.

PART 10 OWNERSHIP AND USE OF DOCUMENTS, PATENTS AND TRADEMARKS

- GC 10.1 The *Engineer* retains ownership of all patents, trademarks, copyrights, industrial or other intellectual property rights resulting from the Services or from concepts, products, or processes which are developed or first reduced to practice by the *Engineer* in performing the Services. The *Owner* will not use, infringe or appropriate such proprietary rights without the prior consent and compensation of the *Engineer*.
- GC 10.2 Provided the Fees and Reimbursable Expenses of the *Engineer* are paid, the *Owner* will have a non-exclusive license to use any proprietary concept, product or process of the *Engineer* which relates to or results from the Services for the life of the Project and solely for purposes of its maintenance and repair.

GC 10.3 The *Engineer* warrants that the drawings, and calculations developed by the *Engineer* under this Technical Services Agreement will not infringe the patent, copyright, trade mark or other intellectual property rights of another person.

PART 11 PROJECT OWNERSHIP, IDENTIFICATION AND CONFIDENTIALITY

GC 11.1 Information regarding the design, functionality, equipment, management, costs, or progress of the Project is confidential where one party has notified the other party of the confidential or proprietary nature of such information and where such information is not public knowledge. The parties agree not to disclose confidential information to third parties, except to the extent required for performance of the Services or where required by law or by mutual consent of the parties.

PART 12 INSURANCE

GC 12.1 Where the Project involves construction, the *Owner* will provide or arrange for Project specific liability insurance and property (builder's risk) insurance and include the *Engineer* thereunder as an additional insured.

GC 12.2 The *Engineer* shall secure and maintain at his expense insurance that will protect him and the *Owner*, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of Services under this Agreement.

PART 13 LIABILITY

GC 13.1 The *Engineer* will not be liable for the failure of any manufactured product or any manufactured or factory assembled system of components to perform in accordance with the manufacturer's specifications, Project literature or written documentation.

GC 13.2 The *Engineer* is not responsible for the identification, reporting, analysis, evaluation, presence, handling, removal or disposal of Hazardous Substances at or adjacent to the Place of the Work, unless specified in SCHEDULE A - *ENGINEER'S DESCRIPTION OF SERVICES*, or for the exposure of persons, property or the environment to Hazardous Substances at or adjacent to the Place of the Work.

GC 13.3 Each party to this Agreement shall indemnify and save harmless the other party from and against all claims, actions, losses, expenses, costs or damages that the other party may suffer, sustain or incur arising from the other party's negligent acts or the negligence of the other party's employees, directors, officers, Consultants, sub-consultants or agents in the performance of this Agreement.

PART 14 PAYMENT

GC 14.1 The *Owner* will pay to the *Engineer* the amount of the Fees and Reimbursable Expenses when invoiced by the *Engineer* for Services which have been rendered, in accordance with this Agreement.

GC 14.2 In the event the *Owner* disputes in good faith a portion of the Fees and Reimbursable Expenses invoiced by the *Engineer*, the *Owner* will pay the uncontested portion within the prescribed time.

GC 14.3 The Fees and Reimbursable Expenses established within this Technical Services Agreement are based upon the following:

- (a) the total funds budgeted at the time this Technical Service Agreement was executed;
- (b) the Scope of Work;

- (c) the *Engineer's* Description of Services;
- (d) the Construction Contract Time; and
- (e) the number of Construction Contracts anticipated.

If any of the parameters listed above change which requires the *Engineer* to provide additional Services beyond those contemplated at the time this Technical Service Agreement was signed, it is understood and agreed the *Engineer* will be entitled to additional compensation. Accordingly, this Technical Service Agreement will be amended in writing by the *Owner* and the *Engineer* to reflect the changes in the Fees and Reimbursable Expenses due the *Engineer* except as noted in GC 15.7.

- GC 14.4 In the event excess funds are available and Additional Services are required by the *Engineer* related to the expenditure of the excess funds, it is understood and agreed the *Engineer* will be entitled to additional compensation. Accordingly, this Technical Service Agreement will be amended in writing by the *Owner* and the *Engineer* to reflect the changes in the Fees and Reimbursable Expenses due the *Engineer*.
- GC 14.5 Where the *Engineer* provides Construction Administration Services which extends beyond the period contemplated at the time this Technical Services Agreement was signed but within the contractual Construction Period as modified by change orders, the *Engineer* will notify the *Owner* and, upon mutual agreement of the parties, the Fees of the *Engineer* will be increased in order to take into account the extended time required for providing the Construction Administration Services.
- GC 14.6 Should the *Owner* request a change to the Project or Work which requires the *Engineer* to provide Additional Services beyond those contemplated at the time the Technical Services Agreement is signed but within the contractual Construction Period as modified by change orders, before undertaking such Additional Services the *Owner* and the *Engineer* will agree in writing upon the *Engineer's* remuneration and time for providing the Additional Services. Failing an agreement with the *Owner*, the *Owner* will pay the *Engineer* for the Additional Services at the hourly rates set out in SCHEDULE B - BASIC SERVICES FEES and any additional Reimbursable Expenses incurred, and grant a reasonable extension of time to the *Engineer* for the performance of the Additional Services.
- GC 14.7 *Engineer* is hereby authorized in advance to commence to perform Construction Administration (includes Construction Observation) Services (not included within the Fees contained within this Agreement) related to items listed below. For such Construction Administration Services, *Engineer* need not request or obtain specific advance written authorization from *Owner*. *Engineer* shall cease performing or furnishing such Construction Administration Services upon receipt of written notice from *Owner*.
- (a) For additional Construction Administration Services rendered prior to the contractual completion date, (original date for completion or revised date for completion as included within approved change orders) resulting from the following:
 - (1) services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract;
 - (2) reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor;
 - (3) services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages;

- (4) emergencies or acts of God endangering the Work (advanced notice not required);
- (5) the presence at the Site of any Constituent of Concern or items of historical or cultural significance;
- (6) work damaged by fire;
- (7) services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by *Owner* prior to Substantial Completion;
- (8) evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work; or
- (9) while at the Site, compliance by *Engineer* and its staff with those terms of *Owner's* or Contractor's safety program provided to *Engineer* subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites;

the *Owner* shall compensate the *Engineer*.

- (b) For additional Construction Administration Services rendered after the contractual completion date (original date for completion or revised date for completion as included within approved change orders) resulting from the following:
 - (1) a significant amount of defective, neglected, or delayed work by Contractor;
 - (2) default by Contractor;
 - (3) failure of Contractor to complete the Work within the contractual Construction Period; or
 - (4) litigation;

shall be recoverable by the *Owner* via Liquidated Damages assessed by the *Owner* to the Contractor. Regardless of whether the *Owner* elects to impose Liquidated Damages on the Contractor, the *Owner* shall remain obligated to compensate the *Engineer* for Construction Administration Services rendered after the contractual completion date.

GC 14.8 Should the *Owner* request a change to the Project or Work which renders useless a part of the Services already provided, the *Owner* nonetheless will pay the *Engineer* in accordance with this Technical Services Agreement for Services already provided which the change has rendered useless.

PART 15 SEVERABILITY

GC 15.1 If any provision of this Technical Services Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision will be severed from this Technical Services Agreement and the other provisions of this Technical Services Agreement will remain in full force and effect.

END OF SECTION

SECTION 4
SCHEDULES AND EXHIBITS

SCHEDULES:

- **SCHEDULE A - *ENGINEER'S* DESCRIPTION OF SERVICES**
- **SCHEDULE B - BASIC SERVICES FEES**

EXHIBITS:

- **EXHIBIT A - RATIONALE FOR CONSTRUCTION ADMINISTRATION
(INCLUDES CONSTRUCTION OBSERVATION) SERVICES**

SCHEDULE A
ENGINEER'S DESCRIPTION OF SERVICES
DUPLIN COUNTY
2023 AIRPARK WATER AND SANITARY SEWER IMPROVEMENTS

The *Services* described herein are predicated upon the following:

- ◆ The *Owner* will enter into one (1) Construction Contract for implementation of this Project.
- ◆ The Construction Contract Time for Contract No. 1 will be for 270 calendar days.
- ◆ Engineering Services are categorized as follows:
 - **Basic Services**
 - A. **Construction Administration (Includes Construction Observation)**

The *Services* identified herein include the *Services* marked (X) in the column entitled "Included" and does not include the *Services* which are marked (X) in the column entitled "Not Included"

A. Construction Administration Services

A.1 Construction Administration Description of Services

| A.1 | Construction Administration Description of Services | Included | Not Included |
|--|--|----------|--------------|
| Services as indicated below are included in Construction Administration: | | | |
| A.1.1 | Review/Evaluation of Bids/Proposals | | X |
| A.1.2 | Bid Negotiation if necessary | | X |
| A.1.3 | Review of successful bidder/proposer qualification submittal | | X |
| A.1.4 | Recommendation of Award | | X |
| A.1.5 | Assistance in preparation of Construction Contract and the execution thereof | | X |
| A.1.6 | Review and determine acceptability of Contractor's proposed Work schedule | | X |
| A.1.7 | Review and determine acceptability of Contractor's proposed Subcontractors | | X |
| A.1.8 | Review and determine acceptability of Contractor's proposed Schedule of Values | X | |
| A.1.9 | Review and determine acceptability of Contractor's proposed Schedule of Submittals | | X |
| A.1.10 | Review and determine acceptability of Contractor's proposed Substitutes or Equals | X | |
| A.1.11 | Pre-Construction conference | X | |
| A.1.12 | Shop Drawings Review | X | |

| A.1 | Construction Administration Description of Services | Included | Not Included |
|--------|--|----------|--------------|
| A.1.13 | Field establishment of construction monuments, Project baseline, and bench marks | X | |
| A.1.14 | Daily coordination with Contractor | X | |
| A.1.15 | Daily coordination with Construction Observer | X | |
| A.1.16 | Evaluation/Process/Certification of Contractor's Pay Request | X | |
| A.1.17 | Coordination with <i>Owner</i> | X | |
| A.1.18 | Coordination with <i>Owner's</i> Board | X | |
| A.1.19 | Coordination with Operator | X | |
| A.1.20 | Coordination with Special Boards | X | |
| A.1.21 | Monthly site visits | X | |
| A.1.22 | Prepare construction progress reports | X | |
| A.1.23 | Conduct Monthly Progress Meetings | X | |
| A.1.24 | Attending necessary meetings related to construction | X | |
| A.1.25 | Clarifications/Interpretations of Construction Contract Documents | X | |
| A.1.26 | Issuance of Field Orders and/or Work Directives | X | |
| A.1.27 | Rejection of defective Work | X | |
| A.1.28 | Review of the corrections of defects and deficiencies observed in the Work | X | |

| A.1 | Construction Administration Description of Services | Included | Not Included |
|--------|--|----------|--------------|
| A.1.29 | Monitor by <i>Engineer</i> of Contractor's testing | X | |
| A.1.30 | Review Contractor's test results | X | |
| A.1.31 | General Engineering review of Work as construction progresses to ascertain that the Contractor is conforming with the intent of the Design and Construction Contract Documents | X | |
| A.1.32 | Preparation/Processing/Distribution of Change Orders and other supporting documentation | X | |
| A.1.33 | Monitor DBE compliance/Good Faith Efforts for Contractor and <i>Owner</i> | | X |
| A.1.34 | Startup | X | |
| A.1.35 | Substantial Completion | X | |
| A.1.36 | Permit certification | X | |
| A.1.37 | Final Inspection and Recommendation of Acceptance by <i>Owner</i> | X | |
| A.1.38 | Record Drawing Preparation based upon Project annotated record documents received from the Contractor | | X |
| A.1.39 | Project Closeout | X | |
| A.1.40 | Coordination of Contractor training of <i>Owner's</i> staff to operate and maintain Project equipment and systems | X | |

| A.1 | Construction Administration Description of Services | Included | Not Included |
|--------|--|----------|--------------|
| A.1.41 | Development of procedures for control of the operation and maintenance of Project equipment and systems (Not to be included in Project) | | X |
| A.1.42 | Collection and organization of equipment related manuals | X | |
| A.1.43 | Coordination/Observation of warranty repairs | X | |
| A.1.44 | One year warranty inspection | X | |
| A.1.45 | Maintain detailed Project budget ♦ Preparation of Construction PBOA associated with each change order ♦ Tracking of all Project expenditures | X | |
| A.1.46 | Loan and Grant Administration Services | | X |
| A.1.47 | Construction Administration Services beyond approved Construction Period | | X |
| A.1.48 | <i>(Enter here any other Services desired/required)</i> | | X |

A.2 Construction Observation Description of Services

| A.2 | Construction Observation Description of Services | Included | Not Included |
|---|---|----------|--------------|
| Services as indicated below are included in Construction Observation: | | | |
| A.2.1 | Construction Observation The <i>Engineer's</i> undertaking hereunder shall not relieve the Contractor of Contractor's obligation to perform the Work in conformity with the drawings and specifications in a workmanlike manner; shall not make the <i>Engineer</i> an insurer of the Contractor's performance; and shall not impose upon the <i>Engineer</i> any obligation to see that the Work is performed in safe manner. | X | |
| A.2.2 | Construction Observation Services beyond approved Construction Period | | X |
| A.2.3 | LCM - Field Interviews | | X |
| A.2.4 | <i>(Enter here any other Services desired/required)</i> | | X |

**SCHEDULE B
BASIC SERVICES FEES
DUPLIN COUNTY
2023 AIRPARK WATER AND SANITARY SEWER IMPROVEMENTS**

The Fees described herein are predicated upon the following:

- ◆ The *Owner* will enter into one (1) Construction Contract for implementation of this Project.
- ◆ The Construction Contract Time for Contract No. 1 will be for 270 calendar days.
- ◆ Engineering Services are associated with the following Engineering Services categories:
 - **Basic Services Fees**
 - A. **Construction Administration (Includes Construction Observation) Fees**

A. Fee Method for Services

The following table identifies the method for determining the Fees due to the *Engineer* under this Technical Services Agreement for the Services described in SECTION 4, SCHEDULE A - *ENGINEER'S DESCRIPTION OF SERVICES*.

| | <i>Engineer's</i> Descriptions of Services As Identified in Section 4 Schedule A | Fee as % of Construction Cost (Section 4, Sch B, B.1) | Lump Sum (Section 4, Sch B, B.1 & E.1) | Hourly Rate Fee (Section 4, Sch B, B.1.2 &/or C) Not to Exceed | Reimbursable Expenses (Section 4, Sch B, D) Not to Exceed |
|---|---|--|---|---|--|
| A | Construction Administration Services | | | | |
| | A.1 Construction Administration | | | X | |
| | A.2 Construction Observation | | | X | |

B. Basic Services Fees

B.1 Basic Services Fees Based Upon Percentage of Construction Cost, Lump Sum, and Hourly Rates with Not To Exceed Limit

Respective Fees shall be applicable for the portion of the Basic Services Fees indicated below:

| Basic Services (As Identified in Section 4 Schedule A) | | Basic Services Fees (Sec 4, Sch B, B.1.1) |
|---|---|--|
| A | <u>Construction Administration Services</u> | <u>Hourly Rates Not to Exceed</u> |
| | A.1 Construction Administration | <u>Included in "A" above</u> |
| | A.2 Construction Observation | <u>Included in "A" above</u> |

B.1.1 Construction Administration (Includes Construction Observation) Fees (Based Upon Hourly Rates Not to Exceed)

Hourly Rate Fees shall be calculated on an hourly basis as the Project progresses at the following rates:

| | | | |
|--|----|--------|----------|
| 1) Junior <i>Engineer - Engineer I</i> | \$ | 100.00 | per hour |
| 2) Junior <i>Engineer - Engineer II (EI)</i> | \$ | 120.00 | per hour |
| 3) Assistant <i>Engineer - Engineer III (EI or PE)</i> | \$ | 150.00 | per hour |
| 4) <i>Engineer - Engineer IV (PE)</i> | \$ | 165.00 | per hour |
| 5) Senior <i>Engineer - Engineer V (PE)</i> | \$ | 180.00 | per hour |
| 6) Senior Design <i>Engineer - Engineer VI (PE)</i> | \$ | 200.00 | per hour |
| 7) Principal <i>Engineer - Engineer VII (PE)</i> | \$ | 215.00 | per hour |
| 8) <i>Engineer Technician - Entry</i> | \$ | 85.00 | per hour |
| 9) <i>Engineer Technician - Intermediate</i> | \$ | 90.00 | per hour |
| 10) <i>Engineer Technician - Advanced</i> | \$ | 95.00 | per hour |
| 11) Construction Observation - Entry | \$ | 85.00 | per hour |
| 12) Construction Observation - Intermediate | \$ | 90.00 | per hour |
| 13) Construction Observation - Advanced | \$ | 95.00 | per hour |
| 14) CAD Operator - Level 1 | \$ | 65.00 | per hour |
| 15) CAD Operator - Level 2 | \$ | 85.00 | per hour |
| 16) Administrative - Level 1 | \$ | 20.00 | per hour |
| 17) Administrative - Level 2 | \$ | 25.00 | per hour |

The total of Hourly Rate Fees for **Construction Administration (Includes Construction Observation)** Services shall be applicable for the period from after receipt of Construction Bids through Construction Contract Time.

| | |
|---|---|
| <p>For <u>Construction Administration (Includes Construction Observation)</u> Services:</p> <ul style="list-style-type: none"> - See "Rationale Utilized in Determining Scope of <u>Construction Administration (Includes Construction Observation)</u> Services" attached as Exhibit "B" - Total of Basic Hourly Rates for <u>Construction Administration (Includes Construction Observation)</u> Service Fees shall not exceed = | <p style="text-align: center;"><u>Construction Administration Fees (Includes Construction Observation Fees)</u></p> <p style="text-align: center;"><u>Hourly Rate Fee Not to Exceed</u></p> <p style="text-align: center;"><u>\$170,400.00</u></p> |
|---|---|

The total of Hourly Rate Fees may be changed upon written mutual agreement of all parties.

Paragraph GC 15.7 is hereby incorporated into Exhibit B by reference.

C. Exhibits

**EXHIBIT A
RATIONALE FOR CONSTRUCTION ADMINISTRATION (INCLUDES CONSTRUCTION OBSERVATION) SERVICES
STEP III CONSTRUCTION ADMINISTRATION WORK PLAN
DUPLIN COUNTY
2023 AIRPARK WATER AND SANITARY SEWER IMPROVEMENTS**

Table A-1 Construction Administration Work Plan

| | Item | Jr. Eng Eng (I) (Hours) | Asst Eng Eng (III) EI or PE (Hours) | Sr. Eng Eng (V) PE (Hours) | Prin Eng Eng (VII) PE (Hours) | Eng Tech Advanced (Hours) | Constr Observer Inter (Hours) | CAD Level 2 (Hours) | Admin Level 2 (Hours) |
|--------|--|-------------------------------|--|-------------------------------------|--|------------------------------------|--|------------------------------|--------------------------------|
| A.1.1 | Evaluation of Bids/Proposals | | | | | | | | |
| A.1.2 | Bid Negotiation if necessary | | | | | | | | |
| A.1.3 | Review Bidder/Proposer Qualification | | | | | | | | |
| A.1.4 | Recommendation of Award | | | | | | | | |
| A.1.5 | Preparation of Construction Contract | | | | | | | | |
| A.1.6 | Review Proposed Work Schedule | | | | | | | | |
| A.1.7 | Review Proposed Subcontractors | | | | | | | | |
| A.1.8 | Review Schedule of Values | 0.25 | | | 0.25 | | | | 0.25 |
| A.1.9 | Review Proposed Schedule of Submittals | | | | | | | | |
| A.1.10 | Review Proposed Substitute or Equals | 1.00 | | | 1.00 | | | | 2.00 |
| A.1.11 | Pre-Construction Conference | | 8.00 | | 7.00 | | 4.00 | | 12.00 |
| A.1.12 | Shop Drawings Review | 20.00 | 20.00 | 6.00 | 8.00 | | 3.00 | | |
| A.1.13 | Establish Construction Monuments | | | | | 8.00 | | | |
| A.1.14 | Contractor Coordination (Daily) | 16.00 | 4.00 | | 10.00 | | | | |
| A.1.15 | Inspector Coordination (Daily) | 36.00 | 6.00 | | 20.00 | | | | |
| A.1.16 | Pay Request Processing | 10.00 | | | 8.00 | | | | |

| | Item | Jr. Eng Eng (I) (Hours) | Asst Eng Eng (III) EI or PE (Hours) | Sr. Eng Eng (V) PE (Hours) | Prin Eng Eng (VII) PE (Hours) | Eng Tech Advanced (Hours) | Constr Observer Inter (Hours) | CAD Level 2 (Hours) | Admin Level 2 (Hours) |
|--------|---|-------------------------------|--|-------------------------------------|--|------------------------------------|--|------------------------------|--------------------------------|
| A.1.17 | Coordination with <i>Owner</i> | 5.00 | | | 8.00 | | | | |
| A.1.18 | Coordination with <i>Owner's</i> Board | 6.00 | | | 10.00 | | | | 2.00 |
| A.1.19 | Coordination with Operator | 2.00 | | | 3.00 | | | | |
| A.1.20 | Coordination with Special Boards | 2.00 | | | 10.00 | | | | |
| A.1.21 | Monthly site visits | 20.00 | 8.00 | | 20.00 | | | | |
| A.1.22 | Preparation construction progress reports | 10.00 | | | 3.00 | | | | 3.00 |
| A.1.23 | Monthly Progress Meetings | 30.00 | 10.00 | | 30.00 | | | | |
| A.1.24 | Attend Const Related Meetings | | | | 6.00 | | | | |
| A.1.25 | Interpretation Construction Documents | | | | 2.00 | | | | |
| A.1.26 | Field Orders and/or Work Directives | | | | 3.00 | | | 8.00 | |
| A.1.27 | Rejection of Defective Work | 1.00 | | | 1.00 | | | | |
| A.1.28 | Review Corrected of Defective Work | | | | | | | | |
| A.1.29 | Monitor Contractor's Testing | 1.00 | | | 2.00 | | | | 0.25 |
| A.1.30 | Review Contractor's Test Results | 0.50 | | | 0.50 | | | | |
| A.1.31 | Engineering Work Compliance Review | | | | | | | | |
| A.1.32 | Prep/Process Change Orders | 12.00 | | | 12.00 | | | | 3.00 |
| A.1.33 | Monitor DBE/Good Faith Efforts Compliance | | | | | | | | |
| A.1.34 | Startup | 20.00 | | | 20.00 | | | | 2.00 |
| A.1.35 | Substantial Completion | 1.00 | | | 0.25 | | | | 1.50 |
| A.1.36 | Permit Certification | 2.50 | | | 2.00 | | | 4.00 | 4.00 |
| A.1.37 | Final Inspection | 6.00 | | | 5.00 | | | | 3.00 |
| A.1.38 | Record Drawing Preparation | | | | | | | | |

| | Item | Jr. Eng Eng (I) (Hours) | Asst Eng Eng (III) EI or PE (Hours) | Sr. Eng Eng (V) PE (Hours) | Prin Eng Eng (VII) PE (Hours) | Eng Tech Advanced (Hours) | Constr Observer Inter (Hours) | CAD Level 2 (Hours) | Admin Level 2 (Hours) |
|--------|---|-------------------------------|--|-------------------------------------|--|------------------------------------|--|------------------------------|--------------------------------|
| A.1.39 | Project Closeout | 2.00 | | | 3.00 | | | | 1.00 |
| A.1.40 | Coordination for <i>Owner</i> Staff Training | | | | | | | | |
| A.1.41 | Develop Operation Procedures | | | | | | | | |
| A.1.42 | Collect O&M Manuals | 2.00 | | | 1.00 | | 12.00 | | |
| A.1.43 | Warranty Repairs Coordination | | | | | | | | |
| A.1.44 | One Year Warranty Inspection | | 5.00 | | 4.00 | | | | 0.25 |
| A.1.45 | Proj Admin - Maintain PBOA/Exp | 7.50 | | | | | | | 2.00 |
| A.1.46 | Admin - Program Management | | | | | | | | |
| A.1.47 | Construction Admin Services beyond Construction Period | | | | | | | | |
| A.1.48 | Other | | | | | | | | |
| A.2.1 | Construction Observation | | | | 3.00 | | 1008.00 | | |
| A.2.2 | Const Observation beyond Construction Period | | | | | | | | |
| A.2.3 | LCM Field Interviews | | | | | | | | |
| A.2.4 | Other | | | | | | | | |
| | Total | 213.75 | 61.00 | 6.00 | 203.00 | 8.00 | 1027.00 | 12.00 | 36.25 |

**COST SUMMARY
CONSTRUCTION ADMINISTRATION WORK PLAN
DUPLIN COUNTY
2023 AIRPARK WATER AND SANITARY SEWER IMPROVEMENTS**

Table A-2 Cost Summary for Construction Administration Work Plan

| | | <u>Estimated Hours</u> | <u>Rate</u> | | <u>Amount</u> |
|--|--|----------------------------|-------------|----------|---------------------|
| 1) | Junior <i>Engineer</i> - <i>Engineer</i> I | 213.75 | \$100.00 | per hour | \$21,375.00 |
| 2) | Junior <i>Engineer</i> - <i>Engineer</i> II (EI) | 0.00 | \$120.00 | per hour | \$0.00 |
| 3) | Assistant <i>Engineer</i> - <i>Engineer</i> III (EI or PE) | 61.00 | \$150.00 | per hour | \$9,150.00 |
| 4) | <i>Engineer</i> - <i>Engineer</i> IV (PE) | 0.00 | \$165.00 | per hour | \$0.00 |
| 5) | Senior <i>Engineer</i> - <i>Engineer</i> V (PE) | 6.00 | \$180.00 | per hour | \$1,080.00 |
| 6) | Senior Design <i>Engineer</i> - <i>Engineer</i> VI (PE) | 0.00 | \$200.00 | per hour | \$0.00 |
| 7) | Principal <i>Engineer</i> - <i>Engineer</i> VII (PE) | 203.00 | \$215.00 | per hour | \$43,645.00 |
| 8) | <i>Engineer</i> Technician - Entry | 0.00 | \$85.00 | per hour | \$0.00 |
| 9) | <i>Engineer</i> Technician - Intermediate | 0.00 | \$90.00 | per hour | \$0.00 |
| 10) | <i>Engineer</i> Technician - Advanced | 8.00 | \$95.00 | per hour | \$760.00 |
| 11) | Construction Observation - Entry | 0.00 | \$85.00 | per hour | \$0.00 |
| 12) | Construction Observation - Intermediate | 1027.00 | \$90.00 | per hour | \$92,430.00 |
| 13) | Construction Observation - Advanced | 0.00 | \$95.00 | per hour | \$0.00 |
| 14) | CAD Operator - Level 1 | 0.00 | \$65.00 | per hour | \$0.00 |
| 15) | CAD Operator - Level 2 | 12.00 | \$85.00 | per hour | \$1,020.00 |
| 16) | Administrative - Level 1 | 0.00 | \$20.00 | per hour | \$0.00 |
| 17) | Administrative - Level 2 | 36.25 | \$25.00 | per hour | \$906.25 |
| Construction Administration (Hourly Not To Exceed) Rationale Projection Total = | | | | | \$170,366.25 |
| Construction Administration (Hourly Not To Exceed) Rationale Projection Total Rounded = | | | | | \$170,400.00 |

SECTION 5 - ATTACHMENTS

ATTACHMENT A

SAM.gov Search Report

SECTION 5 - ATTACHMENTS

ATTACHMENT B

NC DOA State Debarred Vendors List



May 21, 2024

To the Board of Commissioners
Duplin County
Kenansville, North Carolina

We are pleased to confirm our understanding of the services we are to provide Duplin County for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, the discretely presented component unit, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements, of the Duplin County as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Duplin County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Duplin County's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Total Pension Liability as a Percentage of Covered Payroll for the Law Enforcement Officers' Special Separation Allowance
- 3) Schedule of Changes in Total Pension Liability – Law Enforcement Officers' Special Separation Allowance
- 4) Schedule of the Proportionate Share of the Net Pension Liability (Asset) for Local Government Employees' Retirement System
- 5) Schedule of Contributions to Local Government Employees' Retirement System

We have also been engaged to report on supplementary information other than RSI that accompanies the Duplin County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of Federal and State awards
- 2) Other Postemployment Benefits Schedules
- 3) Individual Fund Statements and Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Statistical Section

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

A presumed risk of material misstatement related to revenue recognition exists. We consider the risk to be the existence and cut-off of income for all revenue streams. There is also risk of management bias in developing estimates of allowance for doubtful accounts.

A presumed risk of management override of controls exists. We consider timing, resources, and control design to be the underlying drivers for this type of risk.

Expenses related to federal or state grants are assessed as higher risk due to the nature of timing and considerations for compliance requirements.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Duplin County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Duplin County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Duplin County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements and related notes of the Duplin County in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the

supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of RH CPAs, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of RH CPAs, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oversight Agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We shall begin our audit during July 2024 and issue our reports no later than December 1, 2024. It is mutually recognized that time is an essential element of the parties' agreement, and that delays by RH CPAs, LLC in completing the work will result in damages due to public inconvenience, interference with business, and the increasing of costs to Duplin County. RH CPAs, LLC shall have no liability, however, for any delay caused by the acts, omissions or delays of Duplin County. Diana E. Hardy, CPA, CFE is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed **\$61,655 (plus \$2,750 for each additional Single Audit required)**. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our initial invoice of one-half of total fees will be rendered at the commencement of the audit. Our remaining invoices for these fees will be rendered each month as work progresses and are payable on presentation, up to 75% with a final bill produced after presentation to the governing board. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Town's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work

space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$90. – 290. per hour.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by these addressees. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by use in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues, or anticipated profits, or disclosure or communication of confidential or proprietary information.

In the event we are required to respond to a court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our hourly rates, as set forth above, for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

This engagement letter is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared, the terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

Reporting

We will issue a written report upon completion of our Single Audit. Our reports will be addressed to the governance of Duplin County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government*

Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Duplin County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

RH CPAs, PLLC

RESPONSE:

This letter correctly sets forth the understanding of Duplin County.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



| | |
|-----|---|
| The | Governing Board Board of Commissioners |
| of | Primary Government Unit Duplin County |
| and | Discretely Presented Component Unit (DPCU) (if applicable) Duplin County Tourism Development Authority |

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

| | |
|-----|---|
| and | Auditor Name RH CPAs, PLLC |
| | Auditor Address 629 Green Valley Rd, Suite 201, Greensboro, NC 27408 |

Hereinafter referred to as Auditor

| | | |
|-----|--------------------------------|---|
| for | Fiscal Year Ending 06/30/24 | Date Audit Will Be Submitted to LGC 10/31/24 |
|-----|--------------------------------|---|

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F (Uniform Guidance)* or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

| | | |
|----------------|----------------------------------|-----------------------------------|
| Name: | Title and Unit / Company: | Email Address: |
| Chelsey Lanier | Finance Officer/Duplin County | chelsey.lanier@duplincountync.com |

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

| | |
|--|------------------|
| Primary Government Unit | Duplin County |
| Audit Fee (financial and compliance if applicable) | \$ 49,655 |
| Fee per Major Program (if not included above) | \$ 2,750. |
| Additional Fees Not Included Above (if applicable): | |
| Financial Statement Preparation (incl. notes and RSI) | \$ 12,000 |
| All Other Non-Attest Services | \$ |
| TOTAL AMOUNT NOT TO EXCEED | \$ 61,655 |

| | |
|--|---|
| Discretely Presented Component Unit | Duplin County Tourism Development Authority |
| Audit Fee (financial and compliance if applicable) | \$ |
| Fee per Major Program (if not included above) | \$ |
| Additional Fees Not Included Above (if applicable): | |
| Financial Statement Preparation (incl. notes and RSI) | \$ |
| All Other Non-Attest Services | \$ |
| TOTAL AMOUNT NOT TO EXCEED | \$ |

SIGNATURE PAGE

AUDIT FIRM

| | |
|---|--|
| Audit Firm* RH CPAs, PLLC | |
| Authorized Firm Representative (typed or printed)* Diana Hardy | Signature* |
| Date* | Email Address* dhardy@rh-accounting.com |

GOVERNMENTAL UNIT

| | |
|--|---|
| Governmental Unit* Duplin County | |
| Date Governing Board Approved Audit Contract* (Enter date in box to right) | |
| Mayor/Chairperson (typed or printed)* Dexter B. Edwards | Signature* |
| Date | Email Address* Dexter.edwards@duplincountync.com |

| | |
|--|---------------|
| Chair of Audit Committee (typed or printed, or "NA") | Signature |
| Date | Email Address |

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

| | |
|---|---|
| Sum Obligated by This Transaction: | \$ 61,655 |
| Primary Governmental Unit Finance Officer* (typed or printed) Chelsey Lanier | Signature* |
| Date of Pre-Audit Certificate* | Email Address* chelsey.lanier@duplincountync.com |

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

| | |
|--|----------------|
| DPCU* | |
| Duplin County Tourism Development Authority | |
| Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right) | |
| DPCU Chairperson (typed or printed)* | Signature* |
| Date* | Email Address* |

| | |
|--|---------------|
| Chair of Audit Committee (typed or printed, or "NA") | Signature |
| Date | Email Address |

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

| | |
|--|---|
| Sum Obligated by this Transaction: | \$ |
| DPCU Finance Officer (typed or printed)* Chelsey Lanier | Signature* |
| Date of Pre-Audit Certificate* | Email Address* chelsey.lanier@duplincountync.com |

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

County Commissioners Agenda Request Form

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

| | |
|---|--|
| Name/Department: Joe McKemey/Water Department | Meeting Date: June 3, 2024 |
| Subject: Approval to submit a Lead Service Line Inventory Application through the Division of Water Infrastructure for the Duplin County Water System. | |
| <p>Summary explanation and background:</p> <p>The NCDEQ Division of Water Infrastructure has funds available for units of government to assist with the inventory of all service lines to identify the presence of lead within each service line connection. Based on the number of users in the water system (8,060), the application is in the amount of \$823,190.00. It is estimated that Duplin County will receive minimum 25 percent grant for this project and maximum 75 percent loan at zero percent interest. Applications are due June 7, 2024. See attachments</p> | |
| Requested Action: Adoption of Resolution Authorizing Division of Water Infrastructure Application for 2024 Lead Service Line Project for Duplin County Water System Lead Service Line Inventory. | |
| Budget impact for this fiscal year: (Funds available, allocation needed, etc.) | \$0.00 |
| Budget impact for subsequent years: (Funds available, allocation needed, etc.) | \$617,390. Project will consist of 25% grant funding and 75% loan funding. |
| Time needed to explain to Commissioners: Five Minutes | |
| Attachments: Resolution Authorizing Division of Water Infrastructure Application, 2024 Lead Service Line Project | |
| Instructions for what to do with attachments once approved: Execution of the Resolution and return to Engineer | |

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

Lead Service Line Inventory Application
Duplin County
June 3, 2024

As part of the Lead and Copper Rule Revisions (LCRR) published December 16, 2021, the Environmental Protection Agency (EPA) requires that all community water systems (CWS) and non-transient non-community (NTNC) water systems develop an inventory of all service line connections, both system-owned and customer-owned. The inventory must identify the potential presence of lead within each service line connection. The initial inventory must be completed and submitted to the North Carolina Public Water Supply Section by **October 16, 2024**.

A portion of the water system is identified as a Disadvantaged Area, which will help the application to score higher. The portion of the application budget for disadvantaged areas must be broken out of the overall budget. Based on the affordability calculator, the County is eligible for minimum 25 percent grant and 75% zero percent interest loan. It is possible that the County is offered greater than 25 % grant. Any unused portion of the project will be prorated at the grant/loan percentages as offered.

An excerpt from the NC Department of Environmental Quality website is included with the agenda item.

Applications are due June 7, 2024.

If lead service lines or connectors are found, then funding is available to replace service lines.

The application budget is shown on the next page.

**PRELIMINARY COST ESTIMATE
LEAD SERVICE LINE REPLACEMENT - INVENTORY APPLICATION
DUPLIN COUNTY**

Jun-24

| Item | Description | Quantity | Unit | Price | Amount |
|---|----------------------------------|----------|------|------------|---------------------|
| Inventory Costs (Disadvantaged Areas) | | | | | |
| 1 | Historical Document Review | 5,159 | SL | \$9.00 | \$46,431.00 |
| 2 | Service Flushing/Sampling | 5,159 | SL | \$30.00 | \$154,770.00 |
| 3 | Service Line Physical Inspection | 5,159 | SL | \$60.00 | \$309,540.00 |
| Inventory Subtotals (Disadvantaged Areas) | | | | | \$510,741.00 |
| Inventory Costs (Non-Disadvantaged Areas) | | | | | |
| 4 | Historical Document Review | 2,901 | SL | \$9.00 | \$26,109.00 |
| 5 | Service Flushing/Sampling | 2,901 | SL | \$30.00 | \$87,030.00 |
| 6 | Service Line Physical Inspection | 2,901 | SL | \$60.00 | \$174,060.00 |
| Inventory Subtotals (Non-Disadvantaged Areas) | | | | | \$287,199.00 |
| Total Inventory Subtotal | | | | | \$797,940.00 |
| Administration Costs (Disadvantaged Areas) | | | | | |
| 7 | Laboratory Fees | 464 | EA | \$30.00 | \$13,920.00 |
| 8 | Printing Charges | 1 | LS | \$2,250.00 | \$2,250.00 |
| Administration Subtotal (Disadvantaged Areas) | | | | | \$16,170.00 |
| 9 | Laboratory Fees | 261 | EA | \$30.00 | \$7,830.00 |
| 10 | Printing Charges | 1 | LS | \$1,250.00 | \$1,250.00 |
| Administration Subtotal (Non-Disadvantaged Areas) | | | | | \$9,080.00 |
| Total Administration Subtotal | | | | | \$25,250.00 |
| TOTAL PROJECT COST | | | | | \$823,190.00 |
| TOTAL PROJECT COST (DISADVANTAGED AREAS) | | | | | \$526,911.00 |
| PERCENTAGE OF PROJECT COST BENEFITTING DISADVANTAGED AREAS | | | | | 64.0% |

Total Active Connections

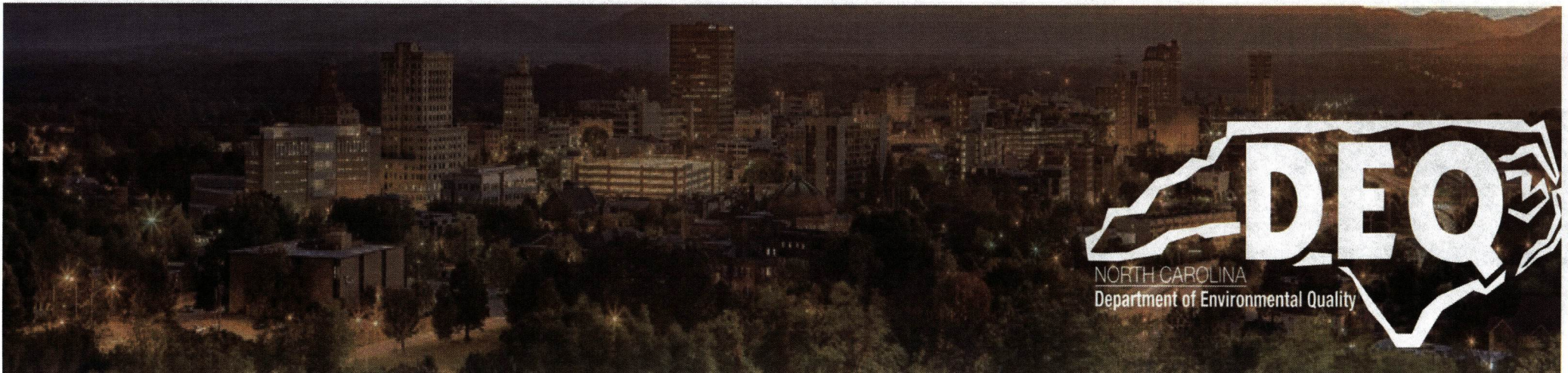
8060



Lead Service Line Inventory Overview

May 17th, 2023

Public Water Supply Section



What is a Lead Service Line Inventory?

- All Community and Non-transient, Non-community water systems must conduct an inventory of service line materials in their distribution system.
- In North Carolina, there are about **2,300** water systems who are required to do an inventory.
- The Lead Service Line Inventory will help identify and reduce potential sources of lead in drinking water.
- The inventory is the first step towards Lead Service Line Replacement. More detail to come when the Lead and Copper Rule Improvements are released.



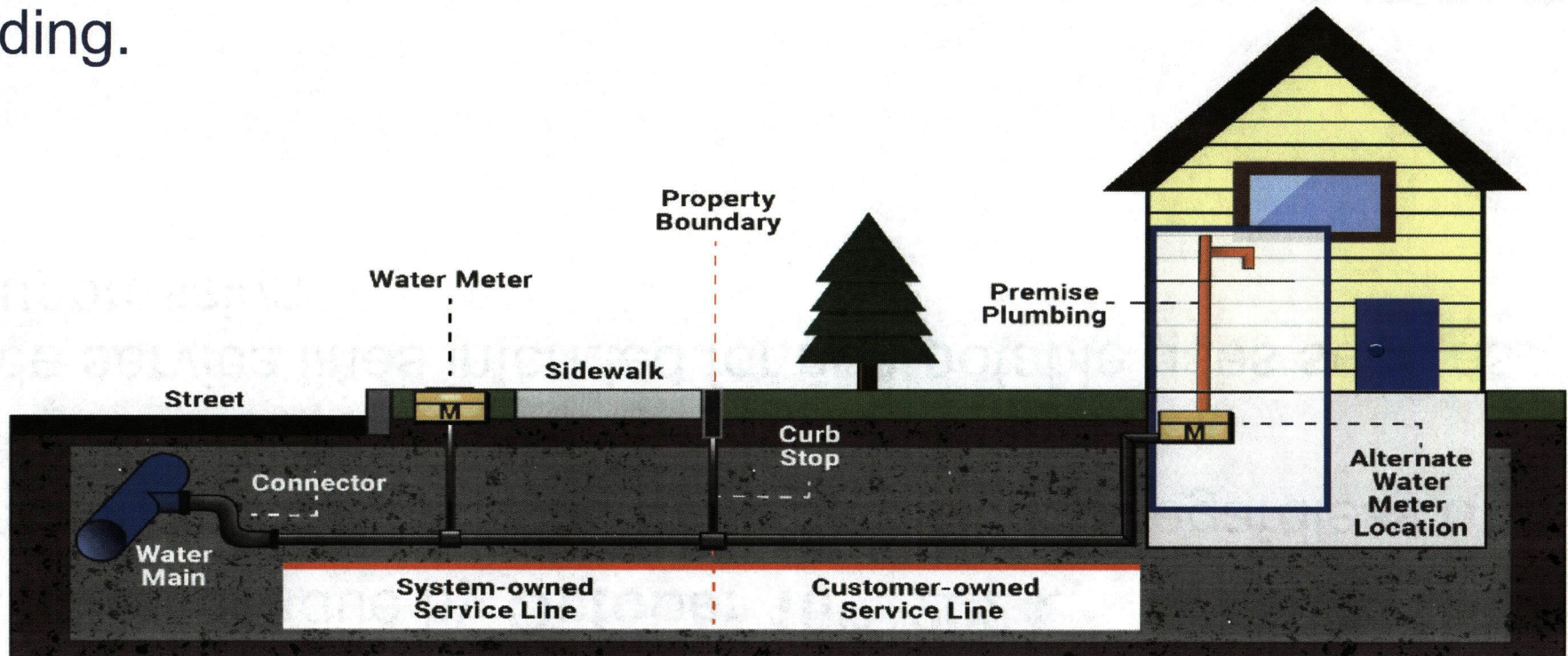
Inventory Requirements

- Initial inventory due by **October 16th, 2024**.
- All service line connections must be included regardless of ownership status.
- Include service lines intended for non-potable uses such as fire suppression.



Service Line Definition

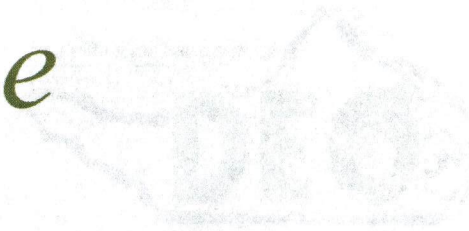
- The pipe connecting the water main to the interior plumbing in a building.



- The service line may be owned only by the water system or customer or split between the water system and the customer.
- Follow local ordinance for access to private property.



Small System Guidance

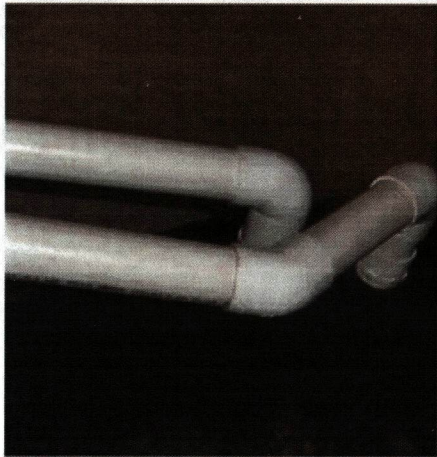


- If the system owns the entire service line, use the same material classification for both “System-Owned” and “Customer-Owned”.
- When filling out the template inventory, classify **all** service lines.
- If the system is served by a direct connection to a well, classify the material from the well to the building inlet.
- EPA intends to release simplified guidance tailored to small CWSs and NTNC systems. More information to come.



Classification

- Service lines must fall into one of four categories:
 - Lead
 - Galvanized Requiring Replacement (GRR)
 - Non-lead
 - Unknown



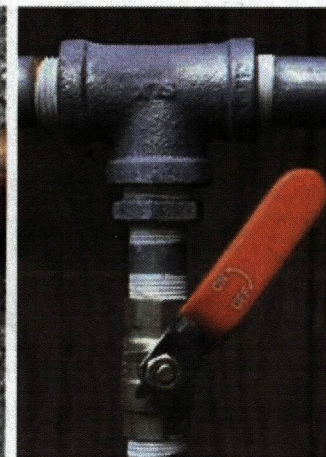
Plastic



Scratched Lead



Copper



Galvanized Steel & valve

County of Duplin
Office of the County Commissioners



RESOLUTION
AUTHORIZING DIVISION OF WATER INFRASTRUCTURE APPLICATION
2024 LEAD SERVICE LINE PROJECT
DUPLIN COUNTY

WHEREAS, Duplin County has need for and intends to construct, plan for, or conduct a study in a drinking water project described as 2024 Lead Service Line Inventory Project, and

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

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

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

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

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

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

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

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

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

Adopted this the 3rd day of June 2024 at Duplin County, North Carolina.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Clerk of the Board of Duplin County does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of Duplin County Board of Commissioners duly held on the 3rd day of June 2024; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of June 2024.

(SEAL)

ATTEST:

Jamie W. Carr
Clerk of the Board

JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---------------------|------|---------|------|------------|------------|----------|------------------|--------|----------|--------|----------|-------------------------------|
| 2024 | 11 | 338 | BUA | 05/16/2024 | 05/16/2024 | 060324 | blanca.pineda | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | | DEBIT | CREDIT | OB |
| ACCOUNT DESCRIPTION | | | | | | | | | | | | |
| 1 | 5114 | 42600 | | | | | T | | | | | 20.00 |
| | | | | | | | | | | | | OFFICE SUPPLIES |
| 2 | 5163 | 42600 | | | | | T | | | | | 450.00 |
| | | | | | | | | | | | | OFFICE SUPPLIES |
| 3 | 5114 | 43250 | | | | | T | | | 20.00 | | |
| | | | | | | | | | | | | POSTAGE |
| 4 | 5163 | 43520 | | | | | T | | | 450.00 | | |
| | | | | | | | | | | | | REPAIRS & MAINTENANCE EQUIPME |
| ** JOURNAL TOTAL | | | | | | | | | | | 0.00 | 0.00 |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---------------------|------|---------|------|------------|------------|----------|------------------|--------|----------|----------|----------|------------------------------|
| 2024 | 11 | 353 | BUA | 05/17/2024 | 05/17/2024 | 060324 | blanca.pineda | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | | DEBIT | CREDIT | OB |
| ACCOUNT DESCRIPTION | | | | | | | | | | | | |
| 1 | 4314 | 40183 | | | | | T | | | | | 5,495.48 |
| | | | | | | | | | | | | HOSPITAL INSURANCE |
| 2 | 4314 | 43510 | | | | | T | | | 5,495.48 | | |
| | | | | | | | | | | | | REPAIRS BUILDING AND GROUNDS |
| ** JOURNAL TOTAL | | | | | | | | | | | 0.00 | 0.00 |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---------------------|------|---------|------|------------|------------|----------|------------------|--------|----------|----------|----------|-----------------|
| 2024 | 11 | 355 | BUA | 05/17/2024 | 05/17/2024 | 060324 | blanca.pineda | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | | DEBIT | CREDIT | OB |
| ACCOUNT DESCRIPTION | | | | | | | | | | | | |
| 1 | 5167 | 42990 | | | | | T | | | | | 1,000.00 |
| | | | | | | | | | | | | INCENTIVES |
| 2 | 5163 | 42600 | | | | | T | | | | | 475.00 |
| | | | | | | | | | | | | OFFICE SUPPLIES |
| 3 | 5151 | 42013 | | | | | T | | | 1,300.00 | | |
| | | | | | | | | | | | | LAB PROCESSING |
| 4 | 5167 | 42013 | | | | | T | | | 175.00 | | |
| | | | | | | | | | | | | LAB PROCESSING |
| ** JOURNAL TOTAL | | | | | | | | | | | 0.00 | 0.00 |

JOURNAL INQUIRY

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2024 11 357 BUA 05/17/2024 05/17/2024 060324 blanca.pineda 1 N Hist 2024

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|------------------|------|--------|------|------|------|------|--------------------------------|--------|--------|----|
| | | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 4380 | 42600 | | | | | T OFFICE SUPPLIES | | 500.00 | |
| 2 | 4380 | 42600 | | | | | T OFFICE SUPPLIES | | 600.00 | |
| 3 | 4380 | 43210 | | | | | T TELEPHONE | | 200.00 | |
| 4 | 4380 | 42600 | | | | | T OFFICE SUPPLIES | | 500.00 | |
| 5 | 4380 | 43250 | | | | | T POSTAGE | | 150.00 | |
| 6 | 4380 | 43540 | | | | | T SOFTWARE MAINTENANCE | | 200.00 | |
| 7 | 4380 | 42100 | | | | | T HOUSEKEEPING | 500.00 | | |
| 8 | 4380 | 42120 | | | | | T UNIFORMS | 600.00 | | |
| 9 | 4380 | 42380 | | | | | T ANIMAL INOCULATION INVENTORY | 200.00 | | |
| 10 | 4380 | 42380 | | | | | T ANIMAL INOCULATION INVENTORY | 500.00 | | |
| 11 | 4380 | 42380 | | | | | T ANIMAL INOCULATION INVENTORY | 150.00 | | |
| 12 | 4380 | 42380 | | | | | T ANIMAL INOCULATION INVENTORY | 200.00 | | |
| ** JOURNAL TOTAL | | | | | | | | 0.00 | 0.00 | |

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2024 11 360 BUA 05/17/2024 05/17/2024 060324 blanca.pineda 1 N Hist 2024

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|----|------|--------|------|------|------|------|---------------------|-------|--------|----|
| | | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 5124 | 42420 | | | | | T IN HOUSE LAB | | 409.00 | |
| 2 | 5124 | 42490 | | | | | T VEHICLE SUPPLIES | | 50.00 | |
| 3 | 5124 | 42980 | | | | | T PROGRAM SUPPLIES | | 91.00 | |
| 4 | 5167 | 42600 | | | | | T OFFICE SUPPLIES | | 450.00 | |

JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE | |
|---------------------|------|---------|------|------------|------------|----------|------------------|--------|----------|------------------|----------|----------|------|
| 2024 | 11 | 360 | BUA | 05/17/2024 | 05/17/2024 | 060324 | blanca.pineda | 1 | N | Hist | 2024 | | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | | DEBIT | CREDIT | OB | |
| ACCOUNT DESCRIPTION | | | | | | | | | | | | | |
| 5 | 5164 | 42370 | | | | | T | | | | | 200.00 | |
| 6 | 5164 | 42600 | | | | | T | | | | | 160.00 | |
| 7 | 5124 | 41990 | | | | | T | | | 550.00 | | | |
| 8 | 5167 | 43550 | | | | | T | | | 450.00 | | | |
| 9 | 5164 | 43550 | | | | | T | | | 360.00 | | | |
| | | | | | | | | | | ** JOURNAL TOTAL | | 0.00 | 0.00 |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE | |
|---------------------|------|---------|------|------------|------------|----------|------------------|--------|----------|------------------|----------|----------|------|
| 2024 | 11 | 428 | BUA | 05/22/2024 | 05/22/2024 | 060324 | blanca.pineda | 1 | N | Hist | 2024 | | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | | DEBIT | CREDIT | OB | |
| ACCOUNT DESCRIPTION | | | | | | | | | | | | | |
| 1 | 5820 | 43110 | | | | | T | | | | | 450.00 | |
| 2 | 5820 | 43510 | | | | | T | | | 300.00 | | | |
| 3 | 5820 | 44300 | | | | | T | | | 50.00 | | | |
| 4 | 5820 | 44500 | | | | | T | | | 100.00 | | | |
| | | | | | | | | | | ** JOURNAL TOTAL | | 0.00 | 0.00 |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---------------------|------|---------|------|------------|------------|----------|------------------|--------|----------|--------|----------|----------|
| 2024 | 11 | 435 | BUA | 05/23/2024 | 05/23/2024 | 060324 | blanca.pineda | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | | DEBIT | CREDIT | OB |
| ACCOUNT DESCRIPTION | | | | | | | | | | | | |
| 1 | 4140 | 42490 | | | | | T | | | | | 400.00 |
| 2 | 4140 | 43510 | | | | | T | | | | | 600.00 |

JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---------------------|------|---------|------|------------|------------|----------|------------------|------------------|----------|--------|----------|----------|
| 2024 | 11 | 435 | BUA | 05/23/2024 | 05/23/2024 | 060324 | blanca.pineda | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | DEBIT | CREDIT | OB | |
| ACCOUNT DESCRIPTION | | | | | | | | | | | | |
| 3 | 4140 | 42500 | | | | | T | | 400.00 | | | |
| 4 | 4140 | 42100 | | | | | T | VEHICLE GASOLINE | 600.00 | | | |
| | | | | | | | | HOUSEKEEPING | | | | |

** JOURNAL TOTAL 0.00 0.00

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---------------------|------|---------|------|------------|------------|----------|------------------|----------------|----------|--------|----------|----------|
| 2024 | 11 | 470 | BUA | 05/23/2024 | 05/23/2024 | 060324 | blanca.pineda | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | DEBIT | CREDIT | OB | |
| ACCOUNT DESCRIPTION | | | | | | | | | | | | |
| 1 | 5129 | 42420 | | | | | T | IN HOUSE LAB | | | 400.00 | |
| 2 | 5129 | 42013 | | | | | T | LAB PROCESSING | 400.00 | | | |

** JOURNAL TOTAL 0.00 0.00

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---------------------|------|---------|------|------------|------------|----------|------------------|-----------------------|----------|--------|----------|----------|
| 2024 | 11 | 471 | BUA | 05/23/2024 | 05/23/2024 | 060324 | blanca.pineda | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | DEBIT | CREDIT | OB | |
| ACCOUNT DESCRIPTION | | | | | | | | | | | | |
| 1 | 5123 | 42980 | | | | | T | PROGRAM SUPPLIES | | | 610.81 | |
| 2 | 5123 | 45100 | | | | | T | CAPITAL OUTLAY | | | 400.00 | |
| 3 | 5123 | 41990 | | | | | T | PROFESSIONAL SERVICES | 1,010.81 | | | |

** JOURNAL TOTAL 0.00 0.00

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---------------------|-----|---------|------|------------|------------|----------|------------------|--------|----------|--------|----------|----------|
| 2024 | 11 | 472 | BUA | 05/23/2024 | 05/23/2024 | 060324 | blanca.pineda | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | DEBIT | CREDIT | OB | |
| ACCOUNT DESCRIPTION | | | | | | | | | | | | |

JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---------------------|------|---------|------|------------|------------|----------|------------------|-----------------------|----------|--------|----------|----------|
| 2024 | 11 | 472 | BUA | 05/23/2024 | 05/23/2024 | 060324 | blanca.pineda | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | DEBIT | CREDIT | OB | |
| ACCOUNT DESCRIPTION | | | | | | | | | | | | |
| 1 | 5124 | 42980 | | | | | T | | | | | 200.00 |
| 2 | 5114 | 42600 | | | | | T | PROGRAM SUPPLIES | | | | 200.00 |
| 3 | 5111 | 41990 | | | | | T | OFFICE SUPPLIES | | | | 2,500.00 |
| 4 | 5124 | 41990 | | | | | T | PROFESSIONAL SERVICES | 200.00 | | | |
| 5 | 5114 | 43110 | | | | | T | PROFESSIONAL SERVICES | 200.00 | | | |
| 6 | 5111 | 43110 | | | | | T | TRAVEL | 500.00 | | | |
| 7 | 5111 | 43530 | | | | | T | TRAVEL | 2,000.00 | | | |
| | | | | | | | | REPAIRS VEHICLES | | | | |
| ** JOURNAL TOTAL | | | | | | | | | | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---------------------|------|---------|------|------------|------------|----------|------------------|-----------------------------|----------|--------|----------|----------|
| 2024 | 11 | 474 | BUA | 05/23/2024 | 05/23/2024 | 060324 | blanca.pineda | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | DEBIT | CREDIT | OB | |
| ACCOUNT DESCRIPTION | | | | | | | | | | | | |
| 1 | 6110 | 43540 | | | | | T | SOFTWARE MAINTENANCE | | | | 633.20 |
| 2 | 6110 | 43540 | | | | | T | SOFTWARE MAINTENANCE | | | | 62.06 |
| 3 | 6110 | 43222 | | | | | T | TELEPHONE ELECTRONIC ACCESS | 633.20 | | | |
| 4 | 6110 | 44300 | | | | | T | RENT | 62.06 | | | |
| ** JOURNAL TOTAL | | | | | | | | | | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---------------------|-----|---------|------|------------|------------|----------|------------------|--------|----------|--------|----------|----------|
| 2024 | 11 | 476 | BUA | 05/24/2024 | 05/24/2024 | 060324 | blanca.pineda | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | DEBIT | CREDIT | OB | |
| ACCOUNT DESCRIPTION | | | | | | | | | | | | |

JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|------------------|------|---------|------|------------|------------|----------|---------------------|-------------------------------|----------|--------|----------|----------|
| 2024 | 11 | 476 | BUA | 05/24/2024 | 05/24/2024 | 060324 | blanca.pineda | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | DEBIT | CREDIT | OB | |
| | | | | | | | ACCOUNT DESCRIPTION | | | | | |
| 1 | 4370 | 43210 | | | | | T | | | | 1,287.59 | |
| 2 | 4370 | 43520 | | | | | T | TELEPHONE | | | 1,400.00 | |
| 3 | 4370 | 43530 | | | | | T | REPAIRS & MAINTENANCE EQUIPME | | | 820.40 | |
| 4 | 4370 | 43540 | | | | | T | REPAIRS VEHICLES | | | 300.00 | |
| 5 | 4370 | 43300 | | | | | T | SOFTWARE MAINTENANCE | | | 719.03 | |
| 6 | 4370 | 43300 | | | | | T | UTILITIES | | | 93.90 | |
| 7 | 4370 | 43510 | | | | | T | UTILITIES | | | 4,000.00 | |
| 8 | 4370 | 42100 | | | | | T | REPAIRS BUILDING AND GROUNDS | 1,287.59 | | | |
| 9 | 4370 | 42490 | | | | | T | HOUSEKEEPING | 1,400.00 | | | |
| 10 | 4370 | 42600 | | | | | T | VEHICLE SUPPLIES | 820.40 | | | |
| 11 | 4370 | 43250 | | | | | T | OFFICE SUPPLIES | 300.00 | | | |
| 12 | 4370 | 43110 | | | | | T | POSTAGE | 719.03 | | | |
| 13 | 4370 | 42724 | | | | | T | TRAVEL | 93.90 | | | |
| 14 | 4370 | 42980 | | | | | T | CREDIT CARD CHARGES | 4,000.00 | | | |
| | | | | | | | T | PROGRAM SUPPLIES | | | | |
| ** JOURNAL TOTAL | | | | | | | | | | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|------------------|------|---------|------|------------|------------|----------|---------------------|------------------------------|----------|--------|----------|----------|
| 2024 | 11 | 477 | BUA | 05/24/2024 | 05/24/2024 | 060324 | blanca.pineda | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | DEBIT | CREDIT | OB | |
| | | | | | | | ACCOUNT DESCRIPTION | | | | | |
| 1 | 5300 | 43510 | | | | | T | | | | 8,000.00 | |
| 2 | 5300 | 42100 | | | | | T | REPAIRS BUILDING AND GROUNDS | 8,000.00 | | | |
| | | | | | | | T | HOUSEKEEPING | | | | |
| ** JOURNAL TOTAL | | | | | | | | | | 0.00 | 0.00 | |

JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|------------------|------|---------|------|------------|------------|----------|---------------------|--|----------|--------|----------|----------|
| 2024 | 11 | 478 | BUA | 05/24/2024 | 05/24/2024 | 060324 | blanca.pineda | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | DEBIT | CREDIT | OB | |
| | | | | | | | ACCOUNT DESCRIPTION | | | | | |
| 1 | 5300 | 43510 | | | | | T | | | | 50.00 | |
| 2 | 5300 | 42120 | | | | | T | REPAIRS BUILDING AND GROUNDS UNIFORMS | 50.00 | | | |
| ** JOURNAL TOTAL | | | | | | | | | 0.00 | 0.00 | | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|------------------|------|---------|------|------------|------------|----------|---------------------|------------------------------|----------|--------|----------|----------|
| 2024 | 11 | 492 | BUA | 05/24/2024 | 05/24/2024 | 060324 | blanca.pineda | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | DEBIT | CREDIT | OB | |
| | | | | | | | ACCOUNT DESCRIPTION | | | | | |
| 1 | 4920 | 43110 | | | | | T | TRAVEL | | | 2,000.00 | |
| 2 | 4924 | 43510 | | | | | T | REPAIRS BUILDING AND GROUNDS | | | 1,164.65 | |
| 3 | 4920 | 43300 | | | | | T | UTILITIES | 2,000.00 | | | |
| 4 | 4924 | 44500 | | | | | T | INSURANCE AND BONDS | 1,164.65 | | | |
| ** JOURNAL TOTAL | | | | | | | | | 0.00 | 0.00 | | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|------|------|---------|------|------------|------------|----------|---------------------|-------------------------------|----------|--------|----------|----------|
| 2024 | 11 | 545 | BUA | 05/29/2024 | 05/29/2024 | 060324 | chelsey.lanier | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | DEBIT | CREDIT | OB | |
| | | | | | | | ACCOUNT DESCRIPTION | | | | | |
| 1 | 5183 | 41990 | | | | | T | PROFESSIONAL SERVICES | | | 1,000.00 | |
| 2 | 5183 | 45003 | | | | | T | Mini Grant | 1,000.00 | | | |
| 3 | 5163 | 43520 | | | | | T | REPAIRS & MAINTENANCE EQUIPME | | | 650.00 | |
| 4 | 5163 | 42600 | | | | | T | OFFICE SUPPLIES | | | 250.00 | |
| 5 | 5163 | 43550 | | | | | T | EMR EXPENSE & INCENTIVES | 900.00 | | | |

JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---------------------|------|---------|------|------------|------------|----------|------------------|-----------------------|----------|-----------|----------|----------|
| 2024 | 11 | 545 | BUA | 05/29/2024 | 05/29/2024 | 060324 | chelsey.lanier | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | DEBIT | CREDIT OB | | |
| ACCOUNT DESCRIPTION | | | | | | | | | | | | |
| 6 | 5191 | 42990 | | | | | T | | | | | 500.00 |
| 7 | 5191 | 43250 | | | | | T | INCENTIVES | 500.00 | | | |
| 8 | 6144 | 41990 | | | | | T | POSTAGE | | | | 483.59 |
| 9 | 6144 | 41990 | | | | | T | PROFESSIONAL SERVICES | | | | 11.25 |
| 10 | 6144 | 43110 | | | | | T | PROFESSIONAL SERVICES | | | | 3.26 |
| 11 | 6144 | 43250 | | | | | T | TRAVEL | | | | 47.84 |
| 12 | 6144 | 43912 | | | | | T | POSTAGE | | | | 269.78 |
| 13 | 6144 | 43912 | | | | | T | PRINTING | | | | 625.99 |
| 14 | 6144 | 42600 | | | | | T | PRINTING | | | | 2,541.05 |
| 15 | 6144 | 43912 | | | | | T | OFFICE SUPPLIES | | | | 659.81 |
| 16 | 6140 | 43912 | | | | | T | PRINTING | | | | 88.90 |
| 17 | 6144 | 43910 | | | | | T | PRINTING | 483.59 | | | |
| 18 | 6144 | 40181 | | | | | T | MARKETING | 332.13 | | | |
| 19 | 6144 | 40121 | | | | | T | SOCIAL SECURITY | 3,167.04 | | | |
| 20 | 6144 | 40182 | | | | | T | SALARIES | 659.81 | | | |
| 21 | 6140 | 42100 | | | | | T | RETIREMENT | 88.90 | | | |
| 22 | 5605 | 41860 | | | | | T | HOUSEKEEPING | | | | 1,728.00 |
| 23 | 5605 | 43110 | | | | | T | WORKERS COMPENSATION | | | | |
| 24 | 5606 | 40121 | | | | | T | TRAVEL | 1,728.00 | | | |
| 25 | 5606 | 40181 | | | | | T | SALARIES | | | | 9.17 |
| 26 | 5606 | 40182 | | | | | T | SOCIAL SECURITY | | | | 4.29 |
| | | | | | | | T | RETIREMENT | | | | 1.62 |

JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|------|------|---------|------|------------|------------|----------|---------------------|------------------------------|----------|--------|----------|----------|
| 2024 | 11 | 545 | BUA | 05/29/2024 | 05/29/2024 | 060324 | chelsey.lanier | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | DEBIT | CREDIT | OB | |
| | | | | | | | ACCOUNT DESCRIPTION | | | | | |
| 27 | 5606 | 40183 | | | | | T | | | | 22.22 | |
| 28 | 5606 | 40184 | | | | | T | HOSPITAL INSURANCE | | | .71 | |
| 29 | 5606 | 43910 | | | | | T | Life Insurance | | | 175.00 | |
| 30 | 5606 | 42600 | | | | | T | MARKETING | 87.00 | | | |
| 31 | 5606 | 43250 | | | | | T | OFFICE SUPPLIES | 126.01 | | | |
| 32 | 7134 | 43510 | | | | | T | POSTAGE | | | | 1,300.00 |
| 33 | 7100 | 43530 | | | | | T | REPAIRS BUILDING AND GROUNDS | 1,300.00 | | | |
| 34 | 7131 | 43510 | | | | | T | REPAIRS VEHICLES | | | | 9,034.13 |
| 35 | 7100 | 42500 | | | | | T | REPAIRS BUILDING AND GROUNDS | 4,000.00 | | | |
| 36 | 7100 | 42980 | | | | | T | VEHICLE GASOLINE | 4,000.00 | | | |
| 37 | 7100 | 43510 | | | | | T | PROGRAM SUPPLIES | 148.16 | | | |
| 38 | 7133 | 43510 | | | | | T | REPAIRS BUILDING AND GROUNDS | 200.00 | | | |
| 39 | 7134 | 47104 | | | | | T | REPAIRS BUILDING AND GROUNDS | 205.86 | | | |
| 40 | 7136 | 47104 | | | | | T | DEBT PRINCIPAL | 480.11 | | | |
| 41 | 7131 | 43510 | | | | | T | DEBT PRINCIPAL | | | | 9,800.00 |
| 42 | 7100 | 41990 | | | | | T | REPAIRS BUILDING AND GROUNDS | 9,800.00 | | | |
| 43 | 5164 | 42410 | | | | | T | PROFESSIONAL SERVICES | | | | 9,872.00 |
| 44 | 5113 | 42013 | | | | | T | PHARMACY | 500.00 | | | |
| 45 | 5113 | 42420 | | | | | T | LAB PROCESSING | 1,093.00 | | | |
| 46 | 5113 | 43540 | | | | | T | IN HOUSE LAB | 20.00 | | | |
| 47 | 5114 | 42200 | | | | | T | SOFTWARE MAINTENANCE | 77.00 | | | |
| | | | | | | | T | FOOD | | | | |

JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|------------------|------|---------|------|------------|------------|----------|---------------------|-----------------------|----------|--------|----------|----------|
| 2024 | 11 | 545 | BUA | 05/29/2024 | 05/29/2024 | 060324 | chelsey.lanier | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | DEBIT | CREDIT | OB | |
| | | | | | | | ACCOUNT DESCRIPTION | | | | | |
| 48 | 5114 | 42980 | | | | | T | | 2,404.00 | | | |
| 49 | 5114 | 42990 | | | | | T | PROGRAM SUPPLIES | 60.00 | | | |
| 50 | 5124 | 43250 | | | | | T | INCENTIVES | 166.00 | | | |
| 51 | 5129 | 42980 | | | | | T | POSTAGE | 12.00 | | | |
| 52 | 5151 | 42420 | | | | | T | PROGRAM SUPPLIES | 855.00 | | | |
| 53 | 5151 | 42600 | | | | | T | IN HOUSE LAB | 11.00 | | | |
| 54 | 5151 | 43110 | | | | | T | OFFICE SUPPLIES | 187.00 | | | |
| 55 | 5163 | 41990 | | | | | T | TRAVEL | 100.00 | | | |
| 56 | 5163 | 43110 | | | | | T | PROFESSIONAL SERVICES | 166.00 | | | |
| 57 | 5163 | 43250 | | | | | T | TRAVEL | 170.00 | | | |
| 58 | 5163 | 43540 | | | | | T | POSTAGE | 83.00 | | | |
| 59 | 5164 | 41990 | | | | | T | SOFTWARE MAINTENANCE | 100.00 | | | |
| 60 | 5164 | 42600 | | | | | T | PROFESSIONAL SERVICES | 135.00 | | | |
| 61 | 5164 | 42980 | | | | | T | OFFICE SUPPLIES | 110.00 | | | |
| 62 | 5164 | 43110 | | | | | T | PROGRAM SUPPLIES | 24.00 | | | |
| 63 | 5167 | 42420 | | | | | T | TRAVEL | 313.00 | | | |
| 64 | 5167 | 42600 | | | | | T | IN HOUSE LAB | 758.00 | | | |
| 65 | 5167 | 42990 | | | | | T | OFFICE SUPPLIES | 1,921.00 | | | |
| 66 | 5167 | 43250 | | | | | T | INCENTIVES | 530.00 | | | |
| 67 | 5167 | 43540 | | | | | T | POSTAGE | 77.00 | | | |
| | | | | | | | T | SOFTWARE MAINTENANCE | | | | |
| ** JOURNAL TOTAL | | | | | | | | | 0.00 | 0.00 | | |

JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|------|------|---------|------|------------|------------|----------|------------------|------------------------------|----------|--------|----------|----------|
| 2024 | 11 | 548 | BUA | 05/29/2024 | 05/29/2024 | 060324 | chelsey.lanier | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | ACCOUNT DESCRIPTION | DEBIT | CREDIT | OB | |
| 1 | 5111 | 43530 | | | | | T | | | | 2,000.00 | |
| 2 | 5111 | 42724 | | | | | T | REPAIRS VEHICLES | | | 250.00 | |
| 3 | 5111 | 42490 | | | | | T | CREDIT CARD CHARGES | | | 750.00 | |
| 4 | 5111 | 41990 | | | | | T | VEHICLE SUPPLIES | | | 2,035.00 | |
| 5 | 5110 | 40121 | | | | | T | PROFESSIONAL SERVICES | | | 1,163.00 | |
| 6 | 5179 | 43250 | | | | | T | SALARIES | | | 50.00 | |
| 7 | 5191 | 43110 | | | | | T | POSTAGE | | | 20.25 | |
| 8 | 5133 | 42600 | | | | | T | TRAVEL | | | 155.00 | |
| 9 | 5110 | 42100 | | | | | T | OFFICE SUPPLIES | 2,600.00 | | | |
| 10 | 5110 | 42120 | | | | | T | HOUSEKEEPING | 50.00 | | | |
| 11 | 5110 | 42500 | | | | | T | UNIFORMS | 167.00 | | | |
| 12 | 5110 | 43110 | | | | | T | VEHICLE GASOLINE | 1,087.00 | | | |
| 13 | 5111 | 42100 | | | | | T | TRAVEL | 50.00 | | | |
| 14 | 5111 | 42600 | | | | | T | HOUSEKEEPING | 470.00 | | | |
| 15 | 5111 | 43210 | | | | | T | OFFICE SUPPLIES | 600.00 | | | |
| 16 | 5110 | 42600 | | | | | T | TELEPHONE | 6.00 | | | |
| 17 | 5110 | 43510 | | | | | T | OFFICE SUPPLIES | 5.00 | | | |
| 18 | 5123 | 40121 | | | | | T | REPAIRS BUILDING AND GROUNDS | 852.00 | | | |
| 19 | 5123 | 40181 | | | | | T | SALARIES | 63.00 | | | |
| 20 | 5123 | 40182 | | | | | T | SOCIAL SECURITY | 111.00 | | | |
| 21 | 5123 | 40183 | | | | | T | RETIREMENT | 137.00 | | | |
| | | | | | | | T | HOSPITAL INSURANCE | | | | |

JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|------------------|------|---------|------|------------|------------|----------|----------------------|--------|----------|--------|----------|----------|
| 2024 | 11 | 548 | BUA | 05/29/2024 | 05/29/2024 | 060324 | chelsey.lanier | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | | DEBIT | CREDIT | OB |
| | | | | | | | ACCOUNT DESCRIPTION | | | | | |
| 22 | 5179 | 42980 | | | | | T | | | | 50.00 | |
| 23 | 5191 | 43250 | | | | | T | | | | 20.25 | |
| 24 | 5133 | 42980 | | | | | T | | | | 88.00 | |
| 25 | 5133 | 43540 | | | | | T | | | | 67.00 | |
| | | | | | | | PROGRAM SUPPLIES | | | | | |
| | | | | | | | POSTAGE | | | | | |
| | | | | | | | PROGRAM SUPPLIES | | | | | |
| | | | | | | | SOFTWARE MAINTENANCE | | | | | |
| ** JOURNAL TOTAL | | | | | | | | | | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|------------------|------|---------|------|------------|------------|----------|-----------------------|--------|----------|--------|----------|----------|
| 2024 | 11 | 549 | BUA | 05/29/2024 | 05/29/2024 | 060324 | chelsey.lanier | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | | DEBIT | CREDIT | OB |
| | | | | | | | ACCOUNT DESCRIPTION | | | | | |
| 1 | 5165 | 42990 | | | | | T | | | | | 1,700.00 |
| 2 | 5165 | 41990 | | | | | T | | | | 1,700.00 | |
| | | | | | | | INCENTIVES | | | | | |
| | | | | | | | PROFESSIONAL SERVICES | | | | | |
| ** JOURNAL TOTAL | | | | | | | | | | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|------------------|------|---------|------|------------|------------|----------|---------------------|--------|----------|--------|----------|----------|
| 2024 | 11 | 551 | BUA | 05/29/2024 | 05/29/2024 | 060324 | chelsey.lanier | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | | DEBIT | CREDIT | OB |
| | | | | | | | ACCOUNT DESCRIPTION | | | | | |
| 1 | 5113 | 42013 | | | | | T | | | | | 300.00 |
| 2 | 5151 | 42980 | | | | | T | | | | 300.00 | |
| | | | | | | | LAB PROCESSING | | | | | |
| | | | | | | | PROGRAM SUPPLIES | | | | | |
| ** JOURNAL TOTAL | | | | | | | | | | 0.00 | 0.00 | |

JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|------|------|---------|------|------------|------------|----------|---------------------|-------------------------------|------------------|--------|----------|----------|
| 2024 | 11 | 560 | BUA | 05/29/2024 | 05/29/2024 | 060324 | chelsey.lanier | 1 | N | Hist | 2024 | |
| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | | DEBIT | CREDIT | OB | |
| | | | | | | | ACCOUNT DESCRIPTION | | | | | |
| 1 | 5165 | 42420 | | | | | T | | | | 800.00 | |
| 2 | 5165 | 42600 | | | | | T | IN HOUSE LAB | | | 1,400.00 | |
| 3 | 5165 | 42990 | | | | | T | OFFICE SUPPLIES | | | 900.00 | |
| 4 | 5166 | 42600 | | | | | T | INCENTIVES | | | 200.45 | |
| 5 | 5166 | 42980 | | | | | T | OFFICE SUPPLIES | | | 328.00 | |
| 6 | 5166 | 43110 | | | | | T | PROGRAM SUPPLIES | | | 48.33 | |
| 7 | 5166 | 43250 | | | | | T | TRAVEL | | | 50.00 | |
| 8 | 5165 | 42980 | | | | | T | POSTAGE | | | 400.00 | |
| 9 | 5165 | 43530 | | | | | T | PROGRAM SUPPLIES | | | 400.00 | |
| 10 | 5165 | 44500 | | | | | T | REPAIRS VEHICLES | | | 500.00 | |
| 11 | 5165 | 43520 | | | | | T | INSURANCE AND BONDS | | | 114.69 | |
| 12 | 5165 | 43210 | | | | | T | REPAIRS & MAINTENANCE EQUIPME | 133.00 | | | |
| 13 | 5165 | 43250 | | | | | T | TELEPHONE | 272.00 | | | |
| 14 | 5166 | 40121 | | | | | T | POSTAGE | 2,119.00 | | | |
| 15 | 5166 | 40181 | | | | | T | SALARIES | 347.00 | | | |
| 16 | 5166 | 40182 | | | | | T | SOCIAL SECURITY | 569.00 | | | |
| 17 | 5166 | 40183 | | | | | T | RETIREMENT | 1,698.00 | | | |
| 18 | 5166 | 40184 | | | | | T | HOSPITAL INSURANCE | 2.00 | | | |
| 19 | 5166 | 43540 | | | | | T | Life Insurance | 1.47 | | | |
| | | | | | | | T | SOFTWARE MAINTENANCE | | | | |
| | | | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |
| | | | | | | | | | ** GRAND TOTAL | 0.00 | 0.00 | |

20 Journals printed

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

BA # _____

Duplin County
Budget Amendment

Department Title

Health Department

Department Head's Signature

Tracey Simmons - Kornegay / Billie Jo Dunn

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

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

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

Brief description of why this amendment is being requested:
cover vaccine shipping and ultrasound machine servicing

| Expense code to DECREASE | Line Item Description | Credit Amount | Expense code to INCREASE | Line Item Description | Debit Amount |
|--------------------------|-----------------------|---------------|--------------------------|-------------------------|--------------|
| 5114-42600 | office supplies | 20.00 | 5114-43250 | postage | 20.00 |
| 5163-42600 | office supplies | 450.00 | 5163-43520 | repairs and maintenance | 450.00 |
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| Total | | 470.00 | Total | | 470.00 |

Chelsey Ranier

Finance Signature

Date Approved:

05/16/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title _____ Communications

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 or any changes to revenue must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

A/C Replace

| Line Item to DECREASE | Line Item Description | Credit Amount | Line Item to INCREASE | Line Item Description | Debit Amount |
|-----------------------|-----------------------|---------------|-----------------------|-----------------------|--------------|
| 4314-40183 | Hospital Insurance | 5,495.48 | 4314-43510 | Repairs Building | 5,495.48 |
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| Total | | 5,495.48 | Total | | 5,495.48 |

Celisy Rainer

Finance Signature _____
Date Approved: _____ 5/17/2024

Manager Signature _____
Date Approved: _____

Commisioner Approval _____
Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title

Health Department

Department Head's Signature

Tracey Simmons - Kornegay / Billie Jo Dunn

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

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

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

Brief description of why this amendment is being requested:
cover labcorp bill

| Expense code to DECREASE | Line Item Description | Credit Amount | Expense code to INCREASE | Line Item Description | Debit Amount |
|--------------------------|-----------------------|---------------|--------------------------|-----------------------|--------------|
| 5167-42990 | incentives | 1,000.00 | 5151-42013 | lab processing | 1,300.00 |
| 5163-42600 | office supplies | 475.00 | 5167-42013 | lab processing | 175.00 |
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| Total | | 1,475.00 | Total | | 1,475.00 |

Finance Signature

Date Approved:

Chelsey Ranier

5/17/24

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title

Health Department

Department Head's Signature

Tracey Simmons - Kornegay / Billie Jo Dunn

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

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

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

Brief description of why this amendment is being requested:

| Expense code to DECREASE | Line Item Description | Credit Amount | Expense code to INCREASE | Line Item Description | Debit Amount |
|--------------------------|-------------------------|---------------|--------------------------|-----------------------|--------------|
| 5124-42420 | in house lab | 409.00 | 5124-41990 | Professional Services | 550.00 |
| 5124-42490 | vehicle supplies | 50.00 | | | |
| 5124-42980 | program supplies | 91.00 | | | |
| | | | | | |
| 5167-42600 | office supplies | 450.00 | 5167-43550 | software maintenance | 450.00 |
| | | | | | |
| 5163-43520 | Repairs and Maint Equip | 480.00 | 5163-43550 | software maintenance | 930.00 |
| 5163-42600 | office supplies | 450.00 | | | |
| | | | | | |
| 5164-42370 | injectables | 200.00 | 5164-43550 | software maintenance | 360.00 |
| 5164-42600 | office supplies | 160.00 | | | |
| | | | | | |
| | | | | | |
| Total | | 2,290.00 | Total | | 2,290.00 |

Finance Signature

Date Approved:

Chelsey Rania

5/17/24

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title Veterans

Department Head's Signature Laura Drakeford

(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:

Accounts that have overdraft from budget year.

| Expense code to DECREASE | Line Item Description | Credit Amount | Expense code to INCREASE | Line Item Description | Debit Amount |
|--------------------------|-----------------------|---------------|--------------------------|------------------------------|--------------|
| 5820-43110 | Travel | 450.00 | 5820-43510 | Repairs Building and Grounds | 300.00 |
| | | | 5820-44300 | Rent | 50.00 |
| | | | 5820-44500 | Insurance and Bonds | 100.00 |
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| Total | | 450.00 | Total | | 450.00 |

Finance Signature _____
Date Approved: _____

Chester Rania
5/22/24

Manager Signature _____
Date Approved: _____

Commissioner Approval _____
Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title

Cooperative Extension

Department Head's Signature

Bridget Hoffman

(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:

Finalizing some grant accounts

| Expense code to DECREASE | Line Item Description | Credit Amount | Expense code to INCREASE | Line Item Description | Debit Amount |
|--------------------------|-----------------------|---------------|--------------------------|-----------------------|--------------|
| 4952-40181 | Social Security | 431.94 | 4952.40121 | Salaries | 1,083.68 |
| 4952-40182 | Retirement | 621.91 | 4952-42381 | Educational Supplies | 1,390.27 |
| 4952-40183 | Hospital Insurance | 1,105.38 | | | |
| 4952-40184 | Life Insurance | 3.60 | | | |
| 4952-43540 | Software Maintenance | 29.80 | | | |
| 4952-42600 | Office Supplies | 281.32 | | | |
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| Total | | 2,473.95 | Total | | 2,473.95 |

Chelsey Rania

Finance Signature

Date Approved:

5/22/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title

Health Department

Department Head's Signature

Tracey Simmons-Kornegay

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

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

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

Brief description of why this amendment is being requested:

To cover lab corp invoice

| Expense code to DECREASE | Line Item Description | Credit Amount | Expense code to INCREASE | Line Item Description | Debit Amount |
|--------------------------|-----------------------|---------------|--------------------------|-----------------------|--------------|
| 5129-42420 | In house labs | 400.00 | 5129-42013 | lab processing | 400.00 |
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| Total | | 400.00 | Total | | 400.00 |

Chelsea Ranier

Finance Signature

Date Approved:

5/23/24

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title

Health Department

Department Head's Signature

Tracey Simmons - Kornegay / Billie Jo Dunn

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

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

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

Brief description of why this amendment is being requested:

cover invoices being sent over

| Expense code to DECREASE | Line Item Description | Credit Amount | Expense code to INCREASE | Line Item Description | Debit Amount |
|--------------------------|-----------------------|---------------|--------------------------|-----------------------|--------------|
| 5123-42980 | program supplies | 610.81 | 5123-41990 | professional services | 1,010.81 |
| 5123-45100 | capital outlay | 400.00 | | | |
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| Total | | 1,010.81 | Total | | 1,010.81 |

Finance Signature

Chelsey Ramirez

Date Approved:

5/23/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title

Health Department

Department Head's Signature

Tracey Simmons-Kornegay

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

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

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

Brief description of why this amendment is being requested:

To cover line item expenses within Regional Prevention

| Expense code to DECREASE | Line Item Description | Credit Amount | Expense code to INCREASE | Line Item Description | Debit Amount |
|--------------------------|-----------------------|---------------|--------------------------|-----------------------|--------------|
| 5176-41990 | Professional Services | 1,559.85 | 5176-42990 | Incentives | 1,559.85 |
| 5176-41990 | Professional Services | 32.18 | 5176-42600 | Office Supplies | 32.18 |
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| Total | | 1,592.03 | Total | | 1,592.03 |

Finance Signature

Date Approved:

Chelsea Franier
5/23/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title

Library

Department Head's Signature

Laura Jones

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

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

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

Brief description of why this amendment is being requested:

Moving money to cover overspent accounts

| Expense code to DECREASE | Line Item Description | Credit Amount | Expense code to INCREASE | Line Item Description | Debit Amount |
|--------------------------|-----------------------|---------------|--------------------------|-------------------------|--------------|
| 6110-43540 | Software Maintenance | 633.20 | 6110-43222 | Telephone Elect. Access | 633.20 |
| 6110-43540 | Software Maintenance | 62.06 | 6110-44300 | Rent | 62.06 |
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| Total | | 695.26 | Total | | 695.26 |

Finance Signature

Date Approved:

Chelsey Ponce
5/23/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title

EMS

Department Head's Signature

Brandon Thomas McMahon

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

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

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

Brief description of why this amendment is being requested:

To cover over spent accounts

| Expense code to DECREASE | Line Item Description | Credit Amount | Expense code to INCREASE | Line Item Description | Debit Amount |
|--------------------------|------------------------------|---------------|--------------------------|-----------------------|--------------|
| 4370-43210 | Telephone | 1,287.59 | 4370-42100 | Housekeeping | 1,287.59 |
| 4370-43520 | Repairs & Maintenance Equipm | 1,400.00 | 4370-42490 | Vehicle Supplies | 1,400.00 |
| 4370-43530 | Repairs Vehicles | 820.40 | 4370-42600 | Office Supplies | 820.40 |
| 4370-43540 | Software Maintenance | 300.00 | 4370-43250 | Postage | 300.00 |
| 4370-43300 | Utilities | 719.03 | 4370-43110 | Travel | 719.03 |
| 4370-43300 | Utilities | 93.90 | 4370-42724 | Credit Card Charges | 93.90 |
| 4370-43510 | Repairs Building and Ground | 4,000.00 | 4370-42980 | Program Supplies | 4,000.00 |
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| | | | | | |
| Total | | 8,620.92 | Total | | 8,620.92 |

Finance Signature

Chelsey Rancier

Date Approved:

5/23/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title

Social Services

Department Head's Signature

completed by Dana Smith

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

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

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

Brief description of why this amendment is being requested:

To correct overbudget and add for remainder of year

| Expense code to DECREASE | Line Item Description | Credit Amount | Expense code to INCREASE | Line Item Description | Debit Amount |
|--------------------------|------------------------|---------------|--------------------------|-----------------------|--------------|
| 5300-43510 | Repairs Bldg & Grounds | 8,000.00 | 5300-42100 | Housekeeping Supplies | 8,000.00 |
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| Total | | 8,000.00 | Total | | 8,000.00 |

Chelsey Ranier

Finance Signature

Date Approved:

5/24/24

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title

Social Services

Department Head's Signature

completed by Dana Smith

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

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

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

Brief description of why this amendment is being requested:

To correct overbudget and add for remainder of year

| Expense code to DECREASE | Line Item Description | Credit Amount | Expense code to INCREASE | Line Item Description | Debit Amount |
|--------------------------|------------------------|---------------|--------------------------|-----------------------|--------------|
| 5300-43510 | Repairs Bldg & Grounds | 50.00 | 5300-42120 | Uniforms | 50.00 |
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| Total | | 50.00 | Total | | 50.00 |

Celsy Rania

Finance Signature

Date Approved:

5/24/24

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title

Museum

Department Head's Signature

Tom Lytle *May 28, 2024*

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

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

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

Brief description of why this amendment is being requested:

To balance the budget of both 6140 and 6144 line items.

| Expense code to DECREASE | Line Item Description | Credit Amount | Expense code to INCREASE | Line Item Description | Debit Amount |
|--------------------------|-----------------------|---------------|--------------------------|-----------------------|--------------|
| 6144-41990 | Professional Services | 483.59 | 6144-43910 | Marketing | 483.59 |
| 6144-41990 | Professional Services | 11.25 | 6144-40181 | Social Security | 11.25 |
| 6144-43110 | Travel | 3.26 | 6144-40181 | Social Security | 3.26 |
| 6144-43250 | Postage | 47.84 | 6144-40181 | Social Security | 47.84 |
| 6144-43912 | Printing | 269.78 | 6144-40181 | Social Security | 269.78 |
| 6144-43912 | Printing | 625.99 | 6144-40121 | Salaries | 625.99 |
| 6144-42600 | Office Supplies | 2,541.05 | 6144-40121 | Salaries | 2,541.05 |
| 6144-43912 | Printing | 659.81 | 6144-40182 | Retirement | 659.81 |
| | | | | | |
| 6140-43912 | Printing | 88.90 | 6140-42100 | Housekeeping | 88.90 |
| | | | | | |
| Total | | 4,731.47 | Total | | 4,731.47 |

Finance Signature

Date Approved:

Chelsea Romier
5/29/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title Senior Services
Department Head's Signature Melisa S. Brown
(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:
Transfer funds in the following programs to cover overages/unexpected increases.

| Expense code to DECREASE | Line Item Description | Credit Amount | Expense code to INCREASE | Line Item Description | Debit Amount |
|--------------------------|-----------------------|---------------|--------------------------|-----------------------|--------------|
| 5605-41860 | Workers Compensation | 1,728.00 | 5605-43110 | Travel | 1,728.00 |
| | | | | | |
| 5606-40121 | Salaries | 9.17 | 5606-42600 | Office Supplies | 87.00 |
| 5606-40181 | Social Security | 4.29 | 5606-43250 | Postage | 126.01 |
| 5606-40182 | Retirement | 1.62 | | | |
| 5606-40183 | Hospital Insurance | 22.22 | | | |
| 5606-40184 | Life Insurance | 0.71 | | | |
| 5606-43910 | Marketing | 175.00 | | | |
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| | | | | | |
| Total | | 1,941.01 | Total | | 1,941.01 |

Finance Signature Chelcee Romie
Date Approved: 5/29/24
Manager Signature _____
Date Approved: _____
Commisioner Approval _____
Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title _____

Utility Director

Department Head's Signature _____

Jeff Williams

(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:

| Expense code to DECREASE | Line Item Description | Credit Amount | Expense code to INCREASE | Line Item Description | Debit Amount |
|--------------------------|------------------------------|---------------|--------------------------|----------------------------|--------------|
| 7131-43510 | Repairs Building and Grounds | 9,034.13 | 7100-42500 | Vehicle Gasoline | 4,000.00 |
| | | | 7100-42980 | Program Supplies | 4,000.00 |
| | | | 7100-43510 | Repairs Building & Grounds | 148.16 |
| | | | 7133-43510 | Professional Services | 200.00 |
| | | | 7134-74104 | Debt Principal | 205.86 |
| | | | 7136-47104 | Debt Principal | 480.11 |
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| Total | | 9,034.13 | Total | | 9,034.13 |

Finance Signature _____

Date Approved: _____

Cheryl Ramey
6/29/24

Manager Signature _____

Date Approved: _____

Commissioner Approval _____

Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title

Health Department

Department Head's Signature

Tracey Simmons - Kornegay / Billie Jo Dunn

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

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

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

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

| Expense code to DECREASE | Line Item Description | Credit Amount | Expense code to INCREASE | Line Item Description | Debit Amount |
|--------------------------|-----------------------|---------------|--------------------------|-----------------------|--------------|
| 5164-42410 | pharmacy | 9,872.00 | 5113-42013 | lab processing | 500.00 |
| | | | 5113-42420 | in house lab | 1,093.00 |
| | | | 5113-43540 | software maintenance | 20.00 |
| | | | 5114-42200 | Food | 77.00 |
| | | | 5114-42980 | program supplie | 2,404.00 |
| | | | 5114-42990 | incentives | 60.00 |
| | | | 5124-43250 | postage | 166.00 |
| | | | 5129-42980 | program supplie | 12.00 |
| | | | 5151-42420 | in house lab | 855.00 |
| | | | 5151-42600 | office supplies | 11.00 |
| | | | 5151-43110 | travel | 187.00 |
| | | | 5163-41990 | professional services | 100.00 |
| | | | 5163-43110 | travel | 166.00 |
| | | | 5163-43250 | postage | 170.00 |
| | | | 5163-43540 | software maintenance | 83.00 |
| | | | 5164-41990 | professional services | 100.00 |
| | | | 5164-42600 | office supplies | 135.00 |
| | | | 5164-42980 | program supplie | 110.00 |
| | | | 5164-43110 | travel | 24.00 |
| | | | 5167-42420 | in house lab | 313.00 |
| | | | 5167-42600 | office supplies | 758.00 |
| | | | 5167-42990 | incentives | 1,921.00 |
| | | | 5167-43250 | postage | 530.00 |
| | | | 5167-43540 | software maintenance | 77.00 |
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| Total | | 9,872.00 | Total | | 9,872.00 |

Finance Signature

Date Approved:

Cheryl Lavin
5/24/14

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title

Health Department

Department Head's Signature

Tracey Simmons - Kornegay / Billie Jo Dunn

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

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

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

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

| Expense code to DECREASE | Line Item Description | Credit Amount | Expense code to INCREASE | Line Item Description | Debit Amount |
|--------------------------|-----------------------|---------------|--------------------------|--------------------------|--------------|
| 5111-43530 | repairs vehicles | 2,000.00 | 5110-42100 | housekeeping | 2,600.00 |
| 5111-42724 | credit card charges | 250.00 | 5110-42120 | uniforms | 50.00 |
| 5111-42490 | vehicle supplies | 750.00 | 5110-42500 | vehicle gasoline | 167.00 |
| 5111-41990 | professional services | 2,035.00 | 5110-43110 | travel | 1,087.00 |
| | | | 5111-42100 | housekeeping | 50.00 |
| | | | 5111-42600 | office supplies | 470.00 |
| | | | 5111-43210 | telephone | 600.00 |
| | | | 5110-42600 | office supplies | 6.00 |
| | | | 5110-43510 | repairs bldg and grounds | 5.00 |
| 5110-40121 | salaries | 1,163.00 | 5123-40121 | salaries | 852.00 |
| | | | 5123-40181 | social security | 63.00 |
| | | | 5123-40182 | retirement | 111.00 |
| | | | 5123-40183 | hospital insurance | 137.00 |
| 5179-43250 | postage | 50.00 | 5179-42980 | program supplies | 50.00 |
| 5191-43110 | travel | 20.25 | 5191-43250 | postage | 20.25 |
| 5133-42600 | office supplies | 155.00 | 5133-42980 | program supplies | 88.00 |
| | | | 5133-43540 | software maintenance | 67.00 |
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| | | | | | |
| Total | | 6,423.25 | Total | | 6,423.25 |

Finance Signature
Date Approved:

Chelsea Lamin
5/29/24

Manager Signature
Date Approved:

Commisioner Approval
Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title

Health Department

Department Head's Signature

Tracey Simmons - Kornegay / Billie Jo Dunn

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

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

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

Brief description of why this amendment is being requested:

cover line item shortages in WIC

| Expense code to DECREASE | Line Item Description | Credit Amount | Expense code to INCREASE | Line Item Description | Debit Amount |
|--------------------------|----------------------------|----------------------------|--------------------------|-----------------------|------------------------------|
| 5165-42420 | in house lab | 800.00 | 5165-43210 | telephone | 133.00 |
| 5165-42600 | office supplies | 1,400.00 | 5165-43250 | postage | 272.00 |
| 5165-42990 | incentives | 900.00 2,600.00 | 5166-40121 | salary | 2,419.00 3,819.00 |
| 5166-42600 | office supplies | 200.45 | 5166-40181 | social security | 347.00 |
| 5166-42980 | program supplies | 328.00 | 5166-40182 | retirement | 569.00 |
| 5166-43110 | travel | 48.33 | 5166-40183 | hospital insurance | 1,698.00 |
| 5166-43250 | postage | 50.00 | 5166-40184 | life insurance | 2.00 |
| 5165-42980 | program supplies | 400.00 | 5166-43540 | software maintenance | 1.47 |
| 5165-43530 | repairs vehicles | 400.00 | | | |
| 5165-44500 | insurance and bonds | 500.00 | | | |
| 5165-43520 | repairs and maintenance eq | 114.69 | | | |
| | | | | | |
| | | | | | |
| Total | | 6,841.47 | Total | | 6,841.47 |

Finance Signature

Date Approved:

Chelsy Perrin
5/29/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

County Commissioners Agenda Request Form

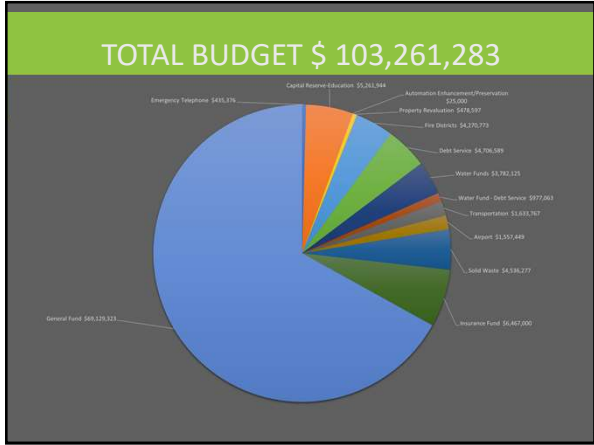
Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

| | |
|--|--------------------------|
| Name/Department: Bryan Miller, County Manager | Meeting Date: 06/03/2024 |
| <p>Subject: Conduct a public hearing on the Fiscal Year (FY) 2024-2025 Duplin County Budget. Pursuant to NC General Statute 159-12, before Duplin County can adopt the county's budget ordinance, the Board of County Commissioners must first hold a public hearing at which time any persons who wish to be heard on the budget may appear.</p> <p>Conduct a public hearing on the Fiscal Year (FY) 2024-2025 Duplin County Economic Development Budget. Pursuant to NC General Statute 158-7.19(c), before any appropriation or expenditure can be made for Economic Development a public hearing must be held.</p> | |
| Requested Action: None | |
| Budget impact for this fiscal year: (Funds available, allocation needed, etc.) | |
| Budget impact for subsequent years: (Funds available, allocation needed, etc.) | |
| Time needed to explain to Commissioners: 30 Minutes | |
| Attachments: Budget Presentation | |
| Instructions for what to do with attachments once approved: | |

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr at jaimec@duplincountync.com or Bryan Miller at bryan.miller@duplincountync.com. The deadline for getting on the agenda is **NOON on the Wednesday preceding the meeting.by the agenda deadline.**



FY 2024-2025 Budget Presentation





General Fund

GENERAL FUND

| | |
|--|----------------|
| Estimated Revenues | \$(65,822,769) |
| Recommended Expenditures | \$ 69,128,323 |
| | |
| Fund Balance Appropriated To Balance Budget | \$ (3,305,554) |

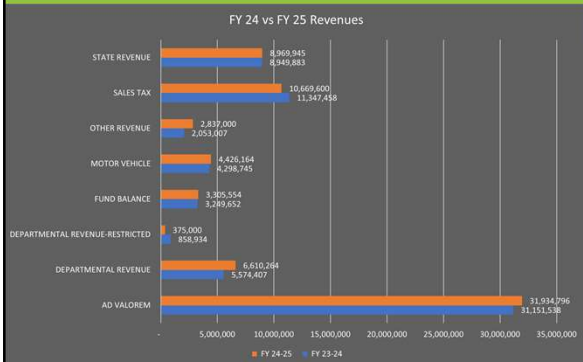
Fund Balance Appropriated in prior fiscal years:

| | |
|-------|-------------|
| FY 24 | \$3,249,652 |
| FY 23 | \$2,753,796 |
| FY 22 | \$2,929,787 |
| FY 21 | \$3,004,754 |
| FY 20 | \$2,935,926 |

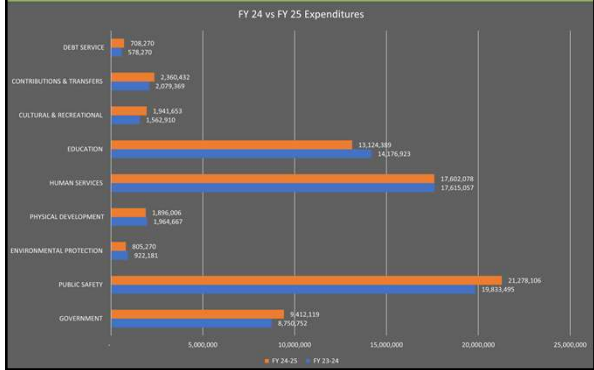
GENERAL FUND HIGHLIGHTS

- Mandatory increase in retirement contributions
- Increase to budgeted insurance costs per employee of 3%
- Capital requests of \$796,428
- Increase in budgeted ad valorem tax estimated at 2.45%
- Cost of living adjustments
- 5% increase to Duplin Schools contribution (\$500,008)

GENERAL FUND REVENUES



GENERAL FUND EXPENDITURES



SALES TAX

Budget vs. Actual

FY 22 \$616,897

FY 23 \$1,587,502

FY 24 \$-846,292 (estimated)

| | Budget | | | |
|-----------------------------|------------------|-------------------|-------------------|-------------------|
| | FY 21-22 | FY 22-23 | FY 23-24 | FY 24-25 |
| SALES TAX (ART 398) | 3,621,581 | 3,621,581 | 4,314,352 | 4,591,000 |
| SALES TAX 1/2 (170% ART 40) | 3,248,652 | 3,248,652 | 4,501,358 | 3,266,700 |
| SALES TAX 1/2 (40% ART 42) | 182,418 | 182,418 | 342,043 | 427,500 |
| SALES TAX (ART 44-524) | 1,677,460 | 1,677,460 | 2,189,705 | 2,384,400 |
| Total | 8,730,111 | 8,730,111 | 11,347,458 | 10,669,600 |
| | Actual | | Estimate | |
| SALES TAX (ART 398) | 4,031,818 | 4,432,843 | 4,507,612 | |
| SALES TAX 1/2 (160% ART 40) | 3,077,420 | 3,263,630 | 3,220,003 | |
| SALES TAX 1/2 (40% ART 42) | 318,651 | 415,619 | 389,287 | |
| SALES TAX 1/2 (ART 44) | (86,14) | (363) | (0.99) | |
| SALES TAX (ART 44-524) | 1,919,205 | 2,205,884 | 2,384,265 | |
| Total | 9,347,008 | 10,317,613 | 10,501,166 | |



Enterprise and Other Funds

ECONOMIC DEVELOPMENT

FY 24-25 Budget

| | |
|-------------------|--------------------|
| Salary & Fringe | \$192,003 |
| Operating | \$93,000 |
| <u>Incentives</u> | <u>\$1,000,000</u> |
| TOTAL | \$1,285,003 |

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: Melisa S. Brown; Senior Services | Meeting Date: June 3, 2024 |
| Subject: 2024 Duplin Governor Volunteer Service Award – Faison Sea Scout Ship 55 | |
| Summary, explanation and background: The Governor's Volunteer Service award honors people who have shown concern and compassion for their neighbors by making a significant contribution in their community through volunteer service. The awards program, created by the Office of the Governor in 1979, recognizes North Carolina's most dedicated volunteers. Each county can submit up to ten nominations with special volunteer types and service categories. Melisa S. Brown, Duplin award coordinator, will read a short narrative for Faison Sea Scout Ship 55, with a Commissioner presenting the certificate and service pin at meeting. | |
| Requested Action: N/A | |
| Budget impact for this fiscal year: N/A | |
| Budget impact for subsequent years: N/A | |
| Time needed to explain to Commissioners: 5 minutes | |
| Attachments: | |
| Instructions for what to do with attachments once approved: | |

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

County Commissioners Agenda Request Form

Agenda

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: EMS | Meeting Date: 6/3/2024 |
| Subject Presentation of EMS Lifesaver Award | |
| Summary, explanation and background: In the past 5-6 months, Duplin County EMS has had 3 cardiac arrest saves. A save is defined a return of a pulse and the patient is able to walk out of the hospital. We would like to present these crews with their lifesaver award and pin | |
| Requested Action: None | |
| Budget impact for this fiscal year: (Funds available, allocation needed, etc.) None | |
| Budget impact for subsequent years: (Funds available, allocation needed, etc.) None | |
| Time needed to explain to Commissioners: 10 minutes | |
| Attachments: None | |
| Instructions for what to do with attachments once approved: None | |

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

or 3-12-24

TOWN OF WARSAW
TAX REQUEST
RELEASE DATE MARCH 28, 2024

| NAME | TOWNSHIP | TOWN | FIRE DISTRICT | TAX YEAR | ACCOUNT NUMBER | EQUITY TAX | CAPITAL FUND | TOWN TAX | FIRE DISTRICT | WATER FEE | SOLID WASTE | TOTAL RELEASE | REASON FOR RELEASE |
|---|----------|------|---------------|----------|----------------|------------|--------------|----------|---------------|-----------|-------------|---------------|--------------------|
| DAVIS, DONALD RAY | 01 | T-73 | | 2023 | 2186145 | | | \$ 24.84 | | | | \$ 26.84 | BOULD BOAT IN 2021 |
| DAVIS, DONALD RAY | 01 | T-73 | | 2022 | 2186145 | | | \$ 5.85 | | | | \$ 5.85 | BOULD BOAT IN 2021 |
| | | | | | | | | | | | | \$ - | |
| | | | | | | | | | | | | \$ - | |
| GRAND TOTAL | | | | | | | | \$ 32.69 | \$ - | \$ - | \$ - | \$ 32.69 | |
| SUBMITTED BY: _____ FINAL APPROVAL BY: <i>Jo Turner</i> DATE APPROVED: <i>5/13/24</i> | | | | | | | | | | | | | |

May 17, 2024 4:48 PM
 Fax: 910-993-7701
 Fax: (910) 293-7701
 Page: 2 of No. 250512321 P. 24 AM
 P.C.

u 4-29-24

TOWN OF WARREN
TAX REQUEST
RELEASE DATE MAY 6, 2024

| NAME | TOWNSHIP | TOWN | FIRE DISTRICT | TAX YEAR | ACCOUNT NUMBER | COUNTY TAX | CAPITAL FUND | WORK TAX | SEE DISTRICT | WATER FUND | SOLID WASTE | TOTAL RELEASE | REASON FOR RELEASE |
|----------------------------------|----------|------|---------------------------------------|----------|----------------|------------------------|--------------|--------------|--------------|------------|-------------|---------------|------------------------------|
| FIELDING, ALFRED | 01 | T-73 | | 2023 | 3752883 | | | \$ 71.25 | | \$ - | | \$ 71.25 | CLERICAL ERROR WHEN KEYED |
| RODRIGUEZ, JOSE SALVADOR MANA | 01 | T-73 | | 2023 | 00000906 | | | \$ 7.87 | | \$ 0.79 | | \$ 8.66 | SOLD MY TRAILER IN 2022 |
| WARDEN BRIDGE, LLC | 13 | T-73 | | 2023 | 1001335 | | | \$ 18,944.52 | | \$ - | | \$ 18,944.52 | WRONG INFORMATION ON BILLING |
| | | | | | | | | | | | | \$ - | |
| | | | | | | | | | | | | \$ - | |
| GRAND TOTAL | | | | | | \$ - | \$ - | \$ 19,023.64 | \$ - | \$ 0.79 | \$ - | \$ 19,024.43 | |
| SUBMITTED BY: <i>[Signature]</i> | | | FINAL APPROVAL BY: <i>[Signature]</i> | | | DATE APPROVED: 5/13/24 | | | | | | | |

1-1100-CALC-1 40:03
1-1100-May, 17, 2024 4:48PM-1216C70C331
From: Duplin County Fax: 19182862831

To: 91028337701@RCFAX.COM Fax: (910) 283-7701

216C70C331
FORM No. 2505 P. 4 P. 1
Page: 2 of 2 05/10/2024 11:39 AM