



BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, October 7th, 2024

224 Seminary Street

Kenansville, N.C. 28349

6:00 p.m. Meeting Called to Order
Invocation
Pledge of Allegiance
Approval of Meeting Agenda

Approval of Minutes – Regular Meeting held on September 16th, 2024 **(A)**

Approval of Minutes – Joint Meeting held with James Sprunt Community College Board of Trustees on October 1st, 2024 **(B)**

REGULAR MEETING AGENDA

CONSENT AGENDA

1. Budget Amendments Journal Entry Proof **(C)**
2. Tax and Solid Waste Releases - #22249 - #22286 **(D)**
3. Corrected Tax and Solid Waste Release Request # 22157; # 22175; # 22218; & # 22234 Approved at the September 16th, 2024 Meeting **(E)**
4. Schedule a Public Hearing for October 21st, 2024 to Receive Public Comments Regarding the Request for Additional Funds to be added to Duplin County's 2022 Community Development Block Grant – Neighborhood Revitalization (CDBG-NR) in the Amount of \$370,000 for the Rehabilitation of all Houses Included in the Grant. **(F)**
5. Schedule a Public Hearing for October 21st, 2024 to Receive Public Comments for Project Panda **(G)**
6. Re-Appoint Mr. Tony Horne to the Duplin County Aging Advisory Committee for a Term of October 1st, 2024 through September 30th, 2028. **(H)**
7. Approve as Timely Filed the Following: Late Land Use Applications; Elderly/Disability Exemption Applications; and Veterans Exemption Applications. **(I)**
8. Accept State Fiscal Recovery Funds Directed Grant in the Amount of \$71,728; Authorize Chairman to Sign Amendment #1 to the Grant Contract Between the

- Department of Natural and Cultural Resources and Duplin County Library; and Authorize the Associated Budget Amendment (**J**)
9. Approve FY25 Community Transportation Program (Section 5311) Grant Agreement for Program Capital and Administrative Grant Funds Between Duplin County and the North Carolina Department of Transportation and Authorize Chairman to Sign. (**K**)
 10. Adopt a Resolution Adopting Capital Project Budget Ordinance and Awarding Construction Contract Duplin County Well B-3 Construction Project and Authorize Chairman to Sign (**L**)
 11. Approve Notice of Award to A.C. Shultes of Carolina, Inc. for Duplin County Well B-3 Construction Contract No. 4 – Test Well Construction and Authorize Chairman to Sign (**M**)
 12. Adopt the Following Resolutions and Authorize the Chairman to Sign: (**N**)
 - Resolution Accepting Funding Offer Water System Asset Inventory and Assessment Project AIA-D-ARP-0263 Duplin County
 - Resolution Adopting Capital Project Budget Ordinance Water System Asset Inventory and Assessment Project Division of Water Infrastructure ARPA Project AIA-D-ARP-0263 Duplin County
 - Resolution Accepting Funding Offer Water System Asset Inventory and Assessment Project AIA-D-ARP-0262 Albertson Water & Sewer District
 - Resolution Adopting Capital Project Budget Ordinance Water System Asset Inventory and Assessment Project Division of Water Infrastructure ARPA Project AIA-D-ARP-0262 Albertson Water & Sewer District
 - Resolution Accepting Funding Offer Water System Asset Inventory and Assessment Project AIA-D-ARP-0264 Duplin County Water District B
 - Resolution Adopting Capital Project Budget Ordinance Water System Asset Inventory and Assessment Project Division of Water Infrastructure ARPA Project AIA-D-ARP-0264 Duplin County Water District B
 - Resolution Accepting Funding Offer Water System Asset Inventory and Assessment Project AIA-D-ARP-0265 Duplin County Water District D
 - Resolution Adopting Capital Project Budget Ordinance Water System Asset Inventory and Assessment Project Division of Water Infrastructure ARPA Project AIA-D-ARP-0265 Duplin County Water District D
 - Resolution Accepting Funding Offer Water System Asset Inventory and Assessment Project AIA-D-ARP-0266 Duplin County Water District E
 - Resolution Adopting Capital Project Budget Ordinance Water System Asset Inventory and Assessment Project Division of Water Infrastructure ARPA Project AIA-D-ARP-0266 Duplin County Water District E
 - Resolution Accepting Funding Offer Water System Asset Inventory and Assessment Project AIA-D-ARP-0267 Duplin County Water District F
 - Resolution Adopting Capital Project Budget Ordinance Water System Asset Inventory and Assessment Project Division of Water Infrastructure ARPA Project AIA-D-ARP-0267 Duplin County Water District F
 - Resolution Accepting Funding Offer Water System Asset Inventory and Assessment Project AIA-D-ARP-0268 Duplin County Water District G
 - Resolution Adopting Capital Project Budget Ordinance Water System Asset Inventory and Assessment Project Division of Water Infrastructure ARPA Project AIA-D-ARP-0268 Duplin County Water District G

ITEMS TO BE MADE PART OF MINUTES

- Administrative Budget Amendment Journal Inquiry (O)

REGULAR AGENDA ITEMS OF BUSINESS

- 6:05 p.m.** Public Comments (limited to three (3) minutes per speaker)
- 6:15 p.m.** Melissa Kennedy, E911 Addressing Project Coordinator
Conduct a Public Hearing (P)
- 6:20 p.m.** Ben Jones
Conduct a Public Hearing (Q)
- 6:35 p.m.** Presentation of an Award to Mattie Batts.
- 6:40 p.m.** Presentation of an Awarded to Patricia Marable-Williams
- 6:45 p.m.** Presentation of Retirement Plaque to Atwood Mobley
- 6:50 p.m.** Presentation of Retirement Plaque to Davis Brinson
- 6:55 p.m.** Bryan Miller, County Manager
General Comments/Announcements

CLOSED SESSION

Economic Development NCGS § 143-318.11 (a) (4)
Personnel Matters NCGS § 143-318.11 (a) (6)

FYI (R)

Town of Rose Hill Tax Release Request
Town of Warsaw Tax Release Request

REPORTS (S)

Cooperative Extension - August 2024
Garage – September 2024
Register of Deeds – September 2024
Senior Services – August 2024
Social Services – August 2024

ADJOURN

Motion to adjourn until October 21st, 2024 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, October 7th, 2024

224 Seminary Street

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, October 7th, 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 September 16th, 2024. (A)

RECOMMENDED MOTION: Motion to approve the minutes of the September 16th, 2024 Board of Commissioners meeting as presented.

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

- 6. Approval of Minutes – Joint Meeting held with James Sprunt Community College Board of Trustees on October 1st, 2024 **(B)**

RECOMMENDED MOTION: Motion to approve the minutes of the October 1st, 2024 Board of Commissioners joint meeting held with James Sprunt Community College Board of Trustees as presented.

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

REGULAR MEETING AGENDA

CONSENT AGENDA

- 1. Budget Amendments Journal Entry Proof **(C)**
- 2. Tax and Solid Waste Releases - #22249 - #22286 **(D)**
- 3. Corrected Tax and Solid Waste Release Request # 22157; # 22175; # 22218; & # 22234 Approved at the September 16th, 2024 Meeting **(E)**
- 4. Schedule a Public Hearing for October 21st, 2024 to Receive Public Comments Regarding the Request for Additional Funds to be added to Duplin County’s 2022 Community Development Block Grant – Neighborhood Revitalization (CDBG-NR) in the Amount of \$370,000 for the Rehabilitation of all Houses Included in the Grant. **(F)**
- 5. Schedule a Public Hearing for October 21st, 2024 to Receive Public Comments for Project Panda **(G)**
- 6. Re-Appoint Mr. Tony Horne to the Duplin County Aging Advisory Committee for a Term of October 1st, 2024 through September 30th, 2028. **(H)**
- 7. Approve as Timely Filed the Following: Late Land Use Applications; Elderly/Disability Exemption Applications; and Veterans Exemption Applications. **(I)**
- 8. Accept State Fiscal Recovery Funds Directed Grant in the Amount of \$71,728; Authorize Chairman to Sign Amendment #1 to the Grant Contract Between the Department of Natural and Cultural Resources and Duplin County Library; and Authorize the Associated Budget Amendment **(J)**
- 9. Approve FY25 Community Transportation Program (Section 5311) Grant Agreement for Program Capital and Administrative Grant Funds Between Duplin County and the North Carolina Department of Transportation and Authorize Chairman to Sign **(K)**
- 10. Adopt a Resolution Adopting Capital Project Budget Ordinance and Awarding Construction Contract Duplin County Well B-3 Construction Project and Authorize Chairman to Sign **(L)**

11. Approve Notice of Award to A.C. Shultes of Carolina, Inc. for Duplin County Well B-3 Construction Contract No. 4 – Test Well Construction and Authorize Chairman to Sign **(M)**

12. Adopt the Following Resolutions and Authorize the Chairman to Sign: **(N)**

- Resolution Accepting Funding Offer Water System Asset Inventory and Assessment Project AIA-D-ARP-0263 Duplin County
- Resolution Adopting Capital Project Budget Ordinance Water System Asset Inventory and Assessment Project Division of Water Infrastructure ARPA Project AIA-D-ARP-0263 Duplin County
- Resolution Accepting Funding Offer Water System Asset Inventory and Assessment Project AIA-D-ARP-0262 Albertson Water & Sewer District
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- Resolution Accepting Funding Offer Water System Asset Inventory and Assessment Project AIA-D-ARP-0264 Duplin County Water District B
- Resolution Adopting Capital Project Budget Ordinance Water System Asset Inventory and Assessment Project Division of Water Infrastructure ARPA Project AIA-D-ARP-0264 Duplin County Water District B
- Resolution Accepting Funding Offer Water System Asset Inventory and Assessment Project AIA-D-ARP-0265 Duplin County Water District D
- Resolution Adopting Capital Project Budget Ordinance Water System Asset Inventory and Assessment Project Division of Water Infrastructure ARPA Project AIA-D-ARP-0265 Duplin County Water District D
- Resolution Accepting Funding Offer Water System Asset Inventory and Assessment Project AIA-D-ARP-0266 Duplin County Water District E
- Resolution Adopting Capital Project Budget Ordinance Water System Asset Inventory and Assessment Project Division of Water Infrastructure ARPA Project AIA-D-ARP-0266 Duplin County Water District E
- Resolution Accepting Funding Offer Water System Asset Inventory and Assessment Project AIA-D-ARP-0267 Duplin County Water District F
- Resolution Adopting Capital Project Budget Ordinance Water System Asset Inventory and Assessment Project Division of Water Infrastructure ARPA Project AIA-D-ARP-0267 Duplin County Water District F
- Resolution Accepting Funding Offer Water System Asset Inventory and Assessment Project AIA-D-ARP-0268 Duplin County Water District G
- Resolution Adopting Capital Project Budget Ordinance Water System Asset Inventory and Assessment Project Division of Water Infrastructure ARPA Project AIA-D-ARP-0268 Duplin County Water District G

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 (O)

AGENDA

1. Public Comments (limited to three (3) minutes per speaker)
2. Melissa Kennedy, E911 Addressing Project Coordinator, will appear before the Board to conduct a public hearing to receive public comments regarding a request a from Frances Brown to Name a Lane in the 200 Block of Lem Brown Road, Chinquapin, NC; Cypress Creek Township; Franklin Drive in Accordance with the Duplin County Addressing and Road Naming Ordinance. (P)

Chairman Edwards will open the Public Hearing.

Receive public comments.

Chairman Edwards will close the Public Hearing.

RECOMMENDED MOTION: Motion to approve to Name a Lane in the 200 Block of Lem Brown Road, Chinquapin, NC; Cypress Creek Township; Franklin Drive in Accordance with the Duplin County Addressing and Road Naming Ordinance.

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

3. Ben Jones will appear before the Board to conduct a public hearing to receive public comments regarding Duplin County applying for 2024 Community Development Block Grant Neighborhood Revitalization Program (CDBG-NR) Funds in the amount of \$950,000.00. (Q)

Chairman Edwards will open the Public Hearing.

Receive public comments.

Chairman Edwards will close the Public Hearing.

RECOMMENDED MOTION: Motion to adopt a Resolution for the County of Duplin Application for Community Development Block Grant Funding for the 2024 CDBG NR Project and authorize the Chairman to sign all documents associated with the 2024 CDBG NR Project.

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

4. Presentation of an Award to Mattie Batts.
5. Presentation of an Awarded to Patricia Marable-Williams
6. Presentation of Retirement Plaque to Atwood Mobley.
7. Presentation of Retirement Plaque to Davis Brinson
8. Bryan Miller, County Manager, will appear before the Board to make announcements/comments.

CLOSED SESSION

Economic Development NCGS § 143-318.11 (a) (4)

Personnel Matters NCGS § 143-318.11 (a) (6)

Motion to go out of regular session and into closed session for Economic Development matters pursuant to NCGS 143-318.11 (a)(4) and personnel matters pursuant to NCGS § 143-318.11 (a)(6)

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

Motion to go out of closed session and back into open session.

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

FYI (R)

Town of Rose Hill Tax Release Request

Town of Warsaw Tax Release Request

REPORTS (S)

Cooperative Extension - August 2024

Garage – September 2024

Register of Deeds – September 2024

Senior Services – August 2024

Social Services – August 2024

ADJOURN

Motion to adjourn until October 21st, 2024 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, September 16th, 2024

224 Seminary Street

Kenansville, N.C. 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, September 16th, 2024 in the Commissioners Room located at 224 Seminary Street, Kenansville, N.C.

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

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 Specialist.

Call to Order

The meeting was called to order by Chairman Edwards.

Invocation and Pledge of Allegiance

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

Approval of the Meeting Agenda

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

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

Approval of the Minutes – Governing Body

Motion was made by Commissioner J. Edwards, seconded by Commissioner Dowe, carried unanimously to approve the minutes of the August 17th, 2024 Board of Commissioners meeting as presented.

REGULAR MEETING AGENDA

CONSENT AGENDA

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously to approve consent agenda items as listed: Budget Amendments Journal Entry Proof; Tax and Solid Waste Releases - #22147-22248; Corrected Tax and Solid Waste Release Request # 22004 and # 22044 Approved at the August 17th, 2024 Meeting; Reappointment of Elizabeth Smith and Thomasina Williams to the Duplin County Planning Board for the Period of September 1st, 2024 through August 31st, 2026; Scheduled a Public Hearing for October 7th, 2024 to Receive Public Comments Regarding a Request from Frances Brown to Name a Lane in the 200 Block of Lem Brown Road, Chinquapin, NC; Cypress Creek Township; Franklin Drive in Accordance with the Duplin County Addressing and Road Naming Ordinance; Accept North Carolina Department of Public Safety 2023 Local Emergency Shelter Capacity Grant (LESCG) Funding in the Amount of \$699,160.00; Authorize the Chairman to Sign the Memorandum of Agreement; and Authorize the Associated Budget Amendment; Approve Work Authorization Number 1 for Professional Services Between Duplin County and Michael Baker Engineering, Inc. and Authorize the Chairman to Sign; Approve 31-LL 10 Forestry Headquarter Lease (NC Forest Service Region 1 HQ Land Lease Agreement) Between Duplin County and the State of North Carolina and Authorize Chairman to Sign; Approve ARPA Required Policies Needed to Comply with 2 CFR 200 (Code of Federal Regulations).

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

AGENDA

Public Comments

No Public Comments.

End Public Comments

Melissa Kennedy, E911 Addressing Project Coordinator, appeared before the Board to conduct a public hearing to receive public comments regarding a request from Nita Miller to change the name of James O. Horne Lane to Teaberry Lane in Cypress Creek Township in Accordance with the Duplin County Addressing and Road Naming Ordinance.

Chairman Edwards opened the Public Hearing.

No public comments.

Chairman Edwards closed the Public Hearing.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously, to approve a road name change of James O. Horne Lane to Teaberry Lane in Cypress Creek Township in accordance with the Duplin County Addressing and Road Naming Ordinance.

Angel Venecia, Transportation Director, appeared before the Board to conduct a public hearing regarding FY26 grant submission to fund the Duplin County Public Transportation system. Duplin County Public Transportation intends to apply for the 5311 CTP Admin Grant to cover administrative costs (\$267,095), the 5310 Operating grants intended to improve mobility for senior and individuals with disabilities (\$40,000), and the Combined Capital Grant to cover one replacement van (\$140,000).

Chairman Edwards opened the Public Hearing.

No public comments.

Chairman Edwards closed the Public Hearing.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously to adopt the FY2026 Program Resolution, authorizing the submission of grants for federal and state funding, agreeing to the assurances and certifications related to such submissions to approve the Local Share Certification, and authorize Chairman to sign.

Ben Jones appeared before the Board to conduct a public hearing to receive public comments regarding the County applying for Community Development Block Grant-Neighborhood Revitalization (CDBGNR) funds in the amount of \$950,000.00. These funds can be applied to the following eligible activities: Housing; infrastructure related to housing (new utility services, streets, flood and drainage improvements, and sidewalks/pedestrian ways, etc.); and public facilities (shelters, community centers, or recreation centers). This grant must be used to meet one of three national objectives: Benefit low to moderate income (LMI) persons (it must be owner occupied homes and must be real property); prevent or eliminate slums or blight; or meet other urgent needs (often storm/disaster related). These funds can also be used to rehabilitate housing or demo/rebuild. A second public hearing will be held on October 7th, 2024 at the BOCC meeting regarding the CDBGNR.

Chairman Edwards opened the Public Hearing.

Angela Mainor asked if more than one person can own the home.

Mr. Jones replied that they are all candidates and everyone with an interest in the property must sign a Deed of Trust.

Commissioner Dowe asked how people would receive the application.

Mr. Jones replied that they prefer the majority of the names come from the County and he already has a list of some names.

Chairman Edwards asked if he had a copy of the names.

Mr. Jones replied that he will forward the list he has thus far to the County Manager.

Commissioner Branch asked what happens when someone passes away.

Mr. Jones replied that it would be up to the County but the grant could be inherited.

Commissioner Branch asked what the number was for a LMI person.

Mr. Jones replied that the number for LMI was established by HUD and was a sliding scale because it depends on the number of people living in the home.

Commissioner Branch asked if he had the number of people interested.

Mr. Jones replied he had a partial list and would forward it to the County Manager.

Commissioner Branch asked if there was a certain number needed to be successful.

Mr. Jones replied that to ask for the full \$950,000 he would need four reconstructions; two alternate reconstructions and one alternate rehabilitation.

Commissioner J. Edwards asked if the funds could be used to complete the Kenansville Park.

Mr. Jones replied that it could but would depend on the County's LMI in that geographical area as a whole.

Chairman Edwards closed the Public Hearing.

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

Motion was made by Commissioner Dowe, seconded by Commissioner Garner, carried unanimously to go out of regular session and into closed session for personnel matters pursuant to NCGS 143-318.11 (a) (6).

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

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously to allow the County Manager to create a new position, Animal Service Center Manager.

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously to recess until October 1st, 2024 at 7:30 a.m. for a Commissioners Meeting in the Williams Building, Room 100 located on the campus of James Sprunt Community College located at 159 James Sprunt Drive, Kenansville, NC

Jaime W. Carr
Clerk to the Board

DRAFT



**Duplin County Board of Commissioners and
James Sprunt Community College Board of Trustees
Joint Meeting
October 1st, 2024
James Sprunt Community College
Williams Building, Room 100
159 James Sprunt Drive
Kenansville, NC 28349
7:30 a.m.**

The Duplin County Board of Commissioners met with the James Sprunt Community College Board of Trustees at 7:30 a.m. on Tuesday, October 1st, 2024 in Room 100 of the Williams Building on the campus of James Sprunt Community College.

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

Commissioners Absent: Justin Edwards

James Sprunt Community College Board of Trustee Members Present: Anita Powers; Dr. A.J. Connors; Al Searles; Dr. Shannon Jennings; Dr. Kimberly Grigsby-Sessoms; Ed Emory; Morgan Swinson; and John Wesley Hairr.

James Sprunt Board of Trustee Members Absent: Debra Morrissey; Melissa B. Stevens; John T. Phillips, Jr.; and Niccoya Dobson.

Also Present: Carrie Shields, Assistant County Manager; Jaime Carr, Clerk to the Board; Jasmine Savage, Administrative Liaison; Chelsey Lanier, Finance Officer; Dr. Jay Carraway, President of James Sprunt Community College; Dennis Sutton, Director of Facilities; Gloria Wiggins, Associate Vice President of Workforce Development/Continuing Education; Jeff Taylor, Associate Vice President of MIS; Jessica McMahon Vice President of Administrative and Fiscal Services; Renee Sutton, Chief of Staff; Will Wrenn, Associate Vice President of Fiscal Services; Taylor Pickett, Executive Administrative Assistant to the President and Board of Trustees; Dustin Walston, Vice President of Curriculum/Chief Academic Officer; Tonya Kenan, Director of Human Resources and Title IX Coordinator; and Shakeena White, Associate Vice President of Student Services and Deputy Title IX Coordinator.

Anita Powers, Chairman of the James Sprunt Board of Trustees welcomed everyone on behalf of the Board of Trustees.

Dexter Edwards, Chairman of the Duplin County Board of Commissioners welcomed everyone on behalf of the Board of Commissioners.

Invocation was given by Dr. A.J. Connors.

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

Dr. Jay Carraway, President of James Sprunt Community College (JSCC), updated the Board on the college's programs; enrollment numbers; capital needs; SmartAsset.com; and JSCC's Foundation.

Motion was made by Commissioner Dowe seconded by Commissioner Branch, carried unanimously to adjourn until Monday, October 7th, 2024 for a Board of County Commissioners meeting in the Duplin County Administrative Building located at 224 Seminary Street, Kenansville, NC.

Jaime W. Carr
Clerk to the Board

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
ACCOUNT					LINE DESCRIPTION	EFF DATE			
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2									
2025	04	2	10/08/2024		SRC JNL-DESC ENTITY AMEND				
					BUA 100724C 1 1				
1	4100	39969		GENERAL FUND	FUND BALANCE	-3,242,635.10	-93,334.54	-3,335,969.64	
	10-41-4100-0000-000-39969								
2	6145	40121		MUSEUM ARPA	SALARIES	.00	22,769.45	22,769.45	
	10-60-6140-6145-000-40121								
3	6145	40181		MUSEUM ARPA	SOCIAL SECURITY	.00	1,764.48	1,764.48	
	10-60-6140-6145-000-40181								
4	6145	40182		MUSEUM ARPA	RETIREMENT	.00	2,299.84	2,299.84	
	10-60-6140-6145-000-40182								
5	6145	41990		MUSEUM ARPA	PROFESSIONAL SERVICES	.00	6,655.30	6,655.30	
	10-60-6140-6145-000-41990								
6	6145	42600		MUSEUM ARPA	OFFICE SUPPLIES	.00	3,573.22	3,573.22	
	10-60-6140-6145-000-42600								
7	6145	42980		MUSEUM ARPA	PROGRAM SUPPLIES	.00	451.68	451.68	
	10-60-6140-6145-000-42980								
8	6145	43110		MUSEUM ARPA	TRAVEL	.00	3,548.60	3,548.60	
	10-60-6140-6145-000-43110								
9	6145	43250		MUSEUM ARPA	POSTAGE	.00	931.51	931.51	
	10-60-6140-6145-000-43250								
10	6145	43510		MUSEUM ARPA	REPAIRS BUILDING AND GROUNDS	.00	46,643.46	46,643.46	
	10-60-6140-6145-000-43510								
11	6145	43910		MUSEUM ARPA	MARKETING	.00	413.56	413.56	
	10-60-6140-6145-000-43910								
12	6145	43912		MUSEUM ARPA	PRINTING	.00	4,283.44	4,283.44	
	10-60-6140-6145-000-43912								
** JOURNAL TOTAL							0.00		
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2									
2025	04	3	10/08/2024		SRC JNL-DESC ENTITY AMEND				
					BUA 100724C 1 1				
1	4100	39951		GENERAL FUND	FUND BAL CARRY FWD GRANTS	-1,279,455.89	-103.20	-1,279,559.09	
	10-41-4100-0000-000-39951								

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	
ACCOUNT					LINE DESCRIPTION	EFF DATE			
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2025	04	3 10/08/2024			BUA 100724C	1 2			
2	5601	43110		SHIIP	TRAVEL		100.00	103.20	
		10-50-5600-5601-000-43110					10/08/2024	203.20	
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2025	04	4 10/08/2024			BUA 100724C	1 1			
1	5600	35632		SENOIR SERVICES	FAMILY CAREGIVER		-8,578.00	728.00	
		10-50-5600-0000-000-35632					10/08/2024	-7,850.00	
2	5600	35612		SENOIR SERVICES	TITLE III F HEALTH PROM		-6,499.00	1,099.00	
		10-50-5600-0000-000-35612					10/08/2024	-5,400.00	
3	5600	35614		SENOIR SERVICES	COUNTY TITLE IIIF HEALTH PROM		-722.00	122.00	
		10-50-5600-0000-000-35614					10/08/2024	-600.00	
4	5618	40121		FAMILY CAREGIVER	SALARIES		2,972.00	-523.00	
		10-50-5600-5618-000-40121					10/08/2024	2,449.00	
5	5618	40181		FAMILY CAREGIVER	SOCIAL SECURITY		227.00	-40.00	
		10-50-5600-5618-000-40181					10/08/2024	187.00	
6	5618	40182		FAMILY CAREGIVER	RETIREMENT		406.00	-72.00	
		10-50-5600-5618-000-40182					10/08/2024	334.00	
7	5618	41965		FAMILY CAREGIVER	REIMBURSEMENT VOUCHERCAREGIVER		3,000.00	300.00	
		10-50-5600-5618-000-41965					10/08/2024	3,300.00	
8	5618	42600		FAMILY CAREGIVER	OFFICE SUPPLIES		395.00	7.00	
		10-50-5600-5618-000-42600					10/08/2024	402.00	
9	5618	42611		FAMILY CAREGIVER	INCONTINENCE SUPPLIES		400.00	-200.00	
		10-50-5600-5618-000-42611					10/08/2024	200.00	
10	5618	43250		FAMILY CAREGIVER	POSTAGE		200.00	-200.00	
		10-50-5600-5618-000-43250					10/08/2024	.00	
11	5608	40121		TITLE III=HEALTH PROGRAM	SALARIES		4,338.00	-1,110.00	
		10-50-5600-5608-000-40121					10/08/2024	3,228.00	
12	5608	40181		TITLE III=HEALTH PROGRAM	SOCIAL SECURITY		332.00	-81.00	
		10-50-5600-5608-000-40181					10/08/2024	251.00	



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED	
						BUDGET	CHANGE	BUDGET	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2025	04	4 10/08/2024			BUA 100724C	1	2		
13	5608	40182		TITLE III=HEALTH PROGRAM	RETIREMENT	517.00	-69.00	448.00	
		10-50-5600-5608-000-40182				10/08/2024			
14	5608	40184		TITLE III=HEALTH PROGRAM	Life Insurance	1.00	1.00	2.00	
		10-50-5600-5608-000-40184				10/08/2024			
15	5608	42600		TITLE III=HEALTH PROGRAM	OFFICE SUPPLIES	1,126.00	38.00	1,164.00	
		10-50-5600-5608-000-42600				10/08/2024			
							** JOURNAL TOTAL	0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2025	04	22 10/08/2024			BUA 100	1	1		
1	4981	39677		Emergency Mgmt Facility	SCIF Grant	.00	7,000,000.00	7,000,000.00	
		45-43-4330-4981-000-39677				10/08/2024			
2	4978	39677		Aging/Veteran's Facility	SCIF Grant	.00	-1,500,000.00	-1,500,000.00	
		45-50-5600-4978-000-39677				10/08/2024			
3	4969	39677		JAIL CONSTRUCTION	SCIF Grant	.00	-5,500,000.00	-5,500,000.00	
		45-43-4310-4969-000-39677				10/08/2024			
							** JOURNAL TOTAL	0.00	



BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: blanca.pineda

YEAR PER	JNL	SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T	OB	DEBIT	CREDIT
EFF DATE							LINE DESC				
2025	4	2									
BUA	4100-39969						FUND BALANCE	5			93,334.54
	10/08/2024	100724C					T				
BUA	6145-40121						SALARIES	5	22,769.45		
	10/08/2024	100724C					T				
BUA	6145-40181						SOCIAL SECURITY	5	1,764.48		
	10/08/2024	100724C					T				
BUA	6145-40182						RETIREMENT	5	2,299.84		
	10/08/2024	100724C					T				
BUA	6145-41990						PROFESSIONAL SERVICES	5	6,655.30		
	10/08/2024	100724C					T				
BUA	6145-42600						OFFICE SUPPLIES	5	3,573.22		
	10/08/2024	100724C					T				
BUA	6145-42980						PROGRAM SUPPLIES	5	451.68		
	10/08/2024	100724C					T				
BUA	6145-43110						TRAVEL	5	3,548.60		
	10/08/2024	100724C					T				
BUA	6145-43250						POSTAGE	5	931.51		
	10/08/2024	100724C					T				
BUA	6145-43510						REPAIRS BUILDING AND GROUNDS	5	46,643.46		
	10/08/2024	100724C					T				
BUA	6145-43910						MARKETING	5	413.56		
	10/08/2024	100724C					T				
BUA	6145-43912						PRINTING	5	4,283.44		
	10/08/2024	100724C					T				
							JOURNAL 2025/04/2	TOTAL		.00	.00
2025	4	3									
BUA	4100-39951						FUND BAL CARRY FWD GRANTS	5			103.20
	10/08/2024	100724C					T				
BUA	5601-43110						TRAVEL	5	103.20		
	10/08/2024	100724C					T				
							JOURNAL 2025/04/3	TOTAL		.00	.00
2025	4	4									
BUA	5600-35632						FAMILY CAREGIVER	5	728.00		
	10/08/2024	100724C					T				
BUA	5600-35612						TITLE III F HEALTH PROM	5	1,099.00		
	10/08/2024	100724C					T				
BUA	5600-35614						COUNTY TITLE IIIF HEALTH PROM	5	122.00		
	10/08/2024	100724C					T				
BUA	5618-40121						SALARIES	5		523.00	
	10/08/2024	100724C					T				
BUA	5618-40181						SOCIAL SECURITY	5		40.00	



BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR	PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
				10/08/2024	100724C				T				
BUA	5618-40182			10/08/2024	100724C				T				72.00
BUA	5618-41965			10/08/2024	100724C				T			300.00	
BUA	5618-42600			10/08/2024	100724C				T			7.00	
BUA	5618-42611			10/08/2024	100724C				T				200.00
BUA	5618-43250			10/08/2024	100724C				T				200.00
BUA	5608-40121			10/08/2024	100724C				T				1,110.00
BUA	5608-40181			10/08/2024	100724C				T				81.00
BUA	5608-40182			10/08/2024	100724C				T				69.00
BUA	5608-40184			10/08/2024	100724C				T			1.00	
BUA	5608-42600			10/08/2024	100724C				T			38.00	
									T				
												.00	.00
2025	4	22											
BUA	4981-39677			10/08/2024	100				T			7,000,000.00	
BUA	4978-39677			10/08/2024	100				T				1,500,000.00
BUA	4969-39677			10/08/2024	100				T				5,500,000.00
									T				
												.00	.00



BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

** END OF REPORT - Generated by Blanca Pineda **



Senior Services

Post Office Box 928 – 213 Seminary Street - Kenansville, N.C. 28349

Telephone 910-296-2140 – Fax 910-296-2142

7/29/24 - Revised HCCBG budgets per allocations received as follows:

Family Caregiver Support Program - 5618

Account	Description	Initial Budget	Revised Budget	Difference
5618-40121	Salary	2972	2449	-523
5618-40181	Social Security	227	187	-40
5618-40182	Retirement	406	334	-72
5618-41965	Reimbursement Vouchers	3000	3300	+300
5618-42600	Office Supplies	395	402	+7
5618-42611	Incontinence Supplies	400	200	-200
5618-43250	Postage	200	0	-200
5600-35632	Family Caregiver	8,578	7,850	-728

Health Promotions – 5608

Account	Description	Initial Budget	Revised Budget	Difference
5608-40121	Salary	4338	3228	-1110
5608-40181	Social Security	332	251	-81
5608-40182	Retirement	517	448	-69
5608-40184	Life Insurance	1	2	+1
5608-42600	Office Supplies	1126	1164	+38
5600-35612	Health Promotion	6,499	5,400	-1099
5600-35614	Cash Match	722	600	-122

FY24.25 FCSP Allocation

Heather O'Connor <hoconnor@eccog.org>

Fri 7/26/2024 12:15 PM

To: Melisa Brown <melisab@duplincountync.com>

Cc: Melinda McGuire <mmcguire@eccog.org>; David Rosado <drosado@eccog.org>

2 attachments (25 KB)

image003.emz; Provider Budgets for FCSP Allocation Inquiry FY24.25.docx

CAUTION: This email originated from outside of Duplin County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon

Please find your FCSP allocation for FY 24.25 below. The region has had a cut in funding and will need for you to complete the attached Proposed FCSP Budget Sheet for the approved allocations.

County	Provider	Allocation
✓ Duplin	Duplin Senior Services	7850

The updated FCSP Budget Sheet will need to be completed for your allocation and returned directly to me **NO LATER THAN Wednesday 7/31/24 by 5:00pm**. Returning this in a timely manner will allow me to get contracts processed faster.

If you have any questions contact me at 252-638-3185, x 3012

Thanks
Heather

Heather O'Connor
Eastern Carolina Council
Deputy Finance Director

Serving Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico, and Wayne Counties.



PO Box 1717
New Bern, NC 28563-1717
233 Middle Street, Suite 300
Office: 252-638-3185 Extension 3012
hoconnor@eccog.org <http://www.eccog.org>

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BA # _____

Duplin County
Budget Amendment

Department Title Senior Services

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:
Reallocate SCIF grant as directed by OSBM \$7,000,000 originally allocated for the EM was reallocated to the Senior/Veterans building and the Detention Center projects

Revenue code to DECREASE	Line Item Description	Credit Amount	Revenue code to INCREASE	Line Item Description	Debit Amount
4981-39677	SCIF Grant	7,000,000.00	4978-39677	SCIF Grant	1,500,000.00
			4969-39677	SCIF Grant	5,500,000.00
Total		7,000,000.00	Total		7,000,000.00

Finance Signature _____
Date Approved: 9/30/24

Manager Signature _____
Date Approved: _____

Commissioner Approval _____
Date Approved: _____

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2023

SESSION LAW 2024-38
HOUSE BILL 593

AN ACT TO MAKE VARIOUS CHANGES TO GENERAL LOCAL GOVERNMENT LAW.

The General Assembly of North Carolina enacts:

SECTION 1.(a) A motor vehicle combination operated on a designated road in violation of subsection (a) or subsection (b) of G.S. 20-115.1 is subject to the axle-group weight penalties set in G.S. 20-118(e). The penalties apply to the amount by which the motor vehicle combination Gross Vehicle Weight Rating (GVWR) exceeds 20,000 pounds.

SECTION 1.(b) For purposes of this act, the term "designated road" is U.S. Route 64 between State Road 1533 and N.C. Highway 106 in Macon County.

SECTION 1.(c) This section applies only to Macon County.

SECTION 1.(d) This section becomes effective December 1, 2024, and applies to offenses committed on or after that date.

SECTION 2.(a) G.S. 130A-50 is amended by adding a new subsection to read:

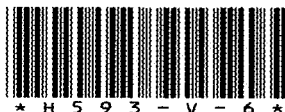
"(h) For purposes of the election of the members of the sanitary district board, a sanitary district board shall adopt single-member residency districts in which only a person residing in a single-member residency district shall be eligible as a candidate in the election for the seat apportioned to that single-member residency district, but candidates shall be elected at large by the qualified voters of the entire sanitary district. The district boundaries shall be established by resolution adopted by the sanitary district board following a public hearing on the matter. The resolution, and a copy of a map depicting the single-member residency districts as adopted, shall be filed with the county board of elections. The most recent federal decennial census data shall be used as the sole basis of population for the establishment of the single-member residency districts. The single-member residency districts shall be revised after the return of each federal decennial census as necessary. Notwithstanding subsection (b) of this section, members of a sanitary district board under this subsection shall serve staggered four-year terms and the staggering shall be taken into consideration when adopting or revising the single-member residency districts. This subsection shall apply only to a sanitary district lying wholly within a county with more than 17 municipalities lying wholly within that county."

SECTION 2.(b) A sanitary district board subject to G.S. 130A-50(h), as enacted by this act, shall adopt a resolution establishing single-member residency district boundaries as required by G.S. 130A-50(h), as enacted by this act, not later than December 1, 2024. The residency district boundaries so established shall remain in effect until after the return of the 2030 federal decennial census, at which time the residency district boundaries shall be revised in accordance with G.S. 130A-50(h), as enacted by this act.

SECTION 2.(c) This section is effective when it becomes law and applies to elections held in 2025 and thereafter.

SECTION 3. Section 4.2(h) of S.L. 2024-1 reads as rewritten:

"SECTION 4.2.(h) Funds allocated to the City of Saluda and the Towns of Columbus and Tryon by Section 12.2(e)(161) of S.L. 2023-134 shall, notwithstanding that subdivision or any provision of the Committee Report described in Section 43.2 of S.L. 2023-134 to the contrary, be transferred to the Office of State Budget and Management to provide a grant to the City of



* H 5 9 3 - V - 6 *

Saluda and the Towns of Columbus and Tryon for the repayment of debt incurred by the City for construction of a water or wastewater project."

SECTION 4.(a) Article 2 of Chapter 130A of the General Statutes is amended by adding a new section to read:

"§ 130A-70.2. Extension of district boundaries to include all of a municipality.

(a) Notwithstanding G.S. 130A-69, 130A-70, and 130A-70.1, a sanitary district board may extend the boundaries of the sanitary district to include all of the contiguous corporate areas of any municipality adopting a resolution requesting inclusion into the sanitary district. The sanitary district board shall conduct a public hearing on the matter as soon as practicable upon receipt of the resolution from the municipality. The sanitary district boundaries, if expanded, shall be established by resolution by the sanitary district board after the public hearing on the matter.

(b) The effective date of the sanitary district boundary change under this section shall be determined by the sanitary district board and shall coincide with the start of a fiscal or calendar year.

(c) Upon expansion of the sanitary district boundaries in accordance with this section, the sanitary district board shall file a copy of the resolution and a map of the new sanitary district boundaries, with the county board of elections."

SECTION 4.(b) This section is effective when it becomes law, and applies to any resolution from a municipality received by a sanitary district board on or after January 1, 2024.

SECTION 5.(a) Notwithstanding the Committee Report described in Section 43.2 of S.L. 2021-180 or any other provision of law to the contrary, the Office of State Budget and Management shall reallocate the grant to Duplin County for the Emergency Management Facility in the sum of seven million dollars (\$7,000,000) for the 2021-2022 fiscal year to the Duplin County for grants as follows:

- (1) One million five hundred thousand dollars (\$1,500,000) to be used to construct a new Senior Resource Center and Veterans' Services building for the Duplin County Services for the Aged.
- (2) Five million five hundred thousand dollars (\$5,500,000) to be used for the construction of a co-located sheriff's office and detention center.

SECTION 5.(b) This section becomes effective June 30, 2024.

SECTION 6.(a) The State of North Carolina shall convey to the City of Monroe, for consideration of one dollar (\$1.00), all its rights, titles, and interests in the former quarry bounded by Quarry Road and the railroad tracks in Monroe, North Carolina, identified by Union County Parcel Identification Numbers 09152002, in whole, and 09191002, in part, consisting of approximately 61.95 acres held by the North Carolina State Highway Commission.

SECTION 6.(b) The State of North Carolina shall convey the real property described in subsection (a) of this section "as is" and "where is" without warranty. The State makes no representations or warranties concerning the title to the property, the boundaries of the property, the uses to which the property may be put, zoning, local ordinances, or any physical, environmental, health, and safety conditions relating to the property. All costs associated with the conveyance of the property shall be borne by the City of Monroe.

SECTION 6.(c) The conveyance of the State's rights, titles, and interests in the real property described in subsection (a) of this section shall be exempt from the provisions of Article 7 of Chapter 146 of the General Statutes. The conveyance shall comply with the provisions of Article 16 of Chapter 146 of the General Statutes, provided that the provisions of G.S. 146-74 shall not apply.

law. **SECTION 7.** Except as otherwise provided, this act is effective when it becomes
In the General Assembly read three times and ratified this the 28th day of June, 2024.

s/ Phil Berger
President Pro Tempore of the Senate

s/ Tim Moore
Speaker of the House of Representatives

s/ Roy Cooper
Governor

Approved 4:52 p.m. this 8th day of July, 2024

DUPLIN COUNTY														
TAX AND SOLID WASTE REQUEST														
RELEASE DATE SEPTEMBER 16, 2024														
RELEASE NUMBER	NAME	TOWNSHIP	FIRE DISTRICT 1	FIRE DISTRICT 2	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	FIRE DISTRICT 1	FIRE DISTRICT 2	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
22147	ALBERTSON, JANE A, ETAL	07	F010		2024	0024976	\$ 67.93	\$ 1.90	\$ 6.65				\$ 76.48	HOUSE TORN DOWN 2022
22148	ALBERTSON, JANE A, ETAL	07	F010		2023	0024976	\$ 67.93	\$ 1.90	\$ 6.65				\$ 76.48	HOUSE TORN DOWN 2022
22149	ALBERTSON, JANE A, ETAL	07	F010		2024	1002380						\$ 110.00	\$ 110.00	VACANT LOT
22150	BELL, NICHOLAS & BELL, SHANNON	13	F021		2024	010005005	\$ 695.70	\$ 19.46	\$ 68.11				\$ 783.27	CORRECTED SQUARE FOOTAGE
22151	BERGMAN, JOSHUA	08	F010		2024	10005589					\$ 51.69		\$ 51.69	PENALTY SHOULD HAVE BEEN RELEASED
22152	BEULAVILLE MOTOR CO.	07	F004		2024	0531801	\$ 29.89	\$ 0.84	\$ 1.91				\$ 32.64	PROPERTY SOLD IN 2023
22153	BRADHAM, VANN JOSEPH	08	F010		2024	0894535	\$ 154.44	\$ 4.32	\$ 15.12				\$ 173.88	BILLED TO WRONG PERSON
22154	BRINSON & MADISON LLC	07			2024	1002440						\$ 110.00	\$ 110.00	VACANT LOT
22155	CARLTON, DONNELL	02	F019		2024	1492250	\$ 170.53	\$ 4.77	\$ 16.70			\$ 110.00	\$ 302.00	HOUSE TORN DOWN 2022
22156	CARLTON, DONNELL	02	F019		2023	1492250	\$ 170.53	\$ 4.77	\$ 16.70			\$ 110.00	\$ 302.00	HOUSE TORN DOWN 2022
22157	CASTEEN, AMANDA	06	F004		2024	1003293	\$ 640.94	\$ 17.92	\$ 41.04			\$ 110.00	\$ 809.90	DWMH BILLED INCORRECTLY
22158	CHESTER, ANNETTE	09			2024	1834112						\$ 31.05	\$ 31.05	SHOULDVE RECEIVED PRIVATE HAULER RATE
22159	CONWAY, PASY	09	F024		2024	1001992	\$ 22.88	\$ 0.64					\$ 23.52	LAND VALUE WAS INCORRECT
22160	CORLEY, IRIS LYNN & SLOAN, MARGARET LANE	08	F005		2024	010000724	\$ 5.01	\$ 0.14	\$ 0.35				\$ 5.50	PROPERTY IS EXEMPT
22161	DAIL, FORREST HRS	04	F001		2024	1000278						\$ 110.00	\$ 110.00	VACANT LOT
22162	DAIL, FORREST HRS	04	F001		2023	1000278						\$ 110.00	\$ 110.00	VACANT LOT
22163	DERSTINE TRUCKING	06			2019	2269243	\$ 4.93	\$ 0.14			\$ 0.51		\$ 5.58	SOLD MYT TRAILER IN 2009
22164	DERSTINE TRUCKING	06			2018	2269243	\$ 4.93				\$ 0.49		\$ 5.42	SOLD MYT TRAILER IN 2009
22165	DERSTINE TRUCKING	06			2017	2269243	\$ 5.05				\$ 0.51		\$ 5.56	SOLD MYT TRAILER IN 2009
22166	DERSTINE TRUCKING	06			2016	2269243	\$ 5.58				\$ 0.56		\$ 6.14	SOLD MYT TRAILER IN 2009
22167	DERSTINE TRUCKING	06			2015	2269243	\$ 5.58				\$ 0.56		\$ 6.14	SOLD MYT TRAILER IN 2009
22168	DERSTINE TRUCKING	06			2014	2269243	\$ 5.87				\$ 0.59		\$ 6.46	SOLD MYT TRAILER IN 2009
22169	DUFF, KRISTEN RAE	07	F004		2024	2412150	\$ 356.79	\$ 9.98	\$ 22.85			\$ 110.00	\$ 499.62	DWMH NO LONGER ON PROPERTY
22170	DUPLIN AUTO BROKERS	13			2024	2439091	\$ 1.93	\$ 0.05			\$ 0.20		\$ 2.18	BUSINESS CLOSED DOWN
22171	DUPLIN COUNTY	13	F003		2024	010001550	\$ 110.83	\$ 3.10	\$ 8.53				\$ 122.46	PROPERTY IS EXEMPT
22172	DUPLIN COUNTY	09	F009		2024	010001710	\$ 82.94	\$ 2.32	\$ 9.86				\$ 95.12	PROPERTY IS EXEMPT
22173	DUPLIN COUNTY	07	F004		2024	010001958	\$ 250.25	\$ 7.00	\$ 16.03				\$ 273.28	PROPERTY IS EXEMPT
22174	DUPLIN COUNTY	07	F004		2024	010003385	\$ 93.67	\$ 2.62	\$ 6.00				\$ 102.29	PROPERTY IS EXEMPT
22175	DUPLIN COUNTY	07	F004		2024	010003411	\$ 123.70	\$ 3.46	\$ 7.92				\$ 135.08	PROPERTY IS EXEMPT
22176	DUPLIN COUNTY	13	F003		2024	010003743	\$ 254.54	\$ 7.12	\$ 19.58				\$ 281.24	PROPERTY IS EXEMPT
22177	DUPLIN COUNTY	09	F009		2024	010004348	\$ 354.64	\$ 9.92	\$ 42.16				\$ 406.72	PROPERTY IS EXEMPT
22178	ELDRIDGE, ROSEMARY	03	F001		2024	1003426	\$ 43.62	\$ 1.22	\$ 3.05				\$ 47.89	PROPERTY DOUBLE LISTED
22179	ELDRIDGE, ROSEMARY	02			2024	1003426	\$ 77.22	\$ 2.16					\$ 79.38	PROPERTY DOUBLE LISTED
22180	ELDRIDGE, ROSEMARY	03	F001		2024	1003426	\$ 97.24	\$ 2.72	\$ 6.80				\$ 106.76	PROPERTY DOUBLE LISTED
22181	ELDRIDGE, ROSEMARY	02	F007		2024	1003426	\$ 206.63	\$ 5.78	\$ 20.23				\$ 232.64	PROPERTY DOUBLE LISTED
22182	EVANS, PHILLIP KEITH & WF. & EVANS, BARRY STE	13	F021		2024	2595074	\$ 113.90	\$ 3.19	\$ 11.15		\$ 12.82		\$ 141.06	PROPERTY DOUBLE LISTED
22183	FRAZELLE, QUINTON & FRAZELLE, KIMBERLY	07	F004		2024	1003004	\$ 572.00	\$ 16.00	\$ 36.64				\$ 624.64	DWMH LISTED INCORRECTLY
22184	GARCIA, MARIA DEJESUS & GARCIA, SUZANNA C	12			2024	3065239						\$ 110.00	\$ 110.00	DWELLING NOT OCCUPIED
22185	GARCIA, PETRA	13	F001		2024	10006387	\$ 14.30	\$ 0.40	\$ 1.00		\$ 1.57	\$ 110.00	\$ 127.27	SWMH DOUBLE LISTED
22186	GRADY, ROBERT CARLTON, & SMITH, CYNTHIA	05	F006		2024	3251450	\$ 479.89	\$ 13.42	\$ 50.34				\$ 543.65	DWMH LISTED INCORRECTLY
22187	GRIFFIN, MICHAEL GENE	07	F016		2024	3363200	\$ 35.75	\$ 1.00	\$ 3.50		\$ 4.03		\$ 44.28	SOLD VEHICLE IN 2006
22188	HALSO, CHRISTOPHER	07			2024	3507945	\$ 98.10	\$ 2.74					\$ 100.84	BUILDING TORN DOWN 2021
22189	HENDERSON, WILLIAM A & WF.	10			2024	1003454	\$ 1,266.98	\$ 35.44				\$ 110.00	\$ 1,412.42	PROPERTY DOUBLE BILLED
22190	HENDERSON, WILLIAM A & WF.	10			2024	1003454	\$ 130.84	\$ 3.66					\$ 134.50	PROPERTY DOUBLE BILLED
22191	HERRING, MAYGANN	04	F002		2024	10006296	\$ 153.15	\$ 4.28	\$ 13.92		\$ 17.14		\$ 188.49	SWMH DOUBLE LISTED
22192	HOWARD, CARLITA GAYLE SMITH	05	F006		2024	1003465	\$ 249.53	\$ 6.98	\$ 26.18				\$ 282.69	PROPERTY DOUBLE BILLED
22193	IVEY, NATALIE & BENJAMIN	02	F015		2024	010003926	\$ 617.76	\$ 17.28	\$ 43.20				\$ 678.24	CORRECTED SQUARE FOOTAGE
22194	IVEY, NATALIE & BENJAMIN	02	F015		2023	010003926	\$ 617.76	\$ 17.28	\$ 43.20				\$ 678.24	CORRECTED SQUARE FOOTAGE
22195	JAMES, STANLEY & BARBARA	08	F024		2024	4383614	\$ 14,208.48	\$ 397.44					\$ 14,605.92	POULTRY HOUSES DOUBLE LISTED
22196	JENKINS, WINIFRED DENISE	09			2024	4433500						\$ 31.05	\$ 31.05	SHOULDVE RECEIVED PRIVATE HAULER RATE

LL 9-23-24
 Cur 9-23-24

RELEASE NUMBER	NAME	TOWNSHIP	FIRE DISTRICT 1	FIRE DISTRICT 2	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	FIRE DISTRICT 1	FIRE DISTRICT 2	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
22197	KING, ANTHONY BLAKE	02			2024	10003480						\$ 110.00	\$ 110.00	SWF DOUBLE BILLED
22198	LICONA, XOCHIL M RAMOS	09	F011		2023	10005408						\$ 110.00	\$ 110.00	SWMH UNLIVABLE
22199	MATTHEWS, SCOTT ELVIN & WF. CASEY	11	F017		2024	5614965	\$ 1.69	\$ 0.05	\$ 0.17		\$ 0.19		\$ 2.10	BOAT WAS DESTROYED
22200	MCCALOP, ARLETHIA GARNETT	11	F017		2024	5640382						\$ 110.00	\$ 110.00	VACANT LOT
22201	MCCALOP, ARLETHIA GARNETT	11	F017		2023	5640382						\$ 110.00	\$ 110.00	VACANT LOT
22202	MCCALOP, ARLETHIA GARNETT	11	F017		2022	5640382						\$ 110.00	\$ 110.00	VACANT LOT
22203	MCCALOP, ARLETHIA GARNETT	11	F017		2021	5640382						\$ 90.00	\$ 90.00	VACANT LOT
22204	MCCALOP, ARLETHIA GARNETT	11	F017		2020	5640382						\$ 90.00	\$ 90.00	VACANT LOT
22205	MOORE, BETH S & STALLINGS, FRANKLIN	09	F013		2024	10006760	\$ 35.75	\$ 1.00	\$ 3.50				\$ 40.25	MYT TRAILER LISTED TWICE
22206	MURPHY BROWN LLC	01	F007		2024	6219520	\$ 842.13	\$ 23.56	\$ 82.45				\$ 948.14	MYT PLATES TURNED IN
22207	MURPHY BROWN LLC	01	F003		2024	6219550	\$ 171.01	\$ 4.78	\$ 13.15				\$ 188.94	MYT PLATES TURNED IN
22208	MURPHY BROWN LLC	01	F007		2024	6219558	\$ 462.60	\$ 12.94	\$ 45.29				\$ 520.83	MYT PLATES TURNED IN
22209	NUNEZ, ENRIQUE & LEIHA	04	F001		2024	010004480	\$ 169.46	\$ 4.74	\$ 11.85				\$ 186.05	DWMH LISTED INCORRECTLY
22210	NUNEZ, ENRIQUE & LEIHA	04	F001		2023	010004480	\$ 169.46	\$ 4.74	\$ 11.85				\$ 186.05	DWMH LISTED INCORRECTLY
22211	PINEDA, JOSE ISAIAS SALES	11	F017		2024	10003859						\$ 110.00	\$ 110.00	SWMH VACANT
22212	PINEDA, JOSE ISAIAS SALES	11	F017		2023	10003859						\$ 110.00	\$ 110.00	SWMH VACANT
22213	PINEDA, JOSE ISAIAS SALES	11	F017		2022	10003859						\$ 110.00	\$ 110.00	SWMH VACANT
22214	PLAN B TRUCKING CO	09	F009		2024	6924630					\$ 392.06		\$ 392.06	CHARGED LATE PENALTY IN ERROR
22215	PONCE, TITO MEJIA	12			2024	010003730						\$ 110.00	\$ 110.00	VACANT LOT
22216	PONCE, TITO MEJIA	12			2023	010003730						\$ 110.00	\$ 110.00	VACANT LOT
22217	PONCE, TITO MEJIA	12			2022	010003730						\$ 110.00	\$ 110.00	VACANT LOT
22218	RAMOS, XOCHIL	09	F001		2024	10005439	\$ 14.30	\$ 0.40	\$ 1.40		\$ 1.61		\$ 17.71	SWMH DOUBLE LISTED
22219	RAMOS, XOCHIL	09	F011		2023	10005439	\$ 14.30	\$ 0.40	\$ 1.40		\$ 1.61	\$ 110.00	\$ 127.71	SWMH DOUBLE LISTED
22220	REGISTER, EDWIN L JR & CATHERINE	11	F017		2024	7252825	\$ 1,115.40	\$ 31.20					\$ 1,146.60	HOME WAS BILLED INCORRECTLY
22221	RHODES, BOBBY E	10	F011		2024	7277805	\$ 43.62	\$ 1.22	\$ 4.27				\$ 49.11	SOLD MYT TRAILER
22222	ROUSE, BRANDI ALISON	02	F007		2024	7503355						\$ 110.00	\$ 110.00	BILLED SWF IN ERROR
22223	SANDLIN, BEVERLY BROWN	07	F004		2024	10003420	\$ 61.06	\$ 1.71	\$ 3.91		\$ 6.67		\$ 73.35	BOAT LISTED IN ANOTHER COUNTY
22224	SANDLIN, BEVERLY BROWN	07	F004		2024	10003420	\$ 7.72	\$ 0.22	\$ 0.49		\$ 0.84		\$ 9.27	TRAILER LISTED IN ANOTHER COUNTY
22225	SANTIBANEZ, CARLOS	12			2024	010003840						\$ 110.00	\$ 110.00	HOUSE IS UNLIVABLE
22226	SAULS, JAMES RONALD	01	F007		2024	7646156						\$ 110.00	\$ 110.00	SWF BILLED INCORRECTLY
22227	SAULS, JAMES RONALD	01	F007		2023	7646156	\$ 502.65	\$ 14.06	\$ 49.21			\$ 110.00	\$ 675.92	DWMH BURNED DOWN 2021
22228	SAULS, JAMES RONALD	01	F007		2022	7646156	\$ 502.65	\$ 14.06	\$ 49.21			\$ 110.00	\$ 675.92	DWMH BURNED DOWN 2021
22229	STANDARD RENTAL LLC	01	F007		2024	8200170	\$ 470.47	\$ 13.16					\$ 483.63	DWMH LISTED INCORRECTLY
22230	SOUTHERLAND, WILLIAM M ETAL	13	F021		2024	8136150	\$ 180.90	\$ 5.06	\$ 17.71				\$ 203.67	HOUSE BURNT DOWN 2020
22231	SOUTHERLAND, WILLIAM M ETAL	13	F021		2023	8136150	\$ 180.90	\$ 5.06	\$ 17.71				\$ 203.67	HOUSE BURNT DOWN 2020
22232	SOUTHERLAND, WILLIAM M ETAL	13	F021		2022	8136150	\$ 180.90	\$ 5.06	\$ 17.71				\$ 203.67	HOUSE BURNT DOWN 2020
22233	SOUTHERLAND, WILLIAM M ETAL	13	F021		2021	8136150	\$ 180.90	\$ 5.06	\$ 17.71				\$ 203.67	HOUSE BURNT DOWN 2020
22234	STEWART, JAMES DANIEL JR	09	F010		2024	8243419	\$ 75.65	\$ 2.12	\$ 7.41	\$ 8.52			\$ 93.70	BOAT SOLD IN 2023
22235	SUSTAINABLE POWER GROUP	01	F007		2024	8396033					\$ 1,335.36		\$ 1,335.36	INCORRECTLY GIVEN LATE PENALTY
22236	SUDYAM, TODD R	09			2024	10007041	\$ 1,342.77	\$ 37.56					\$ 1,380.33	BILLED TO INCORRECT ACCOUNT
22237	TANNER, KENNETH THOMAS	09	F011		2024	8497502						\$ 440.00	\$ 440.00	INCORRECTLY BILLED FOUR SWF
22238	UNKNOWN PROPERTY OWNER	09	F013		2024	1004213	\$ 21.45	\$ 0.60	\$ 2.10				\$ 24.15	CORRECTED ACREAGE
22239	UNKNOWN PROPERTY OWNER	09	F013		2023	1004213	\$ 21.45	\$ 0.60	\$ 2.10				\$ 24.15	CORRECTED ACREAGE
22240	UNKNOWN PROPERTY OWNER	09	F013		2022	1004213	\$ 21.45	\$ 0.60	\$ 2.10				\$ 24.15	CORRECTED ACREAGE
22241	UNKNOWN PROPERTY OWNER	09	F013		2021	1004213	\$ 21.45	\$ 0.60	\$ 2.10				\$ 24.15	CORRECTED ACREAGE
22242	UNKNOWN PROPERTY OWNER	09	F013		2020	1004213	\$ 21.45	\$ 0.60	\$ 2.10				\$ 24.15	CORRECTED ACREAGE
22243	UNKNOWN PROPERTY OWNER	09			2019	1004213	\$ 21.45	\$ 0.60					\$ 22.05	CORRECTED ACREAGE
22244	USHER, HALLIE RICHARD LE	12			2024	8921730	\$ 400.09	\$ 11.19				\$ 110.00	\$ 521.28	HOUSE BURNT DOWN 2023
22245	VALDEZ, JAVIER	04	F002		2024	000001605	\$ 19.41	\$ 0.54	\$ 1.76				\$ 21.71	BOAT VALUE WAS INCORRECT
22246	WILLIAMS, BOBBY & WF. WILLIAMS, MARGANNA	09	F010		2024	1002518	\$ 134.78	\$ 3.77	\$ 13.20				\$ 151.75	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
22247	WILLIAMS, BOBBY & WF. WILLIAMS, MARGANNA	09	F010		2024	1002518	\$ 101.03	\$ 2.83	\$ 9.89		\$ 11.38		\$ 125.13	SWMH LISTED INCORRECTLY
22248	WILLIAMS, LADONNA PATTERSON LE	05	F006		2024	9634294	\$ 237.38	\$ 6.64	\$ 24.90				\$ 268.92	SHOULD HAVE RECEIVED ELDERLY EXEMPTION

LL 9-23-24
 CW 9-23-24

GRAND TOTAL													\$ 30,417.84	\$ 850.09	\$ 982.02	\$ 8.52	\$ 1,840.39	\$ 3,872.10	\$ 37,970.96	
SUBMITTED BY: <i>[Signature]</i>													FINAL APPROVAL BY:				DATE APPROVED:			
22157	CASTEEN, AMANDA	06	F004	2024	1003293	\$ 640.94	\$ 17.92	\$ 41.04			\$ 110.00	\$ 809.90	TOTAL FOR COUNTY IS INCORRECT- SHOULD BE \$640.64-FINAL TOTAL IS \$809.60							
22175	DUPLIN COUNTY	07	F004	2024	010003411	\$ 123.70	\$ 3.46	\$ 7.92				\$ 135.08	THE SOLID WASTE FEE WAS LEFT OFF FOR \$110.00-CORRECT TOTAL \$245.08							
22218	RAMOS, XOCHIL	09	F001	2024	10005439	\$ 14.30	\$ 0.40	\$ 1.40		\$ 1.61		\$ 17.71	FIRE DISTRICT IS INCORRECT-SHOULD BE F011							
22234	STEWART, JAMES DANIEL JR	09	F010	2024	8243419	\$ 75.65	\$ 2.12	\$ 7.41	\$ 8.52			\$ 93.70	LATE PENALTY IS IN THE WRONG COLUMN							
CORRECT TOTALS						\$30,417.54	\$850.09	\$982.02	\$ -	\$ 1,848.91	\$3,982.10	\$38,080.66								

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: Chris Hatcher / Planning	Meeting Date: October 7, 2024
Subject Request to hold a public hearing on October 21, 2024 to request additional funds	
Summary, explanation and background: The request is to hold a public hearing on October 21, 2024. The purpose of this Public Hearing is to consider a program amendment to the county's 2022 CDBG-NR program. The county is seeking additional funding to complete rehabilitation of all the houses included in the grant. The additional CDBG funding being requested will be \$370,00	
Requested Action: Approval to hold public hearing	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) N/A	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) N/A	
Time needed to explain to Commissioners: 5 mins	
Attachments: N/A	
Instructions for what to do with attachments once approved: N/A	

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

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: Scotty Summerlin, Economic Development	Meeting Date: October 7, 2024
Subject: Schedule a Public Hearing for Project Panda	
Summary, explanation and background: Pursuant to NCGS 158-7.1(c), a public hearing notice must be published and a public hearing held before acting on a proposal for an economic development performance agreement and incentive. Per general statutes of North Carolina, the Duplin County Economic Development Commission requests the Board of County Commissioners schedule a public hearing on this matter.	
Requested Action: Request a motion be approved to schedule a public hearing to discuss and receive comments on Project Panda for Monday, October 21, 2024 at 6:00PM at the Duplin County Administration Building, located at 224 Seminary St., Kenansville, NC.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) N/A.	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) N/A.	
Time needed to explain to Commissioners: 2 minutes	
Attachments: None.	
Instructions for what to do with attachments once approved: N/A.	

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

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: Melisa S. Brown, Senior Services	Meeting Date: October 7, 2024
Subject: (1) Reappointment of Mr. Tony Horne to Aging Advisory Committee for a term of four years (October 1, 2024 – September 30, 2028).	
Summary, explanation and background: (1) Approve reappointment of Mr. Tony Horne to the Aging Advisory Committee for a term of four years (October 1, 2024-September 30, 2028). Aging Advisory Committee members advise the agency on issues relevant to planning, implementing, and evaluation of programs for seniors in Duplin County. Members met quarterly at the senior center.	
Requested Action: (1) Approve the request to reappoint Mr. Tony Horne for a four year term on the Aging Advisory Committee.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) – N/A	
Budget impact for subsequent years: (Funds available, allocation needed, etc.)	
Time needed to explain to Commissioners: Consent Agenda	
Attachments: N/A	
Instructions for what to do with attachments once approved: Confirmation of approval of appointment.	

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



Post Office Box 928 – 213 Seminary Street - Kenansville, N.C. 28349
Telephone 910-296-2140 – Fax 910-296-2142

October 1, 2024

Mrs. Jaime W. Carr
Clerk to the Board
Duplin County Board of Commissioners
Kenansville, N.C. 28349

Dear Mrs. Carr,

I would like to request to re-appoint Mr. Tony Horne, of Wallace, N.C., to serve an additional term on the Aging Advisory Committee. Mr. Horne's term would be for four years, effective October 1st, 2024 – September 30th, 2028.

Mr. Horne is always willing to volunteer his time and talent with senior events in Duplin County.

Sincerely,

Melisa S. Brown, Director

MSB:jcm

Late Land Use Applications Board Meeting 10/7/2024

Late 2024 Land Use:

Mary Stewart Shough and Margaret Stewart Montana

Application received on 8/12/2024

Dale O. Dixon

Application received on 8/26/2024

Justin Ryan Murphy and wife Julie Murphy

Application received on 8/21/2024

Robert J. Johnson Jr.

Application received on 8/21/2024

King Land Holding LLC

Application received on 5/24/2024

Late Applications to Assume Land Use:

Joseph Austin Taylor

Application due on 5/1/2024

Certified mailed 3/1/2024

Certified signed for on 3/4/2024

Mailed reminders on 5/20/2024, 6/21/2024 & 8/14/2024

Received completed application on 8/16/2024

Jones Crossing Farms LLC

Application due on 8/12/2024

Certified mailed 6/10/2024

Certified returned unclaimed and re-mailed regular mail on 7/1/2024

Received completed application on 8/30/2024

Jamie L. Dail & wife Mary M Dail & other

Application due on 5/1/2024

Certified mailed 3/1/2024

Certified returned unclaimed and re-mailed regular mail on 4/3/2024

Received completed application on 5/17/2024

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

Approved by: _____ Date: _____

Late Land Use Applications Board Meeting 10/7/2024

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Approved by: _____ Date: _____

NAME	ACCOUNT NUMBER	EXEMPTION TYPE	EXEMPTION AMOUNT
AYALA, ANTHONY C	1004337	ELDERLY	\$62,550
BARRIOS, LEILA	0284788	ELDERLY	\$46,750
BETHUNE, SANDRA CHASTEN	0528230	ELDERLY	\$25,000
CHASTEN, ESTHON H	1805210	ELDERLY	\$8,300
COLE, AVA SUSAN	1886970	ELDERLY	\$28,952
FENNELL, VERTA MAE	1000841	ELDERLY	\$25,000
FESSLER, HAROLD HERBERT	2820860	ELDERLY	\$51,300
LEWIS, PRISCILLA ANN B THOMAS	5353670	ELDERLY	\$47,855
MCFADDEN, MATTIE	9544250	ELDERLY	\$25,000
MERVIN, FAYE HALL	4179893/5844542	ELDERLY	\$25,000
MORRISEY, LAWANDA G	6189471	ELDERLY	\$47,250
NEWKIRK, CAROLYN & NEWKIRK JOHN	6360322	ELDERLY	\$25,000
PINYATELLO, PHYLLIS DIANNE	1001016	ELDERLY	\$38,500
SUTTON, JAMES RANDOLPH	8420797	ELDERLY	\$39,126
WILLIAMS, LADONNA P	9634294	ELDERLY	\$54,945
BARBER, JOHN T	2447703	VETERAN	\$45,000
BROWN, RONALD G & BROWN GLORIA	1204300	VETERAN	\$45,000
CAMPBELL, JOSHUA & CAMPBELL MELISSA	1003403	VETERAN	\$45,000

CLARK, NATHANIAL ROBERT	1001968	VETERAN	\$45,000
CODINGTON, DAVID P	1001159	VETERAN	\$45,000
GREENFIELD, LUTHER & WF GREENFIELD, CONSTANCE	3331830	VETERAN	\$45,000
HALL, BENJAMIN DAVID & WF HALL, JILL	1003413	VETERAN	\$45,000
HILL, TAVARE D & WF	010002559	VETERAN	\$45,000
HYATT, BRADLEY F & HYATT CARLA L	1001211	VETERAN	\$45,000
KIMBLE, DANTE NELSON & KIMBLE, STEPHANIE	1004018	VETERAN	\$45,000
MARQUIS, THOMAS Z	10004517	VETERAN	\$45,000
MUSSEL, CHRISTOPHER & CUTHBERTSON, OLIVA MARIE	1001589	VETERAN	\$45,000
SAURMAN, JAMES CHARLES	1002713	VETERAN	\$45,000
THOMPSON, JOHNNY LARUE & WF THOMPSON JENELL S	8737588	VETERAN	\$45,000
WEBB, JEFFERY & WEDD RHODILLA	9162864	VETERAN	\$45,000
WILLIAMS, ANDREW	9486500	VETERAN	\$45,000

X

 APPROVED BY:

X

 DATE:

NAME	ACCOUNT NUMBER	EXEMPTION TYPE	EXEMPTION AMOUNT
AYALA, ANTHONY C	1004337	ELDERLY	\$62,550
BARRIOS, LEILA	0284788	ELDERLY	\$46,750
BETHUNE, SANDRA CHASTEN	0528230	ELDERLY	\$25,000
CHASTEN, ESTHON H	1805210	ELDERLY	\$8,300
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HILL, TAVARE D & WF	010002559	VETERAN	\$45,000
HYATT, BRADLEY F & HYATT CARLA L	1001211	VETERAN	\$45,000
KIMBLE, DANTÉ NELSON & KIMBLE, STEPHANIE	1004018	VETERAN	\$45,000
MARQUIS, THOMAS Z	10004517	VETERAN	\$45,000
MUSSEL, CHRISTOPHER & CUTHBERTSON, OLIVA MARIE	1001589	VETERAN	\$45,000
SAURMAN, JAMES CHARLES	1002713	VETERAN	\$45,000
THOMPSON, JOHNNY LARUE & WF THOMPSON JENELL S	8737588	VETERAN	\$45,000
WEBB, JEFFERY & WEDD RHODILLA	9162864	VETERAN	\$45,000
WILLIAMS, ANDREW	9486500	VETERAN	\$45,000

X

APPROVED BY:

X

DATE:

County Commissioners Agenda Request Form

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

Name / Department: Laura C Jones/Library	Meeting Date: 10/7/2024
Subject Accept State Fiscal Recovery Funds Directed Grant in the amount of \$71,728.	
<p>Summary, explanation and background: The library has been granted additional funds thru the US Treasury Expenditures Category :6.1 Revenue Replacement. This is related to the adverse economic impacts due to the COVID-19 Pandemic. These funds are to be used as outlined in 07 NCAC 021.0202 State Aid Grants from the Aid to Public Library Fund. The amount of the grant is \$71,728. There are no matching funds required.</p>	
Requested Action: Accept the award from the State Library in the amount of \$71,728.00 and allow Library Director and County Manager to sign required documents.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) Increase programming/operating budget.	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) The funds can be carried forward but must be spent by 12/31/2026.	
Time needed to explain to Commissioners: Consent Agenda	
Attachments: Award Letter and Budget worksheets	
Instructions for what to do with attachments once approved: Return to Laura Jones	

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.

**NON-STATE ENTITY AWARD AGREEMENT
For Award 247 State Aid to Public Libraries
2000057929
US Treasury Expenditure Category: 6.1 Revenue Replacement**

**AMENDMENT #1
Grant Contract**

This Agreement amends the Grant Contract between the DEPARTMENT OF NATURAL AND CULTURAL RESOURCES ("AGENCY") and the Duplin County Library (the Grantee) (referred to collectively as the "Parties").

As provided for under the terms of this Agreement, the Parties agree to amend the following provisions of the Grant Contract:

FIRST: The existing Scope of Work, Attachment A shall be deleted and replaced in its entirety with the following:

Project Plan/Scope of Work/Description of Services

Session Law 2021-180 appropriated funds to the Grantee. Public Libraries in North Carolina suffered adverse economic impacts due to the COVID-19 Pandemic. The Grantee will use the **\$71,728** for materials, salaries, equipment, and operating costs, which are consistent with allowable uses outlined in 07 NCAC 02I .0202 State Aid Grants from the Aid to Public Library Fund.

SECOND: The existing Line Item Budget, Attachment B, shall be deleted and replaced with the following:

Attachment B Line-Item Budget

Revenue	
State Fiscal Recovery Funds Directed Grant	\$71,728

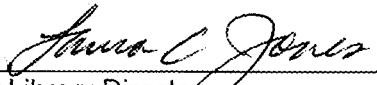
Expenses	Project Cost
Aid to Libraries project costs such as materials, salaries, equipment, and operating costs	\$71,728

All other terms and conditions as set forth in the original Grant Contract shall remain in effect for the duration of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

In Witness whereof, the Grantee and the Agency have executed this Amendment in duplicate originals, with one original being retained by each Party.

Duplin County Library



By Library Director: _____ Date 10/1/2024
Laura Jones, Library Director

The type of library and its governance determine the signature required on this document:
In addition to the library director:
County Library: Chair of County Commissioners
Regional Library: Chair of Regional Board of Trustees
Municipal Library: Chair of Town/City Council
Independent County Library: Chair of Board of Trustees

By Authorized Official: _____ Date _____
Dexter Edwards, Chair of County Commissioners

FOR DNCR

By Authorized Representative: _____ Date _____
Josh Davis, Chief Financial Officer

By Authorized Representative: _____ Date _____
Michelle Underhill, State Librarian

By Authorized Representative: _____ Date _____
Staci Meyer, Chief Deputy Secretary

NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

North Carolina Source of Funds: Account Code: 215501 0000000

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: October 7, 2024
Subject: FY25 5311 CTP Grants-Admin & Capital Grant	
Summary, explanation and background: Grant applications were submitted on behalf of Duplin County Public Transportation for FY25 Federal and State community transportation funding for capital projects (Capital funding \$529,954-replace 4 transit vehicles & 2 laptop computers) and FY25 5311 Administrative Grant in the amount of \$267,095 to help cover the administrative cost of the public transportation department.	
Requested Action: Request Board accept grant agreement for FY25 and have Board Chairperson electronically sign the same.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.): Grant funding already budgeted	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) none	
Time needed to explain to Commissioners: CONSENT	
Attachments: FY25 Community Transportation Program Capital & Administrative agreements	
Instructions for what to do with attachments once approved: electronic signature required	

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



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

April 9, 2024

Mr. Dexter Edwards, Chairperson
Duplin County Board of Commissioners
Post Office Box 910
Kenansville, North Carolina 28349-0910

RE: FY25 Community Transportation Program (Section 5311)
Project No.: 25-CT-012
WBS Element No.: 36233.35.26.1
Period of Performance: 07/01/2024 – 06/30/2025

Dear Mr. Edwards:

On February 1, 2024, the Board of Transportation approved your organization's request for an FY25 Community Transportation Grant in the amount of \$267,095. The agreement to be executed between Duplin County and NCDOT is enclosed. The individual authorized to enter into this agreement for financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any questions related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced in this letter.

Sincerely,

Brennon Fuqua
Director

BF\mf

CC: Angel Venecia, Transit Director
Attachments

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

Telephone: (919) 707-4670
Fax: (919) 733-1391
Customer Service: 1-877-368-4968

Website: ncdot.gov

Location:
1 SOUTH WILMINGTON STREET 2
RALEIGH, NC 27601

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

DUPLIN COUNTY

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR

**COMMUNITY TRANSPORTATION RURAL FORMULA GRANT
PROGRAM**

Federal Award Identification

Application Number: **1000018976**
Agreement Number:
NCDOT Project Number(s): **25-CT-012**
Federal Awarding Agency: **FTA**
Federal Award Identification
Number(s) (FAIN) Number(s): **NC-2024-078-00**
CFDA Number: **20.509**
Unique Entity Identifier (UEI)
Number: **KZN4GK5262K3**
Total YTD Awards: **\$1,906,146**
Total Amount of this Award(s): **\$267,095**
Federal Funds Awarded: **\$213,676**
State Funds: **\$13,354**
Local Funds: **\$40,065**
Federal Award Date:
(date signed by authorized
official of USDOT) **SEPTEMBER 23, 2024**

Award Period of Performance

Start Date: **JULY 1, 2024**
End Date: **JUNE 30, 2025**

Budget Period

Start Date: **JULY 1, 2024**
End Date: **JUNE 30, 2025**

*End date is date that
subrecipient if authorized to
expend funds awarded
including any carry-over*

Approved Indirect Cost Rate: **N/A**

Award is for R&D: yes/no **NO**

Federal Funded Programs:

- 5303 Metropolitan Planning Grant**
- 5307 Urbanized Area Formula Grant**
- 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant**
- 5311 Community Transportation Rural Formula Grant**
- 5311 Appalachian Development Transit Assistance Grant**
- 5311f Intercity Bus Grant**
- 5317 New Freedom Grant**
- 5339 Bus and Bus Facility Grant**
- FTA American Rescue Plan Act (ARPA) Grant**

THIS AGREEMENT made this the _____ day of _____, 20____, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **DUPLIN COUNTY**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation and appropriation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2024 to June 30, 2025**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

- a. **Scope of Project.** **Duplin County will use the funds for administrative costs related to rural community transportation services.** Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA).
- b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

- c. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **TWO HUNDRED SIXTY-SEVEN THOUSAND NINETY-FIVE DOLLARS (\$267,095)** as set forth in the Project Description and Budget, incorporated into this Agreement as **Attachment A**. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Administration WBS	Administration Total	Administration Federal (80%)	Administration State (5%)	Administration Local (15%)
36233.35.26.1	\$267,095	\$213,676	\$13,354	\$40,065
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$267,095	\$213,676	\$13,354	\$40,065

6. Project Expenditures, Payments, and Reimbursement

- a. General. The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.
- b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.
 - i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.
 - ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that

fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

- iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.
 - iv. Supporting documentation for proof of payment shall be provided upon request.
- c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.
- d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:
- i. The balance of unrecovered operating expenditures after deducting all operating revenue, or
 - ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.
- f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:
- i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement
 - ii. Necessary in order to accomplish the Project

- iii. Reasonable in amount for the goods or services purchased
 - iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred
 - v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received
 - vi. Satisfactorily documented
 - vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
- g. Excluded Costs.** The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:
- i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,
 - ii. Any cost that is not included in the latest Approved Project Budget,
 - iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and
 - iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.
- h. Final Allowability Determination.** The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and

eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.

- i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.
 - i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.
 - ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.
 - iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.

- j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.
- k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

- a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.
- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

- a. Progress Reports. The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.
- b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.

- c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.
- d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- e. Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, the Department, and the Department's Office of Inspector General, to provide the Office of the State Auditor, the Department, and the Department's Office of Inspector General with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.
- f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- g. Parts Inventory. Financial audits must address parts inventory management.
- h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.
- i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.

- b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The subrecipient agrees to file with the Department a copy of the subrecipient's policy addressing conflicts of interest that may arise involving the subrecipient's management employees and the members of its board of directors or other governing body. The subrecipient's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the subrecipient's employees or members of its board or other governing body, from the subrecipient's disbursing of State funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the subrecipient.

Prohibition on Bonus or Commission Payments

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

11. Tax Compliance Certification

The Subrecipient shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

12. Assignment

- a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Neither Grantee nor any subrecipient is relieved of any of the duties and responsibilities of this Agreement as a result of assignment.

- b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-

agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing. Any subrecipient/subgrantee agrees to abide by, among other things the standards contained in 09 NCAC Subchapter 03M and to provide information in its possession that is needed by the Grantee to comply with these standards.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

14. Real Property, Equipment, and Supplies.

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. NCDOT shall be informed and included in all ribbon cuttings / dedications / groundbreaking. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

- a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Subrecipient further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

- b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.
- c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.
- d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.
- e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.
- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department,

surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.

- g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:
- (1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.
 - (2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - (3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipients' continuing control of the use of Project property.
- h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.
- i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property that has not met its useful life, the Subrecipient agrees to:
- (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.
- j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.
- k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and

State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

16. Termination

- a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law. Any unexpended financial assistance shall revert to the Department upon termination of this Agreement.
- b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole

discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

Under this Agreement, the Subrecipient shall at all times comply with the requirements included as part of this agreement in the Federal Terms and Conditions that are included in the current FTA Master Agreement.

19. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Wake County, North Carolina.

20. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

21. Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this agreement and the terms, conditions, certifications, and assurances included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.



Federal Terms and Conditions, Attached

22. Federal Terms and Conditions

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department. Nothing shall be construed under the terms of this Agreement by the Department or the Subrecipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate.

The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports.

a. Record Retention. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is

correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and (c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient's proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.

3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(d);
2. FTA regulations, "Charter Service," 49 CFR part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(f);
2. FTA regulations, "School Bus Operations," 49 CFR part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or
2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, as amended, and produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or the Department to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.

23. Contract Administrators.

All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

Name: Myra Freeman
Title: Financial Manager
Agency: NCDOT/PTD
Email: Msfreeman1@ncdot.gov
MSC: 1550 Mail Service Center – Raleigh, NC 27699-1550
Physical Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601
Phone: 919-707-4672 Fax: 919-733-2304

For the Subrecipient:

Name: _____
Title: _____
Agency: _____
Address: _____
Email: _____
Phone: _____

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

DUPLIN COUNTY

SUBRECIPIENT'S FEDERAL TAX ID
NUMBER:

SUBRECIPIENT'S FISCAL YEAR END:

JUNE 30, 2025

BY:

TITLE:

CHAIRPERSON

ATTEST:

TITLE:

DEPARTMENT OF
TRANSPORTATION

BY:

TITLE:

**DEPUTY SECRETARY FOR
MULTI-MODAL TRANSPORTATION**

**Attachment 1
Certification Regarding Lobbying**

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient's Authorized Representative: _____

Title: _____

Date: _____

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2025 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member's Name*) Commissioner Elwood Garner and seconded by (*Board Member's Name or N/A, if not required*) Commissioner Jesse Dowe for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, (*Legal Name of Applicant*) Duplin County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative

UNIFIED GRANT APPLICATION

requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the (Authorized Official's Title)* Chairperson of (Name of Applicant's Governing Body) Duplin County Board of Commissioners is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I (Certifying Official's Name)* Dexter B. Edwards (Certifying Official's Title) Chairperson do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board) Duplin County Board of Commissioners duly held on the 5th day of September, 2023.



Signature of Certifying Official

***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me
(date)

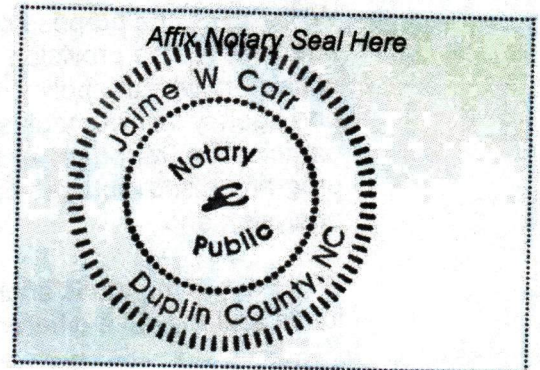
9/5/23

Jaime W. Carr
Notary Public *

Jaime W. Carr 1899 Sarecta Rd
Printed Name and Address Pink Hill NC 28572

My commission expires
(date)

4/23/28



APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 PUBLIC TRANSPORTATION DIVISION
 PROJECT NUMBER: 25-CT-012
 APPROVED BUDGET SUMMARY
 EFFECTIVE DATE JULY 1, 2024

PROJECT SPONSOR: DUPLIN COUNTY
 PROJECT DESCRIPTION: FY25 COMMUNITY TRANSPORTATION PROGRAM

I. TOTAL PROJECT EXPENDITURES					
DEPARTMENT - 4521 ADMINISTRATION -	36233.35.26.1				\$267,095
PERIOD OF PERFORMANCE JULY 01, 2024 - JUNE 30, 2025					
II. TOTAL PROJECT FUNDING					
ADMINISTRATION -	36233.35.26.1	TOTAL	FEDERAL	STATE	LOCAL
AGREEMENT #		100%	80%	5%	15%
		\$267,095	\$213,676	\$13,354	\$40,065
TOTAL BUDGET		\$267,095	\$213,676	\$13,354	\$40,065

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 25-CT-012
SPONSOR: DUPLIN COUNTY
WBS: 36233.35.26.1

DEPARTMENT 4521 - ADMINISTRATION		
<u>OBJECT</u>	<u>TITLE</u>	<u>APPROVED BUDGET</u>
G121	SALARIES AND WAGES - FULL TIME	\$153,561
G127	SALARIES AND WAGES - LONGEVITY	\$4,024
G181	SOCIAL SEC. CONTRIB.	\$12,055
G182	RETIREMENT CONTRIB.	\$20,250
G183	HOSP. INS. CONTRIB.	\$37,230
G197	DRUG & ALCOHOL TEST	\$2,000
G311	TRAVEL	\$1,275
G312	TRAVEL SUBSIS	\$3,000
G371	MRKTNG.PAID ADV	\$8,000
G372	PROMOTIONAL ITEMS	\$2,000
G452	INSURANCE-VEHICLES	\$23,000
G491	DUES AND SUBSCRIPT	\$700
TOTAL ADMINISTRATION		<u>\$267,095</u>

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET
SALARY AND WAGE DETAIL

PROJECT: 25-CT-012
SPONSOR: DUPLIN COUNTY

SQ NO	POSITION	NO	%	FTE RATE	BUDGET AMOUNT
DEPT. 4521 OBJECT CODE 121					
01	DIRECTOR	01	100%	\$ 62,192	\$62,192
02	TRANSPORTATION COORDINATOR	01	100%	\$ 44,501	\$44,501
03	ACCOUNTING TECH II	01	100%	\$ 33,208	\$33,208
04	SECRETARY/DISPATCHER	01	50%	\$ 27,320	\$13,660
TOTAL - OBJECT CODE 121					<u>\$153,561</u>
DEPT. 4521 OBJECT CODE 127					
01	SALARIES AND WAGES - LONGEVITY	01	100%	\$ 4,024	\$4,024
TOTAL - OBJECT CODE 127					<u>\$4,024</u>
TOTAL DEPT. 4521 SALARIES AND WAGES					<u>\$157,585</u>

PROGRAM SUMMARY SHEET REQUIREMENTS



NORTH CAROLINA
Department of Transportation

5311 Rural Formula
FEDERAL

Administration, Operating, Capital, Planning

PRINCIPLE	This guidance is for all subrecipients receiving capital, administration, and operating assistance to support public transportation in rural areas (areas with populations of less than 50,000).
ELIGIBLE SUBRECIPIENTS	<p>To be eligible, transit providers must have a signed resolution from the County Commissioners of each county served, designating them as the 5311 recipient in their jurisdiction in order to be eligible to apply for funds. These resolutions are updated on a 5-year basis. The resolution is part of the grant application process.</p> <p>North Carolina's coordinated approach to service delivery allows a single applicant within each designated service area.</p> <p>The project number will be identified as YY-11-XXX (YY=Year; XXX= System #). It may be followed by an O (operating) or S (statewide funding only). This designation identifies the program funding or use.</p>
ELIGIBLE SERVICE and SERVICE AREA	General public transportation activities in rural North Carolina (areas outside urbanized area boundaries) are the focus of this funding. The goal of Section 5311 program is to enhance the overall mobility of people living in rural areas, therefore, projects may include transportation to or from rural areas. Service must be open and promoted to the general public, however, a rural transit provider may design its Section 5311 funded services to maximize use by members of the general public who are transportation-disadvantaged. Transportation disadvantaged people include seniors, people with disabilities, and low-income individuals. Providers receiving both 5311 and 5307 funds must have a method of allocating costs between the two programs.
FINANCIAL CAPACITY and MANAGEMENT	PTD suggests Subrecipients have sufficient funds to operate and maintain the NCDOT funded program for at least three months without incoming revenue from grants. Subrecipients must have fiscal control and accounting procedures sufficient to permit the tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15 days.
AUDIT REPORTS and FINANCIAL STATEMENTS	Subrecipients that expend more than \$750,000 in federal funds from all sources (including federal funds provided through NCDOT) in a year must submit the annual single audit required by 09 NCAC 03M and evidence of resolution of findings related to the transit program to NCDOT. The value of a bus or van purchased must be considered when determining whether a Subrecipient meets the threshold for a single audit.
VEHICLE TITLES	Subrecipients will title the equipment and NCDOT Public Transportation Division be named first lien holder. When the project equipment has been replaced, NCDOT will release the lien. Useful life standards are maintained in NCDOT's Transit Asset Management (TAM) Tier II Sponsored Plan. This inventory is updated on an annual basis.
INSURANCE	Subrecipients will maintain insurance as defined in the procedures.

PROGRAM SUMMARY SHEET REQUIREMENTS

<p>MAINTENANCE</p>	<p>Subrecipients will maintain project equipment at a high level of cleanliness, safety, and mechanical soundness. An 80 percent on-time performance standard for equipment and wheelchair lifts has been set. All maintenance activities are entered into Trapeze EAM and performance is monitored. FTA and state funded facilities require a written maintenance plan and annual submission of the maintenance performed.</p>
<p>INCIDENTAL USE</p>	<p>PTD discourages incidental uses of real property unless it can generate additional revenues for the transit system or, at a reasonable cost, enhances system ridership. Prior written approval is required for incidental uses of real property which must be compatible with the original purposes of the contract. Incidental uses, such as meal delivery, are allowed if they do not interfere with the public transit service and cover the costs of the uses. Nutrition programs must cover the operating costs attributable to meal delivery.</p>
<p>PROGRAM REPORTING AND</p>	<p>NCDOT Public Transportation Division requires quarterly and year end reports. Program status reports are also required with each claim submitted. <u>Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).</u></p>
<p>OVERSIGHT</p>	<p>NCDOT Public Transportation Division maintains all procedures required for oversight. These expectations, the State Management Plan, funding applications and Certifications and Assurances must be followed to maintain good standing for future funding. <u>Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).</u></p>
<p>REFERENCES</p>	<p><u>Section 5311 Circular - C 9040.1G;</u> <u>Award Management Requirements 5010.1E;</u> <u>09 NCAC 03M</u> <u>Third Party Contracting Guidance 4220.1F</u> <u>OMB's Uniform Administrative Requirements 2 CFR 200</u> <u>NCDOT's Business Guide</u> <u>State Management Plan</u> <u>IMD Unified Grant application and Guidance</u></p>
<p>UPDATES/REVISIONS</p>	<p>Original Date: April 9, 2018 Last Amended Date: December 8, 2022</p>



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

May 15, 2024

Mr. Dexter Edwards, Chairperson
Duplin County Board of Commissioners
Post Office Box 910
Kenansville, North Carolina 28349-0910

RE: FY25 Community Transportation Program (Section 5311)
Project No.: 25-CT-012
WBS Element No.: 36233.35.26.3 (Capital I)
36233.35.26.4 (Capital II)
Period of Performance: 07/01/2024 – 06/30/2025

Dear Mr. Edwards:

On May 1, 2024, the Board of Transportation approved your organization's request for an FY25 Community Transportation Grant in the amount of \$529,954. The agreement to be executed between Duplin County and NCDOT is enclosed. The individual authorized to enter into this agreement for financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any questions related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced in this letter.

Sincerely,

Brennon Fuqua
Director

BF\mf
CC: Angel Venecia, Transit Director
Attachments

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

Telephone: (919) 707-4670
Fax: (919) 733-1391
Customer Service: 1-877-368-4968

Location:
1 SOUTH WILMINGTON STREET 2
RALEIGH, NC 27601

Website: ncdot.gov

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

DUPLIN COUNTY

**PUBLIC TRANSPORTATION GRANT AGREEMENT FOR
COMMUNITY TRANSPORTATION RURAL FORMULA GRANT
PROGRAM**

Federal Award Identification

Application Number: **1000019236**
Agreement Number:
NCDOT Project Number(s): **25-CT-012**
Federal Awarding Agency: **FTA**
Federal Award Identification
Number(s) (FAIN) Number(s): **NC-2024-078-00**
CFDA Number: **20.509**
Unique Entity Identifier (UEI)
Number: **KZN4GK5262K3**
Total YTD Awards: **\$1,906,146**
Total Amount of this Award(s): **\$529,954**
Federal Funds Awarded: **\$423,963**
State Funds: **\$52,995**
Local Funds: **\$52,996**
Federal Award Date:
(date signed by authorized
official of USDOT) **SEPTEMBER 23, 2024**

Award Period of Performance

Start Date: **JULY 1, 2024**
End Date: **JUNE 30, 2025**

Budget Period

Start Date: **JULY 1, 2024**
End Date: **JUNE 30, 2025**

*End date is date that
subrecipient if authorized to
expend funds awarded
including any carry-over*

Approved Indirect Cost Rate: **N/A**

Award is for R&D: yes/no **NO**

Federal Funded Programs:

- 5303 Metropolitan Planning Grant**
- 5307 Urbanized Area Formula Grant**
- 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant**
- 5311 Community Transportation Rural Formula Grant**
- 5311 Appalachian Development Transit Assistance Grant**
- 5311f Intercity Bus Grant**
- 5317 New Freedom Grant**
- 5339 Bus and Bus Facility Grant**
- FTA American Rescue Plan Act (ARPA) Grant**

THIS AGREEMENT made this the _____ day of _____, 20____, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **DUPLIN COUNTY**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation and appropriation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2024 to June 30, 2025**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

- a. **Scope of Project.** Duplin County will use the funds to replace vehicles, (3) -20' light transit vehicles w/wheelchair lifts-replacement; (1)-22' light transit vehicles w /wheelchair lifts-replacement (4) -vehicle lettering logos; other capital (2) – person computer-laptops- replacements. Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA).
- b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant

application for financial assistance, the terms of which are incorporated by reference.

- c. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **FIVE HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED FIFTY-FOUR DOLLARS (529,954)** as set forth in the Project Description and Budget, incorporated into this Agreement as **Attachment A**. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Capital WBS	Capital Total	Capital Federal (80%)	Capital State (10%)	Capital Local (10%)
36233.35.26.3	\$527,400	\$421,920	\$52,740	\$52,740
Agreement #				
Capital WBS	Capital Total	Capital Federal (80%)	Capital State (10%)	Capital Local (10%)
36233.35.26.4	\$2,554	\$2,043	\$255	\$256
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$529,954	\$423,963	\$52,995	\$52,996

6. Project Expenditures, Payments, and Reimbursement

- a. General. The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.
- b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.

- i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.
 - ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.
 - iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.
 - iv. Supporting documentation for proof of payment shall be provided upon request.
- c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.
- d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:
- i. The balance of unrecovered operating expenditures after deducting all operating revenue, or
 - ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.

- f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:
- i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement
 - ii. Necessary in order to accomplish the Project
 - iii. Reasonable in amount for the goods or services purchased
 - iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred
 - v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received
 - vi. Satisfactorily documented
 - vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
- g. Excluded Costs. The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:
- i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,
 - ii. Any cost that is not included in the latest Approved Project Budget,
 - iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and

- iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.

- h. Final Allowability Determination. The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.

- i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.
 - i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.

 - ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.

 - iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments

of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.

- j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.
- k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

- a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.
- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

- a. Progress Reports. The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract,

and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.

- b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.
- c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.
- d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- e. Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, the Department, and the Department's Office of Inspector General, to provide the Office of the State Auditor, the Department, and the Department's Office of Inspector General with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.
- f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- g. Parts Inventory. Financial audits must address parts inventory management.
- h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.
- i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.
- b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The subrecipient agrees to file with the Department a copy of the subrecipient's policy addressing conflicts of interest that may arise involving the subrecipient's management employees and the members of its board of directors or other governing body. The subrecipient's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the subrecipient's employees or members of its board or other governing body, from the subrecipient's disbursing of State funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the subrecipient.

Prohibition on Bonus or Commission Payments

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

11. Tax Compliance Certification

The Subrecipient shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

12. Assignment

- a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Neither Grantee nor any subrecipient is relieved of any of the duties and responsibilities of this Agreement as a result of assignment.

- b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing. Any subrecipient/subgrantee agrees to abide by, among other things the standards contained in 09 NCAC Subchapter 03M and to provide information in its possession that is needed by the Grantee to comply with these standards.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

14. Real Property, Equipment, and Supplies.

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. NCDOT shall be informed and included in all ribbon cuttings / dedications / groundbreakings. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

- a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The

Subrecipient further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

- b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.
- c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.
- d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.
- e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.

- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.
- g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:
- (1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.
 - (2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - (3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipients' continuing control of the use of Project property.
- h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.
- i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property that has not met its useful life, the Subrecipient agrees to:
- (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.
- j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or

refund the value of the Federal and State interest in that property, as the Department may require.

- k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

16. Termination

- a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law. Any unexpended financial assistance shall revert to the Department upon termination of this Agreement.
- b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

Under this Agreement, the Subrecipient shall at all times comply with the requirements included as part of this agreement in the Federal Terms and Conditions that are included in the current FTA Master Agreement.

19. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Wake County, North Carolina.

20. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

21. Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this agreement and the terms, conditions, certifications, and assurances included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.



Federal Terms and Conditions, Attached

22. Federal Terms and Conditions

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department. Nothing shall be construed under the terms of this Agreement by the Department or the Subrecipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate.

The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports.

a. Record Retention. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is

correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and (c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient's proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.

3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(d);
2. FTA regulations, "Charter Service," 49 CFR part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(f);
2. FTA regulations, "School Bus Operations," 49 CFR part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or
2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, as amended, and produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or the Department to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.

23. Contract Administrators.

All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

Name: Myra Freeman
Title: Financial Manager
Agency: NCDOT/PTD
Email: Msfreeman1@ncdot.gov
MSC: 1550 Mail Service Center – Raleigh, NC 27699-1550
Physical Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601
Phone: 919-707-4672 Fax: 919-733-2304

For the Subrecipient:

Name: _____
Title: _____
Agency: _____
Address: _____
Email: _____
Phone: _____

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

DUPLIN COUNTY

SUBRECIPIENT'S FEDERAL TAX ID
NUMBER:

SUBRECIPIENT'S FISCAL YEAR END:

JUNE 30, 2025

BY:

TITLE:

CHAIRPERSON

ATTEST:

TITLE:

DEPARTMENT OF
TRANSPORTATION

BY:

TITLE:

**DEPUTY SECRETARY FOR
MULTI-MODAL TRANSPORTATION**

Attachment 1
Certification Regarding Lobbying

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient's Authorized Representative: _____

Title: _____

Date: _____

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2025 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by *(Board Member's Name)* Commissioner Elwood Garner and seconded by *(Board Member's Name or N/A, if not required)* Commissioner Jesse Dowe for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, *(Legal Name of Applicant)* Duplin County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative

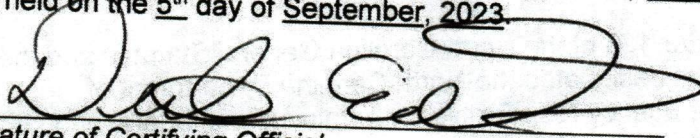
UNIFIED GRANT APPLICATION

requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the (Authorized Official's Title)* Chairperson of (Name of Applicant's Governing Body) Duplin County Board of Commissioners is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I (Certifying Official's Name)* Dexter B. Edwards (Certifying Official's Title) Chairperson do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board) Duplin County Board of Commissioners duly held on the 5th day of September, 2023.



Signature of Certifying Official

***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me
(date)

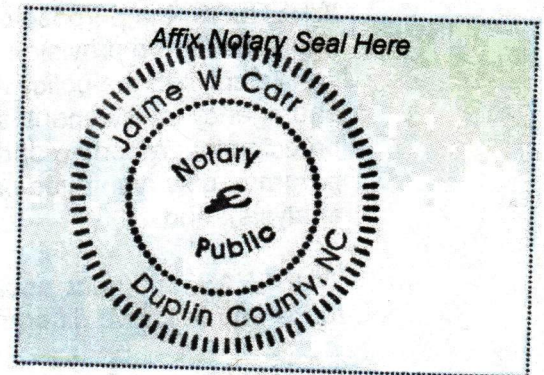
9/5/23

Jaime W. Carr
Notary Public *

Jaime W. Carr 1899 Sarecta Rd
Printed Name and Address Pink Hill NC 28572

My commission expires
(date)

4/23/28



APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 PUBLIC TRANSPORTATION DIVISION
 PROJECT NUMBER: 25-CT-012
 APPROVED BUDGET SUMMARY
 EFFECTIVE DATE 7/1/2024

PROJECT SPONSOR: DUPLIN COUNTY TRANSPORTATION DEPARTMENT
 PROJECT DESCRIPTION: FY2025 COMMUNITY TRANSPORTATION PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4523 CAPITAL I - BUS: ROLLING STOCK PERIOD OF PERFORMANCE JULY 01, 2024 - JUNE 30, 2025	36233.35.26.3	\$527,400
DEPARTMENT - 4523 CAPITAL II - SUPPORT EQUIP & FACILIT PERIOD OF PERFORMANCE JULY 01, 2024 - JUNE 30, 2025	36233.35.26.4	\$2,554

II. TOTAL PROJECT FUNDING

	<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
CAPITAL I - ROLLING STOCK 36233.35.26.3 AGREEMENT #	100% \$527,400	80% \$421,920	10% \$52,740	10% \$52,740
CAPITAL II - SUPPORT EQUIP & FACIL 36233.35.26.4 AGREEMENT #	100% \$2,554	80% \$2,043	10% \$255	10% \$256
TOTAL BUDGET	\$529,954	\$423,963	\$52,995	\$52,996

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 25-CT-012
SPONSOR: DUPLIN COUNTY TRANSPORTATION DEPARTMENT

WBS ELEMENT: 36233.35.26.3

DEPARTMENT 4523 - CAPITAL I - ROLLING ROCK

<u>TITLE</u>	<u>DESCRIPTION</u>	<u>APPROVED BUDGET</u>
G546	20Ft LT W/L F-Rpl	\$ 390,000
G576	22Ft LtTrans Veh W/Lf Rpl	\$ 135,000
G591	Veh Lettering/Logos	\$ 2,400
TOTAL CAPITAL I BUDGET		\$ 527,400

WBS ELEMENT: 36233.35.26.4

DEPARTMENT 4523 - CAPITAL II - SUPPORT EQUIP AND FACILITIES

<u>TITLE</u>	<u>DESCRIPTION</u>	<u>APPROVED BUDGET</u>
G521	Personal Computer	\$ 2,554
TOTAL CAPITAL II BUDGET		\$ 2,554
TOTAL CAPITAL BUDGET		\$ 529,954

PROGRAM SUMMARY SHEET REQUIREMENTS



NORTH CAROLINA
Department of Transportation

5311 Rural Formula
FEDERAL

Administration, Operating, Capital, Planning

PRINCIPLE	This guidance is for all subrecipients receiving capital, administration, and operating assistance to support public transportation in rural areas (areas with populations of less than 50,000).
ELIGIBLE SUBRECIPIENTS	<p>To be eligible, transit providers must have a signed resolution from the County Commissioners of each county served, designating them as the 5311 recipient in their jurisdiction in order to be eligible to apply for funds. These resolutions are updated on a 5-year basis. The resolution is part of the grant application process.</p> <p>North Carolina's coordinated approach to service delivery allows a single applicant within each designated service area.</p> <p>The project number will be identified as YY-11-XXX (YY=Year; XXX= System #). It may be followed by an O (operating) or S (statewide funding only). This designation identifies the program funding or use.</p>
ELIGIBLE SERVICE and SERVICE AREA	General public transportation activities in rural North Carolina (areas outside urbanized area boundaries) are the focus of this funding. The goal of Section 5311 program is to enhance the overall mobility of people living in rural areas, therefore, projects may include transportation to or from rural areas. Service must be open and promoted to the general public, however, a rural transit provider may design its Section 5311 funded services to maximize use by members of the general public who are transportation-disadvantaged. Transportation disadvantaged people include seniors, people with disabilities, and low-income individuals. Providers receiving both 5311 and 5307 funds must have a method of allocating costs between the two programs.
FINANCIAL CAPACITY and MANAGEMENT	PTD suggests Subrecipients have sufficient funds to operate and maintain the NCDOT funded program for at least three months without incoming revenue from grants. Subrecipients must have fiscal control and accounting procedures sufficient to permit the tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15 days.
AUDIT REPORTS and FINANCIAL STATEMENTS	Subrecipients that expend more than \$750,000 in federal funds from all sources (including federal funds provided through NCDOT) in a year must submit the annual single audit required by 09 NCAC 03M and evidence of resolution of findings related to the transit program to NCDOT. The value of a bus or van purchased must be considered when determining whether a Subrecipient meets the threshold for a single audit.
VEHICLE TITLES	Subrecipients will title the equipment and NCDOT Public Transportation Division be named first lien holder. When the project equipment has been replaced, NCDOT will release the lien. Useful life standards are maintained in NCDOT's Transit Asset Management (TAM) Tier II Sponsored Plan. This inventory is updated on an annual basis.
INSURANCE	Subrecipients will maintain insurance as defined in the procedures.

PROGRAM SUMMARY SHEET REQUIREMENTS

MAINTENANCE	Subrecipients will maintain project equipment at a high level of cleanliness, safety, and mechanical soundness. An 80 percent on-time performance standard for equipment and wheelchair lifts has been set. All maintenance activities are entered into Trapeze EAM and performance is monitored. FTA and state funded facilities require a written maintenance plan and annual submission of the maintenance performed.
INCIDENTAL USE	PTD discourages incidental uses of real property unless it can generate additional revenues for the transit system or, at a reasonable cost, enhances system ridership. Prior written approval is required for incidental uses of real property which must be compatible with the original purposes of the contract. Incidental uses, such as meal delivery, are allowed if they do not interfere with the public transit service and cover the costs of the uses. Nutrition programs must cover the operating costs attributable to meal delivery.
PROGRAM REPORTING AND	NCDOT Public Transportation Division requires quarterly and year end reports. Program status reports are also required with each claim submitted. <u>Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).</u>
OVERSIGHT	NCDOT Public Transportation Division maintains all procedures required for oversight. These expectations, the State Management Plan, funding applications and Certifications and Assurances must be followed to maintain good standing for future funding. <u>Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).</u>
REFERENCES	Section 5311 Circular - C 9040.1G; Award Management Requirements 5010.1E; 09 NCAC 03M Third Party Contracting Guidance 4220.1F OMB's Uniform Administrative Requirements 2 CFR 200 NCDOT's Business Guide State Management Plan IMD Unified Grant application and Guidance
UPDATES/REVISIONS	Original Date: April 9, 2018 Last Amended Date: December 8, 2022

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: Joseph McKemey/Water Department	Meeting Date: October 7, 2024
Subject: Approval of Resolution Adopting Capital Project Budget Ordinance and Awarding Construction Contract. See attachments	
<p>Summary explanation and background:</p> <p>Bids were received for the Duplin County Well B-3 Construction project Test Well Construction contract on August 27, 2024. Municipal water supply well construction costs have increased across the state. The County urgently needs to construct another water supply well in addition to the recently awarded GLF well to meet existing demand without exceeding their Central Coastal Plain Capacity Use Area permitted withdrawals. The Engineer recommends award of Contract No. 4 – Test Well Construction to the low bidder. See attached for additional information.</p>	
Requested Action: Motion approving Resolution Adopting Capital Project Budget Ordinance and Awarding Construction Contract, which adopts the budget and awards Contract No. 4 – Test Well Construction to the low bidder, A.C. Schultes of Carolina, Inc.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.)	Total Project Cost: \$394,377.00 Funding needed: \$394,377.00
Budget impact for subsequent years: (Funds available, allocation needed, etc.)	Project will consist of local funding.
Time needed to explain to Commissioners: Five Minutes	
Attachments: Resolution Adopting Capital Project Budget Ordinance and Awarding Construction Contract.	
Instructions for what to do with attachments once approved:	Have signed by the Chairman and attested by the Clerk to the Board for Contract No. 4 Notice of Award and Resolution Adopting Capital Project Budget Ordinance. Keep one copy for County records, and return remaining copies to McDavid Associates, Inc. Farmville office.

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr jaimec@duplincountync.com. The deadline for getting on the agenda is Noon on the Wednesday preceding the meeting by the agenda deadline. Remember, one original will be retained for the minutes.



McDAVID ASSOCIATES, INC.

CORPORATE OFFICE
Engineers • Planners • Land Surveyors
(252) 753-2139 • Fax (252) 753-7220
E-mail: mai@mcdavid-inc.com
3714 N. Main Street • P.O. Drawer 49
Farmville, NC 27828

GOLDSBORO OFFICE
Engineers • Planners
(919) 736-7630 • Fax (919) 735-7351
E-mail: maigold@mcdavid-inc.com
109 E. Walnut Street • P.O. Box 1776
Goldsboro, NC 27533

October 7th, 2024

Mr. Dexter B. Edwards
Duplin County Board of Commissioners
P.O. Box 910
Kenansville, NC 28349

SUBJECT: Recommendation of Award
Contract No. 4 - Test Well
Construction
2024 Duplin County Well B-3
Construction
Duplin County

Dear Mr. Edwards:

Bids for Contract No. 4 - Test Well Construction were received on August 27, 2024 at 2:00 PM. A list of all bidders and their respective total bid is as follows:

A.C. Schultes of Carolina, Inc.	\$324,827.00
---------------------------------	--------------

For a more detailed review of individual unit prices please refer to the enclosed tabulation sheet. The low bidder was A.C. Schultes of Carolina, Inc. who submitted the low bid in the amount of \$324,827.00. Please note that the construction cost above will cover the construction of two test wells in the event that the water quality is poor or the quantity of water is insufficient at the primary well site. If the test well provides good results, then the contract quantities will be significantly reduced.

Also for your review, please find enclosed a copy of the project budget which reflects all anticipated project revenues and expenditures.

We have reviewed the bids and recommend that the work be awarded to the low bidder, A.C. Schultes of Carolina, Inc. for Contract No. 4 for the low bid amount of \$324,827.00.

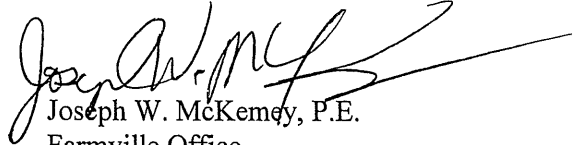
Upon board review and approval, please execute all six (6) copies of the enclosed "Notice of Award" for both Contracts and return all copies to this office.

I will be happy to meet with you or your board to further review our recommendations or to answer any questions.

Please advise as we may further assist.

Sincerely yours,

McDAVID ASSOCIATES, INC.


Joseph W. McKemey, P.E.
Farmville Office

JWM/ew


Enclosures

TABULATION SHEET
 CONTRACT NO. 4 - TEST WELL CONSTRUCTION
 DUPLIN COUNTY WELL B-3 CONSTRUCTION
 DUPLIN COUNTY
 AUGUST 27, 2024 @ 2:00 PM

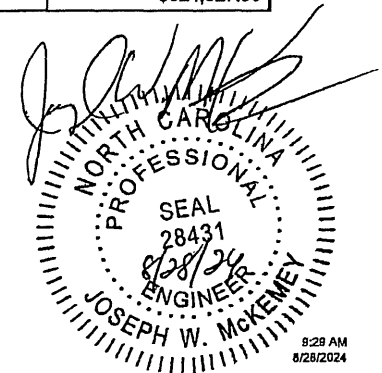
09:28 AM
 28-Aug-24

				AC Schultes of Carolina, Inc. Rocky Point, NC	
Item	Description	Unit	Qty	Unit Price	Total
1	TEST WELL DRILLING	LF	420	\$255.00	\$107,100.00
1	TEST WELL INDIVIDUAL FORMATION TESTING AND COLLECTION OF WATER SAMPLES SETS	EA	10	\$9,000.00	\$90,000.00
2	LABORATORY WATER ANALYSES FOR INORGANIC SERIES	EA	20	\$520.00	\$10,400.00
3	LABORATORY WATER ANALYSES FOR ASBESTOS	EA	16	\$370.00	\$5,920.00
4	LABORATORY WATER ANALYSES FOR RADIOLOGICAL SERIES	EA	16	\$550.00	\$8,800.00
5	LABORATORY WATER ANALYSES FOR THM FORMATION POTENTIAL and HAAC FORMATION POTENTIAL	EA	20	\$450.00	\$9,000.00
6	LABORATORY WATER ANALYSES FOR VOLATILE ORGANIC CHEMICAL SERIES	EA	20	\$180.00	\$3,600.00
7	LABORATORY WATER ANALYSES FOR SYNTHETIC ORGANIC CHEMICAL SERIES	EA	20	\$920.00	\$18,400.00
8	LABORATORY WATER ANALYSES FOR UCMR CONTAMINANTS	EA	20	\$2,000.00	\$40,000.00
9	4" COARSE AGGREGATE BASE COURSE	SY	150	\$22.00	\$3,300.00
10	MOBILIZATION	LS	1	\$4,307.00	\$4,307.00
11	ALLOWANCE FOR HYDROLOGIST	AL	1	\$8,000.00	\$8,000.00
12	WELL ABANDONMENT	LS	2	\$6,000.00	\$12,000.00
13	STAKING ALLOWANCE	AL	1	\$4,000.00	\$4,000.00
TOTAL BID					\$324,827.00

I, Joseph W. McKemey, certify that this Tabulation Sheet is correct to the best of my knowledge and belief


 (Signature)

8/28/24
 (Date)



**RESOLUTION
ADOPTING CAPITAL PROJECT BUDGET ORDINANCE
AND AWARDING CONSTRUCTION CONTRACT
DUPLIN COUNTY WELL B-3 CONSTRUCTION PROJECT
DUPLIN COUNTY
OCTOBER 7, 2024**

- WHEREAS,** Duplin County has the need for a new water supply well, and
- WHEREAS,** Bids for the Construction of Contract No. 4 - Test Well Construction were received on August 27, 2024, and
- WHEREAS,** A.C. Schultes of Carolina, Inc. was the low bidder for Contract No. 4 - Test Well Construction in the amount of \$324,827.00, and
- WHEREAS,** Due to inflation, bid prices are higher than anticipated, and
- WHEREAS,** The contract quantities are sufficient for two test wells and additional laboratory testing, if required, due to well specific concerns, and
- WHEREAS,** If only one test well is required, contract quantities can be reduced resulting in significant savings for the County, and
- WHEREAS,** The Engineer recommends award to the low bidder, A.C. Schultes of Carolina, Inc. for Contract No. 4 in the amount of \$324,827.00, and
- WHEREAS,** The Engineer has prepared a Recommendation of Award supported by a balanced budget using local funding, for Board consideration and approval.

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

- THAT,** the attached project budget is hereby adopted for the Well B-3 Test Well Construction Project, and
- THAT,** Contract No 4 - Test Well Construction be awarded to A.C. Schultes of Carolina, Inc. for the amount of \$324,827.00, and
- THAT,** the Chairman of the Board of Commissioners is authorized to execute all documents associated with the award of the project on behalf of Duplin County, and
- THAT,** the County Manager is authorized to sign pay requests, change orders, progress reports, miscellaneous correspondence, and other documents related to the administration and construction of the project.

Adopted this the 7th day of October 2024.

(SEAL)

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

ATTEST:

Jaime Carr, Clerk to the Board
Duplin County

**DUPLIN COUNTY WELL B-3 CONSTRUCTION PROJECT
DUPLIN COUNTY
OCTOBER 7, 2024**

APPROVED
BUDGET AS OF
OCTOBER 7, 2024

REVENUES

Duplin County Local Funding	\$	394,377.00
Sales Tax Refund	\$	0.00
Contribution by Others	\$	0.00
TOTAL REVENUES	\$	394,377.00

EXPENSES

Well Construction		
Contract No. 4 - Test Well Construction	\$	324,827.00
Engineering Design for Test Well	\$	22,000.00
Construction Administration/Observation for Test Well	\$	37,350.00
Advertisements	\$	200.00
Contingency	\$	10,000.00
TOTAL EXPENSES	\$	394,377.00

SECTION 00511

NOTICE OF AWARD

To: Kyle Jefferys
A.C. Schultes of Carolina, Inc.
354 Sawdust Road
Rocky Point, NC 28457

PROJECT Description: Duplin County Well B-3 Construction
Contract No. 4 - Test Well Construction

The OWNER has considered the BID submitted by you for the above described WORK in response to its ADVERTISEMENT FOR BIDS dated August 15, 2024, and INFORMATION FOR BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of Three Hundred Twenty-Four Thousand Eight Hundred Twenty-Seven and 00/100 Dollars (\$324,827.00).

You are required by the INFORMATION FOR BIDDERS to execute the AGREEMENT and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and certificates of insurance within twenty (20) calendar days from the date of this Notice to you.

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

You are required by G.S. 143-128.2(c) to submit a list of all identified subcontractors (whether minority business or not) that you will use on this CONTRACT within thirty (30) calendar days after award of the CONTRACT.

If you fail to submit a list of all identified subcontractors within thirty (30) calendar days after award of the CONTRACT, the OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

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

Dated this _____ day of _____, 20_____.

OWNER:

_____ Duplin County _____

By _____

Name Dexter B. Edwards

Title Chairman, Board of Commissioners

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this the _____ day of _____, 20_____.

CONTRACTOR:

_____ A.C. Schultes of Carolina, Inc. _____

By _____

Name Kyle Jefferys

Title Vice President

END OF SECTION

County Commissioners Agenda Request Form

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

Name/Department: Joseph McKemey/Water Department	Meeting Date: October 7, 2024
Subject: Approval of Resolution Accepting Funding Offer and Resolution Adopting Capital Project Budget Ordinance for Duplin County. See attachments	
<p>Summary explanation and background:</p> <p>Duplin County applied for and received an Asset Inventory and Assessment Grant. The County is required to pass a resolution accepting the funding offer and adopting a capital project budget as part of the terms of funding.</p>	
Requested Action: Motion approving Resolution Accepting Funding offer and Resolution Adopting Capital Project Budget Ordinance.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.)	Total Project Cost: \$249,000.00 100% Grant Funding.
Budget impact for subsequent years: (Funds available, allocation needed, etc.)	100% Grant Funding.
Time needed to explain to Commissioners: Five Minutes	
Attachments: Resolution Accepting Funding Offer and Resolution Adopting Capital Project Budget Ordinance.	
Instructions for what to do with attachments once approved:	Have signed by the Chairman and attested by the Clerk to the Board for Resolution Accepting Funding Offer and Adopting Capital Project Budget Ordinance. Keep one copy for County records, and return remaining copies to McDavid Associates, Inc. Farmville office.

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr jaimec@duplincountync.com. The deadline for getting on the agenda is Noon on the Wednesday preceding the meeting by the agenda deadline. Remember, one original will be retained for the minutes.

**RESOLUTION
ACCEPTING FUNDING OFFER
WATER SYSTEM ASSET INVENTORY AND ASSESSMENT PROJECT
AIA-D-ARP-0263
DUPLIN COUNTY
OCTOBER 7, 2024**

WHEREAS, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$249,000.00 to perform an Asset Inventory and Assessment study detailed in the submitted application, and

WHEREAS, Duplin County intends to perform said project in accordance with the agreed scope of work.

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

That Duplin County does hereby accept the American Rescue Plan (ARP) offer of \$249,000.00, and

That Duplin County does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to, and

That Dexter B. Edwards, Chairman, 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 by the Division of Water Infrastructure.

Adopted this the 7th day of October 2024 at Kenansville, North Carolina.

(SEAL)

ATTEST:

Dexter B. Edwards, Chairman

Jaime Carr, Clerk to the Board
Duplin County

**RESOLUTION
ADOPTING CAPITAL PROJECT BUDGET ORDINANCE
WATER SYSTEM ASSET INVENTORY AND ASSESSMENT PROJECT
DIVISION OF WATER INFRASTRUCTURE
ARPA PROJECT AIA-D-ARP-0263
DUPLIN COUNTY
OCTOBER 7, 2024**

WHEREAS, Duplin County has accepted a \$249,000 Asset Inventory and Assessment grant from the Division of Water Infrastructure to evaluate the County's Water System, and

WHEREAS, McDavid Associates, Inc. has prepared a balanced budget for Board consideration and approval.

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

THAT, the attached budget is hereby adopted for the Asset Inventory and Assessment Project, and

THAT, the County Manager is authorized and directed to execute all documents associated with the project to include pay requests and close-out forms.

Adopted this the 7th day of October 2024 at Kenansville, North Carolina.

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

(SEAL)

ATTEST:

Jaime Carr, Clerk to the Board
Duplin County

**WATER SYSTEM ASSET INVENTORY AND ASSESSMENT PROJECT
AIA-D-ARP-0263
DUPLIN COUNTY
OCTOBER 7, 2024**

		APPROVED BUDGET AS OF Oct. 7, 2024
<u>REVENUES</u>		
DWI ARPA AIA Grant	\$	249,000.00
TOTAL REVENUES	\$	249,000.00
 <u>EXPENSES</u>		
Asset Inventory and Assessment		
Water System Rate Evaluation	\$	10,000.00
Short/Long Range Water Evaluation Report	\$	10,000.00
GIS Inventory/Inspection Water System Assets	\$	119,000.00
AIA, Capital Cost, Operating Cost Analyses	\$	110,000.00
TOTAL EXPENSES	\$	249,000.00

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.

Name/Department: Joseph McKemey/Water Department	Meeting Date: October 7, 2024
Subject: Approval of Resolution Accepting Funding Offer and Resolution Adopting Capital Project Budget Ordinance for Albertson Water and Sewer District. See attachments	
<p>Summary explanation and background:</p> <p>Albertson Water and Sewer District applied for and received an Asset Inventory and Assessment Grant. The County is required to pass a resolution accepting the funding offer and adopting a capital project budget as part of the terms of funding.</p>	
Requested Action: Motion approving Resolution Accepting Funding offer and Resolution Adopting Capital Project Budget Ordinance.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.)	Total Project Cost: \$339,088.00 100% Grant Funding.
Budget impact for subsequent years: (Funds available, allocation needed, etc.)	100% Grant Funding.
Time needed to explain to Commissioners: Five Minutes	
Attachments: Resolution Accepting Funding Offer and Resolution Adopting Capital Project Budget Ordinance.	
Instructions for what to do with attachments once approved:	Have signed by the Chairman and attested by the Clerk to the Board for Resolution Accepting Funding Offer and Adopting Capital Project Budget Ordinance. Keep one copy for County records, and return remaining copies to McDavid Associates, Inc. Farnville office.

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr jaimec@duplincountync.com. The deadline for getting on the agenda is Noon on the Wednesday preceding the meeting by the agenda deadline. Remember, one original will be retained for the minutes.

**RESOLUTION
ACCEPTING FUNDING OFFER
WATER SYSTEM ASSET INVENTORY AND ASSESSMENT PROJECT
AIA-D-ARP-0262
ALBERTSON WATER AND SEWER DISTRICT
OCTOBER 7, 2024**

WHEREAS, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$339,088.00 to perform an Asset Inventory and Assessment study detailed in the submitted application, and

WHEREAS, Albertson Water and Sewer District intends to perform said project in accordance with the agreed scope of work.

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

That Albertson Water and Sewer District does hereby accept the American Rescue Plan (ARP) offer of \$339,088.00, and

That Albertson Water and Sewer District does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to, and

That Dexter B. Edwards, Chairman, 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 by the Division of Water Infrastructure.

Adopted this the 7th day of October 2024 at Kenansville, North Carolina.

(SEAL)

ATTEST:

Dexter B. Edwards, Chairman

Jaime Carr, Clerk to the Board
Duplin County

**RESOLUTION
ADOPTING CAPITAL PROJECT BUDGET ORDINANCE
WATER SYSTEM ASSET INVENTORY AND ASSESSMENT PROJECT
DIVISION OF WATER INFRASTRUCTURE
ARPA PROJECT AIA-D-ARP-0262
ALBERTSON WATER AND SEWER DISTRICT
OCTOBER 7, 2024**

WHEREAS, Albertson Water and Sewer District has accepted a \$339,088 Asset Inventory and Assessment grant from the Division of Water Infrastructure to evaluate Albertson Water and Sewer District's Water System, and

WHEREAS, McDavid Associates, Inc. has prepared a balanced budget for Board consideration and approval.

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

THAT, the attached budget is hereby approved for the Asset Inventory and Assessment Project, and

THAT, the County Manager is authorized and directed to execute all documents associated with the project to include pay requests and close-out forms.

Adopted this the 7th day of October 2024 at Kenansville, North Carolina.

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

(SEAL)

ATTEST:

Jaime Carr, Clerk to the Board
Duplin County

**WATER SYSTEM ASSET INVENTORY AND ASSESSMENT PROJECT
AIA-D-ARP-0262
ALBERTSON WATER AND SEWER DISTRICT
OCTOBER 7, 2024**

		APPROVED BUDGET AS OF OCT 7, 2024
<u>REVENUES</u>		
DWI ARPA AIA Grant	\$	339,088.00
TOTAL REVENUES	\$	339,088.00
 <u>EXPENSES</u>		
Asset Inventory and Assessment		
Water System Rate Evaluation	\$	10,000.00
Short/Long Range Water Evaluation Report	\$	10,000.00
GIS Inventory/Inspection Water System Assets	\$	219,088.00
AIA, Capital Cost, Operating Cost Analyses	\$	100,000.00
TOTAL EXPENSES	\$	339,088.00

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.

Name/Department: Joseph McKemey/Water Department	Meeting Date: October 7, 2024
Subject: Approval of Resolution Accepting Funding Offer and Resolution Adopting Capital Project Budget Ordinance for Duplin County Water District B. See attachments	
<p>Summary explanation and background: Duplin County Water District B applied for and received an Asset Inventory and Assessment Grant. The County is required to pass a resolution accepting the funding offer and adopting a capital project budget as part of the terms of funding.</p>	
Requested Action: Motion approving Resolution Accepting Funding offer and Resolution Adopting Capital Project Budget Ordinance.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.)	Total Project Cost: \$386,544.00 100% Grant Funding.
Budget impact for subsequent years: (Funds available, allocation needed, etc.)	100% Grant Funding.
Time needed to explain to Commissioners: Five Minutes	
Attachments: Resolution Accepting Funding Offer and Resolution Adopting Capital Project Budget Ordinance.	
Instructions for what to do with attachments once approved:	Have signed by the Chairman and attested by the Clerk to the Board for Resolution Accepting Funding Offer and Adopting Capital Project Budget Ordinance. Keep one copy for County records, and return remaining copies to McDavid Associates, Inc. Farmville office.

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr jaimec@duplincountync.com. The deadline for getting on the agenda is Noon on the Wednesday preceding the meeting by the agenda deadline. Remember, one original will be retained for the minutes.

**RESOLUTION
ACCEPTING FUNDING OFFER
WATER SYSTEM ASSET INVENTORY AND ASSESSMENT PROJECT
AIA-D-ARP-0264
DUPLIN COUNTY WATER DISTRICT B
OCTOBER 7, 2024**

WHEREAS, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$386,544.00 to perform an Asset Inventory and Assessment study detailed in the submitted application, and

WHEREAS, Duplin County Water District B intends to perform said project in accordance with the agreed scope of work.

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

That Duplin County Water District B does hereby accept the American Rescue Plan (ARP) offer of \$386,544.00, and

That Duplin County Water District B does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to, and

That Dexter B. Edwards, Chairman, 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 by the Division of Water Infrastructure.

Adopted this the 7th day of October 2024 at Kenansville, North Carolina.

(SEAL)

ATTEST:

Dexter B. Edwards, Chairman

Jaime Carr, Clerk to the Board
Duplin County

**RESOLUTION
ADOPTING CAPITAL PROJECT BUDGET ORDINANCE
WATER SYSTEM ASSET INVENTORY AND ASSESSMENT PROJECT
DIVISION OF WATER INFRASTRUCTURE
ARPA PROJECT AIA-D-ARP-0264
DUPLIN COUNTY WATER DISTRICT B
OCTOBER 7, 2024**

WHEREAS, Duplin County Water District B has accepted a \$386,544 Asset Inventory and Assessment grant from the Division of Water Infrastructure to evaluate the District’s Water System, and

WHEREAS, McDavid Associates, Inc. has prepared a balanced budget for Board consideration and approval.

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

THAT, the attached budget is hereby adopted for the Asset Inventory and Assessment Project, and

THAT, the County Manager is authorized and directed to execute all documents associated with the project to include pay requests and close-out forms.

Adopted this the 7th day of October 2024 at Kenansville, North Carolina.

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

(SEAL)

ATTEST:

Jaime Carr, Clerk to the Board
Duplin County

**WATER SYSTEM ASSET INVENTORY AND ASSESSMENT PROJECT
AIA-D-ARP-0264
DUPLIN COUNTY WATER DISTRICT B
OCTOBER 7, 2024**

		APPROVED BUDGET AS OF OCT 7, 2024
<u>REVENUES</u>		
DWI ARPA AIA Grant	\$	386,544.00
TOTAL REVENUES	\$	386,544.00
 <u>EXPENSES</u>		
Asset Inventory and Assessment		
Water System Rate Evaluation	\$	10,000.00
Short/Long Range Water Evaluation Report	\$	10,000.00
GIS Inventory/Inspection Water System Assets	\$	256,544.00
AIA, Capital Cost, Operating Cost Analyses	\$	110,000.00
TOTAL EXPENSES	\$	386,544.00

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.

Name/Department: Joseph McKemey/Water Department	Meeting Date: October 7, 2024
Subject: Approval of Resolution Accepting Funding Offer and Resolution Adopting Capital Project Budget Ordinance for Duplin County Water District D. See attachments	
<p>Summary explanation and background:</p> <p>Duplin County Water District D applied for and received an Asset Inventory and Assessment Grant. The County is required to pass a resolution accepting the funding offer and adopting a capital project budget as part of the terms of funding.</p>	
Requested Action: Motion approving Resolution Accepting Funding offer and Resolution Adopting Capital Project Budget Ordinance.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.)	Total Project Cost: \$400,000.00 100% Grant Funding.
Budget impact for subsequent years: (Funds available, allocation needed, etc.)	100% Grant Funding.
Time needed to explain to Commissioners: Five Minutes	
Attachments: Resolution Accepting Funding Offer and Resolution Adopting Capital Project Budget Ordinance.	
Instructions for what to do with attachments once approved:	Have signed by the Chairman and attested by the Clerk to the Board for Resolution Accepting Funding Offer and Adopting Capital Project Budget Ordinance. Keep one copy for County records, and return remaining copies to McDavid Associates, Inc. Farmville office.

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr jaimec@duplincountync.com. The deadline for getting on the agenda is Noon on the Wednesday preceding the meeting by the agenda deadline. Remember, one original will be retained for the minutes.

**RESOLUTION
ACCEPTING FUNDING OFFER
WATER SYSTEM ASSET INVENTORY AND ASSESSMENT PROJECT
AIA-D-ARP-0263
DUPLIN COUNTY WATER DISTRICT D
OCTOBER 7, 2024**

WHEREAS, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$400,000.00 to perform an Asset Inventory and Assessment study detailed in the submitted application, and

WHEREAS, Duplin County Water District D intends to perform said project in accordance with the agreed scope of work.

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

That Duplin County Water District D does hereby accept the American Rescue Plan (ARP) offer of \$400,000.00, and

That Duplin County Water District D does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to, and

That Dexter B. Edwards, Chairman, 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 by the Division of Water Infrastructure.

Adopted this the 7th day of October 2024 at Kenansville, North Carolina.

(SEAL)

ATTEST:

Dexter B. Edwards, Chairman

Jaime Carr, Clerk to the Board
Duplin County

**RESOLUTION
ADOPTING CAPITAL PROJECT BUDGET ORDINANCE
WATER SYSTEM ASSET INVENTORY AND ASSESSMENT PROJECT
DIVISION OF WATER INFRASTRUCTURE
ARPA PROJECT AIA-D-ARP-0265
DUPLIN COUNTY WATER DISTRICT D
OCTOBER 7, 2024**

WHEREAS, Duplin County Water District D has accepted a \$400,000 Asset Inventory and Assessment grant from the Division of Water Infrastructure to evaluate the District’s Water System, and

WHEREAS, McDavid Associates, Inc. has prepared a balanced budget for Board consideration and approval.

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

THAT, the attached budget is hereby approved for the Asset Inventory and Assessment Project, and

THAT, the County Manager is authorized and directed to execute all documents associated with the project to include pay requests and close-out forms.

Adopted this the 7th day of October 2024 at Kenansville, North Carolina.

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

(SEAL)

ATTEST:

Jaime Carr, Clerk to the Board
Duplin County

**WATER SYSTEM ASSET INVENTORY AND ASSESSMENT PROJECT
AIA-D-ARP-0265
DUPLIN COUNTY WATER DISTRICT D
OCTOBER 7, 2024**

		APPROVED BUDGET AS OF OCT 7, 2024
<u>REVENUES</u>		
DWI ARPA AIA Grant	\$	400,000.00
TOTAL REVENUES	\$	400,000.00
 <u>EXPENSES</u>		
Asset Inventory and Assessment		
Water System Rate Evaluation	\$	10,000.00
Short/Long Range Water Evaluation Report	\$	10,000.00
GIS Inventory/Inspection Water System Assets	\$	270,000.00
AIA, Capital Cost, Operating Cost Analyses	\$	110,000.00
TOTAL EXPENSES	\$	400,000.00

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.

Name/Department: Joseph McKemey/Water Department	Meeting Date: October 7, 2024
Subject: Approval of Resolution Accepting Funding Offer and Resolution Adopting Capital Project Budget Ordinance for Duplin County Water District E. See attachments	
<p>Summary explanation and background:</p> <p>Duplin County Water District E applied for and received an Asset Inventory and Assessment Grant. The County is required to pass a resolution accepting the funding offer and adopting a capital project budget as part of the terms of funding.</p>	
Requested Action: Motion approving Resolution Accepting Funding offer and Resolution Adopting Capital Project Budget Ordinance.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.)	Total Project Cost: \$398,504.00 100% Grant Funding.
Budget impact for subsequent years: (Funds available, allocation needed, etc.)	100% Grant Funding.
Time needed to explain to Commissioners: Five Minutes	
Attachments: Resolution Accepting Funding Offer and Resolution Adopting Capital Project Budget Ordinance.	
Instructions for what to do with attachments once approved:	Have signed by the Chairman and attested by the Clerk to the Board for Resolution Accepting Funding Offer and Adopting Capital Project Budget Ordinance. Keep one copy for County records, and return remaining copies to McDavid Associates, Inc. Farnville office.

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr jaimec@duplincountync.com. The deadline for getting on the agenda is Noon on the Wednesday preceding the meeting by the agenda deadline. Remember, one original will be retained for the minutes.

**RESOLUTION
ACCEPTING FUNDING OFFER
WATER SYSTEM ASSET INVENTORY AND ASSESSMENT PROJECT
AIA-D-ARP-0266
DUPLIN COUNTY WATER DISTRICT E
OCTOBER 7, 2024**

WHEREAS, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$398,504.00 to perform an Asset Inventory and Assessment study detailed in the submitted application, and

WHEREAS, Duplin County Water District E intends to perform said project in accordance with the agreed scope of work.

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

That Duplin County Water District E does hereby accept the American Rescue Plan (ARP) offer of \$398,504.00, and

That Duplin County Water District E does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to, and

That Dexter B. Edwards, Chairman, 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 by the Division of Water Infrastructure.

Adopted this the 7th day of October 2024 at Kenansville, North Carolina.

(SEAL)

ATTEST:

Dexter B. Edwards, Chairman

Jaime Carr, Clerk to the Board
Duplin County

**RESOLUTION
ADOPTING CAPITAL PROJECT BUDGET ORDINANCE
WATER SYSTEM ASSET INVENTORY AND ASSESSMENT PROJECT
DIVISION OF WATER INFRASTRUCTURE
ARPA PROJECT AIA-D-ARP-0266
DUPLIN COUNTY WATER DISTRICT E
OCTOBER 7, 2024**

WHEREAS, Duplin County Water District E has accepted a \$398,504 Asset Inventory and Assessment grant from the Division of Water Infrastructure to evaluate the District’s Water System, and

WHEREAS, McDavid Associates, Inc. has prepared a balanced budget for Board consideration and approval.

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

THAT, the attached budget is hereby adopted for the Asset Inventory and Assessment Project, and

THAT, the County Manager is authorized and directed to execute all documents associated with the project to include pay requests and close-out forms.

Adopted this the 7th day of October 2024 at Kenansville, North Carolina.

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

(SEAL)

ATTEST:

Jaime Carr, Clerk to the Board
Duplin County

**WATER SYSTEM ASSET INVENTORY AND ASSESSMENT PROJECT
AIA-D-ARP-0266
DUPLIN COUNTY WATER DISTRICT E
OCTOBER 7, 2024**

		APPROVED BUDGET AS OF OCT 7, 2024
<u>REVENUES</u>		
DWI ARPA AIA Grant	\$	398,504.00
TOTAL REVENUES	\$	398,504.00
 <u>EXPENSES</u>		
Asset Inventory and Assessment		
Water System Rate Evaluation	\$	10,000.00
Short/Long Range Water Evaluation Report	\$	10,000.00
GIS Inventory/Inspection Water System Assets	\$	288,504.00
AIA, Capital Cost, Operating Cost Analyses	\$	90,000.00
TOTAL EXPENSES	\$	398,504.00

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.

Name/Department: Joseph McKemey/Water Department	Meeting Date: October 7, 2024
Subject: Approval of Resolution Accepting Funding Offer and Resolution Adopting Capital Project Budget Ordinance for Duplin County Water District F. See attachments	
<p>Summary explanation and background:</p> <p>Duplin County Water District F applied for and received an Asset Inventory and Assessment Grant. The County is required to pass a resolution accepting the funding offer and adopting a capital project budget as part of the terms of funding.</p>	
Requested Action: Motion approving Resolution Accepting Funding offer and Resolution Adopting Capital Project Budget Ordinance.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.)	Total Project Cost: \$396,856.00 100% Grant Funding.
Budget impact for subsequent years: (Funds available, allocation needed, etc.)	100% Grant Funding.
Time needed to explain to Commissioners: Five Minutes	
Attachments: Resolution Accepting Funding Offer and Resolution Adopting Capital Project Budget Ordinance.	
Instructions for what to do with attachments once approved:	Have signed by the Chairman and attested by the Clerk to the Board for Resolution Accepting Funding Offer and Adopting Capital Project Budget Ordinance. Keep one copy for County records, and return remaining copies to McDavid Associates, Inc. Farmville office.

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr jaimec@duplincountync.com. The deadline for getting on the agenda is Noon on the Wednesday preceding the meeting by the agenda deadline. Remember, one original will be retained for the minutes.

**RESOLUTION
ACCEPTING FUNDING OFFER
WATER SYSTEM ASSET INVENTORY AND ASSESSMENT PROJECT
AIA-D-ARP-0267
DUPLIN COUNTY WATER DISTRICT F
OCTOBER 7, 2024**

WHEREAS, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$396,856.00 to perform an Asset Inventory and Assessment study detailed in the submitted application, and

WHEREAS, Duplin County Water District F intends to perform said project in accordance with the agreed scope of work.

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

That Duplin County Water District F does hereby accept the American Rescue Plan (ARP) offer of \$396,856.00, and

That Duplin County Water District F does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to, and

That Dexter B. Edwards, Chairman, 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 by the Division of Water Infrastructure.

Adopted this the 7th day of October 2024 at Kenansville, North Carolina.

(SEAL)

ATTEST:

Dexter B. Edwards, Chairman

Jaime Carr, Clerk to the Board
Duplin County

**RESOLUTION
ADOPTING CAPITAL PROJECT BUDGET ORDINANCE
WATER SYSTEM ASSET INVENTORY AND ASSESSMENT PROJECT
DIVISION OF WATER INFRASTRUCTURE
ARPA PROJECT AIA-D-ARP-0267
DUPLIN COUNTY WATER DISTRICT F
OCTOBER 7, 2024**

WHEREAS, Duplin County Water District F has accepted a \$396,856 Asset Inventory and Assessment grant from the Division of Water Infrastructure to evaluate the District's Water System, and

WHEREAS, McDavid Associates, Inc. has prepared a balanced budget for Board consideration and approval.

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

THAT, the attached budget is hereby adopted for the Asset Inventory and Assessment Project, and

THAT, the County Manager is authorized and directed to execute all documents associated with the project to include pay requests and close-out forms.

Adopted this the 7th day of October 2024 at Kenansville, North Carolina.

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

(SEAL)

ATTEST:

Jaime Carr, Clerk to the Board
Duplin County

**WATER SYSTEM ASSET INVENTORY AND ASSESSMENT PROJECT
AIA-D-ARP-0267
DUPLIN COUNTY WATER DISTRICT F
OCTOBER 7, 2024**

		APPROVED BUDGET AS OF OCT 7, 2024
<u>REVENUES</u>		
DWI ARPA AIA Grant	\$	396,856.00
TOTAL REVENUES	\$	396,856.00
 <u>EXPENSES</u>		
Asset Inventory and Assessment		
Water System Rate Evaluation	\$	10,000.00
Short/Long Range Water Evaluation Report	\$	10,000.00
GIS Inventory/Inspection Water System Assets	\$	271,856.00
AIA, Capital Cost, Operating Cost Analyses	\$	105,000.00
TOTAL EXPENSES	\$	396,856.00

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.

Name/Department: Joseph McKemey/Water Department	Meeting Date: October 7, 2024
Subject: Approval of Resolution Accepting Funding Offer and Resolution Adopting Capital Project Budget Ordinance for Duplin County Water District G. See attachments	
<p>Summary explanation and background:</p> <p>Duplin County Water District G applied for and received an Asset Inventory and Assessment Grant. The County is required to pass a resolution accepting the funding offer and adopting a capital project budget as part of the terms of funding.</p>	
Requested Action: Motion approving Resolution Accepting Funding offer and Resolution Adopting Capital Project Budget Ordinance.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.)	Total Project Cost: \$351,976.00 100% Grant Funding.
Budget impact for subsequent years: (Funds available, allocation needed, etc.)	100% Grant Funding.
Time needed to explain to Commissioners: Five Minutes	
Attachments: Resolution Accepting Funding Offer and Resolution Adopting Capital Project Budget Ordinance.	
Instructions for what to do with attachments once approved:	Have signed by the Chairman and attested by the Clerk to the Board for Resolution Accepting Funding Offer and Adopting Capital Project Budget Ordinance. Keep one copy for County records, and return remaining copies to McDavid Associates, Inc. Farmville office.

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr jaimec@duplincountync.com. The deadline for getting on the agenda is Noon on the Wednesday preceding the meeting, by the agenda deadline. Remember, one original will be retained for the minutes.

**RESOLUTION
ACCEPTING FUNDING OFFER
WATER SYSTEM ASSET INVENTORY AND ASSESSMENT PROJECT
AIA-D-ARP-0268
DUPLIN COUNTY WATER DISTRICT G
OCTOBER 7, 2024**

WHEREAS, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$351,976.00 to perform an Asset Inventory and Assessment study detailed in the submitted application, and

WHEREAS, Duplin County Water District G intends to perform said project in accordance with the agreed scope of work.

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

That Duplin County Water District G does hereby accept the American Rescue Plan (ARP) offer of \$351,976.00, and

That Duplin County Water District G does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to, and

That Dexter B. Edwards, Chairman, 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 by the Division of Water Infrastructure.

Adopted this the 7th day of October 2024 at Kenansville, North Carolina.

(SEAL)

ATTEST:

Dexter B. Edwards, Chairman

Jaime Carr, Clerk to the Board
Duplin County

**RESOLUTION
ADOPTING CAPITAL PROJECT BUDGET ORDINANCE
WATER SYSTEM ASSET INVENTORY AND ASSESSMENT PROJECT
DIVISION OF WATER INFRASTRUCTURE
ARPA PROJECT AIA-D-ARP-0268
DUPLIN COUNTY WATER DISTRICT G
OCTOBER 7, 2024**

WHEREAS, Duplin County Water District G has accepted a \$351,976 Asset Inventory and Assessment grant from the Division of Water Infrastructure to evaluate the District's Water System, and

WHEREAS, McDavid Associates, Inc. has prepared a balanced budget for Board consideration and approval.

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

THAT, the attached budget is hereby adopted for the Asset Inventory and Assessment Project, and

THAT, the County Manager is authorized and directed to execute all documents associated with the project to include pay requests and close-out forms.

Adopted this the 7th day of October 2024 at Kenansville, North Carolina.

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

(SEAL)

ATTEST:

Jaime Carr, Clerk to the Board
Duplin County

**WATER SYSTEM ASSET INVENTORY AND ASSESSMENT PROJECT
AIA-D-ARP-0268
DUPLIN COUNTY WATER DISTRICT G
OCTOBER 7, 2024**

		APPROVED BUDGET AS OF OCT 7, 2024
<u>REVENUES</u>		
DWI ARPA AIA Grant	\$	351,976.00
TOTAL REVENUES	\$	351,976.00
 <u>EXPENSES</u>		
Asset Inventory and Assessment		
Water System Rate Evaluation	\$	10,000.00
Short/Long Range Water Evaluation Report	\$	10,000.00
GIS Inventory/Inspection Water System Assets	\$	226,976.00
AIA, Capital Cost, Operating Cost Analyses	\$	105,000.00
TOTAL EXPENSES	\$	351,976.00

Duplin County, NC



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	03	133	BUA	09/13/2024	09/13/2024	100724	blanca.pineda	1	N	Hist	2025	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT OB
ACCOUNT												
1	5198	41990					T					2,000.00
		10-50-5100-5198-000-41990					PROFESSIONAL SERVICES					
2	5198	42990					T				2,000.00	
		10-50-5100-5198-000-42990					INCENTIVES					
** 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
2025	03	176	BUA	09/16/2024	09/16/2024	100724	chelsey.tanier	1	N	Hist	2025	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT OB
ACCOUNT												
1	4320	40121					T					9,000.00
		10-43-4310-4320-000-40121					SALARIES					
2	4310	43530					T				9,000.00	
		10-43-4310-0000-000-43530					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
2025	03	347	BUA	09/23/2024	09/23/2024	100724	chelsey.tanier	1	N	Hist	2025	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT OB
ACCOUNT												
1	4250	45100					T					3,883.47
		10-41-4100-4250-000-45100-					CAPITAL OUTLAY					
2	4250	42981					T				3,883.47	
		10-41-4100-4250-000-42981					PARTS & 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
2025	03	401	BUA	09/25/2024	09/25/2024	100724	blanca.pineda	1	N	Hist	2025	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT OB
ACCOUNT												



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	03	401	BUA	09/25/2024	09/25/2024	100724	blanca.pineda	1	N	Hist	2025	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION		DEBIT	CREDIT	OB	
ACCOUNT												
1	5191	42600					T				1,200.00	
	10-50-5100-5191-000-42600						OFFICE SUPPLIES					
2	5191	43110					T				500.00	
	10-50-5100-5191-000-43110						TRAVEL					
3	5191	42980					T		1,000.00			
	10-50-5100-5191-000-42980						PROGRAM SUPPLIES					
4	5191	42980					T		700.00			
	10-50-5100-5191-000-42980						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
2025	03	402	BUA	09/25/2024	09/25/2024	100724	blanca.pineda	1	N	Hist	2025	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION		DEBIT	CREDIT	OB	
ACCOUNT												
1	4320	40121					T				8,000.00	
	10-43-4310-4320-000-40121						SALARIES					
2	4958	44500					T				100.00	
	10-49-4950-4958-000-44500						INSURANCE AND BONDS					
3	4958	43300					T				150.00	
	10-49-4950-4958-000-43300						UTILITIES					
4	4310	43530					T		8,000.00			
	10-43-4310-0000-000-43530						REPAIRS VEHICLES					
5	4958	43510					T		250.00			
	10-49-4950-4958-000-43510						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
2025	04	21	BUA	10/02/2024	10/02/2024	100724	blanca.pineda	1	N	Hist	2025	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION		DEBIT	CREDIT	OB	
ACCOUNT												
1	5113	40121					T				9,000.00	
	10-50-5100-5113-000-40121						SALARIES					
2	5113	42370					T		9,000.00			
	10-50-5100-5113-000-42370						INJECTABLES					
** 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
2025	04	23	BUA	10/02/2024	10/02/2024	100724	blanca.pineda	1	N	Hist	2025	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB	
1	5163	42980					T				500.00	
								PROGRAM SUPPLIES				
2	5163	42410					T		500.00			
								PHARMACY				
									** JOURNAL TOTAL	0.00	0.00	
									** GRAND TOTAL	0.00	0.00	

7 Journals printed

** END OF REPORT - Generated by Blanca Pineda **

BA # _____

Duplin County
Budget Amendment

Department Title Finance

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

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

Brief description of why this amendment is being requested:
Budget adjustments

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
			4310-43530	Vehicle repairs	8,000.00
4320-40121	Salaries	8,000.00	4958-43510	Building Repairs	250.00
4958-44500	Insurance & Bonds	100.00			
4958-43300	Utilities	150.00			
Total		8,250.00	Total		8,250.00

Finance Signature *Clifford Romie*
Date Approved: 9/24/24

Manager Signature _____
Date Approved: _____

Commisioner Approval _____
Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title

HEALTH

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:
COVER PHARMACY EXPENSE

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5163-42980	PROGRAM SUPPLIES	500.00	5163-42410	PHARMACY	500.00
Total		500.00	Total		500.00

Chelsey Ranier

Finance Signature

Date Approved:

10/2/24

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.

Representative Name and Department: Melissa Kennedy/ 911 Addressing	Meeting Date: 10/07/2024
Subject: Hold Public Hearing in accordance of Duplin County 911 Addressing road naming Ordinance	
Summary, explanation and background: Hold public hearing for Frances Brown to name a lane at 200 block of Lem Brown Rd- Franklin Dr	
Requested Action: To approve lane name- Franklin Dr	
Budget impact for this fiscal year:	
Budget impact for subsequent years:	
Time needed to explain to Commissioners: 5 mintues	
Attachments:	

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



ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION:

Name: FRANCES BROWN
Address: 216 LEM BROWN Rd
City/State/Zip: CHINGQUAPIN NC 28521
Telephone: ^{cell} ~~work~~ 910 330 1612 Home: 910 324 5283

2. MAIL DETERMINATION TO (if different than applicant information):

Name: LOGAN S TAYLOR BROWN
Address: 6030 S NC Hwy 50
City/State/Zip: WALLACE NC 28466

3. ROAD LOCATION: Township Cypress Creek Range _____

DESCRIPTION: @ 218 Lem Brown Rd Chingquapin

4. PARCEL TAX-ID: 08-373--

5. PROPOSED ROAD NAME: FRANKLIN DRIVE

BACKUP NAME 1: FRANKLIN LANE

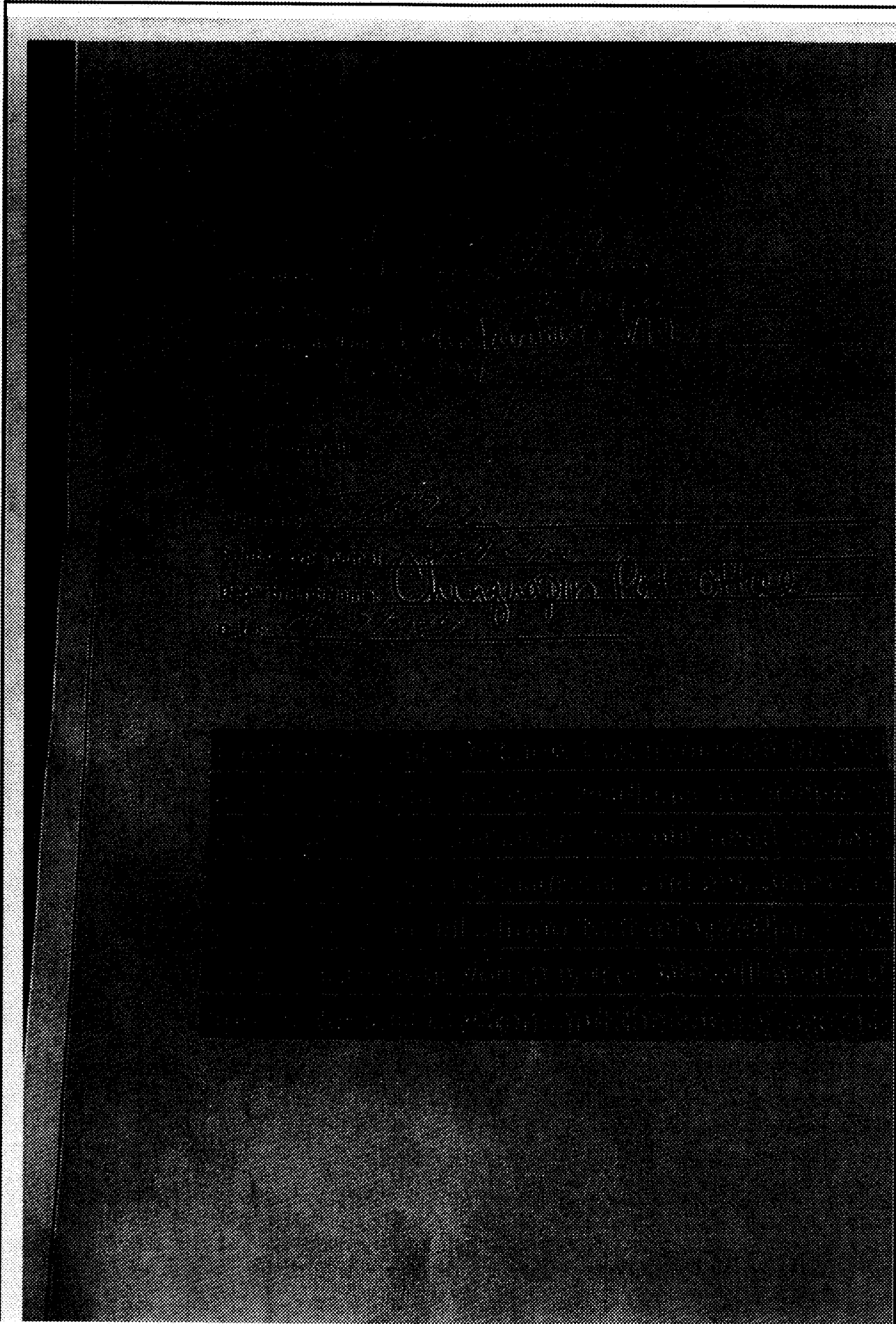
BACKUP NAME 2: BROWN FARM LANE

(NAME SHOULD BE LESS THAN 13 LETTERS)

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

PACEL NUMBER:	PARCEL OWNER NAME PRINT AND SIGNATURE and Ph
<u>08-343--</u>	<u>Theilton L Brown Jr - Theilton L Brown</u>
<u>08-263--</u>	<u>Thameshi Lene Carmen Espinoza - Thameshi Lene Carmen Espinoza</u>
<u>08-376--</u>	<u>FRANCES BROWN - Frances Brown</u>
<u>transfer of 218</u>	<u>Wendy Sanso - Wendy Sanso</u>

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



Instructions for what to do with attachments once approved:

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

County of Duplin
Office of the County Commissioners



RESOLUTION FOR THE COUNTY OF DUPLIN

**APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING
FOR THE 2024 CDBG NR PROJECT**

WHEREAS, the Duplin County Board of Commissioners has previously indicated its desire to assist in community development efforts for housing within the community; and,

WHEREAS, the Commissioners have held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit LMI families with housing needs; and,

WHEREAS, the Commissioners wish the County to pursue a formal application for Community Development Block Grant funding to benefit LMI families with housing needs; and

WHEREAS, the Commissioners certify it will meet all federal regulatory and statutory requirements of the State of North Carolina Community Development Block Grant Program,

NOW, THEREFORE BE IT RESOLVED, by the County's Board of Commissioners that the County is authorized to submit a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant to benefit LMI families with housing needs.

This is the 7th, day of October, 2024.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

ATTEST:

Jaime W. Carr
Clerk to the Board

CITIZEN PARTICIPATION PLAN

This plan describes how Duplin County will involve citizens in the planning, implementation and assessment of the Community Development Block Grant (CDBG) program. The funds must be used for projects which benefit low and moderate-income persons and aids in the elimination and prevention of slums and blight. The program is intended to assist governments in understanding neighborhood improvement programs. The regulations give ultimate responsibility for the design and implementation of the program to local elected officials and require that citizens be given an opportunity to serve in a key advisory role to these elected officials.

SCOPE OF CITIZEN PARTICIPATION

Citizens will be involved in all stages of the CDBG program, including program implementation, assessment of performance and design of changes in the Citizen Participation Plan. There will be three (3) general mechanisms for their involvement:

1. To serve as an advisory committee to the project;
2. To attend or hold public hearings or community meetings; and
3. To provide individual citizen efforts in the form of comments, complaints or inquiries submitted directly to the Program Administrators or designated County official.

PROGRAM IMPLEMENTATION

Citizen participation in program implementation will occur primarily through consultation with the County. The County will be asked to review and comment on specific guidelines for approved projects. They will also meet to review any program amendments, budget revisions and program modifications. All such changes will be discussed with the County and their comments considered prior to taking action. If program amendments require approval from the North Carolina Department of Commerce, a public hearing shall be held specifically on the amendment. Citizens may also be involved in implementation of projects specifically requiring citizen participation, such as self-help projects. Their roles will be defined as the project develops. Technical assistance will be available as needed.

PROGRAM ASSESSMENT

As a part of the orientation to the program offered at the public hearing, citizens will be invited to submit comments on all aspects of program performance through the program year. Comments should be submitted in writing to the County Manager. He or she will respond in writing within ten (10) days. If the response is unsatisfactory, the complainant should write directly to the Mayor. He or she shall respond within ten (10) days.

If the citizen is still dissatisfied, he/she should write to the NC Department of Commerce, Rural Economic Development Division/State CDBG Program, 4346 Mail Service Center, Raleigh, NC 27699-4346, Attention: Citizen Participation Matter. Program staff will also be available during normal business hours to respond to any citizen inquiries or complaints at 919-814-4663

VIRTUAL HEARINGS

During a declaration of a state of emergency by the Governor or General Assembly, and if a local unit of general government is concerned about significant public health risks that may result from holding an in-person public hearings, the local unit of general government may undertake a virtual public hearing (alone, or in concert with an in-person hearing) if:

- It allows questions in real time, with answers coming directly from the elected representatives to all “attendees.” Therefore, members of the public must be entitled to participate and address the governing body during any telephonic or video-conference meeting.
- The governing body must post a written notice that gives the public a way to participate remotely, such as a toll-free dial-in number, and that includes an electronic copy of any agenda packet that officials will consider at the meeting.
- As with an in-person hearing, the grantee must select a virtual hearing method or platform that provides accessibility for persons with disabilities and limited English proficiency (LEP) to the greatest extent possible. These accommodations must be free to these populations.
- A governing body must provide the public with access to a recording of any telephonic or videoconference meeting.
- The local unit of government must document its efforts and the reason for them.
- Additional specific communication requirements and requirements for conducting remote meetings can be found in Article 1A of Chapter 166A and Article 33C of Chapter 143 of the General Statutes.

TECHNICAL ASSISTANCE

Technical Assistance will be provided to citizen organizations and groups of low/moderate income persons or target area residents upon request to Duplin County. Such assistance will support citizen efforts to develop proposals, define policy and organize for the implementation of the program. It is expected that such assistance will be provided directly to the Town in response to their request. Assistance could be provided in the form of local presentations, informational handouts, research of a specific issue, or other short-term efforts.

PUBLIC INFORMATION

Duplin County will also undertake public information efforts to promote citizen participation. These efforts will include the following:

1. Public Notice of all Public Hearings will be published in the non-legal section of the local newspaper at least ten (10) days before the scheduled hearing. These notices will indicate the date, time, location and topics to be considered.
2. Orientation Information will be provided at the first public hearing. The Program Administrator(s) will make a presentation which covers: (a) the total amount of CDBG funds available and the competitive basis for award; (b) the range of eligible activities; (c) the planning process and the schedule of meetings and hearings; (d) the role of citizens in the program and (e) a summary of other program requirements, such as the environmental policies, fair housing provisions and contracting procedures.
3. A Public File containing program documentation will be available for review at the County Office during normal business hours. Included will be copies of the Application, Environmental Review Record, the Citizen Participation Plan and the Annual Performance Report. Other program documents are also available for citizen review on request at the County Office consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality.
4. Public Hearings an interpreter will be provided for all non-English speaking individuals and/or deaf individuals.

ADOPTED, this the 7th, day of October, 2024.

Dexter B. Edwards
Chairman
Duplin County

Attest: Jaime W. Carr
Clerk to the Board
Duplin County

COUNTY OF DUPLIN
HOUSING SELECTION COMMITTEE
BYLAWS

I. Purpose

The purpose of the Duplin County Housing Selection Committee is to make recommendations to the County on the following:

- a. Recommend which residents are in need of housing assistance.
- b. To review housing grant applications and housing needs.
- c. To make recommendations concerning the items that require citizen input in the grant applications such as which citizens should receive housing assistance, what if any interest should be paid by citizens who receive housing funds and the types of assistance that will be provided.

II. Membership

The Selection Committee membership shall consist of 3 members. Members will be appointed by the manager and shall serve for a term of two years.

III. Officers

Chairman: The Chairman will be elected by the members of the Housing Committee. The Chairman shall decide all points of order and procedure, subject to these bylaws, unless otherwise directed by a majority of the Committee in session at the time. The Chairman shall vote on all matters before the Committee and shall have no extraordinary voting powers in the case of a tie vote.

The Chairman shall preside at all meetings and shall appoint the Chairman of all subcommittees. The Chairman shall be responsible for establishing the agendas for all meetings.

Upon resignation of the Chairman, the Committee shall elect a new Chairman within 90 days to complete the existing term of office.

Vice-Chairman: A Vice-Chairman shall be elected by the Committee from among its members in the same manner as the Chairman and shall be eligible for re-election. He/she shall serve as acting Chairman in the absence of the Chairman, and at such time he/she shall have the same powers and duties as the Chairman.

IV. Attendance at Meetings

Should a Committee member fail to attend three (3) consecutive regularly scheduled meetings, the Chairman shall contact the member to determine their interest in continuing to serve on the Committee. Should there be no reasonable excuse for such

absences, the Chairman, with the concurrence of the Committee present at a regular meeting, may recommend to the Board of Commissioners that a vacancy be declared and that the vacant position be filled.

V. Voting: All members of the Committee shall vote on every issue that requires this procedure except that a member of the Committee shall be excused from voting on matters involving direct personal or financial interest. In the event that Committee member abstains from voting for reasons other than direct personal or financial interest, the abstention shall be ruled by the Chairman as an affirmative vote. A tie vote of those present shall cause the motion to fail.

VI. Meetings

A. Regular Meetings: Regular meetings of the Committee shall be held on a date and time which shall be approved by the majority of the members.

B. Special Meetings: Special meetings of the Housing Committee shall be held at a time and place designated by the officer calling the same and shall be called by the Chairman or Vice-Chairman. Notice thereof shall be given to all members not less than forty-eight hours in advance.

C. Cancellation of Meetings: Whenever there is no business for the Committee, the Chairman may dispense with a regular meeting by giving notice to all the members not less than seventy-two hours in advance.

D. Quorum: A quorum shall consist of a majority of the Committee membership.

E. Conduct of Meetings: Committee meetings and its subcommittees shall be governed by Robert's Rules of Order.

AMENDMENTS

These bylaws may be amended at any time by an affirmative vote of a majority of the members of the Committee. The proposed amendment must have been presented in written form to the Committee members at least seven (7) working days prior to the date of the meeting at which such action is to be taken.

ADOPTED BY THE DUPLIN COUNTY COMMISSIONERS:

Dexter B. Edwards, Chair

Date

APPLICATION SUMMARY – 2024 CDBG Neighborhood Revitalization Program

1. Applicant's name		Duplin County	2. Date	
a. Mailing Address		224 Seminary St.	<input type="checkbox"/> Original dated: 10/23/2024 <input type="checkbox"/> Amendment dated: ___ / ___ / ___	
b. City and Zip Code		Kenansville, NC 28349		
c. County		Duplin		
d. Contact Person		Bryan Miller		
e. Telephone Number		910-296-2100		
f. Fax Number				
g. e-mail address		bryan.miller@duplincountync.com		
h. UEI Number		KZN4GK5262K3		
3. Preparer's Name		L. Ben Jones	c. Telephone Number	
a. Firm's Name		The Adams Company, Inc.	910-293-2770	
b. Mailing Address		708 Abner Phillips Rd	f. Fax Number	
c. City and Zip Code		Warsaw, NC 28398		
d. e-mail address		adamsco.ben@gmail.com		
4. Developer's Name			c. Telephone Number	
a. Mailing Address			a. Fax Number	
b. City and Zip Code				
5. Development Name				
a. Street Address				
b. City and Zip Code				
c. Ownership Entity				
6. Program Category	7. Project Number	8. Project Name	9. CDBG Funds Requested	
C	1	2024 Duplin County CDBG NR	\$950,000.00	
Rural Community Development Only	1		\$	
10. Certification by the Chief Elected Official				
a) I certify that to the best of my knowledge and belief: <ol style="list-style-type: none"> 1. Data in this application is true and correct, 2. Opportunities have been provided for citizen participation and access to information concerning the proposed activities, 3. This document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached certifications and state standards if the assistance is approved. 				
b) I acknowledge that, if funded, this application is part of the Grant Agreement.				
a. Typed Name and e-mail Address of Chief Elected Official ➤		Dexter B. Edwards		
b. Typed Title ➤		Chair		
c. Signature ➤				
d. Typed Date ➤		October 23, 2024		
Date Received:		For REDD Use Only		Application Number:



FEDERAL REQUIREMENTS AND CERTIFICATIONS

The applicant hereby assures and certifies that:

- a) It will comply with all applicable federal and state laws, regulations, rules and Executive Orders.
- b) It possesses legal authority to apply for the grant, and to execute the proposed program.
- c) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the identified as the official representative of the applicant to act about the application and to provide such additional information as may be required.
- d) It is following a detailed, written citizen participation plan which will provide opportunities for citizen participation, hearings, and access to information with respect to its community development program that are comparable to those required of grantees under Section 104(a) of the Act and in accordance with Rule .1002 of the North Carolina Community Development Block Grant Administrative Rules.
- e) Its chief elected official or other officer of the applicant if assistance is approved by Rural Economic Development Division:
 - 1) Consents to assume the status of the "responsible Federal Official" as that term is used in Section 102 of the National Environmental Policy Act (NEPA), Section 104(f) of Title 1 of the Housing and Community Development Act of 1974, as amended, and other provisions of Federal law, as specified in 24 CFR 58.5 which further the purposes of NEPA.
 - 2) Is authorized and consents on behalf of the applicant and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.
 - 3) Consents to review and comment on all Environmental Impact Statements prepared for Federal projects which may have an impact on the applicant's/recipient's community development program.
 - 4) Consents to perform all coordination functions required under 24 CFR Part 58 and 40 CFR Parts 1500-1508.
- f) The **NC Neighborhood Program** has been developed to give maximum feasible priority to activities which will benefit low and moderate-income families or aid in the prevention or elimination of slums and blight. The requirement for this certification will not preclude Commerce from approving an application where the applicant certifies, and Commerce determines, that all or part of the **NC Neighborhood Program** activities are designed to meet other community development needs having urgency as specifically explained in the application in accordance with Section .0800 of 4 NCAC 19L of the North Carolina Administrative Code.
- g) Its program will be conducted and administered in conformity with Public Law 88-352 and Public Law 90-284, and that it will affirmatively further fair housing.
- h) It will comply with all provisions of 4 NCAC 19L of the North Carolina Administrative Code, entitled North Carolina Community Development Block Grant Program.

- i) It will give Commerce, HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers or documents related to the grant.
- j) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- k) It will follow a residential anti-displacement and relocation assistance plan that is in accordance with the provisions of Section 104(d) and all other provisions of the Act.
- l) It will not attempt to recover any capital costs of public improvements assisted in whole or part under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged to assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the grantee certifies to the Secretary or such State, as the case may be, that it lacks sufficient funds received under Section 106 to comply with requirements of clause (i).
- m) It has or will develop a plan that identifies community development and housing needs, including the needs of low and moderate-income persons, and the activities to be undertaken to meet such needs.
- n) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 35.
- o) When issuing statements, press releases, request for proposals, bid solicitation and other documents describing the above-mentioned program such as the environmental review, public hearings, fair housing notices, etc., it shall clearly state:
 - 1) The percentage of the total cost of the project which will be financed with CDBG money, and
 - 2) the dollar amount of CDBG funds for the project.
- p)
 - 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
- q) It has adopted and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations and has adopted and is enforcing a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act).
- r) All project areas are either not in a floodplain, or if the project area is in a floodplain, the applicant participates in the flood insurance program. All properties assisted in the project will be covered for flood insurance prior to beginning construction, and all public facilities will be constructed to comply with applicable floodplain regulations.

CERTIFICATION OF ABILITY

The County of Duplin hereby certifies its ability to meet Federal Performance and Procurement Requirements with Certification as further expanded in the preceding attachments.

Name of Chief Elected

Official

Dexter B. Edwards

Title

Chair

Signature

Date

October 23, 2024

DISCLOSURE REPORT

- 1. Applicant/Recipient Name, Address, and Phone:
- 2. **Check One:** Initial Report Update Report
- 3. **Social Security Number or Employer ID Number:** 566000296
- 4. **Project Name and Location:** 2024 Duplin County CDBG-NR
- 5. **Total Amount requested/received** (including anticipated program income):
\$ 950,000

- 6. **Other government assistance.** (Check One):
 No other government assistance is, or is expected to be, provided for this project
 All other government assistance provided for this project is listed on the table below/attached page(s).

(Note: Disclosures must be complete and accurate but, need to be made only once for this report. If assistance is reported in the Sources and Uses disclosure section, then it need not also be reported here. If there is assistance reportable here, but reported only in the Sources and Uses disclosure, (check here):

Assistance is disclosed in Sources and Uses Attachments

Agency Name and Address	Program and Type of Assistance	Amount Requested/Received

- 7. **Interested Parties.** (Check One):
 No parties have a reportable financial interest in this project. Interested parties include developers, contractors, consultants, individuals, entities including units of government with a financial interest greater than \$50,000 or 10 percent of the assistance (whichever is lower; being a party to a contract procured under Federal procurement regulations at 2 CFR Part 200 does not, by itself, constitute a reportable financial interest).
 All parties with a reportable financial interest are listed on table below/attached page(s).

Name and Address	Type of Participation	Interest (\$ and %)

8. All expected sources of funds available or expected to be available for the project or activity and all reportable uses of funds are included in the application for funds and on the following forms (check all that apply):

- CDBG **PROJECT BUDGET**
- CDBG **LOCAL COMMITMENT FORM**
- Other Attachment(s). Describe: _____

9. **Certification:**

I hereby certify that all information in this report and its attachments is true and complete.

Signature

October 23, 2024

Date

STATE CDBG PROGRAM REGULATIONS

Citizen Participation

If funded, the grantee will have documentation on file of compliance with citizen participation requirements in the application process 4 NCAC 19L. 1002 (b): publisher's affidavits of notices and minutes signed by the town or county clerk of the two required public hearings.

Project Administration

- The grantee is responsible for CDBG oversight. If funded, the grantee will supervise the implementation of the project as follows:
- The local government manager reviews and signs off on all project reports.
- The project administrator or local government staff will present and give at least quarterly written status reports to the elected board. A signed copy of the quarterly report must be submitted to the grant representative for review.
- At least two persons from the local government listed on the signatory cards will review and sign off on invoices and requests for payment.
- Maintain all project files at the local government offices and make them available to citizens during regular business hours.

Audits/Compliance

CDBG grantees expending \$25,000 or more in a fiscal year are required to have funds audited for the CDBG program. CDBG funds can be used to pay for the CDBG portion of the audit provided the grantee has expended \$500,000 or more in the fiscal year in total federal awards (CDBG and other federal funds). If the grantee has expended less than \$500,000 in total federal awards, the grantee may budget local funds in the administrative line item in the CDBG application to pay for the CDBG portion of the audit and claim the local administrative funds as local commitment.

Housing

- ❑ **Substantial Rehabilitation:** Any rehabilitation cost above \$72,000 per unit or \$70 per square foot which would include the Lead Based Paint cost and any other additional funds is considered substantial rehabilitation and requires the prior approval of REDD.
- ❑ **Manufactured Homes Policy:** Manufactured homes rehabilitated with CDBG funds must be converted into real property (per G.S. 105-273 paragraph 13) that is owned and occupied by the homeowner prior to any rehabilitation.

The CDBG assistance must be secured by a Note and Deed of Trust at the time of rehabilitation. The maximum amount that may be spent rehabilitating a manufactured home is \$20,000. No CDBG funds may be spent to rehabilitate any manufactured home built prior to 1978.

In addition, the grantee will adhere to the following:

1. Adopt a financial design for rehabilitation that meets the minimum REDD criteria. The financial design must be submitted to REDD for review.

2. Prior to rehabilitating a house with a pit privy/outhouse or no wastewater disposal system, if public sewer is unavailable, contact the local health department for a determination whether the property can be permitted for an on-site wastewater system. If not, the family should be relocated.
3. Clear titles as required in the application.
4. Work with the State Health Hazard Control Unit and local government departments to comply with federal and state lead-based paint requirements. In addition, ensure rehabilitation design will address lead-based paint hazards.
5. Voluntary withdrawal from the program, document with evidence on file.
6. Establish and implement a home maintenance program to instruct occupants of rehabilitated houses, including (1) maintenance of any on-site wastewater systems and/or wells or (2) maintenance of newly installed indoor plumbing.
7. Install water saving devices in houses with on-site septic tanks. If facets need to be replaced install a water saving device. See Bulletin 02-5, Low Flow Plumbing Fixtures
8. If undertaking voluntary clearance, document with evidence on file that property owners are aware of and agree to voluntary clearance.
9. If undertaking rehabilitation, acquisition and/or clearance of dwellings, comply with state notification, certification and disposal requirements for asbestos.
10. If acquiring property with a dwelling, maintain a plan for residential reuse of the residential property.
11. If undertaking temporary or permanent relocation, budget adequate funds based on the costs of housing in the area.
12. If abandoning outhouses or septic tanks, budget adequate funds to cover related costs in accordance with state and local health department regulations.
13. Establish a written recipient referral procedure to address non-CDBG needs (i.e. social services, credit counseling, employment etc.)
14. Low and moderate beneficiaries may not be charged for tap fees or assessments for water or sewer improvements.
15. All items rehabilitated, if required under the building code, must be permitted and inspected.
16. Procurement and bid request for rehabilitation should include a section that describes the estimated man hours expended on the project. It should include both administration and labor.

DISCLOSURE OF CIVIL RIGHTS COMPLAINTS/LAWSUITS

The County of Duplin hereby assures and certifies that there are no open, unresolved or pending Civil Rights Lawsuits against the participating local governments in this Neighborhood Revitalization Program **(NC Neighborhood)**.

Name of Chief Elected Official	<u>Dexter B. Edwards</u>
Title	<u>Chair</u>
Signature	<u></u>
Date	<u>October 23, 2024</u>

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited on page 67. Applicants should also review the instructions for certification included in the regulations before completing this form, signature on this form provides for compliance with certification requirements implementing Federal Executive Order 12549 and guidance issued in the *Federal Register*, Volume 70, No. 168, pages 51863 through 51880 for "Government wide Debarment and Suspension (Non-procurement)." The certification shall be treated as a material representation of fact upon which reliance will be placed when the Rural Economic Development Division determines to award the covered transaction, grant or cooperative agreement. As required by Executive Order 12549, Debarment and Suspension, for prospective participants in primary covered transactions:

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

Name of Applicant/Grantee Duplin County	Grant Number and Project Name 2024 Duplin County CDBG-NR
Printed Name and Title of Authorized Representative Dexter B. Edwards, Chair	
Signature	Date October 23, 2024

FLOOD PLAIN CERTIFICATION

COUNTY OF DUPLIN

2024 CDBG-NR PROJECT

This certification is made with direct regards to the 2024 Community Development Block Grant Neighborhood Revitalization project. It hereby certifies that this project does not contain activities that will be in the 100-year flood plain. Duplin County participates in the national flood insurance program, and if any properties are later amended into the program and found to be located in the flood plain, then they will be covered for flood insurance prior to beginning construction on the property.

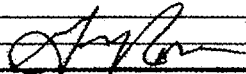
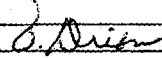
Dexter B. Edwards, Chair

October 23, 2024

Date

Cw 4-10-24
H 09/10/24

TOWN OF ROSE HILL
TAX REQUEST
RELEASE DATE SEPTEMBER 16, 2024

NAME	TOWNSHIP	TOWN	TAX YEAR	ACCOUNT NUMBER	TOWN TAX	LATE LIST PENALTY	TOTAL RELEASE	REASON FOR RELEASE
REGISTER, EDWIN L JR & CATHERING	11	T-77	2024	7252825	\$ 1,170.00	\$ -	\$ 1,170.00	HOUSE WAS BILLED INCORRECTLY
							\$ -	
GRAND TOTAL					\$ 1,170.00	\$ -	\$ 1,170.00	
SUBMITTED BY: 						DATE APPROVED: 9-10-24 		

LL 8-13-24
 CW 8-13-24

TOWN OF ROSE HILL
 TAX REQUEST
 RELEASE DATE AUGUST 19, 2024

NAME	TOWNSHIP	TOWN	TAX YEAR	ACCOUNT NUMBER	TOWN TAX	LATE LIST PENALTY	TOTAL RELEASE	REASON FOR RELEASE
CASTEEN, JOEDY	11	T-77	2024	1724110	\$ 32.63	\$ 3.26	\$ 35.89	PROPERTY NOT IN TOWN
D & D INVESTMENTS OF ROSE HILL, INC	11	T-77	2024	2107780	\$ 71.25	\$ -	\$ 71.25	AFTERLISTED TWICE IN ERROR
D & D INVESTMENTS OF ROSE HILL, INC	11	T-77	2023	2107780	\$ 71.25	\$ -	\$ 71.25	AFTERLISTED TWICE IN ERROR
D & D INVESTMENTS OF ROSE HILL, INC	11	T-77	2022	2107780	\$ 71.25	\$ -	\$ 71.25	AFTERLISTED TWICE IN ERROR
D & D INVESTMENTS OF ROSE HILL, INC	11	T-77	2021	2107780	\$ 71.25	\$ -	\$ 71.25	AFTERLISTED TWICE IN ERROR
GRAND TOTAL					\$ 317.63	\$ 3.26	\$ 320.89	
SUBMITTED BY: <i>AWC</i>						DATE APPROVED: <i>9-10-24</i> <i>J. Dico</i>		

08-13-24

TOWN OF WARSAW
TAX REQUEST
RELEASE DATE AUGUST 31, 2024

ADDR	TOWNSHIP	TOWN	TAX YEAR	ACCOUNT NUMBER	TOWN TAX	LATEST PENALTY	TOTAL RELEASE	REASON FOR RELEASE
MILLER, KAY MOBLEY	01	T-73	2024	\$949835	\$ 11.21	\$ 1.12	\$ 12.33	PROPERTY NOT IN TOWN
MILLER, LARY JOSEPH, BETTY ANN & ULYSSES	01	T-73	2024	\$949825	\$ 152.76	\$ -	\$ 152.76	LAND VALUE WAS WRONG
QUALITY OIL COMPANY, LLC	01	T-73	2024	7091275	\$ 1,425.00	\$ -	\$ 1,425.00	PARCEL SHOULD HAVE BEEN TRANSFERRED FOR 2024
GRAND TOTAL					\$ 1,588.97	\$ 1.12	\$ 1,590.09	
SUBMITTED BY: <i>[Signature]</i>						DATE APPROVED: 9-4-24 <i>[Signature]</i>		

11-Sep-2024 19:04 9102937701
 4-RMG-SEP-11-2024 5:26PM:1316256431
 from: Daphin County Rec: 2024083001
 To: 910-283-7000@dmk.com Fax: (909) 283-7792

9102937701
 FRM No. 2600 P. 2 P. 2
 Page 2 of 2 DATE: 2024 SEP 11 PM



THE CULTIVATOR

A Review of August 2024

DUPLIN COUNTY CENTER

Duplin County Center
165C Agriculture Drive
Kenansville, NC 28349

Website: <https://duplin.ces.ncsu.edu>

Duplin County Center-NCCE Facebook: <https://go.ncsu.edu/zgyvr9a>

4-H Facebook: <https://go.ncsu.edu/om3spc0>

Phone: 910.296.2143

Fax: 910.296.2191

Amanda Hatcher
County Extension
Director, Livestock

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

Wanda Hargrove
Support Specialist:
Agriculture, Livestock,
Facilities Coordinator

Jessica Hall
Livestock and Forages

Della King
Agriculture, Field Crops

Tom Hroza
Horticulture

Rachel Ezzell
Family and Consumer
Science

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

Bridget Huffman
4-H Youth Development

Charmae Kendall
4-H Program Assistant,
Youth
Agriculture/Livestock

Jasmine Williams
4-H Prevention
Coordinator

Notes from the Director..... Amanda Hatcher

- Attended State Extension Director update, NC A&T update
- Conducted staff meetings and updates
- Attended county department head meeting
- Communicated with farmers, county staff, and extension staff regarding Tropical Storm Debby
- Attended James Sprunt Community College advisory meeting via zoom
- Secured 4-H Shooting Sports supplies and prepared for tournaments
- Picked up luggage for 4-H campers at the Eastern 4-H Center in Columbia
- Met with council member

Livestock..... Amanda Hatcher, Livestock and Forage

- Assisted 31 farmers in nutrient management, 6 farmers in crop management, and 7 farmers in farm management
- Attended animal waste management tour
- Participated in Slick Text training to set up a more efficient way to communicate with mass groups using text
- Conducted Transport Quality Assurance training for 3 local producers
- Conducted animal waste continuing education class for 2 hours of credit with 49 people attending
- Face-to-face contacts: 1,374, Non face-to-face contacts: 152

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

- Attended the SED4HHC meeting
- Attended James Sprunt Animal Science Advisory board meeting, and Duplin Agribusiness Fair planning meetings
- Assisted with 4-H Lamb practice
- Conducted Livestock facility maintenance
- Provided technical assistance with rations, pasture management, etc.
- Attended Dairy project planning meetings
- Assisted with PQA/TQA classes
- Face-to-face contacts: 168, Non face-to-face contacts: 7,615



**Britt Building
Monthly
Usage**

**August
Total number
of events:
38**

**Total attendance
for the events:
1,828**

**Public events:
35**

**Private events:
3**

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

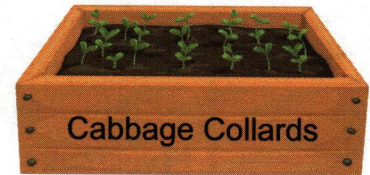
Field Crops..... Della King, Field Crop Agent

- Assisted Growers as needed with Farm/Field Visits
- Continued to monitor the Blacklight Insect Traps for flights of different moth and stink bug species that have a negative effect on crops such as Cotton, Corn, and Soybeans. These insect counts are placed in the NCSU Light Trap Data <https://www.ces.ncsu.edu/trap-data/> where growers and industry can monitor for fluctuations across the state to know when to scout individual fields to determine if treatment is warranted. Throughout the month, many field visits were made due to Crop Issues.
- Assisted 4-H with the Lamb Project
- Attended Extension All Zoom - Interim Director discussion, Dekalb/Asgrow Corn/Soybean Field Day, Special Called NCACAA Board Meeting, Dr. Richard T. Liles Leadership Seminar Series | Building the Vision for Transformational Change with Dr. Owen, Soybean OFT Zoom, Monthly Extension Water Resources Ag Drainage and Irrigation Team Zoom, Grains Agronomic Program Team Zoom, Science Communication in Extension Webinar Series, Slick Text Training, Soybean Regional Schools Planning Zoom, Labor Management Webinar: Understanding the AEW and How the AEW is Calculated
- Assisted Walter in advertising the New Commodity Fumigation Requirements for Grain Elevators
- Attended NC State Coastal Plain Sesame Field Day
- Face-to-face contacts: 38, Non face-to-face contacts: 142



Horticulture..... Tom Hroza, Horticulture

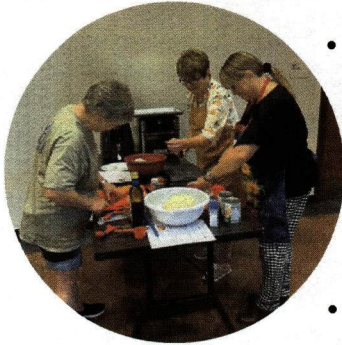
- Sent out information regarding fall gardens. It is still time to get that fall garden started. I have seen broccoli, cabbage, collards, brussel sprouts, spinach, etc. plants at local stores. Plant a few plants every 2 weeks and plan on eating out of the garden more. I know it takes a little extra planning and work but it can save you some money and provide some exercise.
- Addressed pecans' health with growers. Pecan are everywhere but they need some water to fill out. We will need 1-2" per week thru October First.
- Scheduled Bee Club meetings for the 2nd Thursday of the month
- Scheduled Friends Of Horticulture meetings for the 3rd Thursday of the month.
- Attended turf trainings. Turf-grass field day was in Raleigh and the newest Zoysias grasses were shown off with the new release of "LOBO" . It will be available to the public next year. It requires less water and can be cut with a rotary mower.
- Discussed the aftereffects of Hurricane Debby with the 12 inches of rain throwing off our regular production schedules. Have patience and you will be rewarded.
- Attended two day training session on Weeds and Diseases.
- Face-to-face contacts: 60, Non face-to-face contacts: 1,267



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

- Attended SlickText training.
- Met with agent in Bladen County to share experiences offering a strength training program with seniors & program plan for the fall.

- Partnered with Senior Services to offer Introduction to the Mediterranean Diet with each of the senior centers. Extension Master Food Volunteer Emma Carr assisted with a food demo of black bean salsa at each site. (Picture right)
- Met with nonprofit in Wallace to discuss opportunities to offer nutrition education and food demonstrations at their site.
- Began graduate level course focused on nutrition for older adults that parallels our work with adult and senior populations throughout the county.



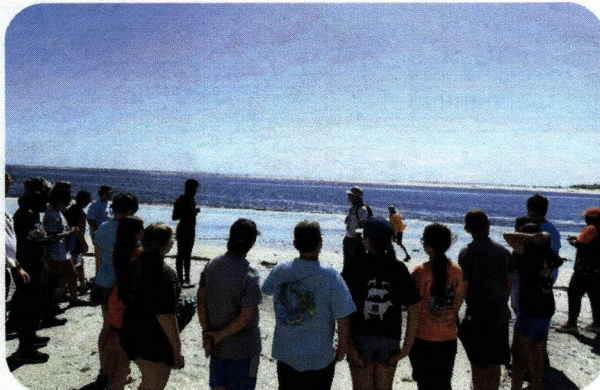
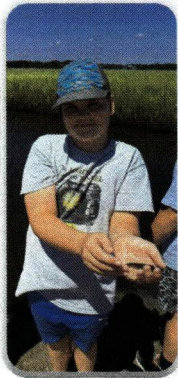
- Prepared for Med Instead of Med six week series and hosted Session 1 at our office. Each session includes a lecture type presentation followed by hands on cooking time in the kitchen related to the topic of the week. Met with state level program team members who have partnered with senior living communities to offer community gardens to hear about their experience to drive partnership with senior services.
- Face-to-face contacts: 84, Non face-to-face contacts: 521

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

- Assisted several growers with pesticide license questions and renewal classes.
- Assisted several growers with pesticide exam registration.
- Attended a zoom meeting with the NC A&T plant pathologist and set up a date for farm visits.
- Scheduled the Duplin County pesticide recertification class and listed it on the county website
- Face-to-face contacts: 12, Non face-to-face contacts: 50



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



- Facilitated The Island & Sound Exploration summer workshop at Carolina Beach. Other counties joined us as well on this fun day. The day consisted of a boat excursion to explore a barrier island and salt marsh which includes catching crabs & squid dissection. (Picture above)
- Attended the annual NCAE4-HYDP Annual Conference in Concord. Business meetings, committee meetings, workshops, and an awards banquet were held during the 3 day conference. During the awards banquet, Received the Meritorious Service Award and will be recognized at the NAE4-HYDP Annual Conference for our state in October in Boise, Idaho. (Picture right)





- Attended lots of zooms and meetings regarding the Eastern Region 4-H Shooting Sports Tournament at the Eastern 4-H Center. Twenty-six 4-H'ers from Duplin County competed that day and 20 will be advancing to state competition on September 14th in Ellerbe, NC. (Picture above)
- Planned 4-H fall and winter programming, Duplin County 4-H also started preparing with clubs and for after school programs for the Duplin Agribusiness Fair.
- Attended county staff updates. 4-H updates and trainings, reports, and State Extension updates.
- Face-to-face contacts: 380, Non face-to-face contacts: 5,230

Charmae Kendall, 4-H Agriculture/Livestock Program Assistant



- Continued 4-H Lamb Project Practices on Monday and Thursdays
- Took Livestock Judging and Skillathon Teams to NC State to compete in the state contest and Quiz Bowl tournament (Picture right)
- Assisted at the Lenoir Livestock Show
- Assisted youth with livestock project from their homes
- Facilitated Bug Program at Chinquapin Summer School
- Assisted 4-H with Island Exploration Summer Workshop
- Prepared for Pig, Goat, Lamb, and Heifer shows with the Duplin County Fair
- Face-to-face contacts: 557, Non face-to-face contacts: 5,564



Jasmine Williams, 4-H Prevention Coordinator

- Continued monthly merchant education activities for Duplin counties

September 2024 Garage Breakdown

AIRPORT EQUIPMENT				ANIMAL CONTROL			COLLECTIONS		
Maintenance Type	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors			0.00			0.00	37.99	25.94	63.93
Def Refuel	32.78		32.78			0.00	184.58		184.58
Diesel Truck Service			0.00			0.00			0.00
Diesel Equipment Service			0.00			0.00			0.00
Garage Road Call			0.00			0.00			0.00
General Repair			0.00	138.99		138.99	258.23	64.84	323.07
Oil Change/Service			0.00	143.85		143.85	30.99	38.91	69.90
Outside Repairs			0.00			0.00			0.00
Alignment Only			0.00			0.00			0.00
P.M. Maintenance			0.00			0.00			0.00
State Inspection			0.00	0.85		0.85			0.00
Tire Change			0.00	247.28		247.28	1545.52	64.85	1610.37
Tire Repair			0.00			0.00			0.00
Wrecker Call			0.00			0.00			0.00
Strip Vehicle			0.00			0.00			0.00
Totals	32.78	0.00	32.78	530.97	0.00	530.97	2057.31	194.54	2251.85

COLLECTIONS EQUIPMENT				COMMUNICATIONS			EMERGENCY MANAGEMENT		
Maintenance Type	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors			0.00			0.00			0.00
Def Refuel	10.36		10.36			0.00			0.00
Diesel Truck Service			0.00			0.00			0.00
Diesel Equipment Service			0.00			0.00			0.00
Garage Road Call			0.00			0.00			0.00
General Repair	2617.73	51.86	2669.59	53.51		53.51	16.47		16.47
Oil Change/Service			0.00	29.91		29.91	67.60		67.60
Outside Repairs			0.00			0.00	250.00		250.00
Alignment Only			0.00			0.00			0.00
P.M. Maintenance			0.00			0.00			0.00
State Inspection			0.00			0.00			0.00
Tire Change			0.00			0.00			0.00
Tire Repair			0.00			0.00			0.00
Wrecker Call			0.00			0.00			0.00
Strip Vehicle			0.00			0.00			0.00
Totals	2628.09	51.86	2679.95	83.42	0.00	83.42	334.07	0.00	334.07

EMS				ENVIROMENTAL HEALTH			FIRE MARSHALL		
Maintenance Type	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors	488.10		488.10			0.00			0.00
Def Refuel	41.40		41.40			0.00			0.00
Diesel Truck Service			0.00			0.00			0.00
Diesel Equipment Service			0.00			0.00			0.00
Garage Road Call			0.00			0.00			0.00
General Repair	1270.12		1270.12	37.34		37.34			0.00
Oil Change/Service	248.88		248.88	113.03		113.03	34.31		34.31
Outside Repairs	550.00		550.00			0.00			0.00
Alignment Only			0.00			0.00			0.00
P.M. Maintenance			0.00			0.00			0.00
State Inspection			0.00			0.00			0.00
Tire Change	1048.30		1048.30			0.00			0.00
Tire Repair			0.00			0.00			0.00
Wrecker Call			0.00			0.00			0.00
Strip Vehicle			0.00			0.00			0.00
Totals	3646.80	0.00	3646.80	150.37	0.00	150.37	34.31	0.00	34.31

GARAGE				HEALTH			HOUSEKEEPING		
Maintenance Type	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors			0.00			0.00			0.00
Def Refuel			0.00			0.00			0.00
Diesel Truck Service			0.00			0.00			0.00
Diesel Equipment Service			0.00			0.00			0.00
Garage Road Call			0.00			0.00			0.00
General Repair			0.00	216.13		216.13			0.00
Oil Change/Service	33.80		33.80	65.20		65.20	29.91		29.91
Outside Repairs			0.00			0.00			0.00
Alignment Only			0.00			0.00			0.00
P.M. Maintenance			0.00			0.00			0.00
State Inspection			0.00			0.00			0.00
Tire Change			0.00			0.00	124.07		124.07
Tire Repair			0.00			0.00			0.00
Wrecker Call			0.00			0.00			0.00
Strip Vehicle			0.00			0.00			0.00
Totals	33.80	0.00	33.80	281.33	0.00	281.33	153.98	0.00	153.98

MAINTENANCE				PARK/RECREATION			SERVICES FOR THE AGE		
Maintenance Type	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors			0.00			0.00			0.00
Def Refuel			0.00			0.00			0.00
Diesel Truck Service			0.00			0.00			0.00
Diesel Equipment Service			0.00			0.00			0.00
Garage Road Call			0.00			0.00			0.00
General Repair	169.82		169.82	55.98		55.98			0.00
Oil Change/Service	29.91		29.91	56.39		56.39	22.13		22.13
Outside Repairs			0.00			0.00			0.00
Alignment Only			0.00			0.00			0.00
P.M. Maintenance			0.00			0.00			0.00
State Inspection			0.00	0.85		0.85			0.00
Tire Change			0.00	230.00		230.00			0.00
Tire Repair			0.00			0.00			0.00
Wrecker Call			0.00			0.00			0.00
Strip Vehicle			0.00			0.00			0.00
Totals	199.73	0.00	199.73	343.22	0.00	343.22	22.13	0.00	22.13
SHERIFF				SHERIFF EQUIPMENT			SHERIFF JAIL		
Maintenance Type	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors	495.11		495.11			0.00			0.00
Def Refuel			0.00			0.00			0.00
Diesel Truck Service			0.00			0.00			0.00
Diesel Equipment Service			0.00			0.00			0.00
Garage Road Call	153.45		153.45			0.00			0.00
General Repair	518.57		518.57	179.90		179.90			0.00
Oil Change/Service	384.13		384.13			0.00			0.00
Outside Repairs			0.00			0.00			0.00
Alignment Only			0.00			0.00			0.00
P.M. Maintenance			0.00			0.00			0.00
State Inspection	0.85		0.85			0.00			0.00
Tire Change	1866.56		1866.56			0.00	484.00		484.00
Tire Repair			0.00			0.00			0.00
Wrecker Call			0.00			0.00			0.00
Strip Vehicle			0.00			0.00			0.00
Totals	3418.67	0.00	3418.67	179.90	0.00	179.90	484.00	0.00	484.00

SHERIFF RESOURCE				SOCIAL SERVICES			SOLID WASTE DISPOSAL		
Maintenance Type	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors			0.00			0.00			0.00
Def Refuel			0.00			0.00	619.31		619.31
Diesel Truck Service			0.00			0.00			0.00
Diesel Equipment Service			0.00			0.00			0.00
Garage Road Call			0.00			0.00			0.00
General Repair			0.00			0.00	3758.01	816.85	4574.86
Oil Change/Service	33.80		33.80	26.02		26.02			0.00
Outside Repairs			0.00			0.00			0.00
Alignment Only			0.00			0.00			0.00
P.M. Maintenance			0.00			0.00			0.00
State Inspection			0.00			0.00			0.00
Tire Change			0.00	160.00		160.00	3003.66	64.84	3068.50
Tire Repair			0.00			0.00			0.00
Wrecker Call			0.00			0.00			0.00
Strip Vehicle			0.00			0.00			0.00
Totals	33.80	0.00	33.80	186.02	0.00	186.02	7380.98	881.69	8262.67

SOLID WASTE DISPOSAL EQUIPMENT				TRANSPORTATION			WATER		
Maintenance Type	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors			0.00			0.00	577.74	51.87	629.61
Def Refuel	162.16		162.16			0.00			0.00
Diesel Truck Service			0.00			0.00			0.00
Diesel Equipment Service			0.00			0.00			0.00
Garage Road Call			0.00		38.90	38.90			0.00
General Repair	12.85	25.93	38.78	31.95	77.82	109.77	68.97	25.94	94.91
Oil Change/Service			0.00			0.00	125.20	168.60	293.80
Outside Repairs	18131.09		18131.09	185.00		185.00			0.00
Alignment Only			0.00			0.00			0.00
P.M. Maintenance			0.00	2636.85	829.85	3466.70			0.00
State Inspection			0.00	3.40	51.88	55.28	0.85	12.97	13.82
Tire Change	107.71	12.97	120.68	520.20		520.20	623.56	51.88	675.44
Tire Repair		12.97	12.97			0.00			0.00
Wrecker Call			0.00			0.00			0.00
Strip Vehicle			0.00			0.00			0.00
Totals	18413.81	51.87	18465.68	3377.40	998.45	4375.85	1396.32	311.26	1707.58

DUPLIN COUNTY GARAGE
MONTHLY DEPARTMENT TOTALS SUMMARY
Sep-24

Maintenance Type	Part Cost	Labor Cost	Total Cost
Brakes & Rotors	1598.94	77.81	1676.75
Def Refuel	1050.53		1050.53
Diesel Truck Service			0.00
Diesel Equipment Service			0.00
Garage Road Call	153.45	38.90	192.35
General Repair	9404.57	1063.24	10467.81
Oil Change/Service	1475.06	207.51	1682.57
Outside Repairs	19116.09		19116.09
Alignment Only			0.00
P.M. Maintenance	2636.85	829.85	3466.70
State Inspection	6.80	64.85	71.65
Tire Change	9960.86	194.54	10155.40
Tire Repair		12.97	12.97
Wrecker Call			0.00
Strip Vehicle			0.00
Totals	45403.15	2489.67	47892.82



Office of the
DUPLIN COUNTY REGISTER OF DEEDS
Anita Marie Savage, Register of Deeds
Post Office Box 970; 118 Duplin Street, Kenansville, NC 28349
Telephone: (910) 296-2108 Fax: (910) 296-2344
anita.savage@duplincountync.com
www.duplinrod.com



MONTHLY REPORT FOR DUPLIN COUNTY REGISTER OF DEEDS SEPTEMBER 2024

Submitted this 1ST, day of October, 2024

Anita Marie Savage

Register of Deeds

Ledger Report Fee Distribution
Anita Marie Savage, REGISTER OF DEEDS
Duplin, NC

Date Range From Sunday, September 1, 2024 to Monday, September 30, 2024

Name	Amount
Vital Records Fund	\$403.00
State Treasurer Amount	\$2,182.40
Escrow Credit Total	\$300.00
State Revenue Stamp	\$16,810.43
County Revenue Stamp	\$17,496.57
NC Children's Trust Fund	\$185.00
NC Domestic Violence Fund	\$1,110.00
ROD General Fund	\$14,683.37
ROD Automation Fund	\$1,733.48
Supplemental Retirement	\$303.00
Total Distribution For Period	\$55,207.25
Cash Total	\$4,388.75
Check Total	\$20,607.00
Pay Account Total	\$2,428.25
Escrow Account Total	\$510.00
ACH Total	\$27,325.25
Overpayment Total	(\$52.00)
Total Deposit For Period	\$54,697.25

Ledger Summary Report - Roll-up

Printed 10/01/2024

Anita Marie Savage, REGISTER OF DEEDS

Duplin, NC

09/01/2024-09/30/2024

Category	Receipt Code	Count	Total											
ESCROW CREDIT				Escrow Credit										
ESCROW	ESCROW CREDIT	1	\$300.00											
Category Totals		1	\$300.00											
MAP				Recording	Special	Floodplain Mapping	Excise Tax	Land Transfer	Dept Cultural Res	Pension Fund	Automation Fund	State General Fund	State Treasurer Amt	County Receipts
MAP	MAP	31	\$1,134.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.13	\$111.75	\$0.00	\$0.00	\$1,005.12
Category Totals		31	\$1,134.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.13	\$111.75	\$0.00	\$0.00	\$1,005.12
MARR				Fee	NCCTF	DVCF	Pension Fund	Automation Fund	County Receipts					
ML	MARRIAGE LICENSE	37	\$2,220.00	\$0.00	\$185.00	\$1,110.00	\$33.30	\$89.17	\$802.53					
Category Totals		37	\$2,220.00	\$0.00	\$185.00	\$1,110.00	\$33.30	\$89.17	\$802.53					
NO BOOK				Fee	Special	Pension Fund	Automation Fund	County Receipts						
BIRTH	CERTIFIED COPY - BIRTH	128	\$1,280.00	\$0.00	\$0.00	\$19.20	\$126.72	\$1,134.08						
BIRTHSE	CERTIFIED COPY - SENIOR BIRT	9	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00							
CCOPY	CERTIFIED COPY - REAL PROPE	16	\$76.00	\$0.00	\$0.00	\$1.12	\$7.49	\$67.39						
COPY	COPIES	41	\$63.25	\$0.00	\$0.00	\$0.93	\$6.21	\$56.11						
COPYP	COPIES - FULL SIZE PLAT	1	\$4.00	\$0.00	\$0.00	\$0.06	\$0.39	\$3.55						
COPYV	COPIES - VITAL RECORDS	7	\$2.00	\$0.00	\$0.00	\$0.01	\$0.17	\$1.82						
DEATH	CERTIFIED COPY - DEATH	157	\$1,570.00	\$0.00	\$0.00	\$23.55	\$155.43	\$1,391.02						
MARR	CERTIFIED COPY - MARRIAGE	61	\$610.00	\$0.00	\$0.00	\$9.15	\$60.39	\$540.46						
Category Totals		410	\$3,605.25	\$0.00	\$0.00	\$54.02	\$356.80	\$3,194.43						
PROPERTY				Recording	Special	Floodplain Mapping	Excise Tax	Land Transfer	Dept Cultural Res	Pension Fund	Automation Fund	State General Fund	State Treasurer Amt	County Receipts
ABN	ASSUMED BUSINESS NAME	12	\$312.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.68	\$23.28	\$0.00	\$74.40	\$209.64
AFDVT	AFFIDAVIT	5	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.95	\$9.70	\$0.00	\$31.00	\$87.35
AGMT	AGREEMENT	5	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.95	\$9.70	\$0.00	\$31.00	\$87.35

Ledger Summary Report - Roll-up

Printed 10/01/2024

Anita Marie Savage, REGISTER OF DEEDS

Duplin, NC

09/01/2024-09/30/2024

Category	Receipt Code	Count	Total											
AMEND	AMENDMENT	2	\$52.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.78	\$3.88	\$0.00	\$12.40	\$34.94
AOA	ARTICLES OF AMENDMENT	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20	\$17.47
AOO	ARTICLES OF ORGANIZATION	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20	\$17.47
ASGMT	ASSIGNMENT	15	\$390.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.85	\$29.10	\$0.00	\$93.00	\$262.05
CERT	CERTIFICATE	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20	\$17.47
CERT/TR	CERTIFICATION OF TRUST	3	\$78.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.17	\$5.85	\$0.00	\$18.60	\$52.38
D/REL	DEED OF RELEASE	2	\$52.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.78	\$3.88	\$0.00	\$12.40	\$34.94
D/T	DEED OF TRUST	82	\$5,248.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$78.72	\$508.40	\$0.00	\$508.40	\$4,152.48
DECL	DECLARATION	7	\$182.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.73	\$13.58	\$0.00	\$43.40	\$122.29
DEED	DEED	153	\$38,281.00	\$0.00	\$0.00	\$0.00	\$34,303.00	\$0.00	\$0.00	\$59.67	\$296.82	\$0.00	\$948.60	\$2,672.91
EASE	EASEMENT	16	\$416.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6.24	\$31.04	\$0.00	\$99.20	\$279.52
M/A	MODIFICATION AGREEMENT	4	\$104.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.56	\$7.76	\$0.00	\$24.80	\$69.88
MTG	MORTGAGE	1	\$64.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.96	\$6.20	\$0.00	\$6.20	\$50.64
NOTARY	NOTARY	15	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.25	\$14.85	\$0.00	\$0.00	\$132.90
NOTICE	NOTICE	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20	\$17.47
ORD	ORDINANCE	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20	\$17.47
P/A	POWER OF ATTORNEY	13	\$354.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.31	\$26.80	\$0.00	\$80.60	\$241.29
P/R	PARTIAL RELEASE	3	\$78.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.17	\$5.82	\$0.00	\$18.60	\$52.41
QCD	QUITCLAIM DEED	10	\$264.00	\$0.00	\$0.00	\$0.00	\$4.00	\$0.00	\$0.00	\$3.90	\$19.40	\$0.00	\$62.00	\$174.70
R/W	RIGHT OF WAY	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20	\$17.47
REL	RELEASE	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20	\$17.47
REQ	REQUEST FOR NOTICE	5	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.95	\$9.70	\$0.00	\$31.00	\$87.35
REV	REVOCAION OF POWER OF ATTORNEY	2	\$52.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.78	\$3.88	\$0.00	\$12.40	\$34.94
RIGHT	RIGHT OF FIRST REFUSAL	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20	\$17.47
S/INS	SEE INSTRUMENT	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20	\$17.47
SAT	SATISFACTION	94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUB	SUBORDINATION OF	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20	\$17.47
SUB/TR	SUBSTITUTION OF TRUSTEE	2	\$52.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.78	\$3.88	\$0.00	\$12.40	\$34.94
UCC/T	UCC TERMINATION - 3 OR MORE	1	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.67	\$4.43	\$0.00	\$0.00	\$39.90
UCC1	UCC1	7	\$287.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.29	\$31.21	\$0.00	\$0.00	\$251.50
UCC3	UCC3	3	\$114.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.71	\$11.22	\$0.00	\$0.00	\$101.07
Category Totals		472	\$47,225.00	\$0.00	\$0.00	\$0.00	\$34,307.00	\$0.00	\$0.00	\$193.75	\$1,099.78	\$0.00	\$2,182.40	\$9,442.07

Ledger Summary Report - Roll-up

Printed 10/01/2024

Anita Marie Savage, REGISTER OF DEEDS

Duplin, NC

09/01/2024-09/30/2024

Category	Receipt Code	Count	Total	Fee	Special	Pension Fund	Automation Fund	Vital Records Receipts	County Receipts
VITAL RECORDING									
BAVAS	NCDAVE - BIRTH ABSTRACT SEA24	\$576.00	\$0.00	\$0.00	\$3.60	\$23.76	\$336.00	\$212.64	
DAVAS	NCDAVE - DEATH ABSTRACT SE/3	\$72.00	\$0.00	\$0.00	\$0.45	\$2.97	\$42.00	\$26.58	
DAVDADD	NCDAVE - DEATH ABSTRACT ADI5	\$75.00	\$0.00	\$0.00	\$0.75	\$49.25	\$25.00	\$0.00	
Category Totals		32	\$723.00	\$0.00	\$0.00	\$4.80	\$75.98	\$403.00	\$239.22
Report Totals		983	\$55,207.25						
Automation Fund Total:		\$1,733.48							
County Receipts Total:		\$14,683.37							
DVCF Total:		\$1,110.00							
Escrow Credit Total:		\$300.00							
Excise Tax Total:		\$34,307.00							
NCCTF Total:		\$185.00							
Pension Fund Total:		\$303.00							
State Treasurer Amount Total:		\$2,182.40							
Vital Records Receipts Total:		\$403.00							
Cash Total:		\$4,388.75							
Check Total:		\$20,607.00							
ACH Total:		\$27,325.25							
Card Total:		\$2,428.25							
Escrow Account Total:		\$510.00							
Overpayment Total:		(\$52.00)							

**SENIOR SERVICES
REPORT OF SERVICES**



PROGRAM	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24
NUTRITION/CONGREGATE							
Units of Service	1316	1263	1226	1249	1135	1218	1137
Clients Served	125	128	117	120	117	124	113
Wellness Checks/Community Outreach	6	0	0	9	3	3	2
# of volunteers	27	23	26	29	28	29	28
# of volunteer hrs.	302	259	297	272	260	285	268
HOMEBOUND MEALS							
Units of Service	1165	1115	1260	860	845	1205	920
Clients Served	60	57	54	43	43	52	46
Waiting List	3	9	9	16	16	5	16
# of volunteers	23	31	24	21	25	25	21
# of volunteer hrs.	31	38	29	25	28	29	24
GENERAL TRANSPORTATION							
Units of Service	269	203	227	233	233	317	365
Clients Served	10	10	11	10	10	16	16
IN HOME AIDE							
Units of Service	485	447	450	381	448	484	440
Clients Served	80	78	74	67	76	73	76
Waiting List	33	31	31	28	26	28	32
ENSURE							
# of cases	55	89	93	100	81	81	98
HOUSING & HOME IMPROVEMENT							
Units of Service	2	4	0	0	0	0	0
Waiting List	2	0	0	0	0	0	0
# of volunteer hrs.	48	0	0	0	0	0	0
# of volunteers	8	0	0	0	0	0	0
FAMILY CAREGIVER PROGRAM							
Persons served w/vouchers	2	2	2	1	3	0	0
INCONTINENCE SUPPLIES							
Clients Served	1	0	0	6	1	0	0
FAN PROGRAM							
Fans given away	0	0	0	2	12	13	0
SENIOR CENTER PROGRAM							
Units of Service	283	285	253	149	206	190	159
Clients Served	38	36	38	21	29	35	32
# of volunteers	2	2	13	5	1	10	2
# of volunteer hrs.	4	4	14	12	1	13	3
TELEPHONE REASSURANCE PROGRAM							
Units of Service	256	241	248	278	225	166	180
Clients Served	14	14	14	13	12	10	9
INFORMATION & REFERRAL							
Units of Service	14	10	8	17	13	23	20
Clients Served	12	10	8	17	13	23	20
TRAINING - EMPLOYEE							
Number of hours	0	41	2	0	65.25	0	0
Number of staff	0	14	2	0	13	0	0
INCOME TAX VOLUNTEER PROGRAM							
Number of hours	310	259	104	12	0	0	3
Number of volunteers	9	7	9	2	0	0	1
MEAL COST							
Meals Prepared	2500	2382	2195	2538	2111	2023	2608
Total Expenditures	\$ 21,973.18	\$ 22,262.79	\$ 23,686.83	\$ 20,584.00	\$ 24,242.17	\$ 19,355.34	\$ 21,160.92
Price per meal	\$ 8.79	\$ 9.35	\$ 10.79	\$ 8.11	\$ 11.48	\$ 9.57	\$ 8.11
FAMILY CAREGIVER - SUPPORT GROUP							
Persons served	6	0	3	3	2	0	0

DUPLIN COUNTY CHILD SUPPORT
MONTHLY REPORT
Aug-24

TOTAL CHILD SUPPORT COLLECTED	\$ 440,009.85
TOTAL ABSENT PARENT CASES	2238
TOTAL CLIENTS SERVED	1667
TOTAL CHILDREN SERVED	2221
BREAKDOWN OF CASE AS FOLLOWS	
ENFORCEMENT	2061
ESTABLISHMENT	38
PATERNITY	36
LOCATION	103
GOOD LOCATES COMPLETED/SYSTEM AND MANUAL	20
ORDERS ESTABLISHED/MODIFIED	
BY VOLUNTARY SUPPORT AGREEMENT/CIVIL	10
MODIFICATIONS	14
REVIEWS/NO MOD. NEEDED	3
TOTAL	27
PATERNITY ESTABLISHED	1
GENETIC TEST COMPLETED (LAB CORP)	7
GENETIC TEST COMPLETED (Connie)	0
ENFORCEMENT ACTIONS (OTHER)	243
WAGE WITHHOLDING ESTABLISHED	95
INTERSTATE ACTIVITY	
INITIAL UIFSA ACTION MAILED	0
ORDERS SENT FOR REGISTRATION	0
GENERAL STATUS REQUEST MAILED/ELECTRONIC	267
ENFORCEMENT STATUS REQUEST MAILED	42
REQUEST FOR REVIEWS TO OTHER STATE	0
CHANGE OF PAYEE/REDIRECTION	0
ORDERS REGISTERED	0
ORDERS ESTABLISHED	0
TOTAL CLIENT SEEN IN IV-D	83
TOTAL VISITORS IN IV-D	0
SHOW CAUSES AND ORDERS FOR ARREST ISSUED IN COUNTY	39
SHOW CAUSES AND ORDERS FOR ARREST SERVED IN COUNTY	7
SHOW CAUSES SENT BY REGULAR MAIL IN COUNTY	29
SHOW CAUSE AND ORDERS FOR ARREST RETURNED NOT SERVED IN COUNTY	3

SHOW CAUSES AND ORDER FOR ARREST ISSUED OUT OF COUNTY	24
SHOW CAUSES AND ORDER FOR ARREST SERVED OUT OF COUNTY	5
SHOW CAUSES SENT BY REGULAR MAIL OUT OF COUNTY	18
SHOW CAUSES AND ORDER FOR ARREST RETURNED NOT SERVED OUT OF COUNTY	4

Social Services

Program Area	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24
MONTHLY CASE COUNT									
Food and Nutrition Cases	4405	4996	4391	4329	4295	4309	4324	4301	4305
FNS Apps Taken	256	416	317	259	259	314	296	318	341
Individual Served	9277	9140	9276	9120	9062	9119	9116	9057	9080
WorkFirst Cases	57	56	53	57	56	56	52	49	57
WF Apps Taken	17	18	18	18	25	17	21	19	19
Employment Cases	4	4	2	1	4	1	1	2	2
Child Only Cases	36	32	33	36	34	33	31	31	31
Refugee Cases	17	20	18	20	18	22	20	16	24
Crisis Heating/Cooling (CIP)	147	219	162	131	133	102	65	214	195
Low Income Energy Assistance (LIEAP)	89	327	169	89	0	0	0	0	0
Family & Childrens Applications	279	297	317	221	242	208	261	276	269
Enrollment Count	15719	15954	16118	16132	16096	15986	15685	16037	16198
Adult Applications	160	97	85	56	81	65	62	87	54
Adult Enrollment Count	3880	3827	3807	3808	3768	3748	3727	3720	3736
Medicaid Transportation	665	696	831	802	913	787	667	646	514
Individuals Transported	172	214	227	208	250	223	195	167	156
Child Support MCP Cases	2463	2474	2473	2471	2434	2407	2329	2248	2221
Program Integrity	8	6	9	12	12	12	14	9	6
Child Day Care	369	353	346	339	335	346	337	321	375
CPS - Investigations Initiated	55	49	64	57	56	53	42	39	56
CPS - Investigation Caseload	82	86	77	58	43	38	27	34	46
CPS- Case Management	6	9	7	5	2	2	3	4	6
CPS-Children in Custody	18	19	18	18	18	22	24	22	20
Adult Services	96	102	94	74	69	73	64	63	70
Homeless Reported	0	0	10	0	0	0	0	6	6