

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
TUESDAY, SEPTEMBER 6, 2016
7:00 P.M.**

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

1. PETITIONS OF CITIZENS
2. CONSENT AGENDA
 - A. Minutes of August 15, 2016 Regular Session
 - B. Tax Releases and Refunds
 - C. Subdivisions and Mobile Home Park for Approval
 - D. Military Family of the Quarter
3. INTRODUCTION AND UPDATE ON THE BOARD OF EDUCATION: Dr. Meghan Doyle, Superintendent of Schools
4. ABC BOARD TRAVEL POLICY AND PRESENTATION: Chip Chagnon, Chairman
5. AIRPORT
 - A. Request for Acceptance of 2016 FAA Federal Grant Agreement: Andrew Shorter, Airport Director
 - B. Discussion of FAA Sponsorship transfer: Charles Cushman, Airport Attorney

DEPARTMENTAL MATTERS

6. EMERGENCY SERVICES-DEPARTMENT OF INSURANCE (DOI) FIRE DEPARTMENT MATCH: Brandon Stallings, Assistant Chief, Little Swift Creek Volunteer Fire Department (VFD) and Greg Milligan, Chief, Ft. Barnwell VFD
7. CARTS – INFORMATION REGARDING THE FY 2016-2017 RURAL OPERATING ASSISTANCE PROGRAM GRANT: Kelly Walker, Transportation Director

8. HEALTH
 - A. Zika Virus Plan: Scott Harrelson, Health Director and Ray Silverthorne, Environmental Health Director
 - B. Hospice and Federally Qualified Health Center (FQHC) Update: Scott Harrelson

9. ECONOMIC DEVELOPMENT – REQUEST FOR APPROVAL OF RESOLUTION EXEMPTING A SERVICE CONTRACT FROM THE PROVISIONS OF GENERAL STATUTE 143-64.31: Timothy Downs, Economic Development Director

10. APPOINTMENTS

11. COUNTY ATTORNEY’S REPORT: Jim Hicks

12. COUNTY MANAGER’S REPORT: Jack Veit

13. COMMISSIONERS’ REPORTS

Agenda Date: September 6, 2016

Presenter: _____

Agenda Item No. 1

Board Action Required or Considered: No

PETITIONS OF CITIZENS

Board Action: Receive information

Agenda Date: September 6, 2016

Presenter: _____

Agenda Item No. 2

Board Action Required or Considered: Yes

CONSENT AGENDA

A. MINUTES OF AUGUST 15, 2016 REGULAR SESSION

The Board will be requested to approve the minutes of August 15, 2016 regular session.

B. TAX RELEASES AND REFUNDS

The Board will be requested to approve the routine tax releases and refunds contained in Attachment #2.B.

C. SUBDIVISIONS AND MOBILE HOME PARK FOR APPROVAL

The Planning Board met on August 25th, 2016 and recommended the following Mobile Home Park and subdivisions for approval:

New Vision Park – Final

- Property is owned by William D. Cherry, III and surveyed by Suitt & Associates
- Property is located within Twp. 7, off of Old Cherry Point Rd. (SR 1113)
- Parcel ID 7-026-008
- MHP contains 2 lots on .26 acres
- Lots proposed to be served by Craven County Water and City of New Bern Sewer

Marian Dudley - Final

- Property is owned by Marian Dudley and surveyed by Gaskins Land Surveying, P.A.
- Property is located within Twp. 2, off of Great Swamp Rd. (SR 1627)
- Parcel ID 2-041-011
- Subdivision contains 4 lots on 8.20 acres
- Lots served by County Water and existing individual septic systems

Lake Hazel Estates - Final

- Property is owned by Robert J. Holton, Sr. and surveyed by Robert M. Chiles, P.E
- Property is located within Twp. 2, off of Two Lakes Trail (SR 1665)
- Parcel ID 2-026-19002
- Subdivision contains 4 lots on 6.805 acres
- Lots proposed to be served by County Water and individual septic systems

D. MILITARY FAMILY OF THE QUARTER

The Board will be requested to adopt the resolution appearing as Attachment #2.D., and designate a representative to present it at the recognition luncheon on September 8, 2016.

Board Action: A roll call vote is needed to approve consent agenda items.

Agenda Date: September 6, 2016

Presenter: Meghan Doyle

Agenda Item No. 3

Board Action Required or Considered: No

INTRODUCTION AND UPDATE ON THE BOARD OF EDUCATION

Newly appointed Superintendent of Schools, Meghan Doyle, will attend to introduce herself to the Board and to provide an update on matters concerning the schools.

Board Action: Receive information

Agenda Date: September 6, 2016

Presenter: Chip Chagnon

Agenda Item No. 4

Board Action Required or Considered: Yes

ABC BOARD TRAVEL POLICY AND PRESENTATION

ABC Board Chairman, Chip Chagnon, will make a presentation to the County, and request that the Board approve the Travel Policy shown in Attachment #4. Approval of a travel policy must be solicited annually.

Board Action: Receive presentation and approve adoption of the ABC Board Travel Policy.

Agenda Date: September 6, 2016

Presenters: Andrew Shorter and Charles Cushman

Agenda Item No. 5

Board Action Required or Considered: Yes

AIRPORT

A. REQUEST FOR ACCEPTANCE OF 2016 FAA FEDERAL GRANT AGREEMENT

The Airport Sponsor's (Craven County) signature is required to accept a \$1,106,036.00 Federal Grant to cover FAA approved airport projects at the Coastal Carolina Regional Airport in 2016. The projects are: 1) Runway 04 approach on-airport obstruction removal, 2) Design and Permit work for airport drainage improvements and to rehabilitate Taxiways Bravo and Echo including a portion of the General Aviation apron, 3) Conduct a 20 year Airport Master Plan Update. The offer and agreement appear as Attachment #5.

Board Action: Authorize Chairman to execute the agreement.

B. DISCUSSION OF FAA SPONSORSHIP TRANSFER

The airport attorney will be present to discuss airport matters with the Board.

Board Action: Receive information.

Agenda Date: September 6, 2016

Presenters: Brandon Stallings and Greg Milligan

Agenda Item No. 6

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: EMERGENCY SERVICES – DEPARTMENT OF INSURANCE (DOI) FIRE DEPARTMENT MATCH

Brandon Stallings, Assistant Chief, Little Swift Creek Volunteer Fire Department (VFD) and Greg Milligan, Chief, Ft. Barnwell VFD, will request that the County match a fire grant received from the Department of Insurance. Details of these requests are contained in Attachment #6.

Board Action: Approval of County match.

Agenda Date: September 6, 2016

Presenter: Kelly Walker

Agenda Item No. 7

Board Action Required or Considered: No

DEPARTMENTAL MATTERS: CARTS – INFORMATION REGARDING THE FY 2016-2017 RURAL OPERATING ASSISTANCE PROGRAM GRANT

The Rural Operating Assistance Program (ROAP) is a state-funded public transportation grant program administered by the North Carolina Department of Transportation/Public Transportation Division (NCDOT/PTD). ROAP consolidates the Elderly and Disabled Assistance Program (EDTAP) for the rural and urban areas; the Employment Transportation Assistance Program (EMP) for the rural and urban areas; and the Rural General Public Program (RGP) for the rural area into one application. Each county within the CARTS service area is responsible for making a ROAP application for its respected county.

Craven County has been awarded \$90,472 for EDTAP; \$23,860 for EMP; and \$84,714 for RGP. The RGP Program requires a 10% match which is covered by fares charged to the passengers. A public hearing is not required to apply for this funding. In addition to the completed application, a Certified Statement signed by the County Manager and County Finance Director is required.

Board Action: For information only

Agenda Date: September 6, 2016

Presenters: Scott Harrelson and Ray Silverthorne

Agenda Item No. 8

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: HEALTH

A. ZIKA VIRUS PLAN

Scott Harrelson, Health Director and Ray Silverthorne, Environmental Health Director, will present a proposal to initiate an education and surveillance based program to address the arrival of the Zika virus into our area. The program will attempt to utilize existing manpower in the system to educate the general public on ways to address imported cases of Zika brought in from the traveling public and how to decrease the possibility of local transmission through native mosquito species. The budgetary requirements are estimated to remain less than \$10,000 and should include:

Stereo optics with gooseneck light sources..	6500.00
Supplies	2000.00
Training	<u>1000.00</u>
	9500.00

See Attachment #8.A.

Board Action: Request for approval of \$3,400 in County funding for the Zika response plan from Fund Balance. A roll call vote will be necessary.

B HOSPICE AND FEDERALLY QUALIFIED HEALTH CENTER (FQHC) UPDATE

Mr. Harrelson will provide a brief update for the Board on the year end data for the Hospice program. This past fiscal year was to be a proving year to see if the Hospice program could function as a stand-alone agency without drawing on County dollars to continue services.

He will also provide an update on the FQHC and recent operational site visit, which is a visit conducted every three years to assess whether or not we are meeting the 19 program requirements, assess productivity, financial stability and Community Health Center Board compliance. (See Attachment #8.B.)

Board Action: Receive information.

Agenda Date: September 6, 2016

Presenter: Timothy Downs

Agenda Item No. 9

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: ECONOMIC DEVELOPMENT – REQUEST FOR APPROVAL OF RESOLUTION EXEMPTING A SERVICE CONTRACT FROM THE PROVISIONS OF GENERAL STATUTE 143-64.31

The continued development of the Craven County Industrial Park is a key component of the Comprehensive Economic Development Strategic Plan and the future growth of the County's economy. The Industrial Park needs work performed to make the remaining available sites "shovel ready" for development. Some of this work is engineering. N.C.Gen.Stat. §143-64.31 requires the selection of firms to perform architectural, engineering, and surveying services by a County to be without regard to fee, after public announcement of such services. N.C.Gen.Stat. §143-64.32 allows a County to exempt itself from the requirements of N.C.Gen.Stat. §143-64.31, when the amount of professional fees is estimated to be less than Fifty Thousand Dollars. Economic Development would like to proceed with the attached service contract to perform roadway design and permitting services for a new road off of Executive Parkway, located in the Industrial Park. Attached is a resolution that exempts this service contract from the provisions of G.S. §143-64.3.1 (See Attachment #9.)

Board Action: Consider approval of resolution

Agenda Date: September 6, 2016

Presenter: _____

Agenda Item No. 10

Board Action Required or Considered: Yes

APPOINTMENTS

- A. PENDING
- B. CURRENT
- C. UPCOMING

Board Action: Appointments will be effective immediately, unless otherwise specified.

A. PENDING APPOINTMENT(S):

AGRICULTURAL ADVISORY COMMITTEE

AUTHORIZATION: Local Ordinance

MISSION/FUNCTION: Administer provision of the Craven County Voluntary Agricultural District Ordinance and perform other agricultural related tasks or duties assigned by the Craven Count Board of Commissioners.

NUMBER OF MEMBERS:

9

TYPE:

(See qualifications)

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):
1) resident of area Township representing; 2) agricultural landowner; 3) actively and directly involved in agricultural production on at least 10 acres of farmland 4) special interest, experience, or education in agriculture and/or rural land preservation

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: At the call of the Chairperson

COMPENSATION: No Yes Specify: _____

Terms expiring: Jimmy Arthur (**Not seeking reappointment**)

No applications on file.

RECREATION AND PARKS ADVISORY BOARD

AUTHORIZATION: Bylaws

MISSION/FUNCTION: Serves as the recreation advisory body for the Craven County Department of Recreation and Parks; suggests policies; consults with and advises Recreation Director, County Manager and Commissioners in matters related to recreation programs, finances, acquisition and disposal of property consistent with overall, long range recreation planning.

NUMBER OF MEMBERS:

12

TYPE:

1 from each township (8)
4 at-large

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: 3rd Monday at 6:00 p.m.; Administration conference room

COMPENSATION: No X Yes Specify: _____

Terms expiring: Dickie Fairburn (2 terms*); Cathy Frazier; Abel Sandoval; Bill Taylor (2 terms*)

The Board’s consensus at the last meeting was for Commissioners to reach out to Advisory Board members in their respective districts. Following is the list of current appointees:

LAST NAME	FIRST NAME	FIRST APP’T.	EXP.	ADDRESS/DISTRICT
(A) ALLEN	JENNINGS	2013	2016	1175 SPRING GARDEN RD (Dist. 2)
(A) BAUER	EUGENE	2015	2018	111 BOWLINE ROAD (Dist. 4)
(A) BERNTHAL	JIM	2011	2017	1000 CAMBRIDGE CT. (Dist. 4)
(A) BRAXTON	CHAD	2014	2017	404 FIRST AVE. VANCEBORO (At Large)
(I) FAIRBURN	DICKIE	2001	2016	3797 W NC HWY 55 W COVE CITY (At Large)
(A) FRAZIER	CATHY	2013	2016	155 DEWEY RD., HAVELOCK (Dist. 5)
(I) MCCOY*	KRISTEN	2012	2018	206 WEST SUNSET BLVD, COVE CITY (Dist. 2)
(A) MILLER	DANIEL	2011	2017	2308 CARACARA DR (Dist. 1)
(I) RIGGS	FORRESTINE	2012	2017	437 KORNEGAY, DOVER (Dist. 2)
(I) SANDOVAL*	ABEL	2013	2016	110 LEE K ALLEN DR.HAVELOCK (Dist. 6)
(A) TAYLOR	BILL	2010	2016	504 LILLIPUT DR. (Dist.7)
(A) WEBB	MATT	2014	2017	1013 COLLETON WAY (Dist. 4)

(A) – Active

(I) – Inactive

(*)- Inactive Intermittently; has been active but missed last couple of meetings

CRAVEN COMMUNITY CHILD PROTECTION TEAM

AUTHORIZATION: NCGS 7B-1406

MISSION/FUNCTION: To respond to child protection needs before a child is harmed by taking action to identify and address gaps or deficiencies in services and resources through the annual report to the County Board of Commissioners, collaboration with community partners, promoting public awareness and advocating for action that addresses the child protection needs of each county.

NUMBER OF MEMBERS:

11-16

TYPE:

DSS Director, DSS staff member, law enforcement officer, attorney from DA's office, executive director of local community action agency, public School superintendent or designee, member of DSS Board, mental health professional,

Guardian ad Litem Coordinator, Public Health Director, local

health care provider, EMS/firefighter, District Court Judge, Commissioners appointees from other county agencies or community at-large

QUALIFICATIONS: Stated above.

LENGTH OF TERMS: As set by respective agencies, position and Commissioners'

MEETING SCHEDULE: Quarterly; January, April, July, October

Term(s) ending: Cindy Stone

Application on file: Shawna Knight (Attachment #10)

B. CURRENT APPOINTMENTS

RIVER BEND PLANNING BOARD (EXTRATERRITORIAL JURISDICTION)

AUTHORIZATION: NCGS 160A-382

MISSION/FUNCTION: To advise the Town Council and Manager on planning and zoning issues to include, but not limited to, establishment or revision of districts, regulation and restriction of the erection, construction, reconstruction, alteration, repair or use of buildings structures or land.

NUMBER OF MEMBERS:

1

TYPE:

Resident of River Bend's ETJ Area

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: 1st Thursday of the month at 7:00 p.m.

COMPENSATION: No Yes Specify: _____

Term expiring:

Kelly Forrest

C. UPCOMING APPOINTMENTS

OCTOBER

Aging Planning Board:

Clay Gaskins

Firemen's Relief Fund:

Aaron McLawhorn (Rhems)
Dred Mitchell (Cove City)

Fire Tax Commissioners:

Rolf Maris (Twp. #!)
Aaron McLawhorn (Rhems)
Joseph Midgette
Alton Riggs (No. 7 Twp.)

Agenda Date: September 6, 2016

Presenter: Jim Hicks

Agenda Item No. 11

COUNTY ATTORNEY'S REPORT

Offer to Assign Bid – 819 N. Craven Street, New Bern (Parcel Number 8-003-117)

The County and City of New Bern have received an offer for payment of \$10,143.84 to assign its joint bid of the same amount for this property to Sean Milburn. The total taxes and costs, including the City's taxes are \$10,143.84. Since the sale has not yet been confirmed and therefore the real property has not yet been conveyed, the proposed assignment will not need to be advertised for upset bids. This assignment must also be approved by the City of New Bern before it is effective.

Should the Board wish to assign its bid, it needs to adopt a motion approving the proposed Assignment, included as Attachment #11.

Agenda Date: September 6, 2016

Presenter: Jack Veit

Agenda Item No. 12

COUNTY MANAGER'S REPORT

Agenda Date: September 6, 2016

Presenter: _____

Agenda Item No. 13

COMMISSIONERS' REPORTS

TAX804P

CRAVEN COUNTY

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CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/06/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
ADAMS, MICHAEL D & KIMBERLY D DID NOT OWN 1/1/2016	0069585 2016-0000253	223.70
ALDRIDGE, NICOLE THERESE & ROB DID NOT OWN 1/1/2015	0095835 2015-0000569	11.78
BARNES, GEORGE TRACY DOUBLE LISTED-SEE ACCT 106552	0369500 2016-0003021	8.41
BENJAMAIN, EDWARD JAMES VEHICLE WAS PLATED	0109767 2016-0004317	3.20
BEST, WILLIAM C HRS FORECLOSURE-LIEN EXTINGUISHED	0588150 2008-0004568	40.14
BEST, WILLIAM C HRS FORECLOSURE-LIEN EXTINGUISHED	0588150 2008-0004569	40.14
BEST, WILLIAM C HRS FORECLOSURE-LIEN EXTINGUISHED	0588150 2009-0004591	38.37
BEST, WILLIAM C HRS FORECLOSURE-LIEN EXTINGUISHED	0588150 2009-0004592	38.37
BEST, WILLIAM C HRS FORECLOSURE-LIEN EXTINGUISHED	0588150 2010-0004285	25.21
BEST, WILLIAM C HRS FORECLOSURE-LIEN EXTINGUISHED	0588150 2010-0004286	39.24
BEST, WILLIAM C HRS FORECLOSURE-LIEN EXTINGUISHED	0588150 2013-0004650	38.23
BEST, WILLIAM C HRS FORECLOSURE-LIEN EXTINGUISHED	0588150 2013-0004651	62.91
BEST, WILLIAM C HRS FORECLOSURE-LIEN EXTINGUISHED	0588150 2014-0004757	35.47
BEST, WILLIAM C HRS FORECLOSURE-LIEN EXTINGUISHED	0588150 2014-0004758	58.35

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/06/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
BEST, WILLIAM C HRS FORECLOSURE-LIEN EXTINGUISHED	0588150 2015-0004677	32.71
BEST, WILLIAM C HRS FORECLOSURE-LIEN EXTINGUISHED	0588150 2015-0004678	53.79
BEST, WILLIAM C HRS FORECLOSURE-LIEN EXTINGUISHED	0588150 2016-0004718	39.98
BEST, WILLIAM C HRS FORECLOSURE-LIEN EXTINGUISHED	0588150 2016-0004719	39.98
BOWERS, WILLIAM LEE DID NOT OWN 1/1/2015	0079189 2015-0005783	14.91
BRUIN BUILDERS LLC EXEMPT PER GS 105-277.02	0066139 2016-0007410	392.41
BURNETTE, JUSTIN LEE MILITARY EXEMPTION	0109110 2016-0008323	141.93
CARR, KAREN CARROLL DID NOT OWN 1/1/2013	0082805 2013-0009182	50.60
CLEMMONS, GARY HAMILTON & NAN DWELLING VACANT SINCE 2014	1354015 2016-0010995	36.00
CRAVEN COUNTY EXEMPT PER GS 105-278.1	0019760 2016-0012701	36.00
CRAVEN COUNTY & NEW BERN-CITY EXEMPT PER NCGS 105-278.1	0097563 2016-0012708	36.00
CRAVEN COUNTY & NEW BERN-CITY EXEMPT PER NCGS 105-278.1	0097563 2016-0012707	36.00
CRAVEN COUNTY & NEW BERN-CITY EXEMPT PER NCGS 105-278.1	0097563 2016-0012709	36.00
DANIELS, WANDA J & RODERIC EAR DOUBLE LISTED-SEE PID 5-013-6000	0041159 2016-0013755	239.34

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/06/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
DAPO, ADAM ROBERT DID NOT OWN 1/1/2008	0077570 2008-0091688	81.77
DAY, JOHN C JR DID NOT OWN 1/1/2016	1805125 2016-0014488	50.59
DEPALO, DARREN L DID NOT OWN 1/1/2009	0079240 2009-0014900	158.88
DEPALO, DARREN L DID NOT OWN 1/1/2010	0079240 2010-0013644	50.28
DEPALO, DARREN L DID NOT OWN 1/1/2011	0079240 2011-0015034	75.06
EXPRESZIT! CONVENIENCE STORES L NOT IN BUSINESS 1/1/2012	0055774 2012-0090667	202.18
EXPRESZIT! CONVENIENCE STORES L NOT IN BUSINESS 1/1/2013	0055774 2013-0094759	161.77
EXPRESZIT! CONVENIENCE STORES L NOT IN BUSINESS 1/1/2014	0055774 2014-0091336	135.84
EXPRESZIT! CONVENIENCE STORES L NOT IN BUSINESS 1/1/2015	0055774 2015-0091039	125.60
FIRE DEPT-NUMBER 7 TOWNSHIP FI DWELLING USED FOR STORAGE	0094138 2016-0018743	36.00
FOX, ROBBIE G & TAMMY J CORRECTED ERROR IN BOAT VALUE	0100228 2016-0019625	7.39
GROVER, CHARLES FORD III DID NOT OWN DISCOVERED PROPERTY 1/12015	0108015 2015-0091091	807.28
GROVER, CHARLES FORD III DID NOT OWN DISCOVERED PROPERTY 1/12015	0108015 2015-0091638	2,750.96
HARPER, ALLEN A & CORANN ERROR ON DISCOVERED PROPERTY-REBILL	0090678 2015-0091738	1,841.08

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/06/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
HARRIS, MICHAEL DAVID MOVED OUT OF COUNTY/RECYCLE OFF	0057219 2010-0022845	32.38
HICKS, JAMES E HRS FORECLOSURE-LIEN EXTINGUISHED	3361500 2013-0025722	35.50
HICKS, JAMES E HRS FORECLOSURE-LIEN EXTINGUISHED	3361500 2014-0026379	265.15
HICKS, JAMES E HRS FORECLOSURE-LIEN EXTINGUISHED	3361500 2015-0026671	245.28
HICKS, JAMES E HRS FORECLOSURE-LIEN EXTINGUISHED	3361500 2016-0026886	258.00
HOUDE, MATTHEW MCCOLLESTER NOT TAXABLE TO CRAVEN COUNTY	0109186 2016-0028115	45.20
KAVANAUGH, MICHAEL P MILITARY EXEMPTION	0104650 2015-0031487	283.93
LANDRUM, DAVID REECE & CHELSEA BILLED IN INCORRECT SITUS-TO REBILL	0099921 2016-0033706	23.61
LEBLANC, DENISE EVELYN DID NOT OWN 1/1/2016	0110259 2016-0034205	21.65
LONGHINI, DOUGLAS LATE LISTING CHARGED IN ERROR	0035051 2016-0035536	10.81
MCLEAN, GERALD WILLIAM & AMY D DID NOT OWN 1/1/2016	0072593 2016-0038837	248.52
MILLER, HENRY WALTER II DID NOT OWN 1/1/2014	0082315 2014-0092622	11.91
MITCHELL, DENNIS E DOUBLE LISTED-SEE ACCT 111651	0087114 2016-0040219	36.54
MOORE, MARY H DID NOT OWN 1/1/2014	0031428 2014-0092687	10.86

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/06/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
MOORE, MARY H DID NOT OWN 1/1/2015	0031428 2015-0040647	12.91
MOORE, MARY H DID NOT OWN 1/1/2016	0031428 2016-0040958	13.89
MOYE, DOROTHY W & WASHINGTON, FORECLOSURE-LIEN EXTINGUISHED	0026950 2010-0037079	42.10
MOYE, DOROTHY W & WASHINGTON, FORECLOSURE-LIEN EXTINGUISHED	0026950 2010-0037080	42.10
MOYE, DOROTHY W & WASHINGTON, FORECLOSURE-LIEN EXTINGUISHED	0026950 2011-0041338	39.98
MOYE, DOROTHY W & WASHINGTON, FORECLOSURE-LIEN EXTINGUISHED	0026950 2011-0041339	39.98
MOYE, DOROTHY W & WASHINGTON, FORECLOSURE-LIEN EXTINGUISHED	0026950 2013-0039697	68.25
MOYE, DOROTHY W & WASHINGTON, FORECLOSURE-LIEN EXTINGUISHED	0026950 2013-0039698	68.25
MOYE, DOROTHY W & WASHINGTON, FORECLOSURE-LIEN EXTINGUISHED	0026950 2014-0040539	63.33
MOYE, DOROTHY W & WASHINGTON, FORECLOSURE-LIEN EXTINGUISHED	0026950 2014-0040540	63.33
MOYE, DOROTHY W & WASHINGTON, FORECLOSURE-LIEN EXTINGUISHED	0026950 2015-0041424	58.41
MOYE, DOROTHY W & WASHINGTON, FORECLOSURE-LIEN EXTINGUISHED	0026950 2015-0041425	58.41
MOYE, DOROTHY W & WASHINGTON, FORECLOSURE-LIEN EXTINGUISHED	0026950 2016-0041731	44.97
MOYE, DOROTHY W & WASHINGTON, FORECLOSURE-LIEN EXTINGUISHED	0026950 2016-0041732	44.97

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/06/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
QUINN, PEGGI SITUS ERROR/TO REBILL IN 6F	0108248 2016-0047670	487.20
RICHARDSON, IRIS B DWELLING RAZED IN 2011	0101180 2016-0048830	36.00
RITE PRICE CARS LLC PROPERTY IN DEALER INVENTORY	0110043 2016-0049143	127.55
SENSENIQ, RICHARD T & ANGELA INCORRECT SITUS-SHOULD BE 7G NOT 7N	0059891 2016-0052012	9.94
SQUIER, BRUCE PATRICK DID NOT OWN 1/1/2015	6813700 2015-0054051	19.60
TURNER, WILLIS AND DEBRA NOT TAXABLE TO CRAVEN COUNTY	0107208 2016-0058808	39.05
U S BANK NA CLERICAL ERROR ON BUSINESS PROPERTY	0093143 2016-0059128	11.23
U S BANK NA CLERICAL ERROR ON BUSINESS PROPERTY	0093143 2016-0059126	194.12
VANCEBORO-TOWN OF DWELLING UNOCCUPIED SINCE 2014	7425650 2016-0059417	36.00
VITALE, TEDDY DAVID NOT TAXABLE TO CRAVEN COUNTY	0097893 2016-0059762	549.67
WETHERINGTON, WILLIAM M VEHICLE WAS TAGGED	7718900 2016-0061684	30.02
WILLIAMS, AMANDA HRS FORECLOSURE-LIEN EXTINGUISHED	7960050 2011-0062614	61.76
WILLIAMS, AMANDA HRS FORECLOSURE-LIEN EXTINGUISHED	7960050 2012-0062565	58.16
WILLIAMS, AMANDA HRS FORECLOSURE-LIEN EXTINGUISHED	7960050 2013-0059952	48.05

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/06/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
WILLIAMS, AMANDA HRS FORECLOSURE-LIEN EXTINGUISHED	7960050 2014-0061477	44.57
WILLIAMS, AMANDA HRS FORECLOSURE-LIEN EXTINGUISHED	7960050 2015-0062864	41.09
WILLIAMS, AMANDA HRS FORECLOSURE-LIEN EXTINGUISHED	7960050 2016-0063172	44.97
WILLIAMS, KAY P HEIRS & PHILLI PER MAPPING-MISSED DEED	0095015 2016-0063424	343.69
WILLIFORD, ANITA GASKINS CORRECTED DISCOVERED PROPERTY VALUE	0108742 2016-0063662	.25
	89 -CREDIT MEMO(S)	12,706.99

REFUNDS SUBJECT TO BOARD APPROVAL ON 09/06/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
ADAMS, MICHAEL D & KIMBERLY D MOBILE HOME DOUBLE LISTED SAME ACCT	0069585 2015-0000240	203.08
ARTHUR, AMANDA RENEE DID NOT OWN 1-1-2009	0081205 2009-0090247	49.00
JONES, WARREN CARSON DID NOT OWN 1/1/2012	0023346 2012-0031059	112.43
JONES, WARREN CARSON DID NOT OWN 1/1/2011	0023346 2011-0031177	112.93
PADGETT ENTERTAINMENT INC DID NOT OWN 1/1/2014	0060806 2014-0043291	323.11
PADGETT ENTERTAINMENT INC DID NOT OWN 1/1/2015	0060806 2015-0044263	347.71
RICHARDSON, IRIS B DWELLING WAS RAZED IN 2011	0101180 2015-0048499	36.00
RICHARDSON, WARREN H & IRIS B DWELLING RAZED IN 2011	6082455 2012-0048255	36.00
RICHARDSON, WARREN H & IRIS B DWELLING RAZED IN 2011	6082455 2013-0046306	36.72
RICHARDSON, WARREN H & IRIS B DWELLING RAZED IN 2011	6082455 2014-0047370	36.00
	10 -REFUND(S)	1,292.98

**RESOLUTION
RECOGNIZING THE FAMILY
OF
CORPORAL JARED C. HALL
AS MILITARY FAMILY OF THE QUARTER**

WHEREAS, Corporal Jared C. Hall is currently stationed in the Communications and Electronics (C&E) Company aboard MCAS Cherry Point, and has greatly contributed to the equipment readiness and mission success of Marine Air Support Squadron (MASS); and

WHEREAS, Cpl. Hall's commitment to excellence and leadership within the maintenance section has led him to perform multiple software and hardware updates on two full Common Aviation Command and Control System suites, Limited Technical Inspections on six AN/MRQ-13 Communications Systems and two Processing Display System suites, which have had a direct impact on the combat readiness of this squadron; and

WHEREAS, Cpl. Hall also serves as the C&E Company Records Non-commissioned Officer (NCO), where he is responsible for the entire C&E Maintenance records program; and

WHEREAS, Cpl. Hall's perseverance and dedication have been displayed by his unrelenting pursuit of self-improvement both as a Marine and on a personal level, by volunteering for numerous hours with Girl Scouts, the Single Marine Program as part of a clean-up crew for the Croatan National Forest and Squadron events for MASS-1; and

WHEREAS, Cpl. Hall's wife, Erin Hall, has also volunteered over 150 hours at the Navy and Marine Corps Relief Society, as well as volunteering at a MASS-1 event. Together, they volunteered at a 5K in New Bern to raise money for veterans in need; and

NOW, THEREFORE, BE IT RESOLVED THAT THE CRAVEN COUNTY BOARD OF COMMISSIONERS recognizes Corporal Jared C. Hall and his family, which includes two-year old Riley, for their dedication to the community which embodies the core values of the Marine Corps, as well as their inspiration to peers and senior leaders alike.

BE IT FURTHER RESOLVED THAT THE CRAVEN COUNTY BOARD OF COMMISSIONERS congratulates them on being selected Military Family of the Quarter.

Adopted this 6th day of September 2016.

Chairman George S. Liner
Craven County Board of Commissioners

Gwendolyn M. Bryan
Clerk to the Board

CRAVEN COUNTY ABC BOARD

3493 Martin Drive
New Bern, NC 28561

Wilfred "Chip" Chagnon, Chairman
Tony Lee
Carol Crayton

Barbara Whiteman
Charles Collins
Donna Rouse

Craven County ABC Board Travel Policy

This policy establishes procedures for authorization and reimbursement of travel expenses by Employees and Board Members who are conducting Craven County ABC Board official business.

The Craven County ABC Board authorizes reimbursement for travel incurred as a function of ABC Board official business. A travel reimbursement form is available at the main office. It is imperative that this form reflect accurate information and be receipt supported. The following is a list that includes bonafide travel expense categories:

1. Travel by personal car: rate per mile as established by the ABC Board.
2. Travel by public conveyance with prior approval of the General Manager; the actual cost of fare.
3. Mileage for travel will be paid for the shortest, usually traveled route.
4. Living expenses such as meals, hotel, tips, cab fare, etc. will be reimbursed in full, except for alcohol beverages.
5. Employees and officials will be expected to commence the return to Craven County as soon as practical after the conclusion of their business.
6. Employees and officials will be reimbursed for the actual cost of special expenses paid for them from their personal funds, such as parking fees, tolls, registration fees and other related expenses.
7. Out of state travel must be authorized in advance by the General Manager or Board Chairman.
8. Reimbursement for commercial air travel will be made upon presentation of receipt for such travel at the coach rate on the least expensive airline fare offered only.
9. Travel Advances: All requests for travel advance must be made to the General Manager to allow ample time for processing. One week is the least amount of time needed providing the travel has been approved in the budget and does not require additional signatures, such as in the case of out of state travel. Travel advances will be processed and made available to the employee one business day prior to the anticipated date of departure. No employee may receive an advance while an existing advance is still outstanding. All expenses involving advances should be reconciled as soon as possible after the termination of the travel, but will not exceed three days excluding weekends. **AN EMPLOYEE MUST SETTLE HIS/HER OWN TRAVEL.** Finance will not be responsible for lost receipts.

Employee and officials traveling on a reimbursable basis for the ABC Board will keep an accurate record of their business expenses. No reimbursement will be paid without a written travel claim signed by the employee and approved by the General Manager or Board Chairman. Receipts for the cost of hotel, meals and related travel expenses must be attached to the written claim.

Reimbursement to Craven County ABC Board members to travel beyond the monthly travel allowance will be made in accordance with the following guideline:

1. Approval of out of county travel, both in state and out-of state, will be required
2. Travel which is pre-approved in the budget for specific destinations will not require additional pre-approval; however, the Chairman will authorize all travel reimbursements subsequent to the travel, upon presentation of the required documentation, and utilizing appropriate forms.
3. The Chairman or a majority of the Board will approve all other travel in advance, including travel allowances, after making a determination as to the need for the travel, expected benefits and cost effectiveness of the proposed travel.
4. A determination made by the Chairman, solely, may be appealed to the full Board by the Board Members.
5. A majority of the Board will approve all such requests for unbudgeted travel by the Chairman in advance.
6. When the Chairman has determined that the travel request conforms to the foregoing guidelines, the procedures and parameters governing travel reimbursement contained in the existing employee travel policy will apply.

Wilfred "Chip" Chagnon
Chairman

George S. Liner, Chairman
Craven County Board of Commissioners

DATE



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer August 11, 2016

Airport/Planning Area Coastal Carolina Regional

AIP Grant Number 3-37-0050-039-2016

DUNS Number 965408503

TO: The County of Craven, North Carolina
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 15, 2016, for a grant of Federal funds for a project at or associated with the Coastal Carolina Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Coastal Carolina Regional Airport (herein called the "Project") consisting of the following:

Remove Obstructions (Runway 4 Approach); Rehabilitate Taxiway B (Phase 1 Design); Rehabilitate Taxiway E (Phase 1 Design); Improve Airport Drainage (Phase 1 Design); Update Airport Master Plan Study (Phase 1); Rehabilitate General Aviation Apron (Phase 1 Design)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,106,036.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$1,106,036 for airport development or noise program implementation

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 12, 2016, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor

must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent for land project.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
20. **Ban on Texting While Driving.**
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR part 1200.

22. AIP Funded Work Included in a PFC Application:

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

- 23. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated July 2013, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

- 24. Obstruction Removal.** The Sponsor agrees to clear a portion of Parcel T1, as shown on Exhibit "A" Property Map, of the tree obstructions prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.

25. **Design Grant.** This grant agreement is being issued in order to complete the design of the projects listed as Taxiway B Rehabilitation; Taxiway E Rehabilitation; GA Apron Rehabilitation; Airport Drainage Improvements. The Sponsor understands and agrees that within 3 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

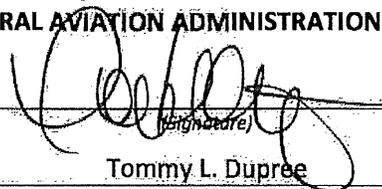
26. **Environmental. The environmental approval for this project was issued on April 29, 2016. This project includes the following mitigation measures:**

Selective tree clearing in wetland areas and in buffer areas of Brice Creek. In wetland areas, trees will be cut using handheld machinery. Mulching and grubbing will not occur in wetland areas. In buffer areas of Brice Creek, vegetation in excess of five feet in height will not be impacted.

The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Tommy L. Dupree
(Typed Name)

Assistant Manager, Memphis Airports
District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____,

The County of Craven, North Carolina

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of North Carolina. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____,

By:

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



Injury Prevention - Programs - Grants

Wayne Goodwin | Commissioner of Insurance

Rick McIntyre | Assistant State Fire Marshal

PLEASE READ ENTIRE DOCUMENT FOR COMPLIANCE

May 16, 2016

Chief Jeff Norman
Little Swift Creek Volunteer Fire Department
P.O. Box 68
Ernul, NC 28527

Dear Chief:

Congratulations! You have been selected to receive a 2016 Volunteer Fire Department Fund grant. Your department has been awarded \$10,499.63.

\$10,499.63 In state grant funds
\$10,499.64 Funds your department must provide
\$20,999.27 Total funds available

The attached Approved Equipment List has been approved for purchase(s). **No equipment will be authorized that is not on the approved equipment list or that was purchased prior to the announcement date for this grant.** Excess funds may only be used for the purchase of additional quantities of equipment already on the Approved Equipment List. (Prior written authorization from OSFM is required). No additional items will be approved. All equipment purchased through the Volunteer Fire Department Fund must remain in the possession of the Volunteer Fire organization for a minimum of five (5) years and is subject to inspection.

September 30th is the deadline for all equipment to be delivered and for invoices to be postmarked or emailed to the NC Department of Insurance-Office of State Fire Marshal. **We will not accept any faxes. We recommend that you submit your invoices to us via certified mail. Used, reconditioned, refurbished equipment (Except Federal Excess) and any equipment that is backordered on an invoice cannot be accepted.** All invoices must be submitted as one package and should be sent in as soon as possible, but not later than September 30th, since you will be issued one check.

A copy of your equipment list must be enclosed with your invoices. Please number your invoice(s) and indicate on the equipment list the corresponding number. Do not mix non-grant items on the same receipt. Failure to follow these directions may result in a delay in receiving reimbursement and your grant package being returned to you for corrections. Two of the forms necessary to complete your reimbursement request have been sent with this letter. The No Overdue Tax Form must be completed online and printed to be signed and notarized.

To enter serial numbers, get copies of forms, view the approved equipment list, or to view your application, you can log into our site at:

<https://apps.ncdoi.com/f?p=301>

Use your NCID and password to log in:

NCID USER NAME: station14

Again, congratulations on receiving a Volunteer Fire Department grant. If you have questions, please call Brian Newlin, Grant Fund Administrator at 1-800-634-7854 or email brian.newlin@ncdoi.gov.

Yours very truly,

Wayne Goodwin

Wayne Goodwin
Insurance Commissioner, State Fire Marshal

WG/bn

APPROVED EQUIPMENT LIST

Department: Little Swift Creek Volunteer Fire Department

Excess funds may only be used for purchase of additional quantities of equipment already on the Approved Equipment List (AEL). No new items will be approved. Prior written approval from OSFM is required for the expenditure of any excess funds. We will provide you with an updated equipment list if these items have been approved for the additional purchase of items already on your AEL. A copy of the new AEL will need to be submitted along with your invoices.

Any equipment purchased that is not on the AEL will not be funded. Please call us at 800-634-7854 for any equipment related questions.

Equipment serial numbers should be entered using your NCID login and password at <https://apps.ncdoi.com/f?p=301> Click on the link to add serial numbers. This office cannot issue a check without this information.

APPROVED EQUIPMENT:

Count Approved Equipment

Count	Approved Equipment
5	(*)Pager With Charger
10	Turnout Gear, Gloves
6	Flashlight
1	(*)Thermal Imaging Camera
5	Pager Programmer kit
10	Hose (State number, size and length)
2	Strainer, Barrel
1	Strainer, Low Level
2	Turnout Gear, Boots
10	Turnout Gear, Hood
1	Equipment mount

Note:

(*) Approved Equipment entries showing an asterisk require a serial number or Vehicle Identification Number (VIN)



Injury Prevention - Programs - Grants

*Wayne Goodwin | Commissioner of Insurance
Rick McIntyre | Assistant State Fire Marshal*

PLEASE READ ENTIRE DOCUMENT FOR COMPLIANCE

May 16, 2016

Chief Greg Milligan
Fort Barnwell Rural Volunteer Fire Department, Inc.
9327 NC Highway 55 West
Dover, NC 28526

Dear Chief:

Congratulations! You have been selected to receive a 2016 Volunteer Fire Department Fund grant. Your department has been awarded \$24,870.25.

\$24,870.25 In state grant funds
\$24,870.25 Funds your department must provide
\$49,740.50 Total funds available

The attached Approved Equipment List has been approved for purchase(s). **No equipment will be authorized that is not on the approved equipment list or that was purchased prior to the announcement date for this grant.** Excess funds may only be used for the purchase of additional quantities of equipment already on the Approved Equipment List. (Prior written authorization from OSFM is required). No additional items will be approved. All equipment purchased through the Volunteer Fire Department Fund must remain in the possession of the Volunteer Fire organization for a minimum of five (5) years and is subject to inspection.

September 30th is the deadline for all equipment to be delivered and for invoices to be postmarked or emailed to the NC Department of Insurance-Office of State Fire Marshal. **We will not accept any faxes. We recommend that you submit your invoices to us via certified mail. Used, reconditioned, refurbished equipment (Except Federal Excess) and any equipment that is backordered on an invoice cannot be accepted.** All invoices must be submitted as one package and should be sent in as soon as possible, but not later than September 30th, since you will be issued one check.

A copy of your equipment list must be enclosed with your invoices. Please number your invoice(s) and indicate on the equipment list the corresponding number. Do not mix non-grant items on the same receipt. Failure to follow these directions may result in a delay in receiving reimbursement and your grant package being returned to you for corrections. Two of the forms necessary to complete your reimbursement request have been sent with this letter. The No Overdue Tax Form must be completed online and printed to be signed and notarized.

To enter serial numbers, get copies of forms, view the approved equipment list, or to view your application, you can log into our site at:
<https://apps.ncdoi.com/f?p=301>

Use your NCID and password to log in:
NCID USER NAME: STATION34

Again, congratulations on receiving a Volunteer Fire Department grant. If you have questions, please call Julia Gore, Grant Fund Administrator at 1-800-634-7854 or email brian.newlin@ncdoi.gov.

Yours very truly,

A handwritten signature in cursive script that reads "Wayne Goodwin". The signature is written in dark ink and is positioned below the typed name.

Wayne Goodwin
Insurance Commissioner, State Fire Marshal

WG/cr

APPROVED EQUIPMENT LIST

Department: Fort Barnwell Rural Volunteer Fire Department, Inc.

Excess funds may only be used for purchase of additional quantities of equipment already on the Approved Equipment List (AEL). No new items will be approved. Prior written approval from OSFM is required for the expenditure of any excess funds. We will provide you with an updated equipment list if these items have been approved for the additional purchase of items already on your AEL. A copy of the new AEL will need to be submitted along with your invoices.

Any equipment purchased that is not on the AEL will not be funded. Please call us at 800-634-7854 for any equipment related questions.

Equipment serial numbers should be entered using your NCID login and password at <https://apps.ncdoi.com/f?p=301> Click on the link to add serial numbers. This office cannot issue a check without this information.

APPROVED EQUIPMENT:

Count Approved Equipment

```
=====
  5 (*)Pager With Charger
  1 (*)Hydraulic Cutter
  1 (*)Hydraulic Power Unit
  1 (*)Hydraulic Spreader
  1 (*)Hydraulic, Combo Spreader/Cutter
 20 Turnout Gear, Gloves
   5 Helmet Leather Front
   5 Helmet With Face Shield
 20 Safety Vests
   5 (*)SCBA Spare Bottle w/New Valves
   4 Turnout Gear, Boots
   4 (*)Turnout Gear, Coats
 15 Turnout Gear, Hood
   4 (*)Turnout Gear, Pants
   2 Traffic Speed Bumps
   2 Hydraulic Hose Replacement
```

Note:

(*) Approved Equipment entries showing an asterisk require a serial number or Vehicle Identification Number (VIN)

Below is a list of a equipment that Fort Barnwell Volunteer Fire Dept received on the 2016 DOI Fire Grant along with quantities, item cost and total cost for each item.

<u>Equipment</u>	<u>Quantity</u>	<u>Item Cost</u>	<u>Total</u>
Pager With Charger	5	\$ 455.00	\$2,275.00
Reflective Safety Vest	20	\$ 40.00	\$ 800.00
Leather Firefighting Boots	4	\$ 273.00	\$1,092.00
Firefighting Gloves	20	\$ 78.00	\$1,560.00
Nomex Hoods	15	\$ 24.00	\$ 360.00
Turnout Gear – Coats	4	\$1,148.00	\$4,592.00
Turnout Gear – Pants	4	\$1,401.00	\$5,604.00
Portable Traffic Speed Bumps	2	\$ 635.00	\$1,270.00
SCBA Air Bottles w/ New Valves	5	\$ 800.00	\$4,000.00
Helmets w/Faceshield & Leather Fronts	5	\$ 304.50	\$1,522.50
Hydraulic Cutter (Jaws of Life)	1	\$5,205.00	\$5,205.00
Hydraulic Spreader	1	\$6,950.00	\$6,950.00
Hydraulic Combo Tool Spreader/Cutter	1	\$5,800.00	\$5,800.00
Hydraulic Power Unit	1	\$6,800.00	\$6,800.00
Hydraulic Hoses For Tools	2	\$ 955.00	<u>\$1,910.00</u>
Total Cost			\$49,740.50

The total amount that Fort Barnwell Volunteer Fire Dept will be requesting the County Commissioners to match on this grant will be \$24,870.25.

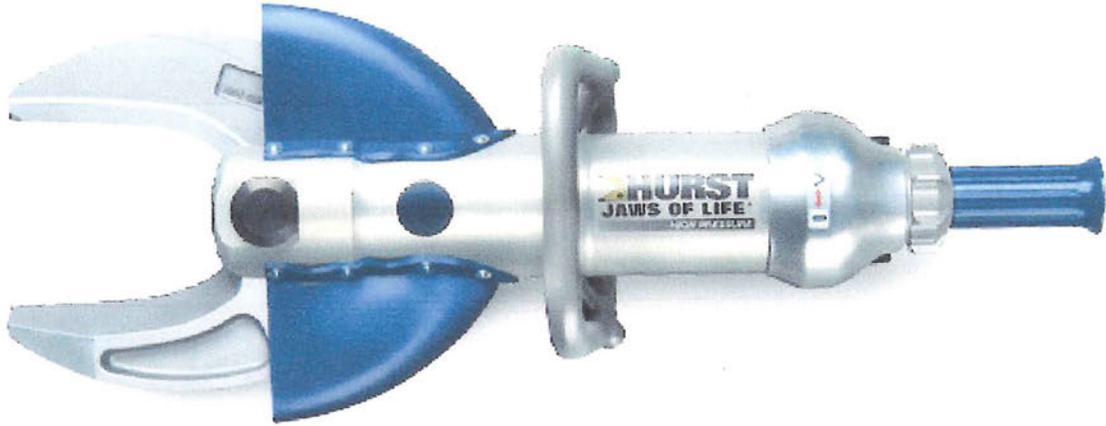
Below you will find a description of some of the equipment that was awarded to Fort Barnwell Volunteer Dept. on the 2016 DOI Fire Grant.

1. Portable Speed Bumps – these are used on MVC's (Motor Vehicle Crash). They are unrolled and placed in each lane of traffic to slow down traffic, which will help protect fire personnel on scene. Please see Attachment A
2. Hydraulic Cutter – (Jaw of Life) – this tool is used in the extrication (removal) of people that are involved in serious motor vehicle crashes. This tool is used to cut the metal of the vehicle, such as removal of vehicle doors and roofs. This cutter runs on a 10,000psi system. This will be replacing a cutter that we currently have that is 17-18 years old and only runs on a 5,000 psi system. This cutter also weighs less than our current one, which will have less fatigue on the operator. Please see Attachment B
3. Hydraulic Combo Tool – Spreader/Cutter – this tool is also used in the extrication of people in serious motor vehicle crashes. This tool will also run on the 10,000 psi system. This tool is also used to cut metal as well as spreading metal. This will be replacing a combo tool that we currently have that is 17-18 years old and only runs on a 5,000 psi system. Please see Attachment C
4. Hydraulic Spreader – this tool is also used in the extrication of people in serious motor vehicle crashes. This tool will run on the 10,000 psi system. This tool is used in the removal of doors, lifting/rolling dashboards off victims, lifting vehicles and spreading and compressing metal on vehicles. Please see Attachment D
5. Hydraulic Power Unit – this unit is used to power the hydraulic tools listed above. This is a 10,000 psi unit and will be replacing our current unit which is 10 – 11 years old and is only a 5,000 psi system. Plus, the new power unit will allow us to operate 2 tools at one time, versus our current unit, that will only allow us to operate only 1 tool at the time. Please see attachment E

ATTACHMENT A



ATTACHMENT B



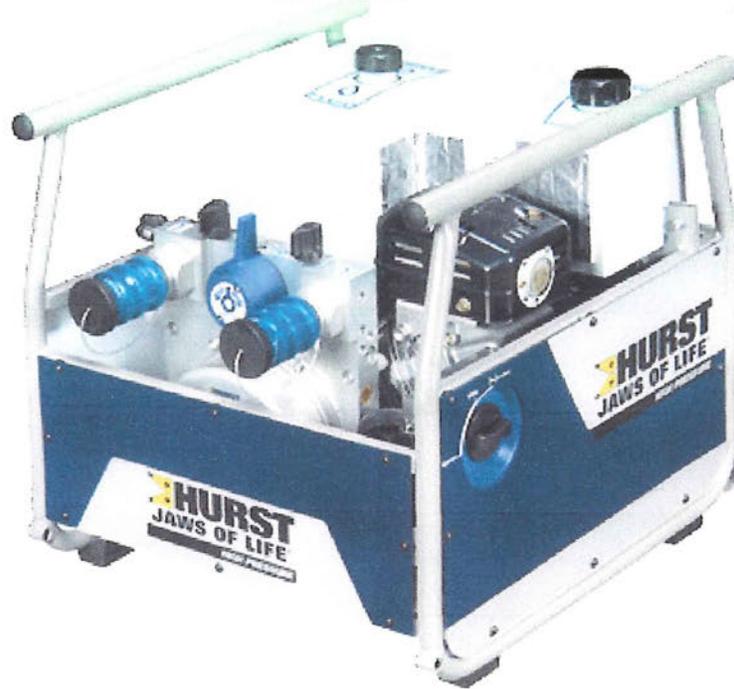
ATTACHMENT C



ATTACHMENT D



ATTACHMENT E



Craven County Hospice Update

Total Days of Care 2015- 8,836

Total Days of Care 2016- 11,170 (21% Increase from 2015-2016)

Average Length of Stay- 69 Days

National Average Length of Stay- 71 Days

Average Daily Census 2015- 27

Average Daily Census 2016- 31

Total Revenues- \$1,628,907

Total Expenses- \$1,467,713

P/L \$ 161,194

FQHC (Craven County Community Health Center) Update

Operational Site Visit- Lead site visitor had a long history of working with public entity FQHC's like us. During his exit conference he said that he was pleasantly surprised with how we operated like a business which is what they want to see. He said we were in a different category from the other health departments he had dealt with. In addition, the Executive of the North Carolina Association of Community Health Centers, Ben Money said that we were a shining star among the new starts.

We had three unmet findings which is very good for a new start, normally they have 7 or more. The three findings were:

- 1) We did not have a December meeting of the FQHC board because we were not going to have a quorum due to the regularly scheduled meeting falling near the Christmas holiday. We were instructed that we should have had two meetings in January to make up for the meeting we missed in December. The corrective action is to hold a monthly meeting each month even without a quorum.
- 2) Our sliding fee scale was too forgiving. We were sliding to 300% to lower the cost of service for our clients. We were instructed only slide to 200%. We still feel that we can set up a debt write off policy to lessen the burden on our clients as long as it is financially viable.
- 3) The clinical site visitor was not pleased with our afterhours triage line. We utilize a service through Vidant, a nurse triage line which we had never had any issues or complaints on before. We feel that this was an isolated incident.

Number of Patients 2015- 4,034

Number of Patients 2016- 4,323

Number of Visits 2015- 9,134

Number of Visits 2016- 10,069

Total Revenues- \$2,261,902

Total Expenses- \$1,806,987

P/L \$ 409,915

CRAVEN COUNTY
RESOLUTION PURSUANT TO
N.C.Gen.Stat. §143-64.32

WHEREAS, N.C.Gen.Stat. §143-64.31 requires the selection of firms to perform architectural, engineering, and surveying services by a County to be without regard to fee, after public announcement of such services; and,

WHEREAS, Craven County ("County") proposes to enter into an engineering service contract for roadway design and permitting services for a new road off of Executive Parkway, located in the Craven County Industrial Park ("Service Contract"); and,

WHEREAS, the amount of professional fees under the proposed Service Contract is estimated to be less than Fifty Thousand and No/100 Dollars (\$50,000.00); and,

WHEREAS, N.C.Gen.Stat. §143-64.32 allows a County to exempt itself from the requirements of N.C.Gen.Stat. §143-64.31, when the amount of professional fees is estimated to be less than Fifty Thousand and No/100 Dollars (\$50,000.00); and,

WHEREAS, the County finds that it is in its best interest to exempt the proposed Service Contract from the provisions of G.S. §143-64.31.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF CRAVEN COUNTY
RESOLVES:

Section 1. The above-described Service Contract is hereby made exempt from the provisions of G.S. §143-64.31 for the reasons stated in this resolution.

Section 2. This resolution shall be effective upon adoption.

Adopted this ___ day of September, 2016.

(County Seal)

CRAVEN COUNTY

GEORGE LINER, Chairman

GWENDOLYN BRYAN,
Clerk to the Board

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of August 24, 2016 (“Effective Date”) between

Craven County (“Owner”)

and Avolis Engineering, PA (“Engineer”)

Engineer agrees to provide the services described below to Owner for

**Roadway Extension Design and Permitting
Side Road off of Executive Parkway
Craven County Industrial Park**

Description of Engineer’s Services:

- Extend new side road off of Executive Parkway approximately 1,200 feet.
- Study/resolve roadway routing issues.
- Design road to NCDOT Standards.
- Obtain NCDOT approval of design including drainage.
- Obtain geotechnical evaluation and prepare pavement design.
- Provide topographic and location surveying for routing and drainage outfalls. Take into account drainage through the stream buffer.
- Locate/survey City of New Bern utilities and route road to avoid.
- Construction phase work including staking is not in this proposal.
- Obtain erosion control, stormwater and any buffer approvals/stream calls.
- Coordinate/permit any wetland impacts.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts for services, expenses, and other related charges. Payments will be credited first to interest and then to principal,

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: Agreed upon fee to be mutually established prior to additional work being performed.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located. Exclusive venue for any action, whether at law or in equity, shall be the Superior Court of Craven County.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineers services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractors work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractors work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractors work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractors failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractors agents or employees or any other persons (except Engineers own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer for the services performed as follows:

Scope of Services: Not to exceed \$20,815.00

Monthly progress payments to be made upon a mutually agreed upon schedule.

10.01 Insurance

Engineer shall, at its own expense, purchase and maintain insurance with insurance companies reasonably satisfactory to Craven County as follows:

- | | | |
|----|------------------------------|-------------|
| 1. | Workers Compensation | Statutory |
| 2. | Commercial General Liability | |
| | Per Occurrence | \$2,000,000 |
| | Aggregate | \$4,000,000 |
| 3. | Professional Liability | |
| | Per Occurrence | \$2,000,000 |
| | Aggregate | \$4,000,000 |

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: Joseph C. Avolis, President

Date Signed: _____

Date Signed: August 24, 2016

Address for giving notices:

Address for giving notices:

406 Craven Street
New Bern, NC 28560

P.O. Box 15564
New Bern, NC 28561
252-633-0068 Office
252-633-6507 Fax

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
FILE NO. 16 CVD 109

CRAVEN COUNTY)
Plaintiff,)
)
v.)
)
CINDI M. QUAY, in her capacity as Public)
Administrator of the Estate of IRIS PAGE)
WILLIAMS, et al.,)
Defendants)

ASSIGNMENT

Craven County and City of New Bern were the last and highest joint bidders for that certain parcel of real estate described as 8-003-117 in the judgment in the above-entitled cause at a sale held on July 21, 2016.

Sean Milburn has tendered a deposit of \$2,000.00 with the commissioner in the above-titled action representing a deposit in earnest such that the bid described above may be assigned to Sean Milburn, with the remainder of \$8,183.84 being paid upon approval of this assignment by Craven County and the City of New Bern

On behalf of Craven County, George S. Liner, as Chairman of the Board of Commissioners of Craven County, pursuant to his authority given by action of the Board of Commissioners of Craven County dated September 6, 2016, for consideration duly given, does hereby transfer and assign Craven County's joint bid made at the sale unto Sean Milburn, and his heirs, assigns, and devisees; and David B. Baxter, Jr., commissioner of the sale, is hereby instructed to execute and deliver a deed conveying the real property to Sean Milburn and his heirs, assigns, and devisees upon the confirmation of the sale by the Court.

On behalf of City of New Bern, Dana E. Outlaw, as Mayor of the City of New Bern, pursuant to his authority given by action of the Board of Aldermen of the City of New Bern dated _____, for consideration duly given, does hereby transfer and assign the City of New Bern's joint bid made at the sale unto Sean Milburn, and his heirs, assigns, and devisees; and David B. Baxter, Jr., commissioner of the sale, is hereby instructed to execute and deliver a deed conveying the real property to Sean Milburn and his heirs, assigns, and devisees upon the confirmation of the sale by the Court.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW**

Witness my hand and official seal, this _____ day of _____, 2016.

George S. Liner, Chairman

Attested by:

(SEAL)

Gwendolyn M. Bryan, Clerk to the Board

NORTH CAROLINA
CRAVEN COUNTY

I, _____, Notary Public for _____ County, State of North Carolina, certify that _____ personally appeared before me this day, and being by me duly sworn, acknowledged that she is clerk to the Board of County Commissioners of Craven County and that by authority duly given and as the act of the County, the foregoing instrument was signed in its name by the Chairman, sealed with its official seal, and attested by herself as clerk to the board.

Witness my hand and official seal, this _____ day of _____, 2016.

(SEAL)

Notary Public

My commission expires:

Witness my hand and official seal, this _____ day of _____, 2016.

Dana E. Outlaw, Mayor

Attested by:

(SEAL)

Brenda E. Blanco, Clerk to the Board

NORTH CAROLINA
CRAVEN COUNTY

I, _____, Notary Public for _____ County, State of North Carolina, certify that _____ personally appeared before me this day, and being by me duly sworn, acknowledged that she is clerk to the Board of Aldermen of the City of New Bern and that by authority duly given and as the act of the City, the foregoing instrument was signed in its name by the Mayor, sealed with its official seal, and attested by herself as clerk to the board.

Witness my hand and official seal, this _____ day of _____, 2016.

(SEAL)

Notary Public

My commission expires:
