

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MONDAY JULY 6, 2020
7:00 P.M.**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

1. PETITIONS OF CITIZENS
2. CONSENT AGENDA
 - A. Minutes of June 15, 2020 Regular Session
 - B. Tax Releases and Refunds
 - C. Health/WIC Budget Amendment

DEPARTMENTAL MATTERS

3. EMERGENCY SERVICES – NC DEPARTMENT OF INSURANCE (NCDOI)
COUNTY GRANT MATCH FOR FIRE DEPARTMENTS: Stanley Kite, EMS
Director
4. HEALTH: Scott Harrelson, Health Director
 - A. Federal Funding Related to COVID-19 Budget Amendment
 - B. Federal Funding Related to COVID-19 Budget Amendment
 - C. NC Community Health Center Fund Budget Amendment
5. PLANNING – GOLDEN LEAF FOUNDATION PROJECT – CRAVEN COUNTY
SCHOOLS EMERGENCY GENERATORS: Don Baumgarnder, Planning
Director
6. APPOINTMENTS
7. COUNTY ATTORNEY'S REPORT: Arey Grady
8. COUNTY MANAGERS' REPORT
9. COMMISSIONERS' REPORTS

Agenda Date: July 6, 2020

Presenter: _____

Agenda Item No. 1

PETITIONS OF CITIZENS

Board Action: Receive information

Agenda Date: July 6, 2020

Presenter: _____

Agenda Item No. 2

Board Action Required or Considered: Yes

CONSENT AGENDA

A. MINUTES OF JUNE 15, 2020 REGULAR SESSION

The Board will be requested to approve the minutes of June 15, 2020 regular session, as shown in Attachment #2.A.

B. TAX RELEASES AND REFUNDS

The Board will be requested to approve the tax releases and refunds, as shown in Attachment #2.B.

C. HEALTH/WIC BUDGET AMENDMENT

The Board will be requested to approve the budget amendment, as shown in Attachment #2.C., to fund position #232-01, Processing Unit Supervisor, and un-fund position #229-13, Processing Assistant III.

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

Agenda Date: July 6, 2020

Presenter: Stanley Kite

Agenda Item No. 3

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: EMERGENCY SERVICES – NC DEPARTMENT OF INSURANCE (NCDOI) COUNTY GRANT MATCH FOR FIRE DEPARTMENTS

Local Volunteer Fire Departments have been awarded a NC Department of Insurance (NCDOI) Grant. The grant is to assist fire departments in purchasing equipment and capital expenditures. Fire departments shall match the grant on a dollar-for-dollar basis. The following departments were awarded grants for 2020-2021:

- Little Swift Creek VFD \$29,999.50
- Ft. Barnwell VFD \$30,000.00
- No. 9 Fire & Rescue \$26,787.50
- Dover VFD \$29,707.50

Emergency Services Director, Stanley Kite, will request that the Board approve the County match of the NCDOI grant and approve the budget amendment, as shown in Attachment #3.

Board Action: Approve County grant match and budget amendment

Agenda Date: July 6, 2020

Presenter: Scott Harrelson

Agenda Item No. 4

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: HEALTH

A. FEDERAL FUNDING RELATED TO COVID-19 BUDGET AMENDMENT

Health Director, Scott Harrelson, will present the budget amendment, shown in Attachment #4.A., requesting approval of federal funding received from Health Resources & Service Administration (HRSA). Funds were awarded through the Health Center Coronavirus Aid, Relief and Economic Security (CARES) Act Funding. The purpose of these funds is to support the detection of coronavirus and/or the prevention, diagnosis, and treatment of COVID-19, including maintaining or increasing health center capacity and staffing levels during a coronavirus-related public health emergency. Funding will be used to support a wide range of in-scope activities.

Board Action: Approve budget amendment for CARES funding received from HRSA

B. FEDERAL FUNDING RELATED TO COVID-19 BUDGET AMENDMENT

Mr. Harrelson will present the budget amendment, shown in Attachment #4.B., requesting approval of federal funding received from HRSA in order to perform Expanded Coronavirus Testing (ECT). The purpose of these funds is to prevent, prepare for, and respond to coronavirus, and may be used for necessary expenses to purchase, administer, and expand capacity for testing to monitor and suppress COVID-19.

Board Action: Approve budget amendment for federal funding received from HRSA to perform ECT

C. NC COMMUNITY HEALTH CENTER FUND BUDGET AMENDMENT

NCCHCA has received grants from the Kate B. Reynolds Charitable Trust, the Biogen Foundation and the Delta Dental Foundation to distribute to NC Community Health Centers. Funds can be used to cover either programmatic or operational needs to support those working on the front lines of the COVID-19 pandemic.

Mr. Harrelson will request approval of the budget amendment shown in Attachment #4.C.

Board Action: Approve budget amendment for additional funds received by NCCHCA.

Agenda Date: July 6, 2020

Presenter: Don Baumgardner

Agenda Item No. 5

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: PLANNING – GOLDEN LEAF FOUNDATION
PROJECT-CRAVEN COUNTY SCHOOLS EMERGENCY GENERATORS**

Craven County has been notified by The Golden LEAF Foundation that we have received a grant award in the amount of \$1,393,800.00. These funds will be used to install permanent generators at five schools in Craven County. The schools included in the project are Tucker Creek Middle, West Craven Middle, Havelock Elementary, James W Smith and Arthur Edwards Elementary. After Hurricane Florence the loss of power and HVAC at Craven County schools resulted in extensive mold throughout the buildings extending the time that schools were closed after the storm and dramatically increasing the cost of repairs to the schools. These grant funds will be used to install emergency generators at the five schools that experienced the most extensive mold damage. Maintaining HVAC to prevent mold will reduce time the school will need to be closed, enabling partial re-openings, and reduce expenses incurred.

In order to move forward with this program we ask the Board of Commissioners to sign the Grant Agreement shown in Attachment #5.

Board Action: Authorize the Chairman to execute the Grant Agreement and associated documents for the Golden LEAF School Emergency Generator Project.

Agenda Date: July 6, 2020

Presenter: _____

Agenda Item No. 6

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:

- i. Adult Care Home Advisory Committee (vacancy)
- ii. Nursing Home Advisory Committee (vacancy)
- iii. Recreation Advisory Committee –(District 5 vacancy)
- iv. Regional Aging Advisory Board (vacancy)
- v. Senior Legislative Tarheel Alternate (vacancy)
- vi. Coastal Carolina Regional Airport Authority (September)
- vii. Craven County ABC Board

B. Current:

- i. **Havelock Planning Board (ETJ) –**
 - William “Alfred” Gray has submitted an application, shown in Attachment #6.B., for appointment
- ii. **Emergency Services Advisory Committee –** the following seek appointments:
 - Jedidah Stancil - Ft. Barnwell
 - Jeffrey Fedyna - Havelock Communications
 - Alexander Strickler – North State Medical Transport
- iii. **Emergency Services Advisory Committee –** the following seek re-appointments:
 - Tom Brubaker – New Bern Communications
 - Tim Brazemore – Coastal Medical Transportation
 - Chad Bradicich – Elite Medical Transportation
- iv. **Juvenile Crime Prevention Council –**
 - Catherine Hardison seeks reappointment as the Non-Profit Sector Representative
 - Jean Kenefick seeks reappointment as the Substance Abuse Representative
 - Susan Hall seeks appoint as the Trillium Representative
- v. **NC Association of a County Commissioner –**
 - Designation of Voting Delegate for the 113th Annual Conference – August 6, 2020 at 11am.

C. Upcoming: Terms expiring

- i. Recreation Advisory Council
 - Chad Braxton, District 1
 - Matt Webb, District 4
 - Daniel Miller
- ii. Havelock Board of Adjustment:
 - Reuben Mikal
 - Thomas McCarthy
- iii. Community Child Protection Team –
 - Debbie Hodges, School Designee
- iv. Fire Tax Commission –
 - Sue Arthurs, District 6
- v. Emergency Services Advisory Committee
 - Jane Sobotor – CEMC EMS
 - Debra Rogers – CEMC Emergency Dept. Director

Agenda Date: July 6, 2020

Presenter: Arey Grady

Agenda Item No. 7

Board Action Required or Considered: Yes

COUNTY ATTORNEY'S REPORT

A. FINAL OFFER TO PURCHASE REAL PROPERTY – S WEST CRAVEN MIDDLE SCHOOL RD., TAX PARCEL NUMBER 9-048-181

County Attorney, Arey Grady, will present an offer previously received and tentatively approved in the amount of \$5,000.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed were \$6,210.70. The current tax value is \$8,950.00. The offer was advertised, and there were no upset bids, the final bid being \$5,000.00.

Attachment #7.A. contains the proposed Resolution, deed and lien waiver. It is recommended that the Board give final approval of the sale and adopt the Resolution.

Board Action: Adopt resolution to accept final sale

B. INITIAL OFFER TO PURCHASE REAL PROPERTY – TAX PARCEL NUMBER 5-004-042 (NO ASSIGNED STREET ADDRESS)

Mr. Grady will present an offer received by Craven County in the amount of \$1,800.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$1,812.21. The current tax value is \$4,680.00. Attachment #7.B. contains copies of the Offer to Purchase, Foreclosure Deed, GIS information, and proposed resolution.

Should the County accept this offer, then the property will then be advertised for upset bids in accordance with the General Statutes. Once no further upset bids are timely received, the County may accept or reject the final offer.

Board Action: Adopt resolution to accept initial offer and advertise for upset bids

C. INITIAL OFFER TO PURCHASE REAL PROPERTY – TAX PARCEL 5-014-305 (865 ADAMS CREEK RD.). PREVIOUSLY PRESENTED AT THE MAY 18, 2020 BOARD OF COMMISSIONERS' MEETING, TABLED UNTIL THE JULY 6, 2020 MEETING

The County has received an Offer in the amount of \$3,000.00 for this property. The current tax value is \$3,600.00. Attachment #7.C. contains copies of the Offer to Purchase, Deed, GIS information, and proposed resolution.

The County acquired this parcel in 2007 as part of a dispute resolution with the owners at that time. The settlement amount was \$21,000.00.

Should the County accept this offer, then the property will then be advertised for upset bids in accordance with the General Statutes. Once no further upset bids are timely received, the County may accept or reject the final offer.

Board Action: Adopt resolution to accept initial offer and advertise for upset bids.

Agenda Date: July 6, 2020

Presenter: _____

Agenda Item No. 8

COUNTY MANAGER'S REPORT

Agenda Date: July 6, 2020

Presenter: _____

Agenda Item No. 9

COMMISSIONERS' REPORTS

1 THE BOARD OF COMMISSIONERS OF THE COUNTY OF CRAVEN MET IN
2 REGULAR SESSION IN THE COMMISSIONERS' ROOM OF THE CRAVEN
3 COUNTY ADMINISTRATION BUILDING, 406 CRAVEN STREET, NEW BERN,
4 NORTH CAROLINA, ON MONDAY, JUNE 15, 2020. THE MEETING CONVENE
5 AT 8:30 A.M.
6

7 **MEMBERS PRESENT:**

8 Chairman Thomas F. Mark
9 Vice Chairman Jason R. Jones
10 Commissioner Denny Bucher
11 Chairman George S. Liner
12 Commissioner Theron L. McCabe
13 Commissioner E. T. Mitchell
14 Commissioner Johnnie Sampson, Jr.
15

16 **STAFF PRESENT:**

17 Jack B. Veit, III, County Manager
18 Gene Hodges, Assistant County Manager
19 Craig Warren, Finance Director
20 Amber Parker, Human Resources Director
21 Arey Grady, County Attorney
22 Nan Holton, Clerk to the Board
23

24 Following the Pledge of Allegiance, County Attorney, Arey Grady, recited the following
25 invocation:
26

27 *Our gracious Heavenly Father, we thank You for this great County and Nation that*
28 *we call home. We thank You for blessing us so greatly since the founding of our County*
29 *and Nation.*
30

31 *The Bible says: "Blessed is the nation whose God is the Lord." So, today, Father, we ask*
32 *Your forgiveness for the sins that we as a people, and we as a County and Nation,*
33 *have committed which have led us away from You.*
34

35 *We pray that You grant wisdom and guidance to all who serve in this room. We ask*
36 *You to give clear direction as they set the course for our County, and we pray that*
37 *You lead them as they lead us. We ask You to protect those who serve this County and*
38 *Nation both here and elsewhere.*
39

40 *And we ask You to continue to bless this great County and Nation that we call home.*
41

42 *In Jesus' name we pray, amen.*
43
44

45 *Based upon the opening prayer given by Reverend Jonathan Falwell the May 2, 2019*
46 *session of the United States House of Representatives.*
47

ADOPTION OF THE FY 2020-2021 BUDGET ORDINANCE

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50 County Manager, Jack Veit, presented the Board with the FY20-21 Budget Ordinance,
51 highlighting the General Fund budget amount of \$115,426,366.00 and all the separate revenue
52 funds. He stated that Craven County was maintaining the same tax rate of \$0.5494 cents per
53 one hundred dollars; and called attention to the special district tax rates for the various county
54 fire districts.

55
56 Commissioner Liner remarked he would vote for the budget, but he is not happy it. He believes
57 too much has been pushed down the road, at a higher cost to the citizens, but doesn't have a
58 solution to resolve the issues.

59
60 Commissioner Mitchell motioned to adopt the FY 20-21 Budget Ordinance, as presented,
61 seconded by Commissioner Bucher and approved 7-0 in a roll call vote.

BUDGET ORDINANCE

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63
64
65 **BE IT ORDAINED by the Board of Commissioners of Craven County, North Carolina:**

66
67 **Section I: General Fund**

68 A. It is estimated that the following revenues will be available in the General Fund for the fiscal year
69 beginning July 1, 2020 and ending June 30, 2021.

70	Ad Valorem Taxes	\$54,658,744
	Sales Taxes	16,875,548
	Intergovernmental	21,486,605
	Charges for Services	15,562,058
	Interest	700,275
	Miscellaneous	941,532
	Transfers from Other Funds	3,785,310
	Appropriated Fund Balance	1,416,294
	Total	<u>\$115,426,366</u>

71
72
73 B. The following amounts are hereby appropriated in the General Fund for the operation of Craven
74 County Government and its activities for the fiscal year beginning July 1, 2020 and ending June 30,
75 2021.

76	Commissioners	\$975,852
	Administration	656,576
	Human Resources	618,860

Information Technology	2,534,212
Finance	1,028,975
Elections	547,832
Tax Assessor	1,259,170
Tax Collections	783,244
Register of Deeds	969,565
Public Buildings	4,825,741
Court Facilities	874,752
Maintenance	1,228,950
County Garage	443,797
Non-Departmental	1,741,225
Sheriff	7,625,146
School Resource Officers	950,452
Jail	4,949,766
Emergency Services	475,212
Communications	789,486
Rescue Squads	3,690,601
Animal Control	581,013
Inspections	697,583
Medical Examiner	160,000
CARTS	1,635,459
Environmental Health	1,111,930
Solid Waste	5,563,658
Soil Conservation	300,230
Cooperative Extension	313,639
Planning	709,746
Economic Development	825,871
Health	9,994,565
Mental Health	394,827
Social Services	19,387,066
Veterans Services	313,588
Recreation	1,148,811
Convention Center	1,130,575
Libraries	1,457,677
Craven County Schools	24,124,958
Craven Community College	4,302,300
Transfers to Other Funds	4,303,456
Total	<u>\$115,426,366</u>

77

78

79 **Section II: Seized Property Fund**

80 A. It is estimated that the following revenues will be available in the Seized Property Fund for the
81 fiscal year beginning July 1, 2020 and ending June 30, 2021.

82

Intergovernmental	<u>\$15,000</u>
Total	<u>\$15,000</u>

83

84 B. The following amounts are hereby appropriated in the Seized Property Fund for the fiscal year
85 beginning July 1, 2020 and ending June 30, 2021.

86

Public Safety Expenditures	<u>\$15,000</u>
Total.	<u>\$15,000</u>

87

88 **Section III: West of New Bern Two Fire District Fund**

89 A. It is estimated that the following revenues will be available in the West of New Bern II Fire District
90 Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

91

Ad Valorem Taxes	\$198,640
Sales Taxes	<u>69,111</u>
Total	<u>\$267,751</u>

92

93 B. The following amounts are hereby appropriated in the West of New Bern II Fire District Fund for
94 the fiscal year beginning July 1, 2020 and ending June 30, 2021.

95

Workers Compensation	\$3,200
Insurance	1,306
Capital Reserve	11,160
Payment to District	209,268
Payment to West of New Bern Fire District	<u>43,092</u>
Total	<u>\$267,751</u>

96

97

98 **Section IV: Township No. One Fire District Fund**

99 A. It is estimated that the following revenues will be available in the Township No. 1 Fire District Fund
100 for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

101

Ad Valorem Taxes	\$197,706
Sales Taxes	<u>69,707</u>
	<u><u> </u></u>

102 **Total** \$267,413

103 B. The following amounts are hereby appropriated in the Township No. 1 Fire District Fund for the
 104 fiscal year beginning July 1, 2020 and ending June 30, 2021.

105

Workers Compensation	\$4,571
Insurance	1,049
Capital Reserve	16,577
Payment to District	230,593
Payment to Little Swift Creek Fire District	14,623
Total	<u>\$267,413</u>

106

107 **Section V: Tri-Community Fire District Fund**

108 A. It is estimated that the following revenues will be available in the Tri-Community Fire District Fund
 109 for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

110

Ad Valorem Taxes	\$341,760
Sales Taxes	121,630
Charges for Services-Sandy Point	7,380
Appropriated Fund Balance	90,000
Total	<u>\$560,770</u>

111

112 B. The following amounts are hereby appropriated in the Tri-Community Fire District Fund for the
 113 fiscal year beginning July 1, 2020 and ending June 30, 2021.

114

Workers Compensation	\$4,778
Insurance	1,049
Capital Reserve	3,317
Payment to District	544,246
Payment to District for Sandy Point	7,380
Total	<u>\$560,770</u>

115

116 **Section VI: Little Swift Creek Fire District Fund**

117 A. It is estimated that the following revenues will be available in the Little Swift Creek Fire District
 118 Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

119

Ad Valorem Taxes	\$129,116
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Sales Taxes	46,247
Charges for Services-Township No. 1	14,623
Appropriated Fund Balance	<u>3,953</u>

Total **\$193,939**

120
 121 B. The following amounts are hereby appropriated in the Little Swift Creek Fire District Fund for the
 122 fiscal year beginning July 1, 2020 and ending June 30, 2021.

Workers Compensation	\$2,867
Insurance	1,049
Payment to District	175,400
Payment to District for Township No. 1	<u>14,623</u>

Total **\$193,939**

124
 125 **Section VII: Township No. Three Fire District Fund**

126 A. It is estimated that the following revenues will be available in the Township No. 3 Fire District Fund
 127 for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

Ad Valorem Taxes	\$216,319
Sales Taxes	76,811
Charges for Services-Township No. 9	<u>3,000</u>

Total **\$296,130**

129
 130 B. The following amounts are hereby appropriated in the Township No. 3 Fire District Fund for the
 131 fiscal year beginning July 1, 2020 and ending June 30, 2021.

Workers Compensation-Cove City VFD	\$3,728
Insurance-Cove City VFD	1,000
Payment to District-Cove City VFD	94,936
Payment to District for Township No. 9-Cove City	3,000
Workers Compensation-Dover VFD	1,980
Insurance- Dover VFD	836
Payment to District- Dover VFD	85,123
Workers Compensation-FT. Barnwell VFD	2,900
Insurance-FT. Barnwell VFD	682
Payment to District- FT. Barnwell VFD	<u>101,945</u>

Total **\$296,130**

134

135 **Section VIII: Township No. Five Fire District Fund**

136 A. It is estimated that the following revenues will be available in the Township No. 5 Fire District Fund
 137 for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

138

Ad Valorem Taxes	\$272,395
Sales Taxes	97,120
Charges for Services-Township No. 6	<u>2,628</u>
Total	<u>\$372,143</u>

139

140 B. The following amounts are hereby appropriated in the Township No. 5 Fire District Fund for the
 141 fiscal year beginning July 1, 2020 and ending June 30, 2021.

142

Workers Compensation	\$2,700
Insurance	1,306
Payment to District	365,509
Payment to District for Township No. 6	<u>2,628</u>
Total	<u>\$372,143</u>

143 **Section IX: Township No. Six Fire District Fund**

144 A. It is estimated that the following revenues will be available in the Township No. 6 Fire District Fund
 145 for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

146

Ad Valorem Taxes	\$206,089
Sales Taxes	73,395
Appropriated Fund Balance	<u>13,141</u>
Total	<u>\$292,625</u>

147

148 B. The following amounts are hereby appropriated in the Township No. 6 Fire District Fund for the
 149 fiscal year beginning July 1, 2020 and ending June 30, 2021.

150

Workers Compensation	\$3,891
Insurance	1,306
Payment to District	284,800
Payment to Township No. 5 Fire District	<u>2,628</u>
Total	<u>\$292,625</u>

151

152

153 **Section X: Township No. Seven Fire District Fund**

154 A. It is estimated that the following revenues will be available in the Township No. 7 Fire District Fund
 155 for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

156

Ad Valorem Taxes	\$355,069
Sales Taxes	<u>127,484</u>
Total	<u>\$482,553</u>

157

158 B. The following amounts are hereby appropriated in the Township No. 7 Fire District Fund for the
 159 fiscal year beginning July 1, 2020 and ending June 30, 2021.

160

Workers Compensation	\$10,920
Insurance	1,391
Payment to District	<u>470,242</u>
Total	<u>\$482,553</u>

161

162 **Section XI: West of New Bern Fire District Fund**

163 A. It is estimated that the following revenues will be available in the West of New Bern Fire District
 164 Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

165

Ad Valorem Taxes	\$285,431
Sales Taxes	101,812
Charges for Services-West of New Bern II Fire District	43,092
Appropriated Fund Balance	<u>15,000</u>
Total	<u>\$445,335</u>

166

167 B. The following amounts are hereby appropriated in the West of New Bern Fire District Fund for the
 168 fiscal year beginning July 1, 2020 and ending June 30, 2021.

169

Workers Compensation	\$4,017
Insurance	1,049
Payment to District	397,177
Payment to District for West of New Bern II	<u>43,092</u>
Total	<u>\$445,335</u>

170

171

172 **Section XII: Township No. Nine Fire District Fund**

173 A. It is estimated that the following revenues will be available in the Township No. 9 Fire District Fund
174 for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

175

Ad Valorem Taxes	\$177,823
Sales Taxes	63,399

Total	<u>\$241,222</u>
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176

177 B. The following amounts are hereby appropriated in the Township No. 9 Fire District Fund for the
178 fiscal year beginning July 1, 2020 and ending June 30, 2021.

179

Workers Compensation	\$5,182
Insurance	836
Capital Reserve	26,319
Payment to District	205,885
Payment to Cove City VFD	3,000

Total	<u>\$241,222</u>
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180

181 **Section XIII: Sandy Point Fire District Fund**

182 A. It is estimated that the following revenues will be available in the Sandy Point Fire District Fund for
183 the fiscal year beginning July 1, 2020 and ending June 30, 2021.

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Ad Valorem Taxes	\$6,674
Sales Taxes	2,357

Total	<u>\$9,031</u>
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185

186 B. The following amounts are hereby appropriated in the Sandy Point Fire District Fund for the fiscal
187 year beginning July 1, 2020 and ending June 30, 2021.

188

Capital Reserve	\$1,651
Payment to Tri-Community VFD	7,380

Total	<u>\$9,031</u>
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Section XIV: Emergency Telephone System Fund

A. It is estimated that the following revenues will be available in the Emergency Telephone System Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

Intergovernmental	\$153,449
Appropriated Fund Balance	<u>23,993</u>
Total	<u>\$177,442</u>

B. The following amounts are hereby appropriated in the Emergency Telephone System Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

E-911 Operating Expenses	<u>\$177,442</u>
Total	<u>\$177,442</u>

Section XV: Occupancy Tax Trust Fund

A. It is estimated that the following revenues will be available in the Occupancy Tax Trust Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

Other Taxes-Occupancy Tax	\$1,647,050
Miscellaneous	<u>5,000</u>
Total	<u>\$1,652,050</u>

B. The following amounts are hereby appropriated in the Occupancy Tax Trust Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

Operating Expenses	\$50
City of Havelock	97,000
Tourism Development Authority	620,000
Transfer to General Fund	<u>935,000</u>
Total	<u>\$1,652,050</u>



211 **Section XVI: School Debt Service Fund**

212 A. It is estimated that the following revenues will be available in the School Debt Service Fund for the
213 fiscal year beginning July 1, 2020 and ending June 30, 2021.

214	Transfer from General Fund – Restricted Sales Taxes	<u>\$4,239,783</u>
	Total	<u>\$4,239,783</u>

215
216 B. The following amounts are hereby appropriated in the School Debt Service Fund for the fiscal year
217 beginning July 1, 2020 and ending June 30, 2021.

218	Debt Service Expenses	<u>\$4,239,783</u>
	Total	<u>\$4,239,783</u>

219
220 **Section XVII: Capital Reserve Fund**

221 A. It is estimated that the following revenues will be available in the Capital Reserve Fund for the fiscal
222 year beginning July 1, 2020 and ending June 30, 2021.

223	Appropriated Fund Balance	<u>\$2,702,310</u>
	Total	<u>\$2,702,310</u>

224
225 B. The following amounts are hereby appropriated in the Capital Reserve Fund for the fiscal year
226 beginning July 1, 2020 and ending June 30, 2021.

227	Transfer to General Fund	<u>\$2,702,310</u>
	Total	<u>\$2,702,310</u>

228
229 **Section XVIII: School Capital Fund**

230 A. It is estimated that the following revenues will be available in the School Capital Fund for the fiscal
231 year beginning July 1, 2020 and ending June 30, 2021.

232	County Capital Appropriation	<u>310,000</u>
	Total	<u>\$310,000</u>

233
 234 B. The following amounts are hereby appropriated in the School Capital Fund for the fiscal year
 235 beginning July 1, 2020 and ending June 30, 2021.

236

<u>Schools-Capital Outlay – Category I Projects over \$100,000</u>	
1. Havelock High School (gym floor replacement)	\$160,000
2. New Bern High School (corridor fire door replacements)	<u>150,000</u>
Total	<u>\$310,000</u>

237
 238 **Section XIX: Water Fund**

239 A. It is estimated that the following revenues will be available in the Water System Fund for the fiscal
 240 year beginning July 1, 2020 and ending June 30, 2021.

241

Charges for Services	\$3,893,500
Interest	100,000
Miscellaneous	<u>131,800</u>
Total	<u>\$4,125,300</u>

242
 243 B. The following amounts are hereby appropriated in the Water System Fund for the fiscal year
 244 beginning July 1, 2020 and ending June 30, 2021.

245

Operations	\$3,316,350
Debt Service	<u>808,950</u>
Total	<u>\$4,125,300</u>

246
 247 **Section XX: Northwest Craven Water and Sewer Fund**

248 A. It is estimated that the following revenues will be available in the Northwest Craven Water and
 249 Sewer Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

250

Transfer from Water Fund	<u>\$92,971</u>
Total	<u>\$92,971</u>

251
 252 B. The following amounts are hereby appropriated in the Northwest Craven Water and Sewer Fund
 253 for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

254

Debt Service	<u>\$92,971</u>
--------------	-----------------

Total	<u>\$92,971</u>
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255

256 **Section XXI: Self-Insurance Fund**

257 A. It is estimated that the following revenues will be available in the Self-Insurance Fund for the fiscal
 258 year beginning July 1, 2020 and ending June 30, 2021.

259

Charges for Services	\$6,530,500
Transfer from General Fund	<u>50,000</u>

Total	<u>\$6,580,500</u>
--------------	---------------------------

260

261 B. The following amounts are hereby appropriated in the Self-Insurance Fund for the fiscal year
 262 beginning July 1, 2020 and ending June 30, 2021.

263

Health and Dental Benefits	\$6,030,000
Workers Compensation	500,500
Auto Physical Damage	<u>50,000</u>

Total	<u>\$6,580,500</u>
--------------	---------------------------

264

265 **Section XXII: Levy of Taxes**

266 There is hereby levied a tax at the rate of \$0.5494 cents per one hundred dollars (\$100) valuation of
 267 property listed for taxes as of January 1, 2020, for the purpose of raising the revenue listed as "Current
 268 Year Property Tax" in the General Fund section of this Ordinance. The tax rate is based on an estimated
 269 total valuation of property for the purpose of taxation of \$9,900,000,000 and an estimated collection
 270 rate of 99.32 percent.
 271

272 **Section XXIII: Levy of Taxes – Fire/Special Service Districts**

273 There is hereby levied the following special district tax rates for County fire districts. These tax rates are
 274 levied per one hundred dollars (\$100) valuation of property listed for taxes as of January 1, 2020, for
 275 the purpose of raising revenue in the following Fire Districts.
 276

	<u>Tax Rate per \$100 Valuation</u>	<u>Estimated Valuation</u>
West of New Bern Two	0.0400	\$500,000,000
Township No. One	0.0269	740,000,000
Tri-Community	0.0555	620,000,000
Little Swift Creek	0.0650	200,000,000
Township No. Three	0.0900	242,000,000

Township No. Five	.06530	420,000,000
Township No. Six	0.0500	415,000,000
Township No. Seven	0.0250	1,430,000,000
West of New Bern	0.0391	735,000,000
Township No. Nine	0.0746	240,000,000
Sandy Point Special Service District	0.0672	10,000,000

277

278 **Section XXIV: Budget Administration**

279 The County Manager, as Budget Officer, is hereby authorized to transfer appropriations as contained
280 herein to enforce policy under the following conditions:

281

282 a. The Budget Officer is authorized to make line item transfers within each department.

283

284 b. The Budget Officer is authorized to transfer between departments within the same fund amounts
285 not to exceed \$20,000.

286

287 c. The Budget Officer is authorized to loan dollars between funds for the purpose of maintaining a
288 constant cash flow, provided that such funds are repaid in the scope of this fiscal year.

289

290 d. The Budget Officer is authorized to freeze any new/vacant positions until such time as the necessity
291 and imperativeness can be ascertained and assuredness of available fiscal funding can be better
292 determined.

293

294 e. The Budget Officer is further authorized to decide the time any capital improvements or capital
295 outlay items in the budget may be processed.

296 **Section XXV: Copies of the Ordinance**

297 Copies of this Budget Ordinance shall be furnished to the Budget Officer, Finance Director, and Tax
298 Administrator for direction in carrying out the duties of that office.

299

300

301

302 This Ordinance is hereby adopted this 15th day of June, 2020.

303

304 **CONSENT AGENDA**

305

306 Commissioner Bucher motioned to approve the consent agenda, inclusive of the Minutes of
307 June 1, 2020 Regular Session, and May 22, 2020, May 28, 2020 and June 3, 2020 Reconvened
308 Sessions, Tax Releases and Refund, EMS Budget Amendment and Schools Budget
309 Amendment. The motion was seconded by Commissioner Mitchell and approved 7-0 in a roll
310 call vote.

311

312 *Credits*

313

314 **TAXPAYER NAME** **TICKET#** **AMOUNT**

315

316 CUMBO FUNERAL HOME 2010-12180 \$988.73

317 DID NOT OWN JANUARY 1

318

319 CUMBO FUNERAL HOME 2011-90439 \$940.85

320 DID NOT OWN JANUARY 1

321

322 CUMBO FUNERAL HOME 2012-90591 \$890.46

323 DID NOT OWN JANUARY 1

324

325 FERGUSON, BENJAMIN JAMES 2019-212188 \$9.92

326 DID NOT OWN JANUARY 1

327

328 HERNANDEZ, ANTONIO 2010-23983 \$54.98

329 RECYCLE FEE CORRECTION

330

331 HUDSON, PATSY M 2019-211915 \$106.10

332 DID NOT OWN JANUARY 1

333

334 MACKAY, NORMAN 2019-212692 \$229.22

335 DOUBLE BILLED

336

337 MACKAY, NORMAN 2019-400163 \$297.46

338 DOUBLE BILLED

339

340 MACKAY, NORMAN 2019-400166 \$260.84

341 DOUBLE BILLED

342

343 MORAN, ROSARIO 2019-201423 \$424.90

344 INCORRECT OWNER/REBILL

345

346 NAZARIO, MICHELLE 2019-206755 \$97.32

347 NOT TAXABLE TO CRAVEN COUNTY

348

349 NOVAK, DAVID 2017-91286 \$65.19

350 DID NOT OWN JANUARY 1

351

352 NOVAK, DAVID 2018-43950 \$53.66

353 DID NOT OWN JANUARY 1

354

355 NOVAK, DAVID 2019-209996 \$48.71

356 DID NOT OWN JANUARY 1

357

RG061520

DRAFT

358	ORDIWAY, HEATHER MARIE	2019-207399	\$134.93
359	DOUBLE BILLED		
360			
361	RCHAM, PYO	2019-204158	\$132.28
362	DID NOT OWN JANUARY 1		
363			
364	RCHAM, PYO	2018-48300	\$55.31
365	DID NOT OWN JANUARY 1		
366			
367	RICHARDS, JANE HRS	2010-43358	\$279.80
368	DID NOT OWN JANUARY 1		
369			
370	RICHARDS, JANE HRS	2011-48211	\$266.70
371	DID NOT OWN JANUARY 1		
372			
373	RICHARDS, JANE HRS	2012-48139	\$253.07
374	DID NOT OWN JANUARY 1		
375			
376	RICHARDS, JANE HRS	2013-46193	\$230.59
377	DID NOT OWN JANUARY 1		
378			
379	RICHARDS, JANE HRS	2014-47258	\$217.63
380	DID NOT OWN JANUARY 1		
381			
382	RICHARDS, JANE HRS	2015-48424	\$204.67
383	DID NOT OWN JANUARY 1		
384			
385	RICHARDS, JANE HRS	2016-48755	\$196.47
386	DID NOT OWN JANUARY 1		
387			
388	RICHARDS, JANE HRS	2017-48948	\$183.15
389	DID NOT OWN JANUARY 1		
390			
391	RICHARDS, JANE HRS	2018-48940	\$169.83
392	DID NOT OWN JANUARY 1		
393			
394	ROBERSON, KENNETH	2016-91437	\$313.27
395	DOUBLE BILLED		
396			
397	ROBERSON, KENNETH	2017-49622	\$286.94
398	DOUBLE BILLED		
399			
400	ROBERSON, KENNETH	2018-49617	\$261.47
401	DOUBLE BILLED		
402			
403			

404	ROBERSON, KENNETH	2019-209021	\$265.49
405	DOUBLE BILLED		
406			
407	WELLS, MATTHEW RYAN	2019-208372	\$83.96
408	DID NOT OWN JANUARY 1		
409			
410	WILLIS, JOSEPH SHANE	2019-208984	\$54.85
411	DID NOT OWN JANUARY 1		
412			
413		32 – CREDIT MEMO (S)	\$8,058.75
414			

Refund

415			
416			
417	RCHAM, PYO	2018-48300	\$60.50
418	DID NOT OWN JANUARY 1		
419			
420		1 – REFUND	\$60.50
421			
422			

Fire Departments

423	REVENUES		EXPENDITURES	
424	AMOUNT		AMOUNT	
425	2010000-39901	\$ 18.00	2010000-39901	\$ 18.00
426	Fund Balance		Vanceboro Gen Ins	
427	2030000-39901	\$ 148.00	2034340-44600	\$ 148.00
428	Fund Balance		Little Swift Creek Gen Ins	
429	2060000-39901	\$ 723.00	2064340-44600	\$ 723.00
430	Fund Balance		Twp No 6 Gen Ins	
431	2080000-39901	\$ 18.00	2084340-44600	\$ 18.00
432	Fund Balance		West New Bern Gen Ins	
433	2090000-39901	\$ 268.00	2094340-44600	\$ 268.00
434	Fund Balance		Twp No 9 Gen Ins	
435	TOTAL	\$1,175.00	TOTAL	\$1,175.00
436				
437				

Justification: Transfer to cover General Insurance for Fire and EMS on VFIS invoice dated 4/16/20 in the amount of \$21,297.00

Craven County Schools

443	REVENUES		EXPENDITURES	
444	AMOUNT		AMOUNT	
445	3050000-29999	\$2,281.00	3056110-48011	\$2,281.00
446	Current Year Fund Balance		Debt Service – Interest	
447				
448				
449				

450 TOTAL \$2,281.00 TOTAL \$2,281.00

451
 452 **Justification:** The Qualified School Construction Bond (Q-SCB) rebate decreased from last
 453 fiscal year creating a shortage in the debt service line.

454
 455 Commissioner Sampson informed the Commissioners of a called meeting with the Craven
 456 County Board of Education and Superintendent Tuesday, June 16, 2020 at 6:00 p.m.

457
 458 **COMMUNITY CHILD PROTECTION TEAM/COMMUNITY FATALITY**
 459 **PREVENTION TEAM PRESENTATION**

460
 461 Chairperson, Sandra Kutkuhn, provided the Board with the CCPT/CFPT annual presentation for
 462 2019. Her topics outlined:

- 463 ▪ Status and statistics
- 464 ▪ Reports of abuse and neglect
- 465 ▪ Newborns testing positive for drugs
- 466 ▪ In-home cases
- 467 ▪ Foster care statistics
- 468 ▪ Resources provided
- 469 ▪ Child fatalities
- 470 ▪ Achievements and recommendations moving forward

471
 472 There was discussion regarding the impact that substance abuse continues to have, and the lack
 473 of foster care families. A request was made to facilitate an increase in the days and times that
 474 the local fire departments can do child car seat installations.

475
 476 **DEPARTMENTAL MATTERS: SHERIFF**

477
 478 *State Criminal Alien Assistance Program (SCAAP) Grant – Budget Amendment*

479
 480 Captain Pat McCain presented a budget amendment request for the State Criminal Alien
 481 Assistance Program Grant (SCAAP).

482
 483 He stated that the State Criminal Alien Assistance Program (SCAAP) grant was projected to
 484 bring in \$5,000 in revenue. There is a surplus of \$4,801. These funds would be used to support
 485 the cost of five televisions (\$229) each that will serve as monitors for the Detention Center
 486 Administration and Detention Center staff to be able to observe inmate and staff activity.
 487 Additionally, the detention staff will purchase electronic storage devices for documentation and
 488 sharing of relevant information regarding inmate welfare, safety and security. Lastly, he
 489 requested the ability to purchase staff radios for the Detention Center staff, the current radios
 490 are aged and worn out.

491
 492 Commissioner McCabe motioned to approve the following budget amendment, as requested,
 493 seconded by Commissioner Mitchell and approved 7-0 in a roll call vote.

496 *Sheriff Department*

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REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1014316-33201	\$4,801.00	1014316-43240	\$4,801.00
SCAAP Grant		Supplies – Other	
TOTAL	\$4,801.00	TOTAL	\$4,801.00

506 *Fuel – Budget Amendment*

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Captain Tony Lee presented a budget amendment request in the amount of \$25,000 for fuel consumption for the Sheriff’s Office vehicles through the remainder of the current fiscal year. He stated that the Sheriff’s Office is expecting a shortfall in the current budgeted fuel line. This shortfall is the result of fluctuating fuel prices and increased fuel consumption. Rising fuel prices are difficult to predict, as a result staff are preparing for a possible spike in fuel cost as recovery from the COVID-19 pandemic continues. In addition, all divisions of the Sheriff’s Office have increased patrol across Craven County, resulting in more consumption of fuel. The department has also created and expanded several divisions to add additional personnel resulting in increased fuel consumption.

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Lastly, he reported the School Resource Officers (SROs) are escorting school buses on a daily basis to assist with meal delivery for students who are out of school due to COVID-19. SRO’s are also working with patrol to take calls for service and have increased their patrol.

522
523

Commissioner McCabe motioned to approve the following budget amendment, as requested, seconded by Commissioner Bucher and approved 7-0 in a roll call vote.

524

525 *Sheriff’s Office*

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REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1010000-39901	\$25,000.00	1014310-43101	\$25,000.00
Current FY Balance		Vehicle Expense – Fuel and Other	
TOTAL	\$25,000.00	TOTAL	\$25,000.00

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There was discussion regarding the relationship with the City, utilizing their fuel pumps, and the lack of notice when they are cut off during an emergency. Conversations with the Mayor and a few of the Aldermen indicated lack of awareness of the issue.

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Conversation between the Commissioners and the Sheriff regarding the use of vehicles at construction sites, burning fuel, commenced. The rate is going to \$10/hour on July 1, 2020 for this service.



542 *Additional Revenue to Offset Increased Expenses and Salary Shortages – Budget Amendment*
 543

544 Captain Lee presented a budget amendment request to offset salary shortages. He explained
 545 that expenditure overages for the Detention Center line, “Supplies-Inmate Welfare”, are the
 546 result of increased out of county and NC DOC inmates being housed in the jail facility,
 547 resulting in increased canteen (snacks/hygiene products) being purchased causing an increase in
 548 revenue. An increase in the inmate population from other counties and NC DOC has resulted in
 549 additional food service cost and expenses. These expenses will be offset by increased revenue
 550 related to the housing of out of county and NC DOC inmates. He highlighted that an overage
 551 has occurred in part-time salaries as a result of the heavy workload experienced by the Craven
 552 Animal Protective Services Division (CAPS). This division has a high call volume in relation
 553 to animal cruelty and neglect response and investigations. An overage has occurred in full-time
 554 salaries as a result of a recent payout with the resignation of a deputy that was not in the budget.
 555

556 Commissioner McCabe motioned to approve the following budget amendment, as requested,
 557 seconded by Commissioner Mitchell and approved 7-0 in a roll call vote.
 558

559 *Sheriff's Office (2001)/Jail (2008)*
 560

561	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
562				
563	1014316-34440	\$ 78,000.00	1014316-43226	\$ 78,000.00
564	SVC Fees – Inmate Welfare		Supplies – Inmate Welfare	
565	1014316-34929	\$108,850.00	1014316-44004	\$ 90,705.00
566	Intrgov Fees – Outside Counties		Food Service	
567			1014310-41004	\$ 8,000.00
568			Part-time Salaries	
569			1014314-41002	\$ 8,842.00
570			Full-time Salaries	
571			10144314-41101	\$ 248.00
572			FICA	
573			1014314-41102	\$ 583.00
574			NC Retirement	
575			1014314-41104	\$ 172.00
576			Workers Comp	
577			1014314-41105	\$ 300.00
578			401K LEO	
579				
580	TOTAL	\$186,850.00	TOTAL	\$186,850.00

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DEPARTMENTAL MATTERS: SOCIAL SERVICES

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HCCBG/Senior Center Operations Fund

Craven County Department of Social Services has received a reallocation of unspent funds from the Home & Community Care Block Grant (HCCBG) from the Division of Aging for Fiscal Year 2019-2020 to be used for Senior Operations. Funding is 90% Fed/State with a 10% County match.

Social Services Director, Geoffrey Marett, requested that the Board approve the following budget amendment. Commissioner Liner motioned to approve the budget amendment, as requested, seconded by Commissioner Sampson and approved 7-0 in a roll call vote.

DSS/Senior Meals Program

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
10152173-33107	\$4,546.00	1015217-43240	\$5,051.00
Fund Balance		Other Supplies	
1010000-39901	\$ 505.00		
Fund Balance			
TOTAL	\$5,051.00	TOTAL	\$5,051.00

Additional Foster Care IV-B and IV-E Funds

Mr. Marett requested that the Board approve the following budget amendment for additional Foster Care IV-B and IV-E funding in order to fund foster care board payments through year end.

He explained that foster care IV-B funds are reimbursed at 50% for eligible room and board payments, and foster care IV-E funds are reimbursed at approximately 66% Federal funds and 17% State funds for eligible room and board payments.

Commissioner Sampson motioned to approve the budget amendment, as requested, seconded by Commissioner McCabe and approved 7-0 in a roll call vote.

DSS 1015213

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1015213-33423	\$22,500.00	1015213-43921	\$45,000.00
1010000-39901	\$22,500.00		
1015213-33422	\$16,600.00	1015213-43928	\$20,000.00
Foster Care IV-E		Foster Care IV-E	

634	1010000-39901	\$ 3,400.00		
635	Fund Balance			
636				
637	TOTAL	\$65,000.00	TOTAL	\$65,000.00

638
639 *Medicaid Transportation Additional Funds – Budget Amendment*

640
641 Mr. Marett requested that the Board approve the following budget amendment reflecting
642 additional funds due to Medicaid Transportation costs exceeding the original allocation. There
643 is no County cost.

644
645 Commissioner Bucher motioned to approve the budget amendment, as requested, seconded by
646 Commissioner Sampson and approved 7-0 in a roll call vote.

647
648 **DSS 1015213**

649	650	651	652	653	654
	REVENUES	AMOUNT	EXPENDITURES	AMOUNT	
651	1015213-33434	\$20,000.00	1015213-43920	\$20,000.00	
652	Medicaid Trans Ser Admin		Medicaid Transportation		
653					
654	TOTAL	\$20,000.00	TOTAL	\$20,000.00	

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658 **DEPARTMENTAL MATTERS: CARTS**

659
660 *Authorization to Submit 5307 CARES Act Funding*

661
662 Transportation Director, Kelly Walker, reported that President Trump signed the Coronavirus
663 Aid, Relief, and Economic Security (CARES) Act on March 27, 2020. The CARES Act
664 provides funds to prevent, prepare for, and respond to COVID-19. CARTS has been allocated
665 \$1,860,043 of 5307 CARES Act Funds. The CARES Act funding is in addition to regular 5307
666 funding and allows for many exceptions to normal requirements. She stated that these funds are
667 available at a 100% federal funding level, meaning there is no local match requirement for
668 eligible expenses. Regular 5307 funding requires a local match ranging from 15% - 50%,
669 determined by the project. Operating assistance is a 50% local match. The 5307 CARES Act
670 funding is available until expended; there is no lapse date. It should be noted, however, that
671 Congress has the authority to rescind the funding at any time. The Federal Transit
672 Administration (FTA) maintains a frequently asked questions reference on their website. The
673 link for that document is <https://www.transit.dot.gov/frequently-asked-questions-fta-grantees-regarding-coronavirus-disease-2019-covid-19#CARES>.
674

675
676 She highlighted that the information being presented is conceptual only and contingent upon
677 availability and preferences of how projects evolve. While the CARES Act funding is a 100%
678 reimbursement for eligible expenses, some of the projects being presented may commit future
679 Boards to future local match requirements when CARES Act funding is no longer available.

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682

Mr. Veit requested that Ms. Walker to through the five year plan, as follows:

Amount of 5307 CARES Act Funding:

100%
reimbursement
CARES Act

March-June 2020 Operating Assistance	\$60,000
March - June 2020 Preventive Maintenance	\$20,000
Total Amount for this section	\$80,000

Remaining CARES Act funding: **\$1,780,043**

FY2020-2021

Fixed Route Expenses (includes replacement calculation)	\$220,000
Other expenses (overhead, fuel, etc.)	\$60,000
Bus stop signs, poles, installation	\$15,000
Sneeze shields fro drivers	\$5,000
Lift guards	\$20,000
Fixed Route Re-branding costs	\$15,000
Enhanced employee training	\$1,500
Replacement Admin vehicle (equivalent to Ford Escape)	\$8,500

Total Amount for this section **\$345,000**

Remaining CARES Act funding: **\$1,435,043**

FY2021-2022

Fixed Route Expenses (includes replacement calculation)	\$220,000
Other expenses (overhead, fuel, etc.)	\$60,000
Radio equipment replacement; talk with VIPER if needed; \$3500 per	\$45,000
Scheduling Software replacement including bells and whistles	\$35,000
Fare collection innovations	\$20,000
Sneeze shields behind seats for passengers	\$20,000
Replacement vehicle from 5339 inventory	\$80,000
Special Training Aids (wheelchair etc)	\$5,000
General safety updates (first aid kits, masks, etc.)	\$5,000
Enhanced CTTA training or TSI training towards certification	\$7,000
Security related	\$25,000

Total Amount for this section **\$522,000**

Remaining CARES Act funding: **\$913,043**

FY2022-2023

Fixed Route Expenses (includes replacement calculation)	\$225,000	
Other expenses (overhead, fuel, etc.)	\$62,500	
Fixed Route Bus Stop amenities (STIP?)	\$60,000	
Replacement vehicle from 5339 inventory	\$80,000	
Enhanced CTTA training or TSI training towards certification	\$7,000	
Security related	\$25,000	
Total Amount for this section	\$459,500	
Remaining CARES Act funding:		\$453,543

FY2023-2024		
Fixed Route Expenses (includes replacement calculation)	\$230,000	
Other expenses (overhead, fuel, etc.)	\$62,500	
Fixed Route Bus Stop amenities (STIP?)	\$60,000	
Fixed Route Here Comes My Bus App or similar	\$25,000	
Enhanced CTTA training or TSI training towards certification	\$7,000	
Vanpool; Fleet expansion; STIP required	\$69,043	
Total Amount for this section	\$453,543	
Remaining CARES Act funding:		\$0

highlight notates a purchase where the remaining 60% would go into a 5311 CARES Act Capital application, yet to be released by NCDOT

683 Much discussion ensued regarding what happens after five years, given that the new route
 684 created benefits the City of New Bern. Mr. Veit summarized that utilizing the CARES Act
 685 permits the County to implement this new route to determine if ridership deems it successful. If
 686 so, he indicated you present the data to create partnerships to continue funding it; if no interest,
 687 then the route could be discontinued. The Board requested to know the cost to create this new
 688 fixed route and it was determined that there would be a \$25,000 delta between the total cost and
 689 other funding that is available. There was hesitation expressed on how this benefits a particular
 690 part of the County while ignoring other districts. It was further explained that the federal
 691 funding is for the urban component of CARTS only. Mr. Veit emphasized that the money has
 692 already been allocated, but CARTS needs to submit their plan on how they are going to spend
 693 it, and the plan CARTS is proposing can be amended at any time along the way.

694
 695 Commissioner Mitchell motioned to approve the submission of a 5307 CARES Act application
 696 based on the five year budget plan presented, seconded by Commissioner Sampson and
 697 approved 7-0 in a roll call vote.

698
 699
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 701

702 *Additional EDTAP Funding Request – Budget Amendment*

703
704 Ms. Walker reported that the North Carolina Department of Transportation/Integrated Mobility
705 Division (NCDOT/IMD) authorized \$105,748 in Elderly and Disabled Transportation Program
706 (EDTAP) funding for Craven County during FY2019-2020. The original budgeted amount was
707 estimated by CARTS to be \$90,472. CARTS received \$15,276 in funding above the estimated
708 amount.

709
710 She requested that the Board approve the following budget amendment reflecting the additional
711 \$15,276 in EDTAP funding received from NCDOT/IMD for FY2019-2020.

712
713 Commissioner Liner motioned to approve the budget amendment, as requested, seconded by
714 Commissioner McCabe and approved 7-0 in a roll call vote.

715
716 **CARTS**

717	718	719	720	721	722	723	724
	REVENUES	AMOUNT		EXPENDITURES		AMOUNT	
	1014514-33308	\$15,276.00		1014514-43925		\$15,276.00	
	EHTAP Grant			County System Transportation			
	TOTAL	\$15,276.00		TOTAL		\$15,276.00	

725 **DEPARTMENTAL MATTERS: SOLID WASTE – REFUSE STICKER TURN IN**
726 **BUDGET AMENDMENT**

727
728 Solid Waste Director, Steven Aster, reported that the Solid Waste department has seen a
729 significant increase in refuse stickers collected curbside by the contractor GFL, Inc. The
730 increase was noticed mid-February and has steadily increased monthly.

731
732 He highlighted year to date, GFL has collected 233,976 refuse stickers from curbside collection
733 in Craven County with one month remaining. Last year’s refuse sticker total was 235,819.

734
735 In FY 2019-2020, GFL has averaged 21,270 refuse stickers per month. The increase of 1,619
736 per month has caused the shortfall.

737
738 Mr. Aster requested that the Board approve the following budget amendment. Commissioner
739 Jones motioned to approve the budget amendment, as requested, seconded by Commissioner
740 Mitchell and approved 7-0 in a roll call vote.

741
742 **Solid Waste**

743	744	745	746	747
	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
	1010000-39901	\$72,500.00	1014720-44060	\$72,500.00
	Current Year Fund Balance		Refuse Sticker Turn in	



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TOTAL \$72,500.00 TOTAL \$72,500.00

DEPARTMENTAL MATTERS: HUMAN RESOURCES

Human Resources Director, Amber Parker, presented the following amendments to *Article XI Employee Benefits, Section 2. Health Care Coverage for Retirees* for the Board’s approval.

She stated that the Craven County self-insured health insurance plan will experience a 5% rate increase for FY 20-21. The rates of retiree health insurance paid by the County are specified in the Craven County Personnel Resolution based upon FY 19-20 rates as shown in the current policy language. The 5% increase will be passed along to be paid by retirees unless the above-referenced policy is amended to reflect the FY 20-21 rates as shown in the proposed policy language.

Commissioner Bucher motioned to approve the policy changes to Article XI Employee Benefits, Section 2. Health Care Coverage for Retirees, as requested, seconded by Commissioner Mitchell and approved unanimously.

Proposed Policy Language

Craven County will provide the following specified amounts for medical insurance premiums for the benefit of the retiree, based on the retiree’s years of service with the Retirement System.

30 years of service	\$695.00 per month
29 years of service	\$660.00 per month
28 years of service	\$626.00 per month
27 years of service	\$591.00 per month
26 years of service	\$556.00 per month
25 years of service	\$521.00 per month
24 years of service	\$487.00 per month
23 years of service	\$452.00 per month
22 years of service	\$417.00 per month
21 years of service	\$382.00 per month
20 years of service	\$348.00 per month

Ms. Parker presented the following amendments to *Article VIII. Leave of Absence, Section 32. Law Enforcement - Kelly Leave Time*

She stated that Kelly leave time is an optional hour for hour leave benefit Craven County elected to provide to non-exempt law enforcement employees to provide additional compensation for hours worked between 161 and 171 in a 28 day work period since they are not eligible to receive compensatory time at a rate of time and half until they have worked 171 hours. The Kelly leave time is not transferable, payable or reimbursable upon separation and there is no requirement for Kelly leave time off to be granted.

794 Craven County elected to provide this benefit but over the years it has been confusing for staff
795 and multiple lawsuits have been filed by former employees seeking payment of the Kelly leave
796 time. These lawsuits have been unsuccessful but have required a significant amount of county
797 employee time, and legal fees, to defend. Craven County has been advised by legal counsel to
798 discontinue the Kelly leave time benefit accrual. All employees who currently have a Kelly
799 leave balance will keep that balance and be permitted to use such leave per policy as schedules
800 allow but no employees will accrue Kelly leave time after June 15, 2020.

801
802 Commissioner Mitchell motioned to approve the amendments Personnel Article VIII. Leave of
803 Absence, Section 21. Law Enforcement – Kelly Leave Time, as requested, seconded by
804 Commissioner Sampson and approved unanimously.

805

806 **Proposed Policy Language**

807
808 Prior to June 15, 2020, Kelly leave time was a benefit of paid leave time granted hour for hour
809 to non-exempt law enforcement employees as an additional, voluntary benefit to recognize
810 those hours worked from the 161st to the 171st hours in the 28 day work period recognized by
811 the 207(k) exemption under the Fair Labor Standards Act. The ability of all employees to earn
812 and accrue Kelly leave time ceased June 15, 2020. Hours worked in excess of 171 in the 28 day
813 work period are considered overtime hours and will continue to be given as compensatory time
814 at the rate of 1 ½ hours for every hour of overtime worked, in accordance with the requirements
815 of the Fair Labor Standards Act. Each eligible employee with an accrued Kelly leave time
816 balance as of June 15, 2020 will be allowed to retain their Kelly leave time balance.

817 The Kelly leave balance is not reimbursable, transferable or payable during employment or in
818 the event of termination or separation from employment for any reason. There is no
819 requirement for Craven County to allow employees to use accrued Kelly leave time: this
820 decision is at the discretion of the Sheriff. All accrued holiday and compensatory time must be
821 used before Kelly time is used.

822

823 Ms. Parker presented amendments to *Article V. Probationary Period of Employment* for the
824 Board's approval.

825

826 She reported that Craven County implemented pay and classification study recommendations
827 made by Springsted, Inc. effective December 13, 2017. The results of the pay and classification
828 study resulted in Craven County removing 7.8% from the bottom of the Grade and Step chart
829 and 4.8% was added at the end of the Grade and Step Chart to making hiring ranges more
830 competitive. The removal of the first two steps of the grade and step chart changed the policy
831 and practice of automatically moving probationary employees to step two of the grade and step
832 chart once they complete their six month probationary period since they are now automatically
833 hired at the higher rate. This is a request to amend the language in the Craven County
834 Personnel Resolution retroactively to December 13, 2017 to make the policy language
835 consistent with the intent of the pay and classification study recommendations and the practices
836 in place since that time.

837

838 Commissioner Liner motioned to approve the amendments to Article V. Probationary Period of
839 Employment, as requested, seconded by Commissioner McCabe and approved unanimously.

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Proposed Policy Language

If retained, the employee shall be considered a regular employee and their status will change from probationary to permanent. An employee shall be released during the probationary period if, in the judgment of the Department Head, the employee is incapable of, or unwilling to perform their assigned duties.

A ten minute recess was taken at 10:21 a.m.

CLOSED SESSION

At 10:31 am Commissioner Mitchell motioned to go into Closed Session pursuant to NCGS 143-318.11(a)(3) to consult with an attorney to protect the attorney-client privilege. Her motion was seconded by Commissioner McCabe and carried unanimously.

At 10:43 am Commissioner Mitchell motioned to return to Open Session, seconded by Commissioner Sampson and approved unanimously.

No action was taken in Closed Session.

Due to some IT difficulties, Finance Director, Craig Warren, presented Finance agenda items before the Planning Department.

DEPARTMENTAL MATTERS: FINANCE

Health Benefits – Budget Amendment

Finance Director, Craig Warren, reported that benefit claims year-to-date are running 3% ahead of last year actuals through eleven months and are projected to exceed budgeted amounts. Additional funds of \$450,000 are needed to cover projected health claims through end of FY '20. Funding for this will come from additional employer premiums received over budgeted. Mr. Warren requested that the Board approve the following budget amendment.

Commissioner motioned to approve the budget amendment, as requested, seconded by Commissioner Liner and approved 7-0 in a roll call vote.

Health Benefits

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
7004005-384438 Employer Health	\$450,000.00	7004005-44081 Health Claims	\$450,000.00
TOTAL	\$450,000.00	TOTAL	\$450,000.00

886
 887 *Additional Revenue Requested to Offset Increased State Fees and Register of Deeds Pension –*
 888 *Budget Amendment*
 889

890 Mr. Warren stated that the Register of Deeds collects a real estate excise tax on all real property
 891 transactions recorded. Of the amount collected, approximately 48% is remitted to the NC
 892 Department of Revenue on a monthly basis. Additionally, 1.5% of all fees collected by the
 893 ROD excluding excise tax are required to be set aside for the ROD supplemental pension fund.
 894 Collections to date are running ahead of budget, creating a projected shortage in the portion
 895 remitted to the State and the ROD pension line. He requested that the Board approve the
 896 following budget amendment.

897
 898 Commissioner Mitchell motioned to approve the budget amendment, as requested, seconded by
 899 Commissioner Bucher and approved 7-0 in a roll call vote.
 900

901 ***Register of Deeds***

902	903	904	905	906	907	908	909
REVENUES	AMOUNT	EXPENDITURES	AMOUNT				
1014190-31403	\$70,000.00	1014190-44502	\$70,000.00	Excise Tax			
1014190-34400	\$ 2,000.00	1014190-44502	\$ 2,000.00	Register of Deeds Fees		Register of Deeds Pension	
TOTAL	\$72,000.00	TOTAL	\$72,000.00				

911
 912 *Sales Tax Transfers to Debt Service Fund – Budget Amendment*
 913

914 Mr. Warren reported that year-to-date sales tax collections through the month of June (March
 915 Sales) are currently running 3.5% ahead of budget. With three more months of collections
 916 (April, May, June) still remaining, it is extremely difficult at this time to project how negatively
 917 COVID-19 will impact those collections and whether or not they will exceed original
 918 projections. As required by general statutes, a portion of the Article 40 and Article 42 sales tax
 919 distributed monthly to counties is considered restricted and can only be used for school capital
 920 or debt service.

921
 922 Because of this restriction, and the potential of collections exceeding original budgeted
 923 amounts, a budget amendment in the amount of \$250,000 to increase budgeted revenue and a
 924 corresponding transfer to the Debt Service Fund is being requested in order to continue making
 925 the transfer of the school’s portion of sales tax into the school debt service fund. He requested
 926 that the Board approve the following budget amendment.

927
 928 Commissioner Liner motioned to approve the budget amendment, as requested, seconded by
 929 Commissioner McCabe and approved 7-0 in a roll call vote.
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Schools

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1010000-31302	\$ 30,000.00	1016110-49801	\$250,000.00
Art. 40 ½ cent sales tax sch		Transfer school D/S fund	
1010000-31304	\$220,000.00		
Art. 42 ½ cent sales tax sch			
TOTAL	\$250,000.00	TOTAL	\$250,000.00

DEPARTMENTAL MATTERS: PLANNING

Hurricane Matthew Storm Debris

Patrick Baker, Natural Resources Conservationist II, reported that on June 2nd staff received informal bids for stream debris removal services for the removal of debris from Black Run, Village Creek, Meeting House Branch, Caswell Branch, Antioch Canal, Cattail Branch, Duck Creek, Halfmoon Creek and Stoney Branch. These streams are the remaining creeks as part of Hurricane Matthew State Disaster Recovery funds which is 100% grant funded. After review and consideration, staff recommended that the Board award Round 3 of the State Disaster Recovery Project funds to the lowest responsible bidder, MAI JAX COMPANY. This company performs beaver management services for the County and staff has been pleased with their work. He stated that the contractors will begin removing debris upon execution of the contracts and are expected to be completed by mid- December, allowing inspection of the creeks by the State and project close out by December 31, 2020.

Commissioner Limer motioned to award Round 3 of the State Disaster Recovery Project to MAI JAX CO. for a total of \$134,937.00, as recommended, seconded by Commissioner McCabe and approved 7-0 in a roll call vote.

Subdivision for Approval – Alston W. Daniels (Final)

Planning Director, Don Baumgardner, presented the following subdivision for the Board’s approval. The Planning Board met via WebEx on May 28, 2020 and recommended its approval.

Alston Daniels – Final: The property, owned by Alston W. Daniels and surveyed by Terry Wheeler, PE, PLS, is located within Twp. 2 off of Sand Ridge Rd. (SR1492); Parcel ID 2-040-030. The subdivision contains 3 lots on 11.67 acres which will be served by First Craven Sanitary District water and individual septic systems.

Commissioner Mitchell motioned to approve the subdivision, as recommended, seconded by Commissioner Sampson and approved unanimously.

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Apple Pie Solar Energy Facility

Mr. Baumgardner presented the following Solar Energy Facility for the Board’s approval. The Planning Board met via WebEx on May 28, 2020 and recommended its approval.

Apple Pie Solar Energy Facility: The property, owned by Michael Mcilwean Hrs; Applicant: Apple Pie Solar, LLC; Consultant: GreenGo Energy US Inc. The proposed 5MW facility is located on approximately 30 acres; Parcel ID 8-226-004 and has 15,840 fixed position modules.

Commissioner Bucher expressed his belief that subsidies should not be provided to solar farms. Commissioner Jones remarked that as a representative of another board, he had written to the Apple Pie Solar Farm entity regarding their location. He stated they were accommodating in meeting the requests.

Commissioner Mitchell motioned to approve the Apple Pie Solar Energy Facility, as recommended, seconded by Commissioner Jones and approved 6-1, with one “nay” from Commissioner Bucher.

State Camp Road Communications Tower (Site Number US-NC-5084)

Mr. Baumgardner reported that on May 28th, 2020 the Craven County Planning Board reviewed an application for a Tall Structure Permit from Vertical Bridge to construct a 310’ self-supporting tower along State Camp Rd. It was determined that the proposal, as presented, was in violation of the Craven County Tall Structures Ordinance, particularly to the setback and height requirements. As proposed, the placement of the communications tower violated the setback requirements by approximately 210’ due to being placed approximately 100’ away from State Camp Rd. The overall height of this tower was also determined to be in violation of the Ordinance as it penetrated the Military Training Route, which is controlled by Seymour Johnson AFB, by approximately 210’. After hearing the proposal the Planning Board voted unanimously to deny the application. He stated that the Planning Board recommends disapproval of the proposed communications tower at the State Camp Rd. location, Site Number US-NC-5084.

Commissioner Jones motioned to disapprove the tall structure permit submitted by Vertical Bridge, seconded by Commissioner Mitchell and approved 7-0 in a roll call vote.

APPOINTMENTS

Pending Appointments

Chairman Mark reviewed the following pending appointments:

- Adult Care Home Advisory Committee
- Nursing Home Advisory Committee
- Recreation Advisory Committee
- Regional Aging Advisory Board

- 1024 • Senior Legislative Tarheel Alternate
- 1025 • Coastal Carolina Regional Airport Authority
- 1026 • Havelock Planning Board (ETJ)

1027

1028 *Current Appointments*

1029

1030 *Craven County Tourism Development Authority*

1031

1032 The Board was apprised of the expiring term of Paresh Pankhavala on the Craven County
1033 Tourism Development Authority. Chairman Mark requested to table this appointment.

1034

1035 *Craven Community College Board of Trustees*

1036

1037 Commissioner Jones stated that for many years in the past the Board had a Commissioner
1038 sitting on the Craven Community College Board of Trustees and over time that has not
1039 occurred. Commissioner Jones nominated E. T. Mitchell for appointment. His motion was
1040 seconded by Commissioner Liner and approved by acclamation.

1041

1042 *Fire Tax Commission*

1043

1044 Commissioner McCabe nominated Sandy Hammer for reappointment. Chairman Mark
1045 nominated Reuben Hart for reappointment. There being no additional nominations, Ms.
1046 Hammer and Mr. Hart were reappointed by acclamation.

1047

1048 At 11:00 a.m. Commissioner Mitchell left the meeting.

1049

1050 *Nursing Home Advisory Committee*

1051

1052 Commissioner Liner nominated Margie Dew for reappointment. There being no additional
1053 nominations, Ms. Dew was reappointed by acclamation.

1054

1055 *Craven County ABC Board*

1056

1057 Commissioner Bucher stated that he would like to table these appointments.

1058

1059 *Eastern Carolina Regional Housing Authority*

1060

1061 Chairman Mark nominated Lana Ciesko for reappointment. There being no additional
1062 nominations, Ms. Ciesko was reappointed by acclamation.

1063

1064 *Upcoming Appointments – Terms Expiring July 2020*

1065

1066 Chairman Mark reviewed the following upcoming appointment to boards and committees:

1067

- 1068 • Recreation Advisory Committee
- 1069 • Havelock Board of Adjustment

- 1070 • Craven Community Child Protection Team
- 1071 • Juvenile Crime Prevention Council
- 1072 • Fire Tax Commissioners

1073

1074

COMMISSIONERS' REPORTS

1075

1076 *Commissioner Bucher* had nothing to report.

1077

1078 *Commissioner Liner* had nothing to report.

1079

1080 *Commissioner McCabe* had nothing to report.

1081

1082 *Commissioner Sampson* commented that after being home so much and watching the news, that
1083 he wants to caution people in their actions. He indicated he was praying for people to come
1084 together and show love to one another so that the country can be united.

1085

1086 *Commissioner Jones* had nothing to report.

1087

1088 *Chairman Mark* expressed thanks to each Commissioner for the time spent working on the
1089 budget. He praised the County Manager, Assistant County Manager and Finance Director for
1090 their diligence in trimming the budget down, as the County has faced so many difficult
1091 hardships.

1092

1093 At 11:07 Commissioner McCabe motioned to adjourn, seconded by Commissioner Liner and
1094 approved unanimously.

1095

Craven County

RELEASES SUBJECT TO BOARD APPROVAL ON 7/6/2020

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
AHRENHOLZ, KIMBERLY ANN DID NOT OWN JANUARY 1	122666	2019	211203	640.88
CISNEROS, FELICIANO MONTES DID NOT OWN JANUARY 1	85578	2019	211107	142.41
DODGE, JOHN DOUBLE BILLED	126162	2019	212781	120.00
FINCH, JACK DANIEL DID NOT OWN JANUARY 1	107211	2019	208161	88.24
FOLEY, WILLIAM DAVID DID NOT OWN JANUARY 1	2364315	2019	211477	8.49
KEENE, CHARLES WHEELER MILITARY EXEMPT	105037	2019	210120	67.57
MANGOL, JIM DID NOT OWN JANUARY 1	42719	2019	201493	129.69
MORENO, MIGUEL EDBERTO BILLING ERROR	67464	2020	403187	89.63
NEPIL, HELEN FEHRS DID NOT OWN JANUARY 1	41163	2018	42968	73.03
NEPIL, HELEN FEHRS DID NOT OWN JANUARY 1	41163	2019	201264	92.56
ROUSE, SHARON DID NOT OWN JANUARY 1	30370	2019	200784	78.32
SMITH, GERALD LEE & CYNTHIA G DID NOT OWN JANUARY 1	6652370	2013	93441	72.91
SMITH, GERALD LEE & CYNTHIA G DID NOT OWN JANUARY 1	6652370	2014	51771	68.59
SMITH, GERALD LEE & CYNTHIA G DID NOT OWN JANUARY 1	6652370	2015	53025	64.30
SMITH, GERALD LEE & CYNTHIA G DID NOT OWN JANUARY 1	6652370	2016	53437	61.90
SMITH, GERALD LEE & CYNTHIA G DID NOT OWN JANUARY 1	6652370	2017	53613	57.61
SMITH, GERALD LEE & CYNTHIA G DID NOT OWN JANUARY 1	6652370	2018	53642	53.16
SMITH, GERALD LEE & CYNTHIA G DID NOT OWN JANUARY 1	6652370	2019	202473	74.35
SMITH, JEFFREY EARL DID NOT OWN JANUARY 1	98754	2016	53531	58.38
SMITH, JEFFREY EARL DID NOT OWN JANUARY 1	98754	2017	53705	54.28
SMITH, JEFFREY EARL DID NOT OWN JANUARY 1	98754	2018	53731	50.16
SMITH, JEFFREY EARL DID NOT OWN JANUARY 1	98754	2019	207120	71.58
THOMAS, MYRON SHAWN NOT TAXABLE TO CRAVEN COUNTY	34046	2019	212242	13.66
THOMPSON, PETER NOT TAXABLE TO CRAVEN COUNTY	126667	2019	400375	2,304.01
TORRES, JULISA NAVEDO DID NOT OWN JANUARY 1	109008	2017	58426	109.02
TORRES, JULISA NAVEDO DID NOT OWN JANUARY 1	109008	2018	58484	100.01

Craven County

RELEASES SUBJECT TO BOARD APPROVAL ON 7/6/2020

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
YOUNG, WILLIAM ALLEN MILITARY EXEMPT	201107084700	2011	542190	103.68
YOUNG, WILLIAM ALLEN MILITARY EXEMPT	87203	2011	64581	25.92

28 RELEASES SUBJECT TO BOARD APPROVAL ON 7/6/2020 **4,874.34**

Craven County

REFUNDS SUBJECT TO BOARD APPROVAL ON 7/6/2020

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
RICHARDS, CLARENCE HRS DID NOT OWN JANUARY 1	6061500	2019	21283	416.68
RICHARDS, JANE HRS DID NOT OWN JANUARY 1	6062000	2019	21288	140.38
SMITH, DAVID JAMES CORRECTED DISCOVERED PROPERTY VALUE	73020	2019	208103	15.83
3 REFUNDS SUBJECT TO BOARD APPROVAL ON 7/6/2020				572.89

Craven County



FISCAL YEAR 2020-2021

ORIGINAL: FINANCE
DUPLICATE: DEPARTMENT

BUDGET AMENDMENTS

1. Fund: **GENERAL**

2. Department: **HEALTH/WIC**

3. Revenue Account Number(s)	Amount	4. Expenditure Account Number(s)	Amount
1015061-33402 WIC Client Services	(21,159)	1015061-41002 F/T Salaries	(14,030)
1015060-33406 WIC Administration	324	1015061-41101 FICA	(1,057)
1015062-33411 WIC Education	24,056	1015061-41102 NC Retirement	(1,473)
		1015061-41103 401K	(33)
		1015061-41104 W/Comp	(60)
		1015061-41106 Health	(4,170)
		1015061-41107 Dental	(306)
		1015061-41108 Life	(11)
		1015061-41109 Disability	(19)
		1015060-41002 F/T Salaries	218
		1015060-41101 FICA	19
		1015060-41102 NC Retirement	18
		1015060-41103 401K	68
		1015060-41104 W/Comp	1
		1015062-41002 F/T Salaries	15,987
		1015062-41101 FICA	1,223
		1015062-41102 NC Retirement	1,634
		1015062-41103 401K	640
		1015062-41104 W/Comp	66
		1015062-41106 Health	4,170
		1015062-41107 Dental	306
		1015062-41108 Life	11
		1015062-41109 Disability	19
Total:	3,221	Total:	3,221

Justification or Explanation of Change:

Increase in Salaries & Benefits due to position change from Processing Assistant III (Pos# 229-13) to Processing Unit Supervisor IV (Pos # 232-01) in FY21.

Pos # 229-13 - Paid 90% WIC Client Services (#5061) & 10% WIC Education (#5062)

Pos # 232-01 - Paid 40% WIC Client Services (#5061), 50% WIC Admin (#5060) and 10% WIC Education (#5062)


Department Head

6-25-20
Date

County Manager

Date

County Commissioners/Chairman

Date

Journal Entry Number

Date



FIRE/RESCUE GRANTS AND RELIEF FUNDS

Tel 919.647.0000 Fax 919.715.0063

MIKE CAUSEY, INSURANCE COMMISSIONER & STATE FIRE MARSHAL
BRIAN TAYLOR, CHIEF STATE FIRE MARSHAL

PLEASE READ ENTIRE DOCUMENT FOR COMPLIANCE

May 15, 2020

Chief Bradley White
The Dover Volunteer Fire Department, Inc.
Post Office Box 727
Dover, NC 28526-0727

Dear Chief:

Congratulations! Your department has been selected to receive a 2020 Volunteer Fire Department Fund grant. Your organization has been awarded \$29,707.50.

\$29,707.50 In state grant funds
\$29,707.50 Funds your department must provide
\$59,415.00 Total funds available

It is my pleasure to announce that many positive and exciting changes will come into effect with this grant cycle. Please review the attached "Attention Grant Recipient" notice carefully as it outlines these important changes and provides more detailed information regarding your next steps in the grant process.

To view your application, enter serial numbers, upload invoices and proofs of payment, or to get copies of forms, you can log into our site at: <https://apps.ncdoi.net/f?p=301>

Use your OSFM ID and password to log in: OSFM [REDACTED]

Again, congratulations on receiving a Volunteer Fire Department grant. If you have questions, please call the grants department at 919-647-0000 or email FireRescueGrants@ncdoi.gov.

Yours truly,

A handwritten signature in black ink that reads "Mike Causey".

Mike Causey
Insurance Commissioner, State Fire Marshal

MC/kr



FIRE/RESCUE GRANTS AND RELIEF FUNDS

Tel 919.647.0000 Fax 919.715.0063

MIKE CAUSEY, INSURANCE COMMISSIONER & STATE FIRE MARSHAL
BRIAN TAYLOR, CHIEF STATE FIRE MARSHAL

PLEASE READ ENTIRE DOCUMENT FOR COMPLIANCE

May 15, 2020

Chief Wesley Ray Griffin Jr.
Little Swift Creek Volunteer Fire Department
PO Box 68
Ernul, NC 28527

Dear Chief:

Congratulations! Your department has been selected to receive a 2020 Volunteer Fire Department Fund grant. Your organization has been awarded \$29,999.50.

\$29,999.50 In state grant funds
\$29,999.50 Funds your department must provide
\$59,999.00 Total funds available

It is my pleasure to announce that many positive and exciting changes will come into effect with this grant cycle. Please review the attached "Attention Grant Recipient" notice carefully as it outlines these important changes and provides more detailed information regarding your next steps in the grant process.

To view your application, enter serial numbers, upload invoices and proofs of payment, or to get copies of forms, you can log into our site at: <https://apps.ncdoi.net/f?p=301>

Use your OSFM ID and password to log in: [REDACTED]

Again, congratulations on receiving a Volunteer Fire Department grant. If you have questions, please call the grants department at 919-647-0000 or email FireRescueGrants@ncdoi.gov.

Yours truly,

Mike Causey
Insurance Commissioner, State Fire Marshal

MC/kr

Cc: Benjamin Russell Leither



FIRE/RESCUE GRANTS AND RELIEF FUNDS

Tel 919.647.0000 Fax 919.715.0063

MIKE CAUSEY, INSURANCE COMMISSIONER & STATE FIRE MARSHAL
BRIAN TAYLOR, CHIEF STATE FIRE MARSHAL

PLEASE READ ENTIRE DOCUMENT FOR COMPLIANCE

May 15, 2020

Chief Patrick C Wetherington
No. 9 Township Fire & Rescue
3783 NC Highway 55 West
New Bern, NC 28562

Dear Chief:

Congratulations! Your department has been selected to receive a 2020 Volunteer Fire Department Fund grant. Your organization has been awarded \$26,787.50.

\$26,787.50 In state grant funds
\$26,787.50 Funds your department must provide
\$53,575.00 Total funds available

It is my pleasure to announce that many positive and exciting changes will come into effect with this grant cycle. Please review the attached "Attention Grant Recipient" notice carefully as it outlines these important changes and provides more detailed information regarding your next steps in the grant process.

To view your application, enter serial numbers, upload invoices and proofs of payment, or to get copies of forms, you can log into our site at: <https://apps.ncdoi.net/f?p=301>

Use your OSFM ID and password to log in: [REDACTED]

Again, congratulations on receiving a Volunteer Fire Department grant. If you have questions, please call the grants department at 919-647-0000 or email FireRescueGrants@ncdoi.gov.

Yours truly,

A handwritten signature in cursive script that reads "Mike Causey".

Mike Causey
Insurance Commissioner, State Fire Marshal

MC/kr

Cc: Bruce Lee Smith



FIRE/RESCUE GRANTS AND RELIEF FUNDS

Tel 919.647.0000 Fax 919.715.0063

MIKE CAUSEY, INSURANCE COMMISSIONER & STATE FIRE MARSHAL
BRIAN TAYLOR, CHIEF STATE FIRE MARSHAL

PLEASE READ ENTIRE DOCUMENT FOR COMPLIANCE

May 15, 2020

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

Dear Chief:

Congratulations! Your department has been selected to receive a 2020 Volunteer Fire Department Fund grant. Your organization has been awarded \$30,000.00.

\$30,000.00 In state grant funds
\$32,162.00 Funds your department must provide
\$62,162.00 Total funds available

It is my pleasure to announce that many positive and exciting changes will come into effect with this grant cycle. Please review the attached "Attention Grant Recipient" notice carefully as it outlines these important changes and provides more detailed information regarding your next steps in the grant process.

To view your application, enter serial numbers, upload invoices and proofs of payment, or to get copies of forms, you can log into our site at: <https://apps.ncdoi.net/f?p=301>

Use your OSFM ID and password to log in: [REDACTED]

Again, congratulations on receiving a Volunteer Fire Department grant. If you have questions, please call the grants department at 919-647-0000 or email FireRescueGrants@ncdoi.gov.

Yours truly,

A handwritten signature in black ink that reads "Mike Causey".

Mike Causey
Insurance Commissioner, State Fire Marshal

MC/kr



Patti McDaniel <pmcdaniel@cravencountync.gov>

2020 DOI Grant Equipment List

1 message

Bobby Willis <timberrtc@hotmail.com>

Tue, May 19, 2020 at 11:17 AM

To: Patti McDaniel <pmcdaniel@cravencountync.gov>

Fort Barnwell Fire Dept.

EQUIPMENT	QUANTITY	ITEM COST	TOTAL COST
Mobile Radio	1	\$3,650.00	\$3,650.00
Portable Radio	2	\$3,350.00	\$6,700.00
Pagers	4	\$477.00	\$1,908.00
Turnout Gear - Coats	4	\$1,689.00	\$6,756.00
Turnout Gear - Pants	4	\$1,314.00	\$5,256.00
Turnout Gear - Boots	4	\$342.00	\$1,368.00
Turnout Gear - Helmets	4	\$305.00	\$1,220.00
Turnout Gear - Nomex Hoods	4	\$30.00	\$120.00
Turnout Gear - Gloves	4	\$96.00	\$384.00
Airpacks	4	\$8,700.00	<u>\$34,800.00</u>
TOTAL COST			\$62,162.00

APPROVED EQUIPMENT LIST

Department: No. 9 Township Fire & Rescue

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.

Any equipment purchased that is not on the AEL will not be funded. If you fail to receive prior written authorization for additional quantities purchased, the additional items will not be reimbursed. Please email us at: FireRescueGrants@ncdoi.gov for any equipment related questions.

Equipment serial numbers should be entered using your OSFM ID login and password at <https://apps.ncdoi.net/f?p=301>. Click on the link to add serial numbers. Your grant package will not be processed without this information.

APPROVED EQUIPMENT:

Count	Approved Equipment
10	Turnout Gear, Boots NFPA 1971
5 (*)	Turnout Gear, Coats NFPA 1971 (Not for Technical Rescue incidents)
20	Turnout Gear, Gloves NFPA 1971
16 (*)	SCBA Spare Bottle w/New Valves
2 (*)	SCBA Spare Bottle w/New Valves
5 (*)	Pager (Specify Band, VHF, UHF, 800)
23 (*)	Portable Radio (Specify Band VHF, UHF, 800, Marine)
2 (*)	Portable Radio (Specify Band VHF, UHF, 800, Marine)
5	Turnout Gear, Helmets NFPA 1971
5 (*)	Turnout Gear, Pants NFPA 1971 (Not for Technical Rescue Incidents)
10	Turnout Gear, Hood NFPA 1971

Note:

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

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.

Any equipment purchased that is not on the AEL will not be funded. If you fail to receive prior written authorization for additional quantities purchased, the additional items will not be reimbursed. Please email us at: FireRescueGrants@ncdoi.gov for any equipment related questions.

Equipment serial numbers should be entered using your OSFM ID login and password at <https://apps.ncdoi.net/f?p=301>. Click on the link to add serial numbers. Your grant package will not be processed without this information.

APPROVED EQUIPMENT:

Count Approved Equipment

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=====
4 Carbide Cutting Chain
1 (*)Gas Monitor Calibration System
4 (*)Voltage Detector
6 (*)Mobile Radio (Specify Band VHF, UHF, 800, Marine)
1 Mobile Radio Accessories (List all accessories in notes field)
8 Turnout Gear, Boots NFPA 1971
8 (*)Turnout Gear, Coats NFPA 1971 (Not for Technical Rescue incidents)
172 Hydrant Markers
8 (*)SCBA Spare Bottle w/New Valves
4 (*)Multi-Gas Monitor - Atmospheric
1 (*)Battery Powered Rescue Tools (Edraulic)
10 (*)Pager (Specify Band, VHF, UHF, 800)
8 Turnout Gear, Helmets NFPA 1971
8 Turnout Gear, Helmets NFPA 1971
8 (*)Turnout Gear, Pants NFPA 1971 (Not for Technical Rescue Incidents)
1 (*)Hydrant Flow Test Kit
8 Chain Saw Chaps
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Note:

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

APPROVED EQUIPMENT LIST

Department: The Dover 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.

Any equipment purchased that is not on the AEL will not be funded. If you fail to receive prior written authorization for additional quantities purchased, the additional items will not be reimbursed. Please email us at: FireRescueGrants@ncdoi.gov for any equipment related questions.

Equipment serial numbers should be entered using your OSFM ID login and password at <https://apps.ncdoi.net/f?p=301>. Click on the link to add serial numbers. Your grant package will not be processed without this information.

APPROVED EQUIPMENT:

Count Approved Equipment

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=====
1 (*)Crosspatch Mobile Communication Equipment
2 (*)EMS, AED with accessories
2 (*)Fan, Positive Pressure / Negative Pressure
3 (*)Extinguisher (Specify type and class in notes field)
3 (*)Extinguisher (Specify type and class in notes field)
3 (*)Extinguisher (Specify type and class in notes field)
12 Flashlight (Specify type of light in notes field)
6 Pager Accessories (List all accessories in notes field)
2 Turnout Gear, Boots NFPA 1971
2 (*)Turnout Gear, Coats NFPA 1971 (Not for Technical Rescue incidents)
10 Turnout Gear, Gloves NFPA 1971
6 (*)Pager (Specify Band, VHF, UHF, 800)
8 SCBA Face Mask
2 Turnout Gear, Helmets NFPA 1971
2 (*)SCBA Complete NFPA 1981 (to include mask,bottle and frame)
2 (*)Turnout Gear, Pants NFPA 1971 (Not for Technical Rescue Incidents)
10 Turnout Gear, Hood NFPA 1971
1 Piston Intake Valve
10 Gear Bag
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Note:

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

Craven County



FISCAL YEAR 2020-2021

ORIGINAL: FINANCE
DUPLICATE: DEPARTMENT

BUDGET AMENDMENTS

1. Fund: **GENERAL**

2. Department: **HEALTH ADULT PRIMARY CARE**

3. Revenue Account Number(s)	Amount	4. Expenditure Account Number(s)	Amount
1015100-33113 FQHC	635,615	1015100-42000 Postage	1,200
		1015100-42200 Telephone	1,200
		1015100-42500 Travel/Training	2,900
		1015100-42700 Advertising	6,000
		1015100-43101 Fuel & Other	12
		1015100-43111 Gasoline	500
		1015100-43207 Janitorial Supplies	5,000
		1015100-43208 Medical Supplies	40,000
		1015100-43240 Other Supplies	5,579
		1015100-44000 Contract Services	44,200
		1015100-44050 Contract Employees	145,000
		1015100-47301 Capital Over \$5K	112,414
		1015100-47302 Capital Other Improvements	22,900
		1015100-47321 Capital \$500-4999	13,460
		1015100-43112 Cost Allocation-Health Depts	235,250
JOURNAL ENTRY			
1015100-43112 Cost Allocation-Health Depts	235,250	1015010-43112 Cost Allocation-Health Depts	140,330
		1015040-43112 Cost Allocation-Health Depts	34,760
		1015071-43112 Cost Allocation-Health Depts	16,200
		1015080-43112 Cost Allocation-Health Depts	43,960
Total:	635,615	Total:	635,615

Justification or Explanation of Change:

Federal funding received from HRSA (Health Resources & Service Administration) in the amount of \$635,615. Funds were awarded through the Health Center Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding. The purpose of these funds is to support the detection of coronavirus and/or the prevention, diagnosis, and treatment of COVID-19, including maintaining or increasing health center capacity and staffing levels during a coronavirus-related public health emergency. Funding will be used to support a wide range of in-scope activities.

Scott O'Leary

Department Head

6-12-20

Date

County Manager

Date

County Commissioners/Chairman

Date

Journal Entry Number

Date

CARES Funding: \$635,615

Project Period: 4/1/2020 - 3/31/2021

<u>Line</u>	<u>Acct</u>	<u>Amount</u>	<u>Description</u>
42000	Postage	\$1,200	Courier service for COVID test to state lab
42200	Telephone	\$1,200	2 cell phones @ \$50/mth per phone x 12 months
42500	Travel/Training	\$2,900	COVID-19 related travel & training
42700	Advertising	\$1,000	CCHD pens for patients to keep/Advertising
42700	Advertising	\$5,000	Community Education-Flyers/BillBoard/Radio Spots
43101	Fuel & other	\$12	Tags for car & truck
43111	Gasoline	\$500	To/From Havelock to deliver supplies/PPE/etc.
43207	Janitorial Supplies	\$5,000	Tablets for electrostatic machine; everyday supplies-wipes, disinfectants, etc
43208	Medical Supplies	\$30,000	Purchase PPE - Base Amount for Mass Distribution- Nursing Homes, Hospitals, etc.
43208	Medical Supplies	\$10,000	Flu Test kits, swabs, standard PPE for CCHD staff & patients
43240	Other Supplies	\$300	Batteries for sprayer
43240	Other Supplies	\$1,040	4 banners @ \$260 each
43240	Other Supplies	\$299	10 traffic cones @ \$29.90 each
43240	Other Supplies	\$1,800	6 Walkie Talkies @ \$300 each
43240	Other Supplies	\$1,000	HEPA filters for 2 Negative Pressure Rooms
43240	Other Supplies	\$1,140	Copy Paper, ink cartridges and other essential office supplies used for COVID-19
44000	Contract Services	\$4,200	CureMD Provider Fees, Systel Copier fees, Telelanguage
44000	Contract Services	\$40,000	\$35K - i2i Population Health -companion software for UDS performance standard reporting and \$5K to CureMD for i2i Direct Access to our database
44050	Contract Employees	\$145,000	Providers Theresa Davis & Stephanie Reid, Contract Hotline & contact tracing, etc.
47301	Capital Over \$5K	\$18,265	Ford Fusion FWD
47301	Capital Over \$5K	\$45,754	Ford Expedition - 4WD w/ towing package
47301	Capital Over \$5K	\$13,395	PortaCount - Fit testing machine
47301	Capital Over \$5K	\$35,000	Generator - back-up for lab & refrigerators
47302	Capital Other Improvemt	\$15,000	Add new negative pressure room in APC/update CH
47302	Capital Other Improvemt	\$7,900	Handicapped entrance; hands-free sensor door
47321	C/Outlay \$500-4999	\$2,700	Movin' Cool Portable A/C Unit
47321	C/Outlay \$500-4999	\$1,275	10x20 tent
47321	C/Outlay \$500-4999	\$845	10x10 tent
47321	C/Outlay \$500-4999	\$2,000	Roll Laminating Machine w/ workstation
47321	C/Outlay \$500-4999	\$2,890	5 laptops @ \$578ea - Drive-thru testing; on-call after hours/weekends
47321	C/Outlay \$500-4999	\$2,450	Professional Electrostatic Handheld & Backpack Sprayer
47321	C/Outlay \$500-4999	\$1,300	Washer/Dryer for cleaning/sanitation
43112	Cost Allocation-to Health Depts	\$235,250	Other HD Salaries & Benefits
		\$635,615	

1. DATE ISSUED: 04/03/2020		2. PROGRAM CFDA: 93.224		 <p style="text-align: center;">NOTICE OF AWARD AUTHORIZATION (Legislation/Regulation) Coronavirus Aid, Relief and Economic Security (CARES) Act</p>						
3. SUPERSEDES AWARD NOTICE dated: except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.										
4a. AWARD NO.: 1 H8DCS36356-01-00		4b. GRANT NO.: H8DCS36356	5. FORMER GRANT NO.:							
6. PROJECT PERIOD: FROM: 04/01/2020 THROUGH: 03/31/2021										
7. BUDGET PERIOD: FROM: 04/01/2020 THROUGH: 03/31/2021										
8. TITLE OF PROJECT (OR PROGRAM): Health Center Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding										
9. GRANTEE NAME AND ADDRESS: CRAVEN COUNTY GOVERNMENT 406 Craven St New Bern, NC 28560-4911 DUNS NUMBER: 091564294 BHCMS # 04E01146				10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) Scott Harrelson CRAVEN COUNTY GOVERNMENT Division Line: Craven County Health Department 2818 Neuse Blvd New Bern, NC 28562-2850						
11. APPROVED BUDGET: (Excludes Direct Assistance) <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation				12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:						
a. Salaries and Wages : \$0.00				a. Authorized Financial Assistance This Period \$635,615.00						
b. Fringe Benefits : \$0.00				b. Less Unobligated Balance from Prior Budget Periods						
c. Total Personnel Costs : \$0.00				i. Additional Authority \$0.00						
d. Consultant Costs : \$0.00				ii. Offset \$0.00						
e. Equipment : \$0.00				c. Unawarded Balance of Current Year's Funds \$0.00						
f. Supplies : \$0.00				d. Less Cumulative Prior Awards(s) This Budget Period \$0.00						
g. Travel : \$0.00				e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$635,615.00						
h. Construction/Alteration and Renovation : \$0.00				13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)						
i. Other : \$635,615.00				<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 50%;">YEAR</th> <th style="width: 50%;">TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="text-align: center;">Not applicable</td> </tr> </tbody> </table>			YEAR	TOTAL COSTS	Not applicable	
YEAR	TOTAL COSTS									
Not applicable										
j. Consortium/Contractual Costs : \$0.00				14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)						
k. Trainee Related Expenses : \$0.00				a. Amount of Direct Assistance \$0.00						
l. Trainee Stipends : \$0.00				b. Less Unawarded Balance of Current Year's Funds \$0.00						
m. Trainee Tuition and Fees : \$0.00				c. Less Cumulative Prior Awards(s) This Budget Period \$0.00						
n. Trainee Travel : \$0.00				d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$0.00						
o. TOTAL DIRECT COSTS : \$635,615.00										
p. INDIRECT COSTS (Rate: % of S&W/TADC) : \$0.00										
q. TOTAL APPROVED BUDGET : \$635,615.00										
i. Less Non-Federal Share: \$0.00										
ii. Federal Share: \$635,615.00										
15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other [A] Estimated Program Income: \$0.00										
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.										
REMARKS: (Other Terms and Conditions Attached [X]Yes []No)										
Electronically signed by Elvera Messina , Grants Management Officer on : 04/03/2020										
17. OBJ. CLASS: 41.51		18. CRS-EIN: 1566000290A1		19. FUTURE RECOMMENDED FUNDING: \$0.00						
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE				
20 - 398V160	93.224	20H8DCS36356C3	\$635,615.00	\$0.00	CH	20-COVID19BPHC-C3				

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>
2. The funds for this award are sub-accounted in the Payment Management System (PMS) and will be in a P type (sub accounted) account. This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. If your organization previously received a grant under this program, it was in a G type (cash pooled) account designated by a PMS Account Number ending in G or G1. Now that this grant is sub accounted the PMS Account Number will be changed to reflect either P or P1. For example, if the prior year grant was in payee account number 2AAG it will now be in 2AAP. Similarly, if the prior year grant was in payee account 2AAG1, the grant will be in payee account 2AAP1. The P sub account number and the sub account code (provided on page 1 of this Notice of Award) are both needed when requesting grant funds. You may use your existing PMS username and password to check your organizations P account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pms.psc.gov/grant-recipients/access-newuser.html> and send it to the fax number indicated on the bottom of the form. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: <https://pms.psc.gov/find-pms-liaison-accountant.html>.
3. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, recipients must report information for each subaward of \$25,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. You are required to submit this information to the FFATA Subaward Reporting System (FSRS) at <https://www.fsrs.gov/> by the end of the month following the month in which you awarded any subaward. The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <https://www.hrsa.gov/grants/ffata.html>.

Program Specific Term(s)

1. New and/or improved space resulting from minor A/R activities may only be used for purposes consistent with Section 330 of the Public Health Service Act (42 U.S.C. § 254b).
2. Under existing law, and consistent with Executive Order 13535 (75 FR 15599), health centers are prohibited from using federal funds to provide abortion services (except in cases of rape or incest, or when the life of the woman would be endangered).
3. Up to \$500,000 of the funding included in this notice of award may be utilized for minor alteration/renovation (A/R) activities. Minor A/R activities must occur at an in-scope service delivery site and cost less than \$500,000. You must submit the required minor A/R information to HRSA before drawing down funds for minor A/R activities. See the [CARES technical assistance webpage](#) for details regarding required minor A/R project information.
4. You must update or request prior approval from HRSA as appropriate to ensure that your scope of project accurately reflects any changes needed to implement your CARES activities. This includes: (1) Form 5A: Services provided, (2) Form 5B: Service Sites, and (3) Form 5C: Other Activities/Locations. For additional information, see the scope of project resources available at <https://bphc.hrsa.gov/programrequirements/scope.html>, COVID scope of project-related FAQs at <https://bphc.hrsa.gov/emergency-response>, and consult your project officer as needed.
5. This notice of award provides one-time funding to support the detection of coronavirus (SARS-CoV-2) and/or the prevention, diagnosis, and

treatment of coronavirus disease 2019 (COVID-19), including maintaining or increasing health center capacity and staffing levels during a coronavirus-related public health emergency, as outlined in the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), available at <https://www.congress.gov/116/bills/hr748/BILLS-116hr748enr.pdf>. As provided for in Office of Management and Budget Memorandum M-20-11 - *Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19)*, available at <https://www.whitehouse.gov/wp-content/uploads/2020/03/M-20-11.pdf>, HRSA authorizes the award recipient to incur allowable pre-award costs before the effective date of a federal award dating back to January 20, 2020.

HRSA determined your award amount using the following formula: (1) \$503,000, plus, (2) \$15.00 per patient reported in the 2018 Uniform Data System (UDS), and, (3) \$30.00 per uninsured patient reported in the 2018 UDS.

6. This award provides flexibility in how you use CARES funding to support the detection of coronavirus and/or the prevention, diagnosis, and treatment of COVID-19, including maintaining or increasing health center capacity and staffing levels during a coronavirus-related public health emergency. Funding may support a wide range of in-scope activities, including but not limited to:
- Ensuring patient and health center personnel safety and otherwise minimize COVID-19 exposure within the health center and in other locations where the health center personnel are delivering in-scope services on behalf of the health center;
 - Addressing emergent COVID-19 issues to meet the health needs of the population served by the health center, including expanding the use of telehealth to support virtual assessment and monitoring of COVID-19 symptoms, and testing and laboratory services;
 - Restoring, sustaining, and strengthening health center capacity and staffing levels, including hiring new, reemploying and/or contracting personnel, as well as supporting the reassignment of personnel resources;
 - Patient and community education;
 - Minor alteration and renovation (A/R);
 - Equipment purchase, including health information technology and telehealth equipment, vehicles, and mobile medical units; and
 - Purchase of supplies.

As provided for in OMB Memorandum M-20-11 - *Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19)*, available at <https://www.whitehouse.gov/wp-content/uploads/2020/03/M-20-11.pdf>, HRSA may authorize the award recipient to waive the procurement requirements contained in 45 CFR § 75.328(b) regarding geographical preferences and 45 CFR § 75.330 regarding contracting small and minority businesses, women's business enterprises, and labor surplus area firms. This authority is currently valid for the 90-Day Public Health Emergency Declaration (Public Health Emergency Period).

7. You must submit a quarterly progress report into the HRSA Electronic Handbooks (EHBs). Reports will describe the status of the activities and use of funds to detect coronavirus; prevent, diagnose, and treat COVID-19; and/or maintain or increase health center capacity and staffing levels during a coronavirus-related public health emergency. You must also report the number of jobs created or retained as a result of the CARES funding, and include submissions related to the use of CARE funding for minor A/R-related activities, if applicable.
8. You are expected to monitor and use available resources, such as those available from the Centers for Disease Control and Prevention (CDC): <https://www.cdc.gov/coronavirus/2019-ncov/index.html>. Health center-specific resources and more information are available at Emergency Preparedness and Recovery Resources for Health Centers at <https://bphc.hrsa.gov/emergency-response> and through Health Center Program Strategic Partners at <https://bphc.hrsa.gov/qualityimprovement/strategicpartnerships/index.html>.
9. With receipt of this notice of award, you acknowledge that federal interest exists in real property and equipment which will be maintained in accordance with 45 CFR Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards available at <http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>. You must maintain adequate documentation to track and protect the federal interest. For real property, adequate documentation includes communications between the lessor and the lessee related to protecting such interest, in accordance with the standard award terms and conditions. Such documentation should be available for subsequent review by HRSA.
10. You may not use this funding for: purchasing or upgrading an electronic health record that is not certified by the Office of the National Coordinator for Health Information Technology; new construction activities, including additions or expansions; major alteration and renovation (A/R) projects valued at \$500,000 or greater in total federal and non-federal costs (excluding the cost of allowable moveable equipment); installation of a permanently affixed modular or prefabricated building; facility or land purchases; or significant exterior site work such as new parking lots or storm water structures. Additionally, these funds may not be used for costs already supported by Health Center Program operational grant (H80) or COVID-19 (H8C) funding.
11. You may rebudget CARES funding without prior approval except as noted below, and provided that the proposed use of funding aligns with the CARES funding intent (detection of coronavirus; prevention, diagnosis, and treatment of COVID-19; and/or maintaining or increasing health center capacity and staffing levels during a coronavirus-related public health emergency), avoids ineligible uses of funding as outlined in this notice of award, and complies with 45 CFR Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards available at <http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>. If the amount of the costs to be rebudgeted constitute a significant rebudgeting (exceeds 25% of the total Federal budget or \$250,000, whichever is less), you must

submit a prior approval request for review and approval by HRSA.

Standard Term(s)

1. Recipients must comply with all terms and conditions outlined in their grant award, including grant policy terms and conditions outlined in applicable Department of Health and Human Services (HHS) Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.
2. All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.
3. "This [project/publication/program/website] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with xx percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS or the U.S. Government."
Recipients are required to use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA-supported publications and forums describing projects or programs funded in whole or in part with HRSA funding. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.
4. Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320a - 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or itemFor which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.
5. Items that require prior approval from the awarding office as indicated in 45 CFR Part 75 [Note: 75 (d) HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of Award] or 45 CFR Part 75 must be submitted as a Prior Approval action via Electronic Handbooks (EHBs). Only responses to prior approval requests signed by the GMO are considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the HRSA.
In addition to the prior approval requirements identified in Part 75, HRSA requires grantees to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under a grant where the Federal share exceeds \$100,000, cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period or \$250,000, whichever is less. For example, under a grant in which the Federal share for a budget period is \$200,000, if the total approved budget is \$300,000, cumulative changes within that budget period exceeding \$75,000 would require prior approval). For recipients subject to 45 CFR Part 75, this requirement is in lieu of that in 45 CFR 75 which permits an agency to require prior approval for specified cumulative transfers within a grantee's approved budget. [Note, even if a grantee's proposed rebudgeting of costs falls below the significant rebudgeting threshold identified above, grantees are still required to request prior approval, if some or all of the rebudgeting reflects either a change in scope, a proposed purchase of a unit of equipment exceeding \$25,000 (if not included in the approved application) or other prior approval action identified in Part 75 unless HRSA has specifically exempted the grantee from the requirement(s).]
6. Payments under this award will be made available through the DHHS Payment Management System (PMS). PMS is administered by the Division of Payment Management, Financial Management Services, Program Support Center, which will forward instructions for obtaining payments. Inquiries regarding payments should be directed to: ONE-DHHS Help Desk for PMS Support at 1-877-614-5533 or PMSSupport@psc.hhs.gov. For additional information please visit the Division of Payment Management Website at <https://pms.psc.gov/>.
7. The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: Htips@os.dhhs.gov or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).
8. Submit audits, if required, in accordance with 45 CFR Part 75, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132 PHONE: (310) 457-1551, (800) 253-0696 toll free <https://harvester.census.gov/facweb/default.aspx/>.

9. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at [HHS Limited English Proficiency \(LEP\)](#).
10. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to:
<https://www.hrsa.gov/sites/default/files/hrsa/grants/manage/trafficking-in-persons.pdf>. If you are unable to access this link, please contact the Grants Management Specialist identified in this Notice of Award to obtain a copy of the Term.
11. The Further Consolidated Appropriations Act, 2020, § 202, (P.L. 116-94), enacted December 20, 2019, restricts the amount of direct salary that may be paid to an individual under a HRSA grant or cooperative agreement to a rate no greater than Executive Level II of the Federal Executive Pay Scale. Effective January 2020, the Executive Level II salary level is \$197,300. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate. This salary limitation also applies to sub-recipients under a HRSA grant or cooperative agreement. The salary limitation does not apply to payments made to consultants under this award although, as with all costs, those payments must meet the test of reasonableness and be consistent with recipient's institutional policy. None of the awarded funds may be used to pay an individual's salary at a rate in excess of the salary limitation. Note: an individual's base salary, per se, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements. For individuals whose salary rates are in excess of Executive Level II, the non-federal entity may pay the excess from non-federal funds.
12. To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Please see <http://www.hhs.gov/civil-rights/for-individuals/index.html>. HHS also provides specific guidance for recipients on meeting their legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive Federal financial assistance (P. L. 88-352, as amended and 45 CFR Part 75). In some instances a recipient's failure to provide language assistance services may have the effect of discriminating against persons on the basis of their national origin. Please see <http://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html> to learn more about the Title VI requirement for grant and cooperative agreement recipients to take reasonable steps to provide meaningful access to their programs and activities by persons with limited English proficiency.
13. Important Notice: The Central Contractor registry (CCR) has been replaced. The General Services Administration has moved the CCR to the System for Award Management (SAM) on July 30, 2012. To learn more about SAM please visit <https://www.sam.gov/SAM/>. It is incumbent that you, as the recipient, maintain the accuracy/currency of your information in the SAM at all times during which your entity has an active award or an application or plan under consideration by HRSA, unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. This requirement flows down to subrecipients. Note: SAM information must be updated at least every 12 months to remain active (for both grantees and sub-recipients). Grants.gov will reject submissions from applicants with expired registrations. It is advisable that you do not wait until the last minute to register in SAM or update your information. According to the SAM Quick Guide for Grantees (https://www.sam.gov/SAM/transcript/Quick_Guide_for_Grants_Registrations.pdf), an entity's registration will become active after 3-5 days. Therefore, check for active registration well before the application deadline.
14. In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. This term applies to all grant programs except block grants governed by 45 CFR part 96 or 45 CFR Part 98, or grant awards made under titles IV-A, XIX, and XXI of the Social Security Act; and grant programs with approved deviations.
15. **§75.113 Mandatory disclosures.**
Consistent with 45 CFR 75.113, applicants and non-federal entities must disclose, in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud,

bribery, or gratuity violations potentially affecting the federal award. Sub recipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following address:

Department of Health and Human Services
Health Resources and Services Administration
Office of Federal Assistance Management
Division of Grants Management Operations
5600 Fishers Lane, Mailstop 10SWH-03
Rockville, MD 20879
AND

U.S. Department of Health and Human Services
Office of Inspector General
Attn: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201

Fax: (202)205-0604 (Include: "mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321). The recipient must include this mandatory disclosure requirement in all sub-awards and contracts under this award.

Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII are required to report certain civil, criminal, or administrative proceedings to www.sam.gov. Failure to make required disclosures can result in any of the remedies described in §75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

Recipient integrity and performance matters. If the total Federal share of the Federal award is more than \$500,000 over the period of performance, [Appendix XII to CFR Part 200](#) is applicable to this award.

Reporting Requirement(s)

1. Due Date: Within 30 Days of Award Release Date

Within 30 days of award release date, you must submit the following: (1) SF-424A Budget Form, (2) Budget Narrative, (3) Narrative Overview, (4) Equipment List Form (if applicable), and (5) Minor A/R Project Information (if applicable). Instructions to support your submission, as well as details for technical assistance calls to address your submission questions, are available at the [CARES technical assistance webpage](#).

2. Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 90 days after end of reporting period.

The grantee must submit an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period and must be submitted using the Electronic Handbooks (EHBs). The FFR due dates have been aligned with the Payment Management System quarterly report due dates, and will be due 90, 120, or 150 days after the budget period end date. Please refer to the chart below for the specific due date for your FFR:

- Budget Period ends August – October: FFR due January 30
- Budget Period ends November – January: FFR due April 30
- Budget Period ends February – April: FFR due July 30
- Budget Period ends May – July: FFR due October 30

3. Due Date: Within 90 Days of Project End Date

Within 90 days after the project end date, submit the SF-428 (Tangible Personal Property Report) with the SF-428B (Final Report Attachment) and, if applicable, the SF-428S (Supplemental Sheet). These documents must be completed using the HRSA Electronic Handbooks (EHBs). You must report federally-owned property, acquired equipment with an acquisition cost of \$5,000 or more for which HRSA has reserved the right to transfer title, and residual unused supplies with total aggregate fair market value exceeding \$5,000.

Records for equipment acquired with federal funds shall be retained for three years after final disposal.

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Scott Harrelson	Point of Contact, Business Official, Program Director, Authorizing Official	sharrelson@cravencountync.gov, sharrelson@hotmail.com

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Mari Carpenter at:
5600 Fishers Ln
Rockville, MD, 20852-1750
Email: mcarpenter@hrsa.gov
Phone: (301) 443-4665

Division of Grants Management Operations:

For assistance on grant administration issues, please contact Patrick Johnson at:
MailStop Code: 10SWH03
HHS/HRSA/OFAM/DGMO/HCB
5600 Fishers Ln
Rockville, MD, 20857-
Email: pjohnson3@hrsa.gov
Phone: (301) 443-0157

Expanding Capacity for Coronavirus Testing (ECT): \$176,629

Project Period: 5/1/2020 - 4/30/2021

<u>Line</u>	<u>Acct</u>	<u>Amount</u>	<u>Description</u>
42000	Postage	\$1,200	Courier service for COVID test to state lab
43207	Janitorial Supplies	\$1,000	Wipes, Disinfectant, sanitizers, cleaning cloths, etc.
43208	Medical Supplies	\$6,145	Purchase PPE - N-95 masks, face shields, medical gowns, ear loop face masks, Flu Test kits, swabs, standard testing supplies for clinical staff & patients, etc.
43240	Other Supplies	\$2,000	Temple scanners, copy paper for community education, ink supplies, etc.
44000	Contract Services	\$14,000	Contracted services with LabCorp to complete COVID-19 test results
44000	Contract Services	\$6,000	Contract with Stragetic Emergency Mgmt (SEM) to assist in drive-thru testing
44050	Contract Employees	\$41,933	Contract interpreters and contract with Blue Arbor/NCPHA to screen all patients upon entry of building, conduct contract tracing, answering COVID-19 hotline, and provide education within our community
47321	C/Outlay \$500-4999	\$8,000	(2)Heavy Duty pop-up tents for drive-thru testing
43112	Cost Allocation-to Health Depts.	\$96,351	Transfer Health Dept. Salaries & Benefits within other departments
		<u>\$176,629</u>	

1. DATE ISSUED: 05/04/2020		2. PROGRAM CFDA: 93.224		 <p>NOTICE OF AWARD AUTHORIZATION (Legislation/Regulation) H.R. 266, Paycheck Protection Program and Health Care Enhancement Act</p>																																																						
3. SUPERSEDES AWARD NOTICE dated: <small>except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.</small>																																																										
4a. AWARD NO.: 1 H8ECS38366-01-00		4b. GRANT NO.: H8ECS38366	5. FORMER GRANT NO.:																																																							
6. PROJECT PERIOD: FROM: 05/01/2020 THROUGH: 04/30/2021																																																										
7. BUDGET PERIOD: FROM: 05/01/2020 THROUGH: 04/30/2021																																																										
8. TITLE OF PROJECT (OR PROGRAM): FY 2020 Expanding Capacity for Coronavirus Testing (ECT)																																																										
9. GRANTEE NAME AND ADDRESS: CRAVEN COUNTY GOVERNMENT 406 Craven St New Bern, NC 28560-4911 DUNS NUMBER: 091564294 BHCMS # 04E01146				10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) Scott Harrelson CRAVEN COUNTY GOVERNMENT Division Line: Craven County Health Department 2818 Neuse Blvd New Bern, NC 28562-2850																																																						
11. APPROVED BUDGET: (Excludes Direct Assistance) <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation				12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:																																																						
<table border="0"> <tr><td>a. Salaries and Wages :</td><td>\$0.00</td></tr> <tr><td>b. Fringe Benefits :</td><td>\$0.00</td></tr> <tr><td>c. Total Personnel Costs :</td><td>\$0.00</td></tr> <tr><td>d. Consultant Costs :</td><td>\$0.00</td></tr> <tr><td>e. Equipment :</td><td>\$0.00</td></tr> <tr><td>f. Supplies :</td><td>\$0.00</td></tr> <tr><td>g. Travel :</td><td>\$0.00</td></tr> <tr><td>h. Construction/Alteration and Renovation :</td><td>\$0.00</td></tr> <tr><td>i. Other :</td><td>\$176,629.00</td></tr> <tr><td>j. Consortium/Contractual Costs :</td><td>\$0.00</td></tr> <tr><td>k. Trainee Related Expenses :</td><td>\$0.00</td></tr> <tr><td>l. Trainee Stipends :</td><td>\$0.00</td></tr> <tr><td>m. Trainee Tuition and Fees :</td><td>\$0.00</td></tr> <tr><td>n. Trainee Travel :</td><td>\$0.00</td></tr> <tr><td>o. TOTAL DIRECT COSTS :</td><td>\$176,629.00</td></tr> <tr><td>p. INDIRECT COSTS (Rate: % of S&WTADC) :</td><td>\$0.00</td></tr> <tr><td>q. TOTAL APPROVED BUDGET :</td><td>\$176,629.00</td></tr> <tr><td> i. Less Non-Federal Share:</td><td>\$0.00</td></tr> <tr><td> ii. Federal Share:</td><td>\$176,629.00</td></tr> </table>				a. Salaries and Wages :	\$0.00	b. Fringe Benefits :	\$0.00	c. Total Personnel Costs :	\$0.00	d. Consultant Costs :	\$0.00	e. Equipment :	\$0.00	f. Supplies :	\$0.00	g. Travel :	\$0.00	h. Construction/Alteration and Renovation :	\$0.00	i. Other :	\$176,629.00	j. Consortium/Contractual Costs :	\$0.00	k. Trainee Related Expenses :	\$0.00	l. Trainee Stipends :	\$0.00	m. Trainee Tuition and Fees :	\$0.00	n. Trainee Travel :	\$0.00	o. TOTAL DIRECT COSTS :	\$176,629.00	p. INDIRECT COSTS (Rate: % of S&WTADC) :	\$0.00	q. TOTAL APPROVED BUDGET :	\$176,629.00	i. Less Non-Federal Share:	\$0.00	ii. Federal Share:	\$176,629.00	<table border="0"> <tr><td>a. Authorized Financial Assistance This Period</td><td>\$176,629.00</td></tr> <tr><td>b. Less Unobligated Balance from Prior Budget Periods</td><td></td></tr> <tr><td> i. Additional Authority</td><td>\$0.00</td></tr> <tr><td> ii. Offset</td><td>\$0.00</td></tr> <tr><td>c. Unawarded Balance of Current Year's Funds</td><td>\$0.00</td></tr> <tr><td>d. Less Cumulative Prior Awards(s) This Budget Period</td><td>\$0.00</td></tr> <tr><td>e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</td><td>\$176,629.00</td></tr> </table>			a. Authorized Financial Assistance This Period	\$176,629.00	b. Less Unobligated Balance from Prior Budget Periods		i. Additional Authority	\$0.00	ii. Offset	\$0.00	c. Unawarded Balance of Current Year's Funds	\$0.00	d. Less Cumulative Prior Awards(s) This Budget Period	\$0.00	e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$176,629.00
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15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other [A] Estimated Program Income: \$0.00																																																										
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: <small>a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.</small>																																																										
REMARKS: (Other Terms and Conditions Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No)																																																										
Electronically signed by Elvera Messina, Grants Management Officer on : 05/04/2020																																																										
17. OBJ. CLASS: 41.51		18. CRS-EIN: 1566000290A1		19. FUTURE RECOMMENDED FUNDING: \$0.00																																																						
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE																																																				
20 - 398T160	93.224	20H8ECS38366C4	\$176,629.00	\$0.00	CH	20-COVID19-BPHC-C4																																																				

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. The funds for this award are sub-accounted in the Payment Management System (PMS) and will be in a P type (sub accounted) account. This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. If your organization previously received a grant under this program, it was in a G type (cash pooled) account designated by a PMS Account Number ending in G or G1. Now that this grant is sub accounted the PMS Account Number will be changed to reflect either P or P1. For example, if the prior year grant was in payee account number 2AAG it will now be in 2AAP. Similarly, if the prior year grant was in payee account 2AAG1, the grant will be in payee account 2AAP1. The P sub account number and the sub account code (provided on page 1 of this Notice of Award) are both needed when requesting grant funds. You may use your existing PMS username and password to check your organizations P account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pms.psc.gov/grant-recipients/access-newuser.html> and send it to the fax number indicated on the bottom of the form. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: <https://pms.psc.gov/find-pms-liaison-accountant.html>.
2. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, recipients must report information for each subaward of \$25,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. You are required to submit this information to the FFATA Subaward Reporting System (FSRS) at <https://www.fsrs.gov/> by the end of the month following the month in which you awarded any subaward. The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <https://www.hrsa.gov/grants/ffata.html>.
3. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>

Program Specific Term(s)

1. You may not use this funding for: costs supported with H80, H8C, or H8D funding, as well as costs that are reimbursed or compensated by other federal or state programs that provide for such benefits; the purchase or upgrade of an electronic health record that is not certified by the Office of the National Coordinator for Health Information Technology; new construction activities, including additions or expansions; major alteration and renovation projects valued at \$500,000 or greater in total federal and non-federal costs (excluding the cost of allowable moveable equipment); installation of trailers and permanently affixed modular or prefabricated buildings; facility or land purchases; and significant exterior site work such as new parking lots or storm water structures.
2. Under existing law, and consistent with Executive Order 13535 (75 FR 15599), awardees are prohibited from using federal funds to provide abortion services (except in cases of rape or incest, or when the life of the woman would be endangered).
3. You may rebudget these funds without prior approval except as noted below, and provided that the proposed use of funding aligns with the funding intent (purchase, administer, and expand capacity for testing to monitor and suppress COVID-19), avoids ineligible uses of funding as outlined in this notice of award, and complies with 45 CFR Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards available at <http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>. HRSA requires grantees to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when under a grant where the federal share of the project exceeds the Simplified Acquisition Threshold and the cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and

federal funds and required matching or cost sharing) for that budget period.

4. This notice of award provides one-time funding to support health centers funded under the Health Center Program to prevent, prepare for, and respond to coronavirus disease 2019 (COVID-19). Specifically funds may be used by health centers for necessary expenses to purchase, administer, and expand capacity for testing to monitor and suppress COVID-19. Funds have been made available for this purpose by the Paycheck Protection Program and Health Care Enhancement Act, available at <https://www.congress.gov/bills/116/congress/house-bills/266/text>.
As provided for in Office of Management and Budget Memorandum M-20-11 - *Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19)*, available at <https://www.whitehouse.gov/wp-content/uploads/2020/03/M-20-11.pdf>, HRSA authorizes you to charge allowable pre-award costs that were incurred before the effective date of this award, dating back to January 20, 2020.
HRSA determined your award amount using the following formula: (1) \$98,329, plus, (2) \$15.00 per patient reported in the 2019 Uniform Data System (UDS).
5. You are expected to monitor and use available resources, such as those available from local and state public health entities and the Centers for Disease Control and Prevention (CDC) available at <https://www.cdc.gov/coronavirus/2019-ncov/index.html>. Health center-specific resources and more information are available at Emergency Preparedness and Recovery Resources for Health Centers at <https://bphc.hrsa.gov/emergency-response> and through Health Center Program Strategic Partners at <https://bphc.hrsa.gov/qualityimprovement/strategicpartnerships/index.html>.
6. Up to \$150,000 of the funding included in this notice of award may be utilized for minor alteration and renovation (A/R) activities to support testing capacity. Minor A/R activities must occur at an in-scope service delivery site and the total project cost must be less than \$500,000. You must submit the required minor A/R information to HRSA before drawing down funds for minor A/R activities. See the ECT technical assistance webpage for details regarding required minor A/R project information.
7. New and/or improved space resulting from minor alteration and renovation activities may only be used for purposes consistent with Section 330 of the Public Health Service Act (42 U.S.C. § 254b) and the purposes of this award.
8. With receipt of this notice of award, you acknowledge that federal interest exists in real property and equipment which will be maintained in accordance with 45 CFR Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards available at <http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.175>. You must maintain adequate documentation to track and protect the federal interest. For real property, adequate documentation must include communications between the lessor and the lessee related to protecting such interest, in accordance with the standard award terms and conditions. Such documentation must be available for review by HRSA upon request.
9. You must use this funding to support activities to purchase, administer, and expand capacity for testing for COVID-19. Funding may support a wide-range of testing and testing related, in-scope activities that may change as COVID-19 needs evolve within your community, including but not limited to:
- Maintain and increase health center capacity and personnel levels to support coronavirus testing and clinical and operational needs directly related to testing, including hiring and contracting with providers and other personnel
 - Development of testing plans for both active infection and prior exposure
 - Procurement and distribution of tests within the service area
 - Purchase of testing equipment and supplies
 - Temporary drive- or walk-up testing
 - Laboratory services
 - Patient and community education related to testing
 - Assessment of symptoms, delivering test results, and appropriate follow up assessment including by telephone, text monitoring systems, or videoconference
 - Testing personnel to support a safe workplace and facilitate timely return to work
 - Personnel training related to testing
 - Outreach to patients who may be at high risk or who have access barriers
 - In coordination with federal, state and local public health activities, notifying identified contacts of infected health center patients of their exposure to COVID-19, consistent with applicable law (including laws relating to communicable disease reporting and privacy)
 - Reporting information on COVID-19 infection to federal, state, and local public health agencies consistent with applicable law (including laws relating to communicable disease reporting and privacy)
 - Personal protective equipment
 - Equipment (e.g., telehealth equipment, temporary and non-fixed barriers to separate patients, vehicles to transport patients or health center personnel)
 - Health information technology (e.g., technology to support tracking, sharing, and reporting capacity)
 - Minor alteration or renovation projects directly supporting testing capacity expansion

- Purchase or lease of mobile vans/units directly supporting testing capacity expansion

As provided for in OMB Memorandum M-20-11 - *Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19)*, available at <https://www.whitehouse.gov/wp-content/uploads/2020/03/M-20-11.pdf>, HRSA may waive the procurement requirements contained in 45 CFR § 75.328(b) regarding geographical preferences and 45 CFR § 75.330 regarding contracting small and minority businesses, women's business enterprises, and labor surplus area firms. HRSA approved this waiver on March 24, 2020, which is valid until July 26, 2020. HRSA will issue public notices of extensions of such waivers to the extent that they are extended.

10. You must update or request prior approval from HRSA as appropriate to ensure that your scope of project accurately reflects any changes needed to implement activities supported by this award. This includes: (1) Form 5A: Services Provided, (2) Form 5B: Service Sites, and (3) Form 5C: Other Activities/Locations. For additional information, see the scope of project resources available at <https://bphc.hrsa.gov/programrequirements/scope.html>, COVID-19 scope of project-related frequently asked questions at <https://bphc.hrsa.gov/emergency-response>, and consult your project officer as needed.
11. You must submit a progress report at least quarterly into the HRSA Electronic Handbooks. Reports will describe the status of the activities and use of funds to purchase, administer, and expand capacity for testing to monitor and suppress COVID-19. You will also submit information related to the use of this funding for minor alterations and renovations-related activities, if applicable. Details about reporting requirements will be posted to the ECT technical assistance webpage when available.

Standard Term(s)

1. Recipients must comply with all terms and conditions outlined in their grant award, including grant policy terms and conditions outlined in applicable Department of Health and Human Services (HHS) Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.
2. All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.
3. "This [project/publication/program/website] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with xx percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS or the U.S. Government."
Recipients are required to use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA-supported publications and forums describing projects or programs funded in whole or in part with HRSA funding. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.
4. Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or itemFor which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.
5. Items that require prior approval from the awarding office as indicated in 45 CFR Part 75 [Note: 75 (d) HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of Award] must be submitted as a Prior Approval action via Electronic Handbooks (EHBs). Only responses to prior approval requests signed by the GMO are considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the HRSA.
In addition to the prior approval requirements identified in 45 CFR Part 75, HRSA requires grantees to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under a grant where the Federal share of the project exceeds the Simplified Acquisition Threshold and the cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period.
6. Payments under this award will be made available through the DHHS Payment Management System (PMS). PMS is administered by the

- Division of Payment Management, Financial Management Services, Program Support Center, which will forward instructions for obtaining payments. Inquiries regarding payments should be directed to: ONE-DHHS Help Desk for PMS Support at 1-877-614-5533 or PMSSupport@psc.hhs.gov. For additional information please visit the Division of Payment Management Website at <https://pms.psc.gov/>.
7. The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: HItps@os.dhhs.gov or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).
 8. Submit audits, if required, in accordance with 45 CFR Part 75, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132 PHONE: (310) 457-1551, (800) 253-0696 toll free <https://harvester.census.gov/facweb/default.aspx/>.
 9. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at [HHS Limited English Proficiency \(LEP\)](https://www.hhs.gov/ocr/office/limited-english-proficiency/).
 10. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to: <https://www.hrsa.gov/sites/default/files/hrsa/grants/manage/trafficking-in-persons.pdf>. If you are unable to access this link, please contact the Grants Management Specialist identified in this Notice of Award to obtain a copy of the Term.
 11. The Further Consolidated Appropriations Act, 2020, § 202, (P.L. 116-94), enacted December 20, 2019, restricts the amount of direct salary that may be paid to an individual under a HRSA grant or cooperative agreement to a rate no greater than Executive Level II of the Federal Executive Pay Scale. Effective January 2020, the Executive Level II salary level is \$197,300. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate. This salary limitation also applies to sub-recipients under a HRSA grant or cooperative agreement. The salary limitation does not apply to payments made to consultants under this award although, as with all costs, those payments must meet the test of reasonableness and be consistent with recipient's institutional policy. None of the awarded funds may be used to pay an individual's salary at a rate in excess of the salary limitation. Note: an individual's base salary, per se, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements. For individuals whose salary rates are in excess of Executive Level II, the non-federal entity may pay the excess from non-federal funds.
 12. To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Please see <http://www.hhs.gov/civil-rights/for-individuals/index.html>. HHS also provides specific guidance for recipients on meeting their legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive Federal financial assistance (P. L. 88-352, as amended and 45 CFR Part 75). In some instances a recipient's failure to provide language assistance services may have the effect of discriminating against persons on the basis of their national origin. Please see <http://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html> to learn more about the Title VI requirement for grant and cooperative agreement recipients to take reasonable steps to provide meaningful access to their programs and activities by persons with limited English proficiency.
 13. Important Notice: The Central Contractor registry (CCR) has been replaced. The General Services Administration has moved the CCR to the System for Award Management (SAM) on July 30, 2012. To learn more about SAM please visit <https://www.sam.gov/SAM/>. It is incumbent that you, as the recipient, maintain the accuracy/currency of your information in the SAM at all times during which your entity has an active award or an application or plan under consideration by HRSA, unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. This requirement flows down to subrecipients. Note: SAM information must be updated at least every 12 months to remain active (for both grantees and sub-recipients). Grants.gov will reject submissions from applicants with expired registrations. It is advisable that you do not wait until the last minute to register in SAM or update your information. According to the SAM Quick Guide for Grantees (https://www.sam.gov/SAM/transcript/Quick_Guide_for_Grants_Registrations.pdf), an entity's registration will become active after 3-5 days. Therefore, check for active registration well before the application deadline.
 14. In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a

U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. This term applies to all grant programs except block grants governed by 45 CFR part 96 or 45 CFR Part 98, or grant awards made under titles IV-A, XIX, and XXI of the Social Security Act; and grant programs with approved deviations.

15. §75.113 Mandatory disclosures.

Consistent with 45 CFR 75.113, applicants and non-federal entities must disclose, in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Sub recipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following address:

Department of Health and Human Services
Health Resources and Services Administration
Office of Federal Assistance Management
Division of Grants Management Operations
5600 Fishers Lane, Mailstop 10SWH-03
Rockville, MD 20879

AND

U.S. Department of Health and Human Services
Office of Inspector General
Attn: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201

Fax: (202)205-0604 (Include: "mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov
Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321). The recipient must include this mandatory disclosure requirement in all sub-awards and contracts under this award.

Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII are required to report certain civil, criminal, or administrative proceedings to www.sam.gov. Failure to make required disclosures can result in any of the remedies described in §75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

Recipient Integrity and performance matters. If the total Federal share of the Federal award is more than \$500,000 over the period of performance, Appendix XII to CFR Part 200 is applicable to this award.

Reporting Requirement(s)

1. Due Date: Within 90 Days of Project End Date

Within 90 days after the project end date, submit the SF-428 (Tangible Personal Property Report) with the SF-428B (Final Report Attachment) and, if applicable, the SF-428S (Supplemental Sheet). These documents must be completed using the HRSA Electronic Handbooks (EHBs). You must report federally-owned property, acquired equipment with an acquisition cost of \$5,000 or more for which HRSA has reserved the right to transfer title, and residual unused supplies with total aggregate fair market value exceeding \$5,000. Records for equipment acquired with federal funds shall be retained for three years after final disposal.

2. Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due Quarter End Date after 90 days of reporting period.

The grantee must submit an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period and must be submitted using the Electronic Handbooks (EHBs). The FFR due dates have been aligned with the Payment Management System quarterly report due dates, and will be due 90, 120, or 150 days after the budget period end date. Please refer to the chart below for the specific due date for your FFR:

- Budget Period ends August – October: FFR due January 30
- Budget Period ends November – January: FFR due April 30
- Budget Period ends February – April: FFR due July 30
- Budget Period ends May – July: FFR due October 30

3. Due Date: Within 30 Days of Award Release Date

Within 30 days of award release date, you must submit the following: (1) activity overview, (2) SF-424A Budget Information Form, (3) budget narrative, (4) Equipment List Form (if applicable), and (5) minor alteration and renovation project information (if applicable). Instructions to support your submission, as well as details for technical assistance calls to address your submission questions, are available at the [ECT technical assistance webpage](#).

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts**NoA Email Address(es):**

Name	Role	Email
Scott Harrelson	Program Director, Business Official, Authorizing Official, Point of Contact	sharrelson@hotmail.com, sharrelson@cravencountync.gov

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Marl Carpenter at:
5600 Fishers Ln
Rockville, MD, 20852-1750
Email: mcarpenter@hrsa.gov
Phone: (301) 443-4665

Division of Grants Management Operations:

For assistance on grant administration issues, please contact Patrick Johnson at:
Mail/Stop Code: 10SWH03
HHS/HRSA/OFAM/DGMO/HCB
5600 Fishers Ln
Rockville, MD, 20857-
Email: pjohnson3@hrsa.gov
Phone: (301) 443-0157

Grant Agreement

THIS GRANT AGREEMENT (this "Grant Agreement") is effective as of April 15, 2020 (the "Effective Date"), by and between the North Carolina Community Health Center Association ("NCCHCA") and Grantee (as defined below).

Grantee

Craven County Health Department ("Grantee" or "you")

Title

COVID-19 Support Funding

Grant Amount

NCCHCA received grants from the Kate B. Reynolds Charitable Trust, the Biogen Foundation, and the Delta Dental Foundation to distribute to North Carolina's community health centers. The following has been distributed to you in one lump sum from NCCHCA:

Kate B. Reynolds Charitable Trust	\$5,641.02
Biogen Foundation	\$3,461.54
Delta Dental Foundation	\$3,200
Total Sub-Grant Amount	\$12,302.56

Use of the Grant

Pass through funds provided to you by NCCHCA from the Kate B. Reynolds Charitable Trust and the Biogen Foundation may be used to cover any costs associated with providing services to patients during the COVID-19 public health crisis. Costs may be programmatic or operational.

Pass through funds provided to you by NCCHCA from the Delta Dental Foundation should only be utilized for the purpose of providing emergency or other dental services to patients during the COVID-19 public health crisis. Costs may be programmatic or operational.

Reporting

Please submit a brief narrative description of how you used the funds outlined above to Mel Goodwin at goodwinm@ncchca.org by close of business on May 30, 2020. NCCHCA will report directly to each funder on the use of funds by health centers.

Publicity

Grantee may not share any information about the Grant Agreement with the public or any third party (by way of a press release, social media, or otherwise) until the Grant Agreement is executed and NCCHCA has provided its approval of the proposed announcement. Please contact Mel Goodwin at goodwinm@ncchca.org to discuss your proposed publicity plans.

Grant Signatures

Grantee

Scott Harrelson
Signature of Authorizing Official

Scott Harrelson
Printed Name

4-22-20
Date

CEO
Title

North Carolina Community Health Center Association

Mel Goodwin
Signature of Authorizing Official

Mel Goodwin
Printed Name

4/16/20
Date

Interim COO & General Counsel
Title

The Golden LEAF Foundation ("Golden LEAF")

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: County of Craven / Planning Department
2. Project File Number & Title: FY2020-288 / Craven County Schools Emergency Generators
3. Purpose of Grant: Loss of power and HVAC at Craven County schools following Hurricane Florence resulted in extensive mold throughout the buildings extending the time that schools were closed after the storm and dramatically increasing the cost of repairs to the schools. Golden LEAF disaster recovery grant funds will be used to install emergency generators at the five schools that experienced the most extensive mold damage. Maintaining HVAC to prevent mold will reduce time the schools will need to be closed, enabling partial reopenings, and reduce expenses incurred.
4. Amount of Grant: \$1,393,800.00
5. Award Date: 6/4/2020 Start Date: _____
6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant is 9 months, commencing on the Award Date unless the Grantee proposes a later Start Date that is accepted by Golden LEAF. Golden LEAF may extend the term of the Grant. The provisions of this Grantee Acknowledgment and Agreement that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
 - b) Golden LEAF funds may be used for project-related expenses incurred prior to the grant award.
 - c) Grantee agrees to use reasonable efforts to secure funding for these repairs from FEMA, its insurer, and/or other sources of funding typically available to the grantee for similar disaster-recovery projects and will pay any funds received from other sources for these repairs to Golden LEAF, up to the full amount of grant funds released by Golden LEAF for this project.
 - d) Use of grant funds must comply with applicable requirements of S.L. 2018-136, S.L. 2018-138, and S.L. 2018-250, including, without limitation, Section 4.2(a) and Section 4.2(b) of S.L. 2018-136.
 - e) Grantee agrees to comply with applicable requirements of G.S. 143C-6-23.
7. Standard conditions on the release of grant funds:
 - a) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
 - b) Release of funds is contingent on Grantee returning a fully executed original of this Grantee Acknowledgment and Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
 - c) Release of funds is contingent on Grantee submitting a project management plan ("PMP") that Golden LEAF has approved. The PMP must be submitted for approval within forty-five (45) days of the Award Date, unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the PMP must be submitted on Golden LEAF form(s). The PMP will include key activities that are critical to successful implementation of the grant and outcomes that will be used to assess the success and effectiveness of the project.
 - d) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).

- e) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
 - f) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.
 - g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.
8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.
9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.
10. Conflict of interest: In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half-sister, (7) child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, half-brother, sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity

or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of his or her financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflict of interest or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit

11. Procurement: All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of \$1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of \$100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section.
12. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing.
13. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding or in this Agreement shall take precedence over any

conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Grantee Acknowledgment and Agreement and the Grantee's application for funding, this Grantee Acknowledgment and Agreement will control.

14. The Grantee acknowledges receipt of the following policy regarding termination and rescission of grants, which is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

Policy Regarding Rescission and Termination of Grants. Rescission of a grant revokes the grant award. When funds have been disbursed to a Grantee by Golden LEAF and a grant is rescinded, the Grantee may be liable for repayment to Golden LEAF for an amount up to the total of grant funds received by the Grantee, in addition to any other remedy available to Golden LEAF. Termination of a grant ends the grant on a going-forward basis, and the Grantee is responsible for repayment to Golden LEAF of only that portion of the grant funds that has been disbursed but not expended by the Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time in the discretion of Golden LEAF for the Grantee's failure to comply with its obligations under this Agreement or if any of the Grantee's representations and warranties in this Agreement are or become untrue as to a material fact. Reasons for rescission or termination of a grant include but are not limited to the following:

- a. The Grantee has not signed and delivered to Golden LEAF the Grantee Acknowledgment and Agreement within forty-five (45) days of the Award Date set out in Section 5, above.
- b. The Grantee has failed to complete the project within the grant term established by this Agreement or any extensions thereof.
- c. The Grantee's tax-exempt status has been modified or revoked.
- d. The Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.
- e. The Grantee has experienced a change in circumstances that is likely to have a material adverse effect upon the Grantee's ability to accomplish fully the purposes of the grant (e.g., loss of collateral funding, loss of key personnel, etc.).
- f. The Grantee has failed or refused to submit a report, statement, accounting or return required by this Agreement or applicable law.
- g. The Grantee has materially modified its budget for the project, and such material modification has not been approved by Golden LEAF.
- h. The Grantee commits a material violation of the Internal Revenue Code or uses grant funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.
- i. The Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement.
- j. The Grantee requests that the grant be rescinded or terminated.

It is anticipated that a grant will be rescinded in situations in which no grant funds have been disbursed. Where grant funds have been disbursed, it is anticipated that a grant will be rescinded in the case of more serious violations (including, without limitation, use of grant funds for some purpose not contemplated by the grant or in violation of the Internal Revenue Code, or upon other affirmative misconduct of the Grantee), and that termination of a grant will occur in the case of the less serious instances of non-compliance or where the circumstance giving rise to termination is not the result of misconduct of the Grantee.

If the Board of Directors of Golden LEAF determines that a grant should be rescinded or terminated, Golden LEAF will notify the Grantee of that decision. Golden LEAF may choose to notify the Grantee that the grant is subject to rescission or termination unless the Grantee remedies the noncompliance, and Golden LEAF may establish deadlines or other limitations on the Grantee's opportunity to remedy the noncompliance. If Golden LEAF allows the Grantee the opportunity to correct the noncompliance, no further grant funds shall be advanced until the noncompliance is remedied.

15. Release of Funds: Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be in writing using the approved Golden LEAF form and shall certify that the Grantee has performed in accordance with the terms and provisions of its Grantee Acknowledgment and Agreement, and that such Grantee is entitled under the terms of such Agreement to receive the amount so requested. Each request should be made to President, The Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.
16. Reporting: The Grantee agrees to submit a progress report to Golden LEAF biannually, to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden LEAF's website, www.goldenleaf.org. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms prescribed by Golden LEAF.
17. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.
18. This Section 18 is applicable if the following blank is marked: _____ Staff Initials & date: _____

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to ensure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.
20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, national origin, or handicap related to the activities of a project funded by Golden LEAF.

21. **Publicity:** All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **“This project received support from The Golden LEAF Foundation.”** The Golden LEAF logo is to be displayed in all of the Grantee’s publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.
22. **Authority to execute/Necessary Approvals Obtained:** The individual signing below certifies his or her authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): _____

Signature: _____

Name of Person Signing (print): _____

Title of Person Signing (print): _____

Date: _____



Email Application

**CITY OF HAVELOCK
TALENT BANK APPLICATION FOR APPOINTMENT
TO A CITY BOARD OR COMMISSION**

Name: William "Alfred" Gray
 Physical Residential Address: 107 Cedar Creek Lane, Havelock NC 28532
 Home Phone: 252-444-3436 Work Phone: 252-617-0325
 E-mail Address: alfieandsue@tnc.com

Please check the board/commission you are interested:

- | | |
|--|--|
| <input type="checkbox"/> Eastern Carolina Aviation Heritage Foundation (ECAHF) | <input type="checkbox"/> Recreation Advisory Board |
| <input checked="" type="checkbox"/> Planning Board | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Miscellaneous Ad Hoc Committees |
| <input type="checkbox"/> Community Appearance Commission | |

Do you live within the corporate limits of Havelock? Yes No ETJ

How long have you been a resident of Havelock? 56 years

High School Attended: Havelock High

Presently employed by: Retired Craven County Schools

Occupation: Technology Technician III Retired

Why do you want to serve on this board? Through collaboration and teamwork,

I want to help bring the voices of all our community to light.

Have you previously served on any city board/commission? Yes No

If yes, which one? _____ When? _____

Why do you think you would be an asset to this board? I am a people person, effective listener and eager to make a positive impact in my community.

Signed: W. Alfred Gray Date: 6/17/2020

Please return to:

City Clerk's Office - 1 Government Avenue - P. O. Box 368 - Havelock, North Carolina

Website: www.HavelockNC.US

Phone: 252-444-6406 ♦ Fax: 252-447-0126 ♦ E-mail: cmorgan@havelocknc.us

RESOLUTION
New Bern, North Carolina
Tax Parcel Number 9-048-181

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by the County, identified as Tax Parcel Number 9-048-181 and being more particularly described herein; and,

WHEREAS, the Board of Commissioners is authorized to sell the County's interest in the property pursuant to North Carolina General Statute §160A-269; and,

WHEREAS, the offer to purchase was advertised as required by said statute; and

WHEREAS, the final offer to purchase, after the upset bid period, was for the sum of \$5,000.00 by Jamie Noe; and,

WHEREAS, the Board of Commissioners deems it advisable and in the best interest of the County to sell its interest in the subject property to the successful bidder and to convey its interest in said property by quitclaim deed.

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

Section 1. That the last and highest bid of Jamie Noe in the sum of \$5,000.00 for said parcel identified as Tax Parcel Number 9-048-181, and being more particularly described herein, be and the same is hereby accepted as to the County's interest in said property, and the Chairman, County Manager and/or Clerk be and they are hereby authorized and directed to execute a quitclaim deed to the purchaser for the County's interest in said property, and to further execute any and all other documents related to the sale of the same.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has been executed on behalf of the County, upon payment of the purchase price.

Section 3. That the subject property is more particularly described as follows:

All that certain lot or parcel of land lying and being situate in Number Nine (9) Township, Craven County, North Carolina, and being more particularly described as follows:

All of that certain property more fully described in Deed Book 3383, Page 228 in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 9-048-181.

ADOPTED THIS 6th DAY OF JULY, 2020.

THOMAS MARK, Chairman

(County Seal)

NAN HOLTON,
Clerk to the Board

38\\SERVER04\lssdocs\00000078\00110911.000.DOCX

NORTH CAROLINA
CRAVEN COUNTY

Tax Parcel # 9-048-181
Revenue Stamps \$ 0

THIS DEED, made this _____ day of July, 2020, by and between **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantor”); to the **JAMIE P. NOE REVOCABLE TRUST AGREEMENT** (“Grantee”), whose mailing address is 301 Boros Road, New Bern, NC 28560 is as follows:

W I T N E S S E T H :

That the Grantor in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the Grantee the property described in **EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**, which said property does not include the primary residence of the Grantor.

TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee, forever free and discharged from all right, title and interest of the Grantor or anyone claiming by, through or under the Grantor.

This conveyance is without warranties of title and is subject to all matters of record.

Prepared by:
Sumrell Sugg, P.A.
Attorneys at Law
416 Pollock Street
New Bern, North Carolina 28560

**NO TITLE EXAM REQUESTED OR PERFORMED
WITHOUT SEPARATE, WRITTEN OPINION ON TITLE
SIGNED BY PREPARER**

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of _____, 2020, before me personally appeared THOMAS MARK, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that NAN HOLTON is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate described in and which executed the foregoing instrument; that she knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the ____ day of _____, 2020.

My Commission Expires:

NOTARY PUBLIC

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT

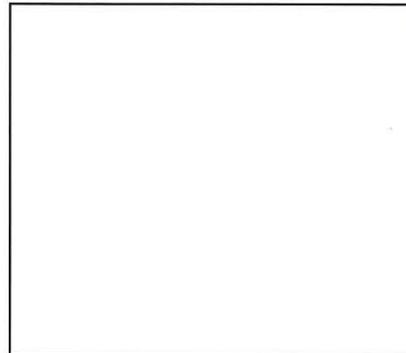


EXHIBIT A

A certain tract of land in Craven County, North Carolina, No. 9 Township, bounded and described as follows:

Adjoining the lands of G.D. Dortch and others, beginning at the run of Greentree branch in G.D. Dortch's line and runs along said Dortch's line reverted south 67 west 97 poles to Dortch's corner a stake, thence north 23 west 53 poles to a lightwood stake, thence north 67 east 86 poles to the run of Greentree branch and down said branch to the beginning, containing thirty acres more or less.

EXCEPTING from the above described tract of land 15 3/4 acres thereof as conveyed and described in the deed from Samuel Williams and wife, Lucy Williams, to Jane Turner, dated January 11, 1905, and recorded in the office of Register of Deeds of Craven County in Book 153, Page 78, reference to which is hereby made.

LESS AND EXCEPTING that property as described in that deed from Nathan Bryant and wife, Colia Bryant, to David Bryant, and wife, Dosia Bryant, which deed is dated and recorded October 26, 1948, in Deed Book 421, Page 135, Craven County Registry.

Being also that same property conveyed to Craven County by Commissioner's Deed recorded September 3, 2015 in Deed Book 3383, at Page 228, in the Craven County Registry.

This property is also commonly referred to by its tax parcel identification number which is 9-048-181.

SUBJECT to any and all liens, restrictive covenants and easements appearing of record.

This parcel is not the primary residence of the grantor.

EXHIBIT A

A certain tract of land in Craven County, North Carolina, No. 9 Township, bounded and described as follows:

Adjoining the lands of G.D. Dortch and others, beginning at the run of Greentree branch in G.D. Dortch's line and runs along said Dortch's line reverted south 67 west 97 poles to Dortch's corner a stake, thence north 23 west 53 poles to a lightwood stake, thence north 67 east 86 poles to the run of Greentree branch and down said branch to the beginning, containing thirty acres more or less.

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SUBJECT to any and all liens, restrictive covenants and easements appearing of record.

This parcel is not the primary residence of the grantor.

**OWNER AFFIDAVIT AND INDEMNITY AGREEMENT
(NO RECENT IMPROVEMENTS AND NO EXECUTORY CONTRACTS FOR IMPROVEMENTS)**

PARTIES: All parties identified in this section must execute this Agreement.

Owner: **Craven County, a body politic and corporate**

(NOTE: A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

PROPERTY: See "EXHIBIT A" attached hereto and incorporated herein by reference

(Insert street address or brief description and/or attach a description as Exhibit A. Include here any real estate that is a portion of a larger, pre-unsegregated tract when that area is reasonably necessary for the convenient use and occupation of Improvements on the larger tract.)

DEFINITIONS: The following capitalized terms as used in this Agreement shall have the following meanings:

- **Improvement:** All or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, including tree shrubbery, driveways, and private roadways on the Property as defined below.
- **Labor, Services or Materials:** ALL labor, services, materials for which a lien can be claimed under NCGS Chapter 44A, Article 2, including but not limited to professional design services (including architectural, engineering, landscaping and surveying) and/or rental equipment.
- **Contractor:** Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner of real property for the making of an Improvement thereon. (Note that services by architects, engineers, landscapers, surveyors, furnishers of rental equipment and contracts for construction on Property of Improvements are often provided before there is any evidence of construction.)
- **120-Day Lien Period:** The 120 days immediately preceding the date of recordation of the latter of the deed to purchaser or deed of trust to lender in the records of the Register of Deeds of the county in which the Property is located.
- **Owner:** Any person or entity, as defined in NCGS Chapter 44A, Article 2, who has or has had any interest in the Property within the 120-Day Lien Period for the purposes of this Agreement, the term Owner includes: (i) a seller of the Property or a borrower under a loan agreement secured by the Property; (ii) a person with rights to purchase the Property under a contract and for whom an Improvement is made and who ordered the Improvement to be made; or (iii) the Owner's successors in interest and agents of the Owner acting within their authority.
- **Company:** The title insurance company providing the title policy for the transaction contemplated by the parties herein.
- **Property:** The real estate described above or on Exhibit A and any leaseholds, tenements, hereditaments, and improvements placed thereon.
- All defined terms shall include the singular or plural as required by context.

AGREEMENT: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the purchase of the Property by a purchaser and/or the making of a loan by a lender secured by a deed of trust encumbering the Property and the issuance of a title insurance policy by Company insuring title to the Property without exception to liens for Labor, Services or Materials; Owner first being duly sworn, deposes, says and certifies:

1. **Certifications:** Owner certifies that at no time during the 120-Day Lien Period have any Labor, Services or Materials been furnished in connection with the purchase of the Property or the making of a loan secured by a deed of trust encumbering the Property (including architectural, engineering, landscaping or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A) nor have any Labor, Services or Materials been furnished on the Property prior to the 120-Day Lien Period that will or may be completed after the date of this affidavit OR only minor repairs and/or alterations to pre-existing Improvements have been made and Owner certifies that no Mechanics Lien Agent has been appointed.

2. **Reliance and Indemnification:** This Agreement may be relied upon by the purchaser in the purchase of the Property, a lender to make a loan secured by a deed of trust encumbering the Property and by Company in issuance of a title insurance policy or policies insuring title to the Property without exception to liens for Labor, Services or Materials as certified in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon and anyone claiming by, through or under Owner.

Owner agrees to indemnify and hold purchaser, lender, and Company harmless of and from any and all loss, cost, damage and expense of every kind, and all fees, costs and expenses, which the purchaser, lender or Company shall or may incur or become liable for, directly or indirectly, as a result of reliance on the certifications of Owner made herein or in enforcement of the Company's rights hereunder.

3. **NCLTA Copyright and Entire Agreement:** This Agreement and any attachments hereto represent the entire agreement between the Owner and the Company and no prior or contemporaneous agreement or understanding inconsistent herewith (whether oral or written) pertaining to such matters is effective. THIS IS A COPYRIGHT FORM and any variances in the form provisions hereof must be specifically stated in the blank below and agreed to in writing by the Company.

No modification of this Agreement, and no waiver of any of its terms or conditions, shall be effective unless made in writing and approved by the Company.

PROVIDING A FALSE AFFIDAVIT IS A CRIMINAL OFFENSE		
EXECUTION BY OWNER		
CRAVEN COUNTY, a body politic and corporate By: _____ Printed or Typed Name/Title: _____ (Seal)	State of <u>NORTH CAROLINA</u> County of <u>CRAVEN</u> Signed and sworn to (or affirmed) before me this day by _____ _____ of <u>Craven County, a body politic and corporate.</u> Date: _____ _____, Notary Public My Commission Expires: _____	(After Official/Notarial Seal)

CRAVEN COUNTY

RESOLUTION

THAT WHEREAS, Craven County has received an Offer to Purchase a parcel of property owned by it identified as Tax Parcel Number 5-004-042 and more particularly described in Deed Book 3534, Page 2100 in the Craven County Registry (hereinafter the "Real Property"), a copy of said offer is attached hereto as Exhibit A; and

WHEREAS, the Board of Commissioners is authorized to sell the County's interest in the property pursuant to the provisions of North Carolina General Statute §160A-269.

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

1. That the Board of Commissioners hereby authorizes the initiation of the upset bid process for the Real Property by advertising notice of the offer to purchase in accordance with the provisions of North Carolina General Statute §160A-269.

2. That the County Manager, Clerk and/or Attorney are authorized to take all actions necessary to accomplish the purposes of this Resolution.

ADOPTED THIS 6th DAY OF JULY, 2020.

THOMAS MARK, Chairman

(County Seal)

NAN HOLTON,
Clerk to the Board

Also conveyed herewith and subject to is an easement for ingress, egress and regress and the installation and maintenance of utilities and drainage which easement is 25 feet in width the Northern line of which is more particularly described as follows: Beginning at a point in the eastern right-of-way line of Ferry Road (NC Highway 306) which point is located the following two courses and distances from NCGS Monument "Island", North $11^{\circ} 34' 55''$ West 1461.46 feet to an existing PK nail in the centerline of the pavement of Ferry Road; thence North $87^{\circ} 47' 20''$ East 51.27 feet to a NC right-of-way monument; the point and place of beginning. THENCE FROM THIS POINT OF BEGINNING SO LOCATED along and with the Northern line of said 25 foot easement North $87^{\circ} 47' 20''$ East 787.18 feet to the run of Ned's Branch the terminus of said 25 foot easement.

Also conveyed herewith and subject to is an easement for ingress, egress and regress, drainage and utility installation and maintenance which easement is 10 feet in width the southern line of said 10 foot easement being more particularly described as follows: Beginning at a point which is located the following courses and distances from NC GS Monument "Island": North $11^{\circ} 34' 55''$ West 1461.46 feet to a nail in the centerline of the pavement of Ferry Road (NC Highway 306); North $87^{\circ} 47' 20''$ East 51.27 feet to a NC DOT right-of-way monument; South $12^{\circ} 15' 35''$ East 156.45 feet to an iron pipe in the eastern right-of way line of Ferry Road; thence running North $88^{\circ} 01' 55''$ East 226.38 feet to the point and place of beginning; THENCE FROM THIS POINT OF BEGINNING SO LOCATED along and with the southern line of said 10 foot easement North $88^{\circ} 01' 55''$ East 582.02 feet to an iron pipe in the run of Ned's Branch, the terminus of said 10 foot easement.

The property is commonly referred to by its tax parcel identification number which is 5-004-042.

This parcel is not the primary residence of the grantor.

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances thereunto belonging to Craven County, the said Grantee, in fee simple forever, in as

11/1/18

Doc No: 10022083
Recorded: 05/08/2018, 03:40:30 PM
Fee Amt: \$30.00 Page 1 of 4
Revenue Tax: \$4.00
CRAVEN County, North Carolina
Sherril S. Richard Register of Deeds
Bk 3534 Pg 2100

NORTH CAROLINA

COMMISSIONER'S DEED

CRAVEN COUNTY

Revenue Stamps: \$4.00
Parcel # 5-004-042

THIS COMMISSIONER'S DEED, made and executed this 8th day of May, 2018, by and between AARON D. ARNETTE, Commissioner, pursuant to a judgment of the District Court of the N.C. General Court of Justice in Craven County, North Carolina in an action entitled "Craven County, Plaintiff v. Ollie Chapman Toon, et al. (File No. 17 CVD 1710), Grantor, to Craven County, whose mailing address is 406 Craven Street, New Bern, North Carolina 28560, as Grantee.

WITNESSETH:

WHEREAS, said Aaron D. Arnette, Commissioner, being empowered and directed by a judgment in the said action, did, on the 20th day of April, 2018, after due advertisement according to law, and as directed by said judgment, expose the land hereinafter described to public sale at the door of the Craven County Courthouse, where and when Craven County became the last and highest bidder(s) for said land at the public sale for the sum of \$1,812.21; and

WHEREAS, on the 20th day of April, 2018, Aaron D. Arnette, Commissioner, filed a Report of Sale indicating that Craven County was the last and highest bidder for said property in the amount of \$1,812.21; and,

WHEREAS, more than 10 days elapsed since the original report of sale or most recent upset bid was filed; and

Return to +
Prepared By:

Sumrell, Sugg, Carmichael, Hicks & Hart, P.A.
416 Pollock Street
New Bern, NC 28560

Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 6/2/2020 2:21:57 PM

Parcel ID : 5-004 -042
Owner : CRAVEN COUNTY
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
Property Address :
Description : HUKINS LAND
Lot Description :



Subdivision :

Assessed Acreage : 1.039 **Calculated Acreage :** 0.840
Deed Reference : 3534-2100 **Recorded Date :** 5 8 2018
Recorded Survey :
Estate Number :
Land Value : \$4,680 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$4,680
City Name : **Fire tax District :** TOWNSHIP 5
Drainage District : **Special District :**
Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
5/8/2018	TOON, OLLIE CHAPMAN	CRAVEN COUNTY	STRAIGHT TRANSFER	\$2,000
6/12/2001	TOON, EARLEY EUGENE	TOON, OLLIE CHAPMAN	STRAIGHT TRANSFER	\$0
6/12/2001	TOON, EARLEY EUGENE	TOON, OLLIE CHAPMAN	STRAIGHT TRANSFER	\$0

List of Improvements to Site

No improvements listed for this parcel

- 13. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.
- 14. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).
- 15. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 17. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.
- 18. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:

(If an individual)

Rayshawn Johnson (SEAL)

Name: RAYSHAWN JOHNSON

SELLER

CRAVEN COUNTY

By: _____ (SEAL)

Its: _____

Date: _____

Alexandra Boyd (SEAL)

Name: ALEXANDRA A. BOYD

Date: 6/18/20

Address: 101 Pinecliff Rd
Havelock NC 28532

Phone: 252 571 4106

Buyer Initials RJ AB Seller Initials _____

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

RAYSHAWN JOHNSON AND ALEXANDRA A. BOYD, as Buyer, hereby offers to purchase and CRAVEN COUNTY, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in Township 5, Craven County, North Carolina, being known as and more particularly described as:

Street Address: N/A
Subdivision Name: N/A
Tax Parcel ID No.: 5-004-042
Plat Reference: N/A

Being all of that property more particularly described in Deed Book 3534 Page 2100 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$1,800.00 and shall be paid as follows:

- (a) \$500.00, EARNEST MONEY DEPOSIT with this offer by [] cash [] bank check [] certified check to be held by Seller until the sale is closed...
(b) \$1,300.00 BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

- (a) This contract is not subject to Buyer obtaining financing.
(b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
(c) The Property is being sold subject to all liens and encumbrances of record, if any.
(d) Other than as provided herein, the Property is being conveyed "as is".
(e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.
(f) Title shall be delivered at Closing by QUITCLAIM DEED

4. SPECIAL ASSESSMENTS: Seller makes no warranty or representation as to any pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, or pending or confirmed owners' association special assessments. Buyer shall take title subject to all pending assessments, if any.

5. PAYMENT OF TAXES: Any ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.

6. EXPENSES: Buyer shall be responsible for all costs with respect to any title search, title insurance, recording of the deed, and its legal fees. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for any excise tax (revenue stamps) required by law.

7. EVIDENCE OF TITLE: Not Applicable.

8. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of final approval of the sale by Craven County's Board of Commissioners pursuant to G.S. §160A-269. The deed is to be made to RAYSHAWN JOHNSON AND ALEXANDRA A. BOYD, or assigns.

9. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing.

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

(a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is." Seller makes no representation as to water, sewer, conditions, title, access, or fitness for any intended use.

(b) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.

11. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall not have the right to enter upon the Property for any purpose without advance written permission of the Seller. If such permission is given, Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof.

12. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.): None.

Buyer Initials RS AB Seller Initials

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

WesternUnion WU

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Englewood, Colorado

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

MONEY ORDER

19-068010267

A 337350 D 061720
T 1440 06
190680102676 L 000133

\$ 500.00

PAY EXACTLY FIVE HUNDRED DOLLARS AND NO CENTS

PAY TO THE ORDER OF

Craven County

PURCHASER'S ADDRESS

PAYMENT FOR/ACCT. #

Rayshawn Johnson
PURCHASER'S SIGNATURE
PURCHASER'S SIGNATURE YOU AGREE TO THE TERMS ON THE REVERSE SIDE

⑆102100400⑆ 40190680102676⑈

WHEREAS, on May 8, 2018, the assistant Craven County Clerk of Superior Court entered an Order of Confirmation directing Aaron D. Arnette, Commissioner, to execute a deed in fee simple to Craven County; and

NOW THEREFORE, in consideration of the premises, the said Aaron D. Arnette, Commissioner, as aforesaid, does hereby grant, bargain, sell, and convey to Craven County all of that certain tract or parcel of land lying, situate and being in Number Five (5) Township, Craven County, North Carolina, and more particularly described as follows:

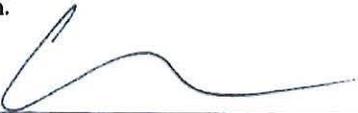
All that certain lot or parcel of land lying and being situate in Number Five Township, Craven County, North Carolina and being more particularly described as follows:

Beginning at a point which is located the following courses and distances from NC GS Monument "Island". North $11^{\circ} 34' 55''$ West 1461.46 feet to a point in the centerline of the pavement of Ferry Road (NC Highway 306), and North $87^{\circ} 47' 20''$ East 51.27 feet to a North Carolina Department of Transportation right-of-way monument; thence continuing North $87^{\circ} 47' 20''$ East 51.41 feet to an iron pipe at the base of a right-of-way monument; thence continuing North $87^{\circ} 47' 20''$ East 222.29 feet to an iron pipe; thence continuing North $87^{\circ} 47' 20''$ East 293.48 feet to an iron pipe, the point and place of beginning. THENCE FROM THIS POINT OF BEGINNING so LOCATED North $87^{\circ} 47' 20''$ East 200.00 feet to an iron pipe designated as point "A"; thence continuing North $87^{\circ} 47' 20''$ East 20 feet to the run of Ned's Branch; thence up said Branch to a point marked by an iron pipe which point is located South $25^{\circ} 43' 25''$ East 171.75 feet from Point "A"; thence leaving the run of Ned's Branch and running South $88^{\circ} 01' 55''$ West 268.52 feet to an iron pipe; thence North $02^{\circ} 12' 40''$ West 156.35 feet to an iron pipe to the point and place of beginning. Said property containing 0.084 acres, more or less, according to a survey entitled "Survey for Earl Eugene Toon" prepared by Southern Boundaries, R.L.S., dated December 5, 2000.

full and ample manner as said Aaron D. Arnette, Commissioner, as aforesaid, is authorized and empowered to convey same.

Regarding Parcel ID 5-004-042 the title conveyed by this Commissioner's Deed is held pursuant to N.C. Gen. Stat. § 105-376, with Craven County having \$142.28 in taxes, interest, penalties, fees and costs associated with this matter, all of which constitute a first and prior lien as of the date of the sale. Upon subsequent sale of this parcel, the proceeds will be distributed to Craven County pursuant to N.C. Gen. Stat. § 105-376.

IN WITNESS WHEREOF, the said Aaron D. Arnette, Commissioner, hath hereunto set his hand and seal the day and year first above written.



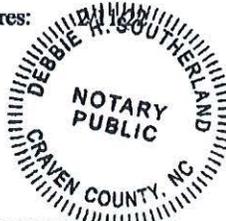
Aaron D. Arnette, Commissioner (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, Debbie H. Southerland, a Notary Public of Craven County, North Carolina, do hereby certify that **Aaron D. Arnette, Commissioner**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 8th day of May, 2018.

My Commission Expires:





NOTARY PUBLIC

\\SERVER04\lssdocs\00000055\00088860.000.DOCX

CRAVEN COUNTY

RESOLUTION

THAT WHEREAS, Craven County has received an Offer to Purchase a parcel of property owned by it identified as Tax Parcel Number 5-014-305 and more particularly described in Deed Book 2610, Page 911 in the Craven County Registry (hereinafter the "Real Property"), a copy of said offer is attached hereto as Exhibit A; and

WHEREAS, the Board of Commissioners is authorized to sell the County's interest in the property pursuant to the provisions of North Carolina General Statute §160A-269.

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

1. That the Board of Commissioners hereby authorizes the initiation of the upset bid process for the Real Property by advertising notice of the offer to purchase in accordance with the provisions of North Carolina General Statute §160A-269.

2. That the County Manager, Clerk and/or Attorney are authorized to take all actions necessary to accomplish the purposes of this Resolution.

ADOPTED THIS 6th DAY OF JULY, 2020.

THOMAS MARK, Chairman

(County Seal)

NAN HOLTON,
Clerk to the Board

East 200.00 feet to an existing iron pipe in the East right of way of SR 1700; South 9° 59' and 0" East 100.00 feet to the beginning. Containing 20,000 square feet. Subject to restrictive covenants and easements of record.

TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee, Grantee's heirs, successors and assigns (as the case may be), in fee simple forever, subject to the herein mentioned encumbrances, if any.

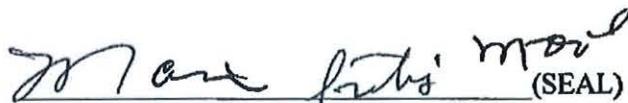
And the Grantors, for Grantors, Grantors' heirs, successors and assigns (as the case may be), covenant to and with the Grantee, Grantee's heirs, successors and assigns (as the case may be), that Grantors are seized of said premises in fee and have the right to convey same in fee simple; that the same are free from encumbrances except the herein mentioned encumbrances, if any, ad valorem taxes for the current year (prorated through the date of closing), utility easements and unviolated restrictive covenants that do not materially affect the value of said premises and such other encumbrances as may be assumed or specifically approved by Grantee; and that Grantors will warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Grantors have executed this instrument in such form as to be binding, this the day and year first above written.

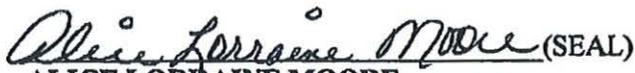


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Page 2 of 3

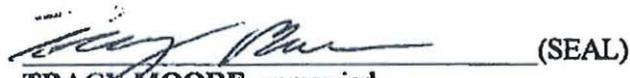
BK 2610 PG 912



MARTIN TRAVIS MOORE
a/k/a/ MARVIN MOORE



ALICE LORRAINE MOORE



TRACY MOORE, unmarried

Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 4/30/2020 12:08:58 PM



Parcel ID : 5-014 -305
Owner : CRAVEN COUNTY
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
Property Address : 865 ADAMS CREEK RD
Description : CLUBFOOT CREEK
Lot Description :

Subdivision :

Assessed Acreage : 0.413 **Calculated Acreage :** 0.460
Deed Reference : 2610-0911 **Recorded Date :** 6 8 2007
Recorded Survey :
Estate Number :
Land Value : \$3,600 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$3,600
City Name : **Fire tax District :** TOWNSHIP 5
Drainage District : **Special District :**
Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
6/8/2007	MOORE, MARTIN TRAVIS & TRACEY	CRAVEN COUNTY	STRAIGHT TRANSFER	\$0
4/11/2006	INLAND PROPERTIES GROUP LLC	MOORE, MARTIN TRAVIS & TRACEY	STRAIGHT TRANSFER	\$10,000
1/31/2006	GODETTE, HEZEKIAH	INLAND PROPERTIES GROUP OF LLC	STRAIGHT TRANSFER	\$8,000
6/10/1992	HODGE, ALTHEA P	GODETTE, HEZEKIAH	PROPERTY SPLIT	\$0

List of Improvements to Site

No improvements listed for this parcel

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Kristen W. Culler, as Buyer, hereby offers to purchase and CRAVEN COUNTY, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in Township 5, Craven County, North Carolina, being known as and more particularly described as:

Street Address: 865 Adams Creek Rd.

Subdivision Name: N/A

Tax Parcel ID No.: 5-014-305

Plat Reference: N/A

Being all of that property more particularly described in Deed Book 2610, Page 911 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$3,000.00 and shall be paid as follows:

(a) \$500.00, EARNEST MONEY DEPOSIT with this offer by cash bank check certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$2,500.00 BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

(a) This contract is not subject to Buyer obtaining financing.

(b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

(c) The Property is being sold subject to all liens and encumbrances of record, if any.

(d) Other than as provided herein, the Property is being conveyed "as is".

(e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.

(f) Title shall be delivered at Closing by QUITCLAIM DEED

4. SPECIAL ASSESSMENTS: Seller makes no warranty or representation as to any pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, or pending or confirmed owners' association special assessments. Buyer shall take title subject to all pending assessments, if any.

5. PAYMENT OF TAXES: Any ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.

6. EXPENSES: Buyer shall be responsible for all costs with respect to any title search, title insurance, recording of the deed, and its legal fees. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for any excise tax (revenue stamps) required by law.

7. EVIDENCE OF TITLE: Not Applicable.

8. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of final approval of the sale by Craven County's Board of Commissioners pursuant to G.S. §160A-269. The deed is to be made to

Kristen W. Culler

, or assigns.

9. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing.

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

(a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is." Seller makes no representation as to water, sewer, conditions, title, access, or fitness for any intended use.

(b) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.

11. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall not have the right to enter upon the Property for any purpose without advance written permission of the Seller. If such permission is given, Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof.

12. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.): None.

Buyer Initials KWC Seller Initials _____

- 13. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.
- 14. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).
- 15. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 17. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.
- 18. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:

(If an individual)

Kristen W. Culler (SEAL)

_____ (SEAL)

Name: Kristen Culler

Date: 30 Apr 2020

Address: 3807 Pine Needle Pl
New Bern NC 28562

Email: kristen.w.culler@gmail.com

Phone: (919) 987-6727

SELLER:

CRAVEN COUNTY

By: _____ (SEAL)

Its: _____

Date: _____

Buyer Initials KWC Seller Initials _____



PO Box 3000
Merrifield, VA 22119-3000
navyfederal.org

68-7497
2560

Cashier's Check

Serial No.	Account No.	Date	Amount
0449158974	7020864802	05/01/20	\$*****500.00

Pay
to the **CRAVEN COUNTY**
Order of

REMITTER: KRISTEN W CULLER

Carmella Vicente
Authorized Signature

© 2014 Navy Federal NCU C98 (6-14)

⑆256074974⑆

280912

#002



Image ID: 00001270368 Type: CRP
Recorded: 06/08/2007 at 03:36:01 PM
Fee Amt: \$20.00 Page 1 of 3
Excise Tax: \$0.00
Craven, NC
Sherril B. Richard Register of Deeds

BK 2610 PG 911

NORTH CAROLINA
CRAVEN COUNTY

Tax Parcel # 5-014-305

THIS DEED, made this 4 day of May, 2007, by and between MARTIN TRAVIS MOORE, a/k/a/ MARVIN MOORE, and wife, ALICE LORRAINE MOORE, and TRACY MOORE, unmarried, of Craven County, Grantors, to CRAVEN COUNTY, a body politic and corporate with an office in Craven County, North Carolina, whose mailing address is 406 Craven Street, North Carolina 28560, Grantee, is as follows:

WITNESSETH:

That the Grantors in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantors paid by the Grantee, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do bargain, sell, and convey unto the Grantee, Grantee's heirs, successors and assigns (as the case may be), the following described property, to wit:

All that certain parcel or tract of land situated in Number Five Township, Craven County, North Carolina, and described as follows:

BEGINNING at a set iron in the East right of way of SR 1700 (30 feet from centerline), said point of beginning being located 0.20 miles North of the intersection of SR 1700 and SR 1710; thence from said point of beginning South 80° 1' and 0" West 200.00 feet to a set iron pipe; thence North 9° 59' and 0" West 100.00 feet to a set iron pipe in the South line of New Hope Missionary Baptist Church property; thence with said church's South property line North 80° 1' and 0"

RETURN TO →

Prepared by:
Sumrell, Sugg, Carmichael, Hicks and Hart, P.A. ✓
Attorneys at Law
416 Pollock Street
New Bern, North Carolina 28560



NORTH CAROLINA
Carteret COUNTY

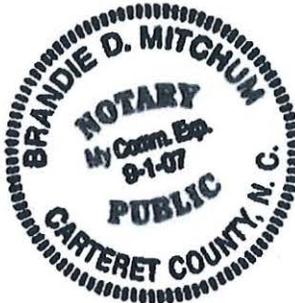
I, Brandie D. Mitchum, a Notary Public of the aforesaid County and State, do hereby certify that **MARTIN TRAVIS MOORE, a/k/a, MARVIN MOORE and wife, ALICE LORRAINE MOORE**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 4 day of May, 2007.

My Commission Expires:

9-1-07

Brandie D. Mitchum
NOTARY PUBLIC



NORTH CAROLINA
Carteret COUNTY

I, Brandie D. Mitchum, a Notary Public of the aforesaid County and State, do hereby certify that **TRACY MOORE**, unmarried, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 4 day of May, 2007.

My Commission Expires:

9-1-07

Brandie D. Mitchum
NOTARY PUBLIC

