

**AGENDA  
CRAVEN COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
MONDAY MAY 4, 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 April 20, 2020 Regular Session
  - B. Tax Releases and Refunds
  - C. Craven Animal Protective Services (Sheriff) Budget Amendment
  - D. National Day of Prayer Proclamation
3. CRAVEN COMMUNITY COLLEGE BUDGET PRESENTATION: Dr. Raymond Staats, President
4. BOARD OF EDUCATION BUDGET PRESENTATION: Dr. Meghan Doyle, Superintendent
5. LIBRARY AGREEMENT: Arey Grady, County Attorney

**DEPARTMENTAL MATTERS**

6. HEALTH: Scott Harrelson, Health Director
  - A. New Fees Related to Covid-19
  - B. Additional State Funding Related to Covid-19 Budget Amendment
  - C. Additional Federal Funding Related to Covid-19 Budget Amendment
  - D. Additional Funding for Hospice Budget Amendment
7. PLANNING – REQUEST FOR ADDITION TO STATE MAINTAINED SECONDARY ROAD SYSTEM (Netties Drive): Don Baumgardner, Planning Director
8. CARTS: FY2020 5311 CARES ACT APPLICATION TO NCDOT: Kelly Walker, CARTS Director

9. ECONOMIC DEVELOPMENT – PROJECT BUD: Jeff Wood, Economic Development Director
10. FINANCE: Craig Warren, Finance Director
  - A. Audit Services Proposals
  - B. Resolution Designating Agents for Public Assistance Application
11. APPOINTMENTS
12. COUNTY ATTORNEY’S REPORT: Arey Grady
13. COUNTY MANAGER’S REPORT: Jack Veit
14. COMMISSIONERS’ REPORTS

Agenda Date: May 4, 2020

Presenter: \_\_\_\_\_

Agenda Item No. 1

Board Action Required or Considered: No

## PETITIONS OF CITIZENS

**Board Action: Receive information**

Agenda Date: May 4, 2020

Presenter: \_\_\_\_\_

Agenda Item No. 2

Board Action Required or Considered: Yes

## CONSENT AGENDA

### A. MINUTES OF APRIL 20, 2020 REGULAR SESSION

The Board will be requested to approve the minutes of April 20, 2020, 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. CRAVEN ANIMAL PROTECTIVE SERVICES BUDGET AMENDMENT

The Craven County Sheriff's Office has received three donation checks (\$50.00; \$50.00; \$200.00) to support the Craven Animal Protective Services (CAPS) Division. Sheriff Chip Hughes is requesting that these funds be made available to pay for animal food, and/or veterinarian bills associated medical care for rescued, recovered and seized animals.

The Sheriff's Office has also received a donation check in the amount of \$50.00 to support the Craven County Sheriff's Office K-9 program. Sheriff Hughes is requesting that these funds be made available to pay for various expenses including training, medical supplies and care, dog food, and other K-9 related expenses.

The Board will be requested to approve the budget amendment shown in Attachment #2.C.

### D. NATIONAL DAY OF PRAYER PROCLAMATION

The Board will be requested to adopt the proclamation shown in Attachment #2.D., proclaiming May 7, 2020 as a day of prayer in Craven County.

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

Agenda Date: May 4, 2020

Presenter: Raymond Staats

Agenda Item No. 3

Board Action Required or Considered: No

## **CRAVEN COMMUNITY COLLEGE BUDGET PRESENTATION**

Craven Community College President, Dr. Raymond Staats, will present the proposed FY 2020-2021 budget and the funding request for the college to the County.

**Board Action: Receive request**

Agenda Date: May 4, 2020

Presenter: Meghan Doyle

Agenda Item No. 4

Board Action Required or Considered: No

## **BOARD OF EDUCATION BUDGET PRESENTATION**

Superintendent of Schools, Dr. Meghan Doyle, will present the proposed Board of Education budget for FY 2020-2021 and the schools' funding request to the County.

**Board Action: Receive request**

Agenda Date: May 4, 2020

Presenter: Arey Grady

Agenda Item No. 5

Board Action Required or Considered: Yes

## **LIBRARY AGREEMENT**

Over the last year, Craven County and Pamlico County have worked to create a new interlocal agreement due to the departure of Carteret County from the regional library partnership. The new interlocal agreement was created by a committee composed of County Commissioners and staff from the remaining counties and approved unanimously in April 2020. The regional library will continue to provide the same services and operate under the same general organizational structure, practices and policies, all which will be modified as necessary to include only Craven and Pamlico Counties. This agreement, shown as Attachment #5, maintains a cooperative regional library system approach, and will continue to benefit the citizens of both counties.

**Board Action: Approve agreement**

Agenda Date: May 4, 2020

Presenter: Scott Harrelson

Agenda Item No. 6

Board Action Required or Considered: Yes

## DEPARTMENTAL MATTERS: HEALTH

### A. NEW FEES RELATED TO COVID-19

Telemedicine and virtual care have quickly become important tools in caring for patients while keeping staff safe as the COVID-19 pandemic quickly evolves. With the emergence of the virus, there is an urgency to expand the use of technology to help people who need routine care, and keep vulnerable patients and patients with mild symptoms in their homes while maintaining access to the care they need. Limiting community spread of the virus, as well as limiting the exposure to other patients and staff members will slow viral spread. The new billing codes, shown in Attachment #6.A., need to be approved in order to be reimbursed for providing this new type of service.

**Board Action: Accept proposal of new fees with effective date of March 10, 2020**

### B. ADDITIONAL STATE FUNDING RELATED TO COVID-19 BUDGET AMENDMENT

Health Director, Scott Harrelson, will present the budget amendment shown in Attachment #6.B. showing that state funding has been received from Public Health Preparedness & Response in the amount of \$98,592 to prevent, prepare for, and respond to Coronavirus Disease 2019 (COVID-19). Funding will be used to purchase \$10,000 in PPE supplies, contract with Strategic Emergency Management (SEM) to complete the Intervention Implementation Plan & COVID-19 Community Intervention Executive Summary as required by the state; pay for contract employees who are answering all COVID-19 related calls; and cover salaries who are providing additional response needs related to this crisis.

**Board Action: A roll call vote is needed to approve budget amendment**

### C. ADDITIONAL FEDERAL FUNDING RELATED TO COVID-19 BUDGET AMENDMENT

Mr. Harrelson will present the budget amendment shown in Attachment #6.C., showing that additional federal funding has been received from Health Resources & Service Administration (HRSA) in the amount of \$57,573 to provide one-time funding to support preventing, preparing for, and responding to Coronavirus Disease 2019 (COVID-19).

Funding will be used to cover a portion of full-time salaries in administration, as well as contract providers (Theresa Davis, PA & Stephanie Reid, FNP), who are directly working to prevent, prepare and respond to COVID-19. Remaining funds will be used to purchase some janitorial supplies, pay for courier service for sending COVID-19 tests to the state lab and much needed PPE supplies.

**Board Action: A roll call vote is needed to approve budget amendment**

D. ADDITIONAL FUNDING FOR HOSPICE BUDGET AMENDMENT

Hospice census continues to remain over 30 patients. Month ending 03/31/2020 showed a year-to-date profit of \$21,000. This only accounts for eight months of revenues with nine months of expenses. Mr. Harrelson will present the budget amendment, shown in Attachment #6.D., requesting additional funding to cover two part-time employees and our contract clinician, as well as additional operating expenses such as fuel, prescription drugs and medical supplies for patients, and funding in contractual services line in order to close out FY20.

**Board Action: A roll call vote is needed to approve budget amendment**

Agenda Date: May 4, 2020

Presenter: Don Baumgardner

Agenda Item No. 7

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: PLANNING – REQUEST FOR ADDITION TO STATE MAINTAINED SECONDARY ROAD SYSTEM (NETTIES DRIVE)**

Planning Director, Don Baumgardner, is requesting that the Board approve the road addition resolution, shown as Attachment #7, allowing Netties Drive (approximately .3 miles) to be turned over to the State of North Carolina for maintenance. The resolution, if approved, will be forwarded to NCDOT for their final consideration and acceptance of the road to the State Maintenance System.

**Board Action: Approve the standard SR2 Road Addition Resolution**

Agenda Date: May 4, 2020

Presenter: Kelly Walker

Agenda Item No. 8

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: CARTS – FY2020 5311 CARES ACT APPLICATION TO NCDOT**

North Carolina Department of Transportation – Integrated Mobility Division (NCDOT-IMD) opened applications for FY2020 5311 (rural) Coronavirus Aid, Relief, and Economic Security (CARES) Act funding on April 24 with a period of performance of January 20, 2020 to June 20, 2022. The amount allocated to systems was formula based using the FY2020 5311 Community Transportation Program (CTP) grant allocation. The amount allocated to CARTS is \$388,428.

All operating expenses eligible under Section 5311 for all recipients in rural areas that are incurred on or after January 20, 2020 are eligible for CARES Act funding.

This funding is eligible for 100% Federal reimbursement and is on top of the regular 5311 grants. Per the FTA and NCDOT, these funds are not for replacement of lost revenue, but are in place to assist transit systems with covering eligible expenses less any fares or other income received. For the 5311 funds, we are required to submit an accelerated application through NCDOT-IMD no later than May 8, 2020. NCDOT-IMD has removed the public hearing requirement; however, FTA requires the public be informed regarding the allocation and projects that will be funded by CARES Act.

CARTS would like to continue to use the FY2020 5311 CTP funds as they are already programed at the approved reimbursement rate of 85% (80% federal and 5% state). CARTS would like to use the FY2020 5311 CARES Act funding for expenses allowed by the FTA but not normally allowed in the 5311 CTP. A budget of those expenses has been provided in Attachment #8. Rural operations account for 60% of the CARTS expenses and that percentage has been accounted for in the proposed budget numbers for this grant application. Operational expenses not normally allowed in the 5311 Grant or allowed at 50% reimbursement are payroll expenses for the dispatcher and driving staff, fuel, vehicle repairs and preventive maintenance. Additional operating expenses CARTS would like to include in this grant application is funding for the purchase of lift guards, sneeze shields, additional PPE and cleaning related supplies, and enhanced rural service.

Route enhancements on the rural side have not been fully developed due to the quick timeline of this application. CARTS would like to provide transportation service to the rural areas of Craven County in a more frequent manner during hours to meet some outstanding unmet transportation needs. This would complement the rural service we currently provide.

We are asking permission to proceed with submitting a FY2020 5311 CARES Act funding application to NCDOT-IMD in the amount of \$388,428.

**Board Action: Authorize CARTS to proceed with the FY2020 CARES Act application**

Agenda Date: May 4, 2020

Presenter: Jeff Wood

Agenda Item No. 9

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: ECONOMIC DEVELOPMENT – PROJECT BUD**

Due to the amount of activity in the Industrial Park and recent investments in infrastructure, a private developer would like to purchase 6 acres of property within the park to mimic the shell building development the Craven 100 Alliance executed last year. The developer, Bayfront Development, would like to purchase the property at the market rate price of \$20,000 per acre. Their plan would be after a period of due diligence is to invest \$1 million dollars to construct a 20,000 SF shell building, expandable to 40,000 SF. Bayfront has provided a letter of interest and a supporting documentation from a financial institution that they have the capacity to execute this size of a development. This type of development is needed in the park and in Craven County. Warehouse/industrial space is limited. A Purchase Agreement from Bayfront Development is shown in Attachment #9.

**Board Action: Allow the County Manager to enter into a contract with Bay Front Development to begin the process for sale of property at the Industrial Park.**

Agenda Date: May 4, 2020

Presenter: Craig Warren

Agenda Item No. 10

Board Action Required or Considered: Yes

## DEPARTMENTAL MATTERS: FINANCE

### A. AUDIT SERVICES PROPOSALS

The Finance Department issued a request for proposals (RFP) on March 10, 2020 to seven accounting firms identified by the Local Government Commission as firms that perform audit services in eastern NC. Those firms were: RSM US, LLP, Cherry Bekaert, LLP, Martin Starnes, & Associates, Thompson, Price, Scott, Adams, & Co, Elliot Davis PLLC, Dixon Hughes Goodman, LLP, and Clifton, Larson, Allen, LLP. The RFP was also posted on the County's website. The proposals were for no less than three years on the basis of an annual negotiation after the completion of the first year's contract beginning with Fiscal Year 2019-2020.

We received proposals from the following two firms: (See Attachment #10.A)

1. RSM US, LLP
2. Thompson, Price, Scott, Adams & Co., P.A.

The scoring committee evaluated the firms based on the following criteria: Quality of the Proposal, Qualifications of Audit Staff, Support to the County, and Cost. Based on this criteria, Thompson, Price, Scott, Adams, & Company ranked the highest. Staff recommends the three year audit services contract be awarded to Thompson, Price, Scott, Adams, & Company.

**Board Action:** Consider awarding audit services contract to recommended firm.

### B. RESOLUTION DESIGNATING AGENTS FOR PUBLIC ASSISTANCE APPLICATION

As a result of the impacts sustained by COVID-19, the state of North Carolina was included in the federal disaster declaration issued by the President on March 25, 2020. This declaration authorizes the allocation of federal funds to assist communities in their responses efforts. As part of the Public Assistance application, the North Carolina Department of Emergency Management requires the adoption of the resolution, shown in Attachment #10.B, by the governing board designating the applicant's primary and secondary agents. It is recommended that the Board authorize the Finance Director and County Manager to act on its behalf by adopting this resolution.

**Board Action:** Adopt resolution authorizing the Finance Director and County Manager to act on its behalf.

Agenda Date: May 4, 2020

Presenter: \_\_\_\_\_

Agenda Item No. 11

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 APPOINTMENTS**

- Adult Care Home Advisory Committee: (vacancy)
- Nursing Home Advisory Committee: (vacancy)
- Juvenile Crime Prevention Council: (1 mental health position)
- Recreation Advisory Committee: (District 5 vacancy)
- Regional Aging Advisory Board: (vacancy)
- Senior Legislative Tarheel Alternate: (vacancy)

**B. CURRENT APPOINTMENTS**

- Craven Community Child Protection Team: Steven Garity has submitted the application, shown in Attachment #11.B., seeking appointment to the Craven Community Child Protection Team.
- Emergency Medical Services Advisory Council: Jonathan Stephens seeks reappointment.
- CarolinaEast Health System: Purvis Rogers, Clay Milstead, Trawick Stubbs and David Blain have terms ending May 30, 2020.
- Nursing Home Advisory Board: Peter Geisler seek reappointment.
- Craven Aging Planning Board: Carolyn Bland seeks reappointment.

**C. UPCOMING APPOINTMENTS: TERMS EXPIRING IN JUNE**

- Emergency Medical Services Advisory Council
- Havelock Planning Board
- Juvenile Crime Prevention Council
- Craven County Tourism Development Authority
- Coastal Carolina Regional Airport Authority
- Craven County Social Services Board
- Fire Tax Commissioners
- Nursing Home Advisory Committee
- Craven County ABC Board
- Eastern Carolina Regional Housing Authority
- New Bern Planning and Zoning Board

Agenda Date: May 4, 2020

Presenter: Arey Grady

Agenda Item No. 12

Board Action Required or Considered: Yes

**COUNTY ATTORNEY'S REPORT – INITIAL OFFER TO PURCHASE REAL  
PROPERTY – TAX PARCEL 9-046-115 (No assigned street address)**

County Attorney, Arey Grady, will present an offer received by Craven County in the amount of \$1,300.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$2,344.21. The current tax value is \$4,730.00. Attachment #12 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; advertise for upset bids.**

Agenda Date: May 4, 2020

Presenter: Jack Veit

Agenda Item No. 13

## **COUNTY MANAGER'S REPORT**

Agenda Date: May 4, 2020

Presenter: \_\_\_\_\_

Agenda Item No. 14

## **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, APRIL 20, 2020. THE MEETING CONVENED  
5 AT 8:30.M.  
6

7 **MEMBERS AND STAFF PRESENT IN COMMISSIONERS' ROOM:**

8 Chairman Thomas F. Mark  
9 Vice Chairman Jason R. Jones  
10 Commissioner Denny Bucher  
11 Chairman George S. Limer  
12 Commissioner Theron L. McCabe  
13 Commissioner E. T. Mitchell  
14 Commissioner Johnnie Sampson, Jr.  
15 Jack B. Veit, III, County Manager  
16 Craig Warren, Finance Director  
17 Nan Holton, Clerk to the Board  
18

19 **STAFF AND PRESENTERS PRESENT VIA WEBEX/PHONE:**

20 Gene Hodges, Assistant County Manager  
21 Amber Parker, Human Resources Director  
22 Arey Grady, County Attorney  
23 Robbie Bittner, RSM Senior Manager  
24 Clay Gaskins, Vice Chairman, Craven Aging Planning Board  
25 Geoffrey Marett, Social Services Director  
26 Don Baumgardner, Planning Director  
27 Meghann Doyle, Superintendent of Schools  
28

29 Following the Pledge of Allegiance, County Attorney, Arey Grady, recited the following  
30 invocation:

31  
32 *God of mercy, thank You for giving us another day.*

33  
34 *Bless the Members of this Board of County Commissioners and all those who are*  
35 *working for the common good. Give comfort to Your people, O Lord, as the news of*  
36 *sickness grows each day. Protect all our medical professionals and first responders from*  
37 *disease and all evil as they strive to extend Your healing power to the lives of so many.*

38  
39 *Give us patience as we adjust to a new world and a new way of proceeding, and send us*  
40 *Your holy spirit to comfort and guide us along our way.*

41  
42 *May everything that is done be for Your greater honor and glory. Amen.*

43  
44 *Based upon the opening prayer given by Reverend Patrick J. Conroy, S.J. the April 3,*  
45 *2020 session of the United States House of Representatives.*  
46

47 Commissioner Liner motioned to approve the agenda, as presented, seconded by Commissioner  
 48 Mitchell and approved unanimously.

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**PETITIONS OF CITIZENS**

51

52 There were no citizens from the public who wished to speak.

53

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**CONSENT AGENDA**

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56 Commissioner Mitchell motioned to approve the Consent Agenda, inclusive of the Minutes of  
 57 April 6, 2020 Regular Session, Tax Releases and Refunds and K-9 Donation Budget  
 58 Amendment. Commissioner Liner seconded the motion which carried 7-0 in a roll call vote.

59

***Credits***

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62

<b>TAXPAYER NAME</b>	<b>TICKET #</b>	<b>AMOUNT</b>
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ALBRECHT, KURT & LESLIE G DID NOT OWN JANUARY 1	2019-201478	\$88.39
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DAWES, BRIAN ADOLPH MILITARY EXEMPT	2019-211359	\$11.95
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DAWERS, BRIAN ADOLPH MILITARY EXEMPT	2018-91682	\$15.66
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DEANS, ANNIE LOUISE DOUBLE BILLED	2019-90026	\$6.48
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GARNER, CODY D CORRECTED DISCOVERED PROPERTY VALUE	2018-91288	\$208.70
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KIDD, CARL RECYCLE FEE CORRECTION	2019-212558	\$62.55
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LILLY, ANDREA MICHELLE RECYCLE FEE CORRECTION	2019-201118	\$62.55
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LILLY, ANDREA MICHELLE RECYCLE FEE CORRECTION	2018-35221	\$40.77
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LILLY, ANDREA MICHELLE RECYCLE FEE CORRECTION	2017-35236	\$44.01
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STRICKLAND, ZACHARY NELSON NOT TAXABLE TO CRAVEN COUNTY	2019-211655	\$11.11
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93			
94	WILEY, TAYLOR A	2019-212018	\$148.96
95	CORRECTED DISCOVERED PROPERTY VALUE		
96			
97	WILSON, KENNETH LEE	2019-211205	\$276.66
98	DID NOT OWN JANUARY 1		
99			
100	WILSON, KENNETH LEE	2019-210050	\$1,182.98
101	DOUBLE BILLED		
102			
103	WILSON, KENNETH LEE	2018-64411	\$1,245.04
104	DOUBLE BILLED		
105			
106		14 – CREDIT (S)	\$3,405.81
107			
108			

**Refunds**

109			
110			
111	GAVIN, MYRON M	2019-203202	\$655.76
112	DOUBLE BILLED		
113			
114	UNDERWOOD, JOHN C & MARGARET J	2019-210362	\$213.20
115	NOT TAXABLE TO CRAVEN COUNTY		
116			
117		2 – REFUND (S)	\$868.96
118			

**Sheriff's Office 2001**

119			
120			
121	<b>REVENUES</b>	<b>AMOUNT</b>	<b>EXPENDITURES</b>
122			<b>AMOUNT</b>
123	1014310-38301	\$60.00	1014310-43222
124	Miscellaneous Donations		Supplies-Donations
125			
126	TOTAL	\$60.00	TOTAL
127			\$60.00

**Justification:** The Craven County Sheriff's Office has received a donation check in the amount of \$60.00 from a private citizen to support the Sheriff's K-9 program. The donation is to be made available for the purchase of K-9 related supplies, training, medical care, food, etc.

*The Presentation of the 2019 Annual Audit Report by RSM Senior Manager, Robbie Bittner was delayed due to connection issues.*

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**HOME AND COMMUNITY CARE BLOCK GRANT RECOMMENDED BUDGET  
2020-2021**

Craven Aging Planning Board (CAPB) Vice Chairman, Clayton Gaskins, presented the Board with the Home and Community Care Block Grant (HCCBG) 20-21 recommended budget, totaling \$514,888.00.

Mr. Gaskins reviewed the block grant funding allocations from the CAPB, highlighting the shortfall of \$19,458, requiring cuts to be made due to reduced federal and state funding. He stated that the County’s required local match is \$57,209.00. Mr. Gaskins referenced the recent CARE Act and the possibility of incoming funds from this.

Commissioner Bucher motioned to approve the HCCBG budget as presented by the CAPB. His motioned was seconded by Commissioner Sampson.

Discussion ensued regarding disparity among how decisions were made to cut from the various programs, versus an across the board, fair and equal cut. Concerns were expressed that services to the County’s seniors are being cut annually and their needs are not being met adequately. A desire to revisit this during 20-21 budget discussions was declared.

County Manager, Jack Veit, and DSS Director, Geoffrey Marett, spoke about the Care Level 2 and 3 home bound patients and how it is more cost effective to keep funding those at a higher rate.

Commissioner Jones motioned to amend the approval of the HCCBG budget as presented; stating the County would take \$19,458 from the Fund Balance if those funds are not forthcoming by July, to keep the program as is, going into the next fiscal year. His motion was seconded by Commissioner Mitchell and carried in a 7-0 roll call vote.

**PRESENTATION OF 2019 AUDIT REPORT**

RSM Senior Manager, Robbie Bittner, presented the 2019 Annual Audit Report. He informed the Board of the minimum requirements, and the types of opinions that could be rendered. He stated that Craven County received an Unmodified opinion, which is considered “clean” and the highest level of assurance on all major federal and state programs other than Medical Assistance, which received a Qualified opinion. Mr. Bittner reviewed the compliance section findings where there were weaknesses in internal controls. References to the installation and implementation of the new finance program Munis and the retirement of several key personnel were made in regards to affecting the bank reconciliations and the delay of this presentation.

**DEPARTMENTAL MATTERS: SOCIAL SERVICES – ADDITIONAL FOSTER CARE  
GRANT FUNDS BUDGET AMENDMENT**

Social Services Director, Geoffrey Marett, presented the Board with a budget amendment in the amount of \$225,000 for additional foster care funds.

186 Mr. Marett explained that they are requesting increases in the previously stated amounts for  
 187 Foster Care IV-B and Foster Care IV-E. He reported that Craven County, in conjunction with  
 188 counties with the state and across the nation, has continued to see a significant rise in the number  
 189 of children in custody. The County is mandated to provide room and board payments for  
 190 children who are in a licensed foster home/facility. As of March 2020, 78% of the current cases  
 191 in foster care involve a combination of mental health and substance abuse and 44% of these were  
 192 opioid involved.

193  
 194 Some disruptions leading to placement are that of extreme suicide attempts; extreme physical  
 195 aggression, excessive inappropriate internet usage, stealing, suspensions from school/foster  
 196 parents unable to take leave from work; drug use, sexualized behaviors; destruction of property  
 197 and runaway behaviors. These behaviors result in children having to be placed in leveled homes  
 198 or therapeutic group homes which require increased costs above standard room and board rate.  
 199

200 Commissioner Sampson was excused from the meeting at 9:30 a.m.  
 201

202 Commissioner Mitchell motioned to approve the following budget amendment, as requested,  
 203 seconded by Commissioner Bucher and approved 6-0 in a roll call vote.  
 204

205 **DSS 1015213**

207	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
208				
209	101521-333423	\$52,500.00	1015213-43921	\$105,000.00
210	Foster Care IV-B State		Foster Care IV-B State	
211	1010000 39900	\$52,500.00		
212				
213	1015213-33422	\$99,516.00	1015213-43928	\$120,000.00
214	Foster Care IV-E			
215	1010000-39900	\$20,484.00		
216				
217	TOTAL	\$225,000.00	TOTAL	\$225,000.00

218  
 219 **Justification:** Foster Care IV-B state funds are reimbursed at 50% for eligible room and board  
 220 payments. Foster Care IV-E funds are reimbursed at approximately 66% Federal funds and 17%  
 221 State funds for eligible room and board payments.  
 222

223 **DEPARTMENTAL MATTERS: PLANNING**

224  
 225 *Request for Road Addition*  
 226

227 Planning Director, Don Baumgardner, requested that the Board approve Jacqueline Drive in the  
 228 Cherry Branch Subdivision, less than 8.67/10 of a mile to be turned over to the State of North  
 229 Carolina for maintenance. Commissioner McCabe motioned to approve the standard SR2 Road  
 230 Addition Resolution, as requested, seconded by Commissioner Mitchell and approved  
 231 unanimously.



232  
 233 *Sweet Tea Solar Energy Facility*  
 234  
 235 Mr. Baumgardner announced that Craven County has received an application for a Solar Energy  
 236 Facility, Sweet Tea, which was approved by the Craven County Planning Board on March 26th,  
 237 2020. The property is located within Township 8 off of Stevenson Road (SR 1419). The Solar  
 238 Energy Facility will have approximately 11,016 solar panels and will occupy 16 acres out of the  
 239 total property size of 31 acres.

240 The Solar Energy Facility will produce 4.5MW of electrical power, which will be sold to Duke  
 241 Energy. The solar energy facility will require a bond which will be provided before a building  
 242 permit is issued. The Sweet Tea Solar Energy Facility meets or exceeds the standards of the  
 243 Solar Energy Facilities Ordinance.

244  
 245 Commissioner Jones inquired if any negative responses had been received from any of the  
 246 required written and hand delivered notices delivered to neighboring property owners. Mr.  
 247 Baumgardner indicated they had not had any negative input.

248  
 249 Commissioner Bucher stated that he disagreed with any project that requires the federal  
 250 government to subsidize it to be successful, but they do meet all the requirements set in place by  
 251 the County. Commissioners Liner and Mark concurred with his statement.

252  
 253 Commissioner Mitchell motioned to approve the Sweet Tea Solar Energy Facility, as requested,  
 254 seconded by Commissioner McCabe and approved 6-0 in a roll call vote.

255  
 256 **DEPARTMENTAL MATTERS: FINANCE**

257  
 258 *Medical Examiner Increased Funding*

259  
 260 Finance Director, Craig Warren, presented the Board with a budget amendment in the amount of  
 261 \$65,000 to increase funding for the Medical Examiner.

262  
 263 He stated that Craven County has experienced an increase in the number of autopsies performed  
 264 by the Office of Chief Medical Examiner than what was originally budgeted. Currently the  
 265 budget is 97% expended. The current fee for each autopsy performed is \$1,750 and \$200 for  
 266 investigations. It is estimated \$65,000 will be needed to cover Medical Examiner fees through  
 267 the remainder of the fiscal year.

268  
 269 Commissioner Liner motioned to approve the following budget amendment, as presented,  
 270 seconded by Commissioner Mitchell and approved 6-0 in a roll call vote.

271  
 272 *Medical Examiner*

273

274	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
275				
276	1010000-39901	\$65,000.00	1014370-440028	\$55,000.00
277	Current Year Fund Balance		Medical Examiner	

278			1014320-44029	\$10,000.00
279			Investigations	
280				
281	TOTAL	\$65,000.00	TOTAL	\$65,000.00

282  
 283 **Justification:** The medical examiner fund is 97% depleted with several more months to go for  
 284 this FY. Craven County has experienced an increase in the number of autopsies performed by  
 285 the Office of the Chief Medical Examiner than what was originally budgeted for.  
 286

287 *School Capital Funding Request – HVAC Replacement at H. J. MacDonald Middle School*  
 288

289 Mr. Warren presented the Board with a budget amendment in the amount of \$57,957 for a school  
 290 capital funding request.  
 291

292 He reminded the Board that earlier this fiscal year Commissioners approved the Craven County  
 293 Board of Education’s request to re-allocate \$250,000 originally approved in the school capital  
 294 fund for bathroom renovations at Graham A. Barden Elementary School towards the replacement  
 295 of an HVAC unit at H.J. Middle School. The cost quoted to replace the unit came in at  
 296 \$356,245, which is \$106,245 above what was approved for this project. In order to make up the  
 297 difference, the Craven County School Board has submitted a request asking for the authorization  
 298 to utilize any savings in the school capital fund that have carried over from prior fiscal year  
 299 projects that have been completed. As of the fiscal year ending June 30, 2019, there was  
 300 \$57,957 available in the school capital fund that has carried over and can be allocated for this  
 301 purpose. The remaining \$48,288 will come from the school’s existing fund balance.  
 302

303 Commissioner Liner motioned to approve the following budget amendment, as requested,  
 304 seconded by Commissioner McCabe and approved 6-0 in a roll call vote.  
 305

306 **Schools**

307	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
308	4050000-39901	\$57,957.00	4056110-43704	\$57,957.00
309	Year Balance Current Year		Schools Capital Outlay	
310	TOTAL	\$57,957.00	TOTAL	\$57,957.00

311  
 312  
 313  
 314  
 315 **Justification:** Craven County Board of Education requests the Board of Commissioners  
 316 authorize the transfer of \$57,957 to their Capital Outlay fund for the replacement of the HVAC  
 317 system at H.J. MacDonald Middle School.  
 318

319 **DEPARTMENTAL MATTERS: HUMAN RESOURCES – REQUEST FOR A**  
 320 **TEMPORARY PERSONNEL RESOLUTION**  
 321

322 Human Resources Director, Amber Parker, presented the Board with a request for a temporary  
 323 personnel resolution. She provided the following overview:

324  
 325 The Families First Coronavirus Response Act (the “Act”) was signed into law on March 18,  
 326 2020 and it created the Emergency Family Medical Leave Expansion Act (EFMLEA) and the  
 327 Emergency Paid Sick Leave Act (EPSLA) which went into effect April 1, 2020. The Act applies  
 328 to employers with 500 or less employees as well as all government employers and it will remain  
 329 in effect at least through December 31, 2020. The Act expands the scope of the Family and  
 330 Medical Leave Act (FMLA); and it provides for emergency paid sick leave for certain COVID-  
 331 19 related absences.

332 The Act creates a new basis for protected FMLA leave for an employee needing to stay home to  
 333 care for a child whose school or care facility is closed because of COVID-19. Eligible employees  
 334 are entitled to up to 12 weeks of leave to care for their children. The Act also states full-time  
 335 employees are entitled to a maximum of 80 hours of emergency paid sick leave for certain  
 336 COVID-19 related reasons. Part-time employees are entitled to paid leave equal to the average  
 337 number of hours they would typically work in a 2-week period. Employees are eligible for  
 338 emergency paid sick leave if they are unable to work because:

- 339 1. The employee is subject to a federal, state or local quarantine or isolation order related to  
 340 COVID-19.
- 341 2. The employee has been advised by a health care provider to self-quarantine due to concerns  
 342 related to COVID-19.

343  
 344 Commissioner Mitchell motioned to approve the following recommended temporary personnel  
 345 resolution, as requested, seconded by Commissioner McCabe and approved unanimously.  
 346

**347 CRAVEN COUNTY TEMPORARY EMERGENCY FAMILY MEDICAL LEAVE ACT**  
**348 AND EMERGENCY PAID SICK LEAVE ACT POLICY**  
 349

350 The Families First Coronavirus Response Act (FFCRA or Act) requires certain  
 351 employers to provide employees, with some exclusions, with expanded family and  
 352 medical leave as well as emergency paid sick leave for specified reasons related to  
 353 COVID-19 effective April 1, 2020.  
 354

**355 EMERGENCY FAMILY AND MEDICAL LEAVE EXPANSION ACT (EFMLEA)**  
 356

357 Eligible Craven County employees (full-time, part-time, temporary, seasonal) who have  
 358 worked for Craven County for at least 30 days prior to the designated leave are eligible  
 359 for Emergency Family and Medical Leave Expansion Act (EFMLEA) leave. Please note  
 360 this new act does not change the eligibility requirements for regular Family Medical  
 361 Leave Act (FMLA).

**362 EFMLEA QUALIFYING REASONS**  
 363

364 The EFMLEA amends the Family and Medical Leave Act (FMLA) of 1993 by the  
 365 following:

- 366 • Added a new qualifying reason that provides 12 weeks of leave when an  
 367 employee is unable to work – either onsite or remotely - due to a need to care for  
 368 the son or daughter under 18 years of age of such employee if the school or  
 369 place of care has been closed, or the child care provider is unavailable due to an



370 emergency with respect to COVID-19 as declared by a federal, state, or local  
371 authority;

372  
373 • A “childcare provider” under the Act is defined as one who provides childcare  
374 services on a regular basis and receives compensation for those services. It  
375 excludes the situation where a family member has been providing childcare and  
376 is no longer available.

377  
378  
379  
380 • Leave taken under the EFMLEA is paid leave after a 10-day waiting period; an  
381 employee may choose to use accrued leave for the 10-day waiting period. In no  
382 instance can Craven County require employees to use accrued leave during the  
383 waiting period;

384  
385 • After the 10-day period, Craven County is required to pay full-time employees no  
386 less than two-thirds the employee’s regular rate for the number of hours the  
387 employee would otherwise be normally scheduled. The new Act limits this pay  
388 entitlement to \$200 per day and \$10,000 in the aggregate per employee;  
389 employees who work a part-time or an irregular schedule are entitled to be paid  
390 based on the average number of hours the employee worked for the six months  
391 prior to taking leave; employees who have worked for less than 6 months prior to  
392 leave are entitled to the employee’s reasonable expectation at hiring of the  
393 average number of hours the employee would normally be scheduled to work.

394  
395 • The regular rules under the FMLA will apply to job reinstatement. Craven County  
396 has the same obligation as under traditional FMLA to return any employee who  
397 has taken Emergency FMLA leave to the same or equivalent position upon the  
398 return to work;

399

400 **EFMLEA LEAVE RULES**

401 • Employees are still limited to a total of twelve weeks of FMLA leave within a 12-  
402 month period for all reasons combined.

403  
404 • Employees who have already used up their FMLA allotment for the year are not  
405 entitled to EFMLEA leave.

406  
407 • As with regular FMLA leave, where the need for leave is foreseeable, employees  
408 must provide Craven County with as much advance notice as practicable.

409

410

411 **EMERGENCY PAID SICK LEAVE ACT (EPSLA)**

412 Craven County will provide eligible employees with Emergency Paid Sick Leave Act  
413 (EPSLA) leave under certain conditions in accordance with FFCRA.

414

415 **EPSLA ELIGIBILITY**

416 Employees eligible for EPSLA include full-time, part-time, temporary, and seasonal.  
417

#### 418 **REASONS FOR EPSLA**

419 An employee qualifies for EPSLA if unable to work (or telework) due to a need for leave  
420 because the employee:

- 421 1. is subject to a federal, state, or local quarantine or isolation order related to  
422 COVID-19;
- 423 2. has been advised by a health care provider to self-quarantine because of  
424 COVID-19;
- 425 3. is experiencing symptoms of COVID-19 and are seeking a medical diagnosis;
- 426 4. is caring for an individual or are advised to quarantine or isolate;
- 427 5. is caring for a child whose school or place of care is closed, or whose childcare  
428 provider is unavailable, due to COVID-19 precautions; or
- 429 6. is experiencing substantially similar conditions as specified by the Secretary of  
430 Health and Human Services, in consultation with the Secretaries of Labor and  
431 Treasury.

#### 432 **DURATION/COMPENSATION**

433  
434  
435 You may elect to use EPSLA before using any accrued paid leave. Employees are  
436 entitled to:

- 437 • Full-time employees: 80 hours of pay at their regular pay rate. However, when  
438 caring for a family member (for reasons 4, 5, and 6 above on Page 2), sick leave  
439 is paid at two-thirds the employee's regular rate.
- 440
- 441 • Part-time employees: Pay for the number of hours the employee works, on  
442 average, over a two-week period.
- 443
- 444 • Paid leave under this policy is limited to \$511 per day (\$5,110 in total) where  
445 leave is taken for reasons 1, 2, and 3 described on Page 2 (generally, an  
446 employee's own illness or quarantine); and \$200 per day (\$2,000 in total) where  
447 leave is taken for reasons 4, 5, or 6 (care for others or school closures).
- 448

---

#### 450 **EXCLUSIONS**

451  
452 FFCRA final regulations permit employers of health care providers or emergency  
453 responders to exclude those employees from EMFLEA and EPLSA. The U.S.  
454 Department of Labor defines an emergency responder as: anyone necessary for the  
455 provision of transport, care, health care, comfort, and nutrition of such patients, or  
456 others needed for the response to COVID-19. This includes but is not limited to military  
457 or national guard, law enforcement officers, correctional institution personnel, fire  
458 fighters, emergency medical services personnel, physicians, nurses, public health  
459 personnel, emergency medical technicians, paramedics, emergency management  
460 personnel, 911 operators, child welfare workers and service providers, public works  
461 personnel, and persons with skills or training in operating specialized equipment or

462 other skills needed to provide aid in a declared emergency as well as individuals who  
463 work for such facilities employing these individuals and whose work is necessary to  
464 maintain the operation of the facility.

465

**AUTHORITY**

466

467  
468 Craven County will implement EFMLEA and EPSLA provisions created by the FFCRA  
469 that went into effect April 1. Craven County excludes health care providers and  
470 emergency responders, as defined above, from the EFMLEA and from reasons four (4),  
471 five (5), and six (6) of the EPSLA. The County Manager and or his designee are  
472 authorized to determine which specific positions fall under the U.S. Department of Labor  
473 definition of health care providers and emergency responders. Craven County  
474 maintains the right to amend this policy to exclude all provisions of the EFMLEA and  
475 EPSLA allowed by law should it become a necessity to maintain continuity of County  
476 Government operations.

477

**REQUESTING LEAVE**

478

479  
480 Employees who need to take EFMLEA or EPSLA leave should provide notice to their  
481 supervisor as soon as possible. The process for requesting EFMLEA will be similar to  
482 the standard FMLA request process. Employees are still required to follow Craven  
483 County's sick and annual leave policies to report all absences from work to their  
484 supervisor.

485

**RETALIATION**

486

487  
488 Craven County will not retaliate against employees who request or take leave in  
489 accordance with these policies.

490

**EXPIRATION**

491

492  
493 EFMLEA leave is available only as long as a federal, state or local COVID-19 state of  
494 emergency is in effect and in any event only through December 31, 2020. In addition,  
495 EFMLEA leave cannot be carried over after December 31, 2020. EPSLA expires  
496 December 31, 2020 and cannot be carried over. Should the provisions of the FFCRA,  
497 EFMLEA or EPSLA be extended by the federal government, this policy will  
498 automatically adjust to terminate or expire on date set by federal law.

499

**RATIFICATION**

500

501  
502 Ratified this 20<sup>th</sup> day of April, 2020 by the Craven County Board of County  
503 Commissioners.

504

505

**APPOINTMENTS**

506

507 There were no appointments made.

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## COUNTY MANAGER'S REPORT

County Manager, Jack Veit, thanked the Board for their continued support of the county employees during this crisis. He reminded them of the upcoming budget process and stated he would be contacting them individually in the next week to discuss what that is going to look like with the social distancing rules in place.

Mr. Veit informed them that he had received notice at the beginning of the meeting that there had been a third COVID19 death in Craven County. He reviewed that as of 04.19.2020 at 12:30 p.m. there were 33 confirmed cases, of which 11 were active, 20 were recovered, and 5 were hospitalized.

Mr. Veit reported that he was working on the budget with Craig Warren, and reminded them that the sales tax from March won't be known until June 15<sup>th</sup>. He reported that it is a barometer used in budgeting, as is the occupancy tax which hoteliers and Bed & Breakfasts state are down less than 20% of occupancy. These factors indicate the need to be conservative in projecting revenues.

Mr. Veit presented a request from the Health Director for a temporary on-call pay policy for the Communicative Disease Nurses, through June 30, 2020. He reviewed that the current COVID 19 crisis requires them to work longer hours and weekend work as they are responsible for contact tracing, dealing with the patients directly, working with their physicians and communication with the state organizations. The policy proposes \$50 per night, \$75 per weekend day, and \$100 for holiday pay. The total cost would be \$10,990.61 inclusive of FICA, retirement, 401K, workers comp. Mr. Veit indicated that the Health Department would receive approximately \$800,000 in COVID 19 Grant funding which would cover this expense through the remainder of the fiscal year. The policy would be retroactive to the previous pay period.

Commissioner Mitchell motioned to approve the new policy, as requested, seconded by Commissioner Liner and approved unanimously.

## COMMISSIONERS' REPORTS

*Commissioner Bucher* remarked that closing the US economy is unprecedented and causing local businesses to teeter on bankruptcy. He stated his personal belief was that keeping people apart was to primarily give our health agencies the opportunity to stay ahead of the virus and not be overrun, and that has been accomplished. Mr. Bucher further stated this virus will continue and probably increase, with a vaccine still at least a year away. He spoke in favor of sending a letter to Governor Roy about reopening the economy.

*Commissioner Mitchell* expressed her gratitude to the essential personnel, the health care workers, and the public safety officers working to ensure our safety. She spoke in support of Commissioner Bucher's comments, remarking that people in severe financial hardship is an equal threat in severity as to the virus. Mrs. Mitchell also commented that not being able to receive medical care not related to the virus is another threat, as many people have had to

554 postpone surgeries and are dealing with pain. She highlighted that each county's situation is  
555 different and that is why she would support a letter requesting the ability for each county to  
556 move forward.

557

558 *Commissioner McCabe* made no comments.

559

560 *Commissioner Liner* concurred with both Commissioner Bucher and Mitchell's comments,  
561 stressing that local businesses are hurting. He remarked that the county to date has stood up and  
562 done everything that has been asked, and the public has complied. Mr. Liner referenced the  
563 churches and other organizations and individuals who have donated masks and other PPE to  
564 protect the health care workers.

565

566 *Commissioner Jones* related that the Board has received many phone calls and had several  
567 conversations with their constituents on this topic. He remarked that there has not been  
568 consistency in the orders that have come down, favoring some businesses over others. Also, Mr.  
569 Jones expressed deep concern over the treatment of houses of worship during this crisis. He  
570 spoke in favor of a letter to the Governor allowing the county to make decisions on behalf of its  
571 citizens based on local data.

572

573 *Chairman Mark* stated he was very proud of the community and that most of his calls have been  
574 supportive of the county. He congratulated the staff on putting the employees and the Board in a  
575 safe environment, while also getting information out to everyone. Mr. Mark then read the  
576 proposed letter to Governor Cooper for recording in the Minutes.

577

578 April 20, 2020

579 The Honorable Roy Cooper  
580 North Carolina Office of the Governor  
581 20301 Mail Service Center  
582 Raleigh, NC 27699-0301

583

584 Dear Governor Cooper,

585

586 Craven County has seen challenging times over the last two years beginning with Hurricane Florence and  
587 now dealing with both the public health and economic pitfalls of the novel coronavirus pandemic. I want  
588 to thank you on behalf of the rest of the Craven County Board of Commissioners and all of our citizens  
589 for the leadership and assistance the State of North Carolina has provided during these events. We are a  
590 resilient County and our citizens have worked hard to find some normalcy in their lives. We very much  
591 value our partnership with the State of North Carolina and look forward to working together to overcome  
592 the challenges related to reopening Craven County after Executive Order 121 has expired or is rescinded.

593

594 I write you today with the support of the Craven County Board of Commissioners and all of our  
595 concerned citizens about how best to move Craven County forward upon the expiration or rescinding of  
596 Executive Order 121. We recognize the importance of continuing to slow the spread and protecting our  
597 most vulnerable populations. The Craven County Board of Commissioners are all strong advocates for  
598 public health and we all understand the importance of reviewing metrics and data collected locally to  
599 address the protection of our citizens. In the same manner as how we view public health, we also must  
600 consider the extreme hardship placed on our local economy. As you are well aware, our local businesses

601 big and small were still recovering from the devastating effects of Hurricane Florence as the coronavirus  
602 pandemic hit. Hurricane Florence was a once in a generation storm that changed fundamentally how our  
603 County's economy is structured.

604 We have worked very hard as a local government to do everything within our power to position our  
605 County citizens and businesses in a manner to recover more quickly and robustly. We now face a second  
606 economic catastrophe and we must work just as hard to overcome this challenge to be positioned to help  
607 nurture and revive our local economy and the thousands of jobs vital to our County's wellbeing.  
608

609 I am sure you recognize the restrictions imposed to slow the spread of the coronavirus are having extreme  
610 detrimental effects on local economies. We understand very clearly the need for these restrictions and the  
611 very difficult balancing act in decision making that has taken place to protect our citizens; however, we  
612 are hearing from many Craven County citizens and their desire is to have a firm, descriptive pathway to  
613 normalcy. The Craven County Board of Commissioners very much agree with the desire expressed by  
614 our citizens and we encourage you to reopen North Carolina while providing clear guidance or control to  
615 local counties to best judge further or future restrictions.  
616

617 As the local government that serves all of the citizens in Craven County we know our decision making  
618 would be based on local data, metrics and expertise that we develop specific to our County. We have full  
619 faith in our public health department and local County hospital to provide the Board of Commissioners  
620 with all of the information we need to make the right decisions for our citizens.  
621

622 We want Craven County, Eastern North Carolina and all of the State of North Carolina to remain a  
623 desirable economic development growth choice area where we can continue to build our cutting edge  
624 manufacturing sector and nurture our homegrown small businesses we are known for across the United  
625 States. We need your help moving forward by empowering county governments with future decision  
626 making authority to make determinations locally to reopen our economies and work with our citizens to  
627 bring normalcy back to Craven County. We want to again thank you for your leadership and all the hard  
628 work you and the members of your team have provided during this crisis.  
629

630 With Regards,  
631

632  
633 Thomas Mark  
634 Chairman, Craven County Board of Commissioners  
635

636 Commissioner Jones motioned to approve the letter, as requested, seconded by Commissioner  
637 Liner and approved unanimously.  
638

639 At 10:28 a.m., Commissioner Liner motioned to adjourn, seconded by Commissioner Mitchell  
640 and approved unanimously.  
641

# Craven County

RELEASES SUBJECT TO BOARD APPROVAL ON 5/4/2020

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
BOWMAN, KENNETH WALTER II DID NOT OWN JANUARY 1	83224	2019	211425	64.84
HENRIQUES, ROBERT C & SINGER, JANE NOT TAXABLE TO CRAVEN COUNTY	124676	2019	212208	35.14
MANLEY, JACK CHRISTOPHER NOT TAXABLE TO CRAVEN COUNTY	113966	2019	209452	31.30
MILLER, JOHN D & KEILA CRISTINA N INCORRECT OWNER/ REBILL	111507	2019	7634	311.50
RYAN, TERRENCE MICHAEL MILITARY EXEMPT	120341	2018	50830	14.04
SMITH, JULIETT INCORRECT OWNER/ REBILL	36653	2020	403212	535.61
6 RELEASES SUBJECT TO BOARD APPROVAL ON 5/4/2020				<b>992.43</b>

# Craven County

## REFUNDS SUBJECT TO BOARD APPROVAL ON 5/4/2020

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
TOMLINSON, ANN ELDERLY OR DISABLED EXCLUSION	7277850	2019	18072	173.60
1 REFUNDS SUBJECT TO BOARD APPROVAL ON 5/4/2020				<b>173.60</b>





## *PROCLAMATION* NATIONAL DAY OF PRAYER

**WHEREAS**, national days of prayer have a long and venerable history in our constitutional republic, dating back to the First Continental Congress in 1775; and

**WHEREAS**, in The Declaration of Independence, our first statement as Americans of national purpose and identity, made “the Laws of Nature and Nature’s God” the foundation of our United States of America and asserted that people have inalienable rights that are God-given; and

**WHEREAS**, throughout our history, Americans have consistently turned to God for guidance at pivotal moments as did President Franklin D. Roosevelt when he led the nation in prayer as courageous Americans stormed the beaches of Normandy on D-Day; and

**WHEREAS**, in 1988, legislation setting aside the first Thursday in May of each year as a national Day of Prayer was passed unanimously by both Houses of Congress and signed by President Ronald Reagan; and

**WHEREAS**, the National Day of Prayer is an opportunity for Americans of all faiths to join in united prayer to acknowledge our dependence on God, to give thanks for blessings received, to request healing for wounds endured, and to ask God to guide our leaders and bring wholeness to the United States and her citizenry;

**NOW, THEREFORE, BE IT RESOLVED THAT THE CRAVEN COUNTY BOARD OF COMMISSIONERS**, does hereby proclaim Thursday, May 7, 2020 as a day of prayer in all of Craven County and encourage our citizens to observe the day in ways appropriate to its importance and significance.

**Adopted this the 4<sup>th</sup> day of May, 2020.**

---

Thomas Mark, Chairman

---

Nan Holton, Clerk to the Board

**THE GREAT STATE OF NORTH  
CAROLINA**

**Counties of Craven and Pamlico**

**Interlocal Agreement**

**for the**

**Craven-Pamlico Regional Library**

**WHEREAS**, Craven County, Pamlico County, and Carteret County are currently members of the Craven-Pamlico-Carteret Regional Library, and Carteret County has given notice of its intent to withdraw from same, effective June 30, 2020;

**WHEREAS**, after June 30, 2020, Craven County and Pamlico County intend to continue the existing regional library system as the Craven-Pamlico Regional Library (hereinafter referred to as “CP Regional Library” or “Regional Library System”); effective July 1, 2020, pursuant to the terms of this Interlocal Agreement for the Craven-Pamlico Regional Library (hereinafter referred to as “Agreement”);

**WHEREAS**, the mission of the Craven-Pamlico Regional Library is to be an integral part of the lives of the people in the counties by providing them with excellent educational, recreational, informational and cultural services and;

**WHEREAS**, recognizing the diverse communities served and the specific individual needs of their residents, two governments and their libraries collaboratively are committed to the education, economic development and quality-of-life contributions that libraries uniquely are able to provide and;

**WHEREAS**, this collaboration provides for the most effective and efficient use of local resources for the benefit of their residents and;

**WHEREAS**, this collaboration provides opportunities for service and resource allocations otherwise beyond the financial and service capacities of the individual governments and libraries.

**NOW, THEREFORE**, pursuant to resolutions duly adopted by their governing boards, the parties hereto memorialize their commitment for the continuation of the Regional Library as the Craven-Pamlico Regional Library upon the terms set forth below therein for a term extending from July 1, 2020 through June 30, 2030.

**I. Governments Involved**

- A. Craven County
- B. Pamlico County

## **II. Purpose Statement**

This Agreement is to perpetuate excellent library and information services to the residents of the areas included within the jurisdiction of the aforementioned governing bodies through their collaborative and collective efforts under the legal authority of N.C.G.S. §153A-270 and N.C.G.S. §160A, Article 20, Part 1.

## **III. Board of Trustees**

A. The Board of Trustees shall be the governing body of the CP Regional Library.

B. Membership.

1. There shall be 7 members of the Board of Trustees providing equitable representation of each participating governmental unit as follows:

a) Craven County: 4 members appointed by the Craven County Board of Commissioners to include at least one county commissioner.

b) Pamlico County: 3 members appointed by the Pamlico County Board of Commissioners to include at least one county commissioner.

2. Members, with the exception of the county commissioner appointed to serve from each county, shall be appointed by the appropriate governing body after consideration of relevant factors, including nominations from the membership of the local library boards according to bylaws and policies approved by each governing body for that library.

3. Members shall be appointed in staggered terms to promote consistency as well as to accommodate change. Regional bylaws shall clearly define the term limits and how staggered terms shall be accomplished among the counties. Members shall serve no more than two consecutive terms with no single term longer than four (4) years.

4. Vacancies on the Board of Trustees shall be filled with appointments by the appropriate governing body for the length of the term of the member creating the vacancy.

5. Effective July 1, 2020, members of the former CPC Regional Library Board of Trustees from the Counties of Craven and Pamlico may continue to serve as Trustees for the CP Regional Library under the following guidelines: members who were serving an initial full four (4) year term for the CPC Regional Library on June 30, 2020, shall be eligible for reappointment to a second term of four (4) years at the expiration of the initial term. Members serving a second term for the CPC Regional Library on June 30, 2020, will be eligible to serve the remainder of that term on the Board of Trustees for the CP Regional Library, but will not be eligible for reappointment at the completion of that term. Others appointed to fill vacant seats shall be appointed for four (4) year terms as set forth in Section III(B)(3) herein.

C. Powers and Duties delegated to the CP Regional Library Board of Trustees by the Counties of Craven and Pamlico.

1. The Board of Trustees shall be delegated the power to adopt bylaws and rules for its own governance.
2. The Board of Trustees shall be designated the power to adopt policies for the Regional Library System's administration and operation.
3. The Board of Trustees shall be delegated the power to select, appoint, remove, determine salary and other terms of employment of a Regional Library Director.
  - a) These actions shall require a majority vote of the Board at which a quorum is present.
  - b) The CP Regional Library Director shall:
    - i. Have a valid North Carolina Public Librarian Certificate issued by the North Carolina Public Librarian Certification Commission;
    - ii. Be the chief executive and administrative officer of the CP Regional Library.
  - c) Office space for the regional administration shall be provided within one of the libraries existing within the CP Regional Library System.
4. The Board of Trustees shall develop and approve an annual budget which shall:
  - a) Be administered under the same provisions as units of local government (N.C.G.S. Chapter 159), with all state funds administered by the CP Regional Library and expended throughout the region as described in 07 NCAC 021.0202.
  - b) Be a composite of the separate budgets of each county library, as recommended by the local library board of trustees, with an agreed upon amount paid by each county for the materials, salaries and operating expenses of each library within that county, and sent to the Finance Officer in monthly or quarterly payments as negotiated by the Finance Officer and the local county.
  - c) Include a specified amount of funding for each library's operating costs with gifts, special memorials, endowment and trust income and appropriations for capital outlay earmarked for the designated purpose and library.

- d) Be approved by the governing board of the county for each library situated within that county.
  - e) Any additional funds not used during a budget year will become part of the operating balance of the CP Regional Library, and shall not be returned to the respective contributing county unless and until a dissolution of the CP Regional Library occurs.
5. The Board of Trustees shall be delegated the power to appoint a Regional Finance Officer or firm who shall:
- a) Ensure expenditure of funds consistent with the budget adopted by the Board;
  - b) Report directly to the CP Regional Library Director and be in attendance at all meetings of the Board of Trustees.
6. The Board of Trustees shall be delegated the power to assure compliance with all applicable State and Federal laws and eligibility for the receipt of State and Federal funds.
7. The Board of Trustees shall be delegated the power to make recommendations to the governing units concerning the construction and improvement of the physical facilities of the libraries within the region: however, construction and facility maintenance shall be a responsibility of the local governing unit unless the Regional Board negotiates and approves a collaborative effort.
8. The Board of Trustees shall make regular reports related to services and operations to each governing body, and in no event less than annually, as conveyed by approved reports of the Regional Library Director.
9. The Board of Trustees shall obtain an annual independent audit of Regional Library accounts consistent with generally accepted accounting principles, and submit a copy of this audit to the State Library of North Carolina as well as to both county finance offices.

#### **IV. Terms of Property Ownership**

- A. A major benefit of regional cooperation is that scarce resources may be shared among the various county residents without wasteful duplication; however, certain ownership restrictions shall apply.
- 1. All buildings, grounds, and other facilities of each local library shall remain the property of the respective county in which it sits.
  - 2. All books, technology, or other resources paid for with local funds shall remain the property of the respective county which supplied the funds.

3. All books, technology, or other resources paid for with Regional or State funds shall remain the property of the CP Regional Library System.

## **V. Insurance Coverage and Indemnification**

### **A. Insurance Coverage**

1. The local government units shall maintain insurance coverage, including general liability insurance, for the building and grounds and other facilities for each of their individual local libraries.

2. The Regional Library shall maintain insurance coverage for worker's compensation and for the vehicles used to provide service to the CP Regional Library.

### **B. Indemnification**

The CP Regional Library shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, board member, or employee against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the CP Regional Library; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of Trustees who are not at that time parties to the proceeding.

## **VI. Provisions for Amendment**

A. This Agreement can be amended providing that both counties accept those amendments in a regular meeting of governing boards of those counties.

B. Recommendations for amendments shall be forwarded to each of the county governments in writing with a thirty-day period for consideration given. At the next regular meeting of the county boards of commissioners after this thirty-day period, the amendments shall be voted on by those bodies.

C. Disagreements related to this Agreement shall be resolved first by a committee of representatives from each governmental unit and then by their legal counsel, if necessary.

## **VII. Provisions for Withdrawal**

A. A member proposing to withdraw from the CP Regional Library System shall give written notice on or before July 1 to the CP Regional Library Board of Trustees, the

other participating governmental unit and the State Library of North Carolina. The withdrawal shall be effective June 30 of the following year. Any such withdrawal will result in a dissolution of the CP Regional Library.

B. Should that member decide within this time period to rescind the proposal, that member shall remain a part of the CP Regional Library under the same conditions and requirements as the agreement under which they became a member and no dissolution shall occur.

C. Should that member fully withdraw, resulting in the dissolution of the CP Regional Library, the Terms of Property Ownership as stated in section IV shall apply.

D. In accordance with N.C.G.S. §160A, Article 20, Part 1, Joint Exercise of Power, all real property purchased by the region is owned jointly as tenants in common by the participating counties; therefore, if the CP Regional Library System is dissolved, the Counties of Craven and Pamlico *shall* divide the joint assets as follows: on a pro rata basis to be based on their respective proportionate contributions during the preceding five (5) years, to be determined by an audit performed by a Certified Public Accountant, based on information provided by each county's Finance Officer. After all outstanding debts are resolved, any remaining State or Federal funds previously distributed to the Regional Library shall be returned to the State Library and remaining funds from local governmental units shall be returned to them based on their respective, proportionate contributions during the preceding five (5) years, to be determined by an audit performed by a Certified Public Accountant, based on information provided by each county's Finance Officer. Other personal property such as the courier van, computers and other technology, books, and any other assets shall be sold at auction and the proceeds distributed in accordance with this Section or in some other equitable manner as agreed upon by the committee of representatives.

E. The distribution of properties and resources jointly owned shall be accomplished by a committee composed of representatives from each governmental unit, the current CP Regional Library Director, and a representative from the State Library of North Carolina.

### **VIII. Review and Termination**

A. This Agreement shall continue to be in effect for ten years from the dated signatures on the contract unless either Pamlico or Craven County gives notice of an intent to withdraw, in accordance with Section VII herein, or reasonable cause for amendment to the Agreement is presented in writing to each of the local governmental units and the State Library of North Carolina.

B. The Agreement may be reviewed at any time by any local governmental body or the CP Regional Library Board of Trustees and, if modifications are deemed reasonable and necessary, amendments may be made according to the procedures stated above.

C. At the end of the ten-year agreement period, the CP Regional Library Board shall review the Agreement, recommend any modifications, and submit it for review and renewal to each of the local governmental units which shall review, suggest modifications, and vote to extend or decline to renew the Agreement.

D. The Agreement may be terminated if reasonable cause is presented in writing by a local governmental unit to the other member of the CP Regional Library, the CP Regional Library Board of Trustees, and the State Library of North Carolina. The effective date of termination will be memorialized by a joint written rescission of the Agreement to be executed by both Craven County and Pamlico County. In the event the counties cannot reach a mutual decision to terminate, both counties retain the right to withdraw pursuant to the terms of Section VII herein.

E. If the agreement terminates, and no successor agreement is to be executed, the CP Regional Library System shall be dissolved, and joint assets distributed as described in Section VII herein.

This **AGREEMENT** shall be effective upon acceptance by all parties.

**IN WITNESS WHEREOF**, this Agreement has been executed by the principal official of the governing board of each party hereto, pursuant to authority of each respective board of commissioners.

Attest:

CRAVEN COUNTY

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Board Chair

PAMLICO COUNTY

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Board Chair



4 **New Fee Recommendation**

**Description:** 98966

**Current Fee:** 0

**Proposed Fee:** \$15.00

**Recommended Effective Date:** 3/10/2020

**Reason / Justification:** During COVID-19 staff (LCSW) will use telephone evaluation and management services for established patients and routine follow up (5 to 10 minutes).

**Reimbursement Rates**

Medicaid: \$13.06

BCBS: \$12.96

5 **New Fee Recommendation**

**Description:** 98967

**Current Fee:** 0

**Proposed Fee:** \$27.00

**Recommended Effective Date:** 3/10/2020

**Reason / Justification:** During COVID-19 staff (LCSW) will use telephone evaluation and management services for established patients and routine follow up (11 to 20 minutes).

**Reimbursement Rates**

Medicaid: \$26.12

BCBS: \$24.38

6 **New Fee Recommendation**

**Description:** 98968

**Current Fee:** 0

**Proposed Fee:** \$40.00

**Recommended Effective Date:** 3/10/2020

**Reason / Justification:** During COVID-19 staff (LCSW) will use telephone evaluation and management services for established patients and routine follow up (21 to 30 minutes).

**Reimbursement Rates**

Medicaid: \$39.18

BCBS: \$36.18

7

**New Fee Recommendation**

**Description:** G2012

**Current Fee:** 0

**Proposed Fee:** \$15.00

**Recommended Effective Date:** 3/10/2020

**Reason / Justification:** MEDICARE Specific: During COVID-19 staff (FNP, MD, PA, CNM, LCSW) will use telephone evaluation and management services for established patients and routine follow up (5 to 10 minutes).

**Reimbursement Rates**

**Medicare: \$14.78**

***Approvals:***

\_\_\_\_\_  
***Administrative Officer/Date***

\_\_\_\_\_  
***Health Director/Date***

\_\_\_\_\_  
***Board of Health Chairperson/Date***

\_\_\_\_\_  
***Board of Commissioner's Approval /Date***







**NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
REQUEST FOR ADDITION TO STATE MAINTAINED SECONDARY ROAD SYSTEM**

North Carolina  
County of Craven

Road Description: Netties Dr. (Approx. .3 miles)

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of Craven requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System; and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the system.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Craven that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

**CERTIFICATE**

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Craven at a meeting on the 4<sup>th</sup> day of May, 2020.

WITNESS my hand and official seal on this the 4th day of May, 2020.

**(Official Seal)**

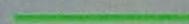
\_\_\_\_\_  
Clerk to the Board of Commissioners  
County of Craven

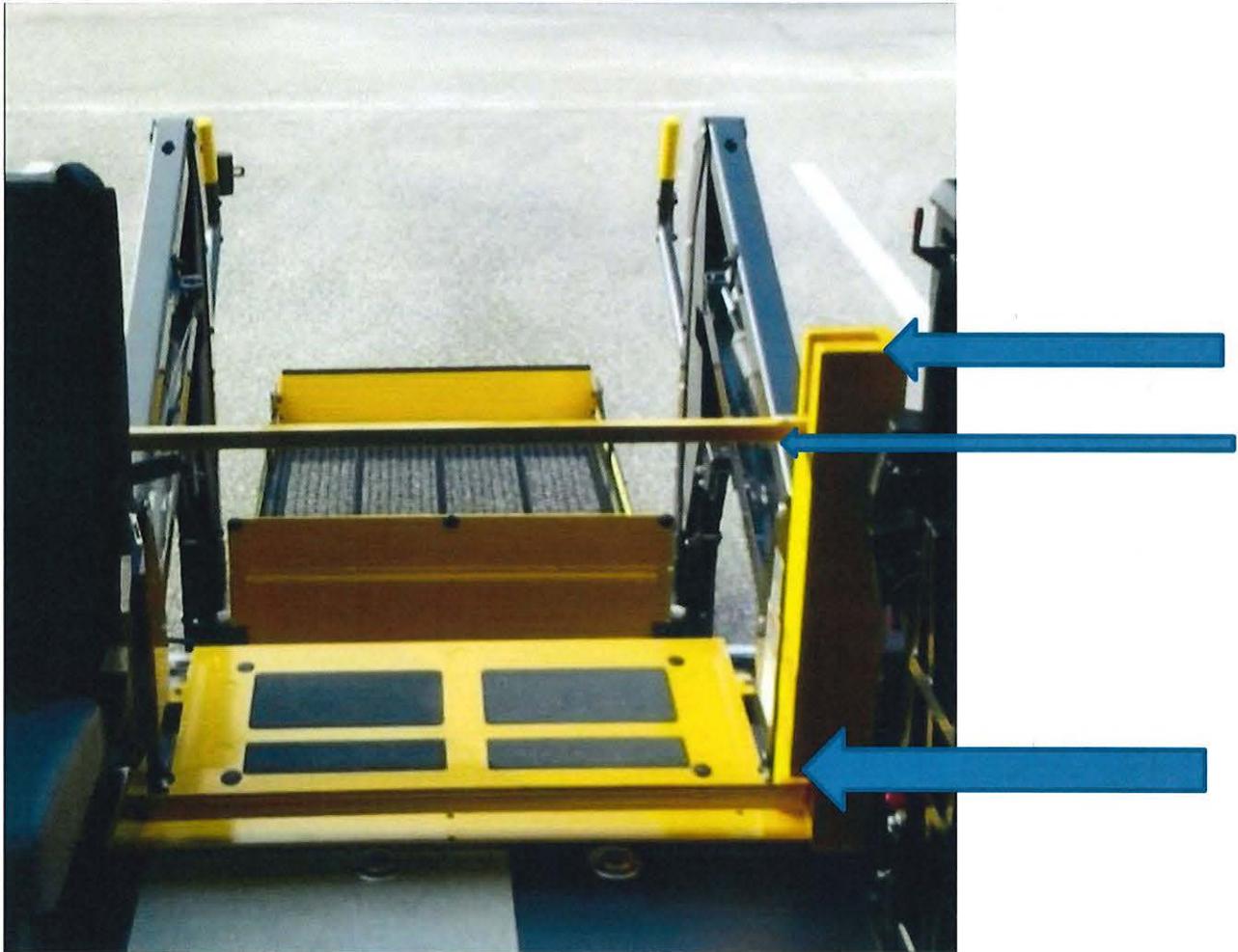
**PLEASE NOTE:**

**Forward direct with request to the Division Engineer, Division of Highways**

Form SR-2 (3/2006)

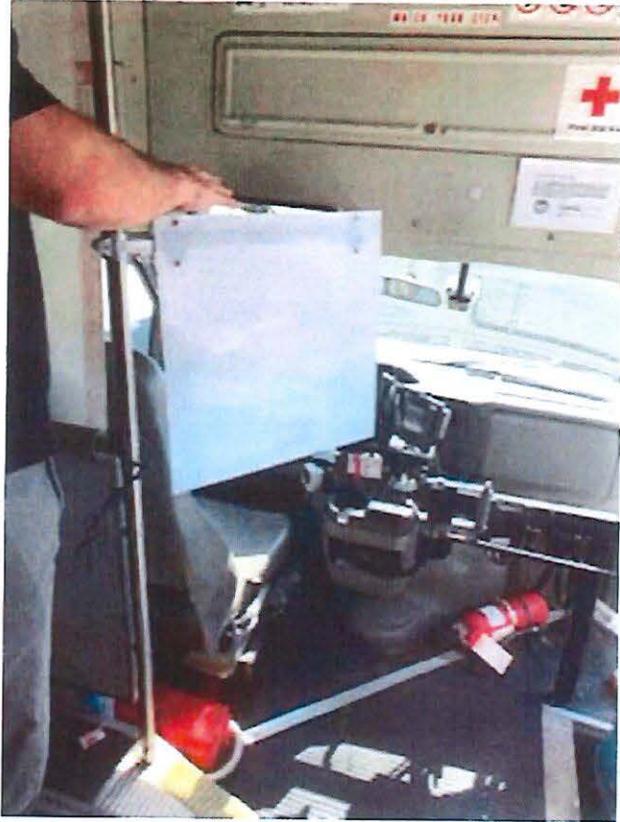


-  = Road Being Petitioned
-  = Existing State Road



### Lift Guard

The plate at floor level rises to stop the movement of a wheelchair when the platform is below floor level. The bar higher up moves into the down position to stop an ambulatory person from going out the door and/or keeping the wheelchair from flipping backwards out the door at the same time the plate is activated. These operate automatically based on the position of the platform.



Examples of Sneeze Shield placements prior to protective covering being removed

## Budget for FY20 5311 CARES Act funding apportionment

Rural payroll expenses for dispatching and driving staff	\$246,974
Rural fuel	\$65,390
Rural repairs and preventive maintenance	\$27,049
<b>Operating expenses not in 5311 Admin budget using FY2019 numbers</b>	<b>\$339,413</b>
Rural portion of purchasing lift guards	\$27,000
Rural portion of purchase sneeze shields	\$11,000
Additional PPE and cleaning related expenses	\$4,000
Additional rural service (express routes, expanded hours)	\$14,015
<b>Additional expenses</b>	<b>\$395,428</b>
Fare revenue	\$7,000
	\$388,428

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (Commercial)

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between BayFront Development, a(n) North Carolina Limited Liability Corporation ("Buyer"), and Craven County, a (n) public government entity ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Property": (Address) Lot 1 in "Lot 19 Concept" located along Executive Parkway in the Craven County Industrial Park in New Bern, North Carolina;

All A portion of the property in Deed Reference: Book 1604, Page No. 1010, Craven County; consisting of a parent tract of approximately 65.115 acres, with the purchase tract to consist of 6.0 acres.

Plat Reference: Lot(s) , Block or Section , as shown on Plat Book or Slide at Page(s) , County, consisting of acres.

If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference, (For information purposes, the parent tract tax parcel number of the Property is: 8-217-025 and the new tax parcel number will be determined at Closing.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

\$ 120,000.00 (b) "Purchase Price" shall mean the sum of One Hundred Twenty Thousand & 00/100 Dollars, payable on the following terms:

\$ 5,000.00 (i) "Earnest Money" shall mean Five Thousand Dollars,

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with a mutually agreed upon Escrow Agent, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.

ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST-BEARING TRUST ACCOUNT, AND: (check only ONE box)

ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: )

ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

Buyer Initials Seller Initials

\$ NA (ii) **Proceeds of a new loan** in the amount of \_\_\_\_\_ Dollars for a term of \_\_\_\_\_ years, with an amortization period not to exceed \_\_\_\_\_ years, at an interest rate not to exceed \_\_\_\_\_ % per annum with mortgage loan discount points not to exceed \_\_\_\_\_ % of the loan amount, or such other terms as may be set forth on **Exhibit B**. Buyer shall pay all costs associated with any such loan.

\$ NA (iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of \_\_\_\_\_ Dollars being payable over a term of \_\_\_\_\_ years, with an amortization period of \_\_\_\_\_ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of \_\_\_\_\_ percent ( \_\_\_\_\_ %) per annum in the amount of \$ \_\_\_\_\_, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. **(NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)**

\$ NA (iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ \_\_\_\_\_ and evidenced by a note bearing interest at the rate of \_\_\_\_\_ percent ( \_\_\_\_\_ %) per annum, and a current payment amount of \$ \_\_\_\_\_. The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before \_\_\_\_\_. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing

\$ 115,000.00 (v) **Cash, balance of Purchase Price**, at Closing in the amount of One Hundred Fifteen Thousand & 00/100 Dollars.

- (c) **"Closing"** shall mean the date and time of recording of the deed. Closing shall occur on or before \_\_\_\_\_ Thirty-Five (35) days following expiration of Examination Period.
- (d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.
- (e) **"Examination Period"** shall mean the period beginning on the Contract Date and extending through \_\_\_\_\_ One Hundred Twenty (120) Days.

***TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.***

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

(f) **“Broker(s)”** – PARAGRAPH INTENTIONALLY DELETED.

(g) **“Seller’s Notice Address”** shall be as follows:

Jeff Wood  
c/o Craven 100 Alliance  
406 Craven Street  
New Bern, NC 28560

(h) **“Buyer’s Notice Address”** shall be as follows:

Ron Sutphin, Jr  
BayFront Development, LLC  
PO Box 1538  
Pilot Mountain, NC 27041

- (i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)**
- (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581) attached hereto and incorporated herein by reference.

**Section 2. Sale of Property and Payment of Purchase Price:** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

**Section 3. Proration of Expenses and Payment of Costs:** Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller’s obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following: NONE.  
Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following: NONE.  
Each party shall pay its own attorney’s fees.

**Section 4. Deliveries:** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all information relating to the Property in possession of or available to Seller, including but not limited to: title insurance policies, surveys and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property’s title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

**Section 5. Evidence of Title:** Seller agrees to convey fee simple marketable and insurable title to the Property free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (if applicable) and (c) matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period (“Permitted Exceptions”); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

**Section 6. Conditions:** This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Buyer must be able to obtain a firm commitment for this loan on or before \_\_\_\_\_, effective through the date of Closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of lender's decision. On or before the above date, Buyer has the right to terminate this Agreement for failure to obtain the loan referenced in Section 1(b)(ii) by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Notwithstanding the foregoing, after the above date, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

**Section 7. Leases (Check one of the following, as applicable):**

If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

If this box is checked, Seller discloses that there are one or more leases affecting the Property (oral or written, recorded or not -"Leases") and the following provisions are hereby made a part of this Agreement.

(a) All Leases shall be itemized on **Exhibit B**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease), and Seller agrees to use its best efforts to effect such assignment. Any assignment required under this Section 7 shall be required to be delivered at Closing by Seller in addition to those deliveries required under Section 11 of this Agreement.

(e) Seller agrees to deliver an assignment of any Lease at Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at Closing. Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

**Section 8. Environmental:** Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

**Section 9. Risk of Loss/Damage/Repair:** Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

**Section 10. Earnest Money Disbursement:** In the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction, or alternatively, the party holding the Earnest Money may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

**Section 11. Closing:** At Closing, Seller shall deliver to Buyer a general warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personally listed on Exhibit A, an owner's affidavit, lien waiver forms and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree. Possession shall be delivered at Closing, unless otherwise agreed herein.

**Section 12. Notices:** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

**Section 13. Entire Agreement:** This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

**Section 14. Enforceability:** This Agreement shall become a contract when a signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

**Section 15. Adverse Information and Compliance with Laws:**

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any). :

NONE

**Note:** For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the time of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

Seller represents that the regular owners' association dues, if any, are \$ \_\_\_\_\_ per \_\_\_\_\_.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

**Section 16. Survival of Representations and Warranties:** All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

**Section 17. Applicable Law:** This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

**Section 18. Assignment:** This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

**Section 19. Tax-Deferred Exchange:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

**Section 20. Memorandum of Contract:** Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

**Section 21. Authority:** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

**BUYER:**

**SELLER:**

**Individual**

**Individual**

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**Business Entity**

**Business Entity**

BayFront Development, LLC  
\_\_\_\_\_  
(Name of Entity)

\_\_\_\_\_  
(Name of Entity)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Ron Sutphin, Jr

Name: \_\_\_\_\_

Title: Managing Partner

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

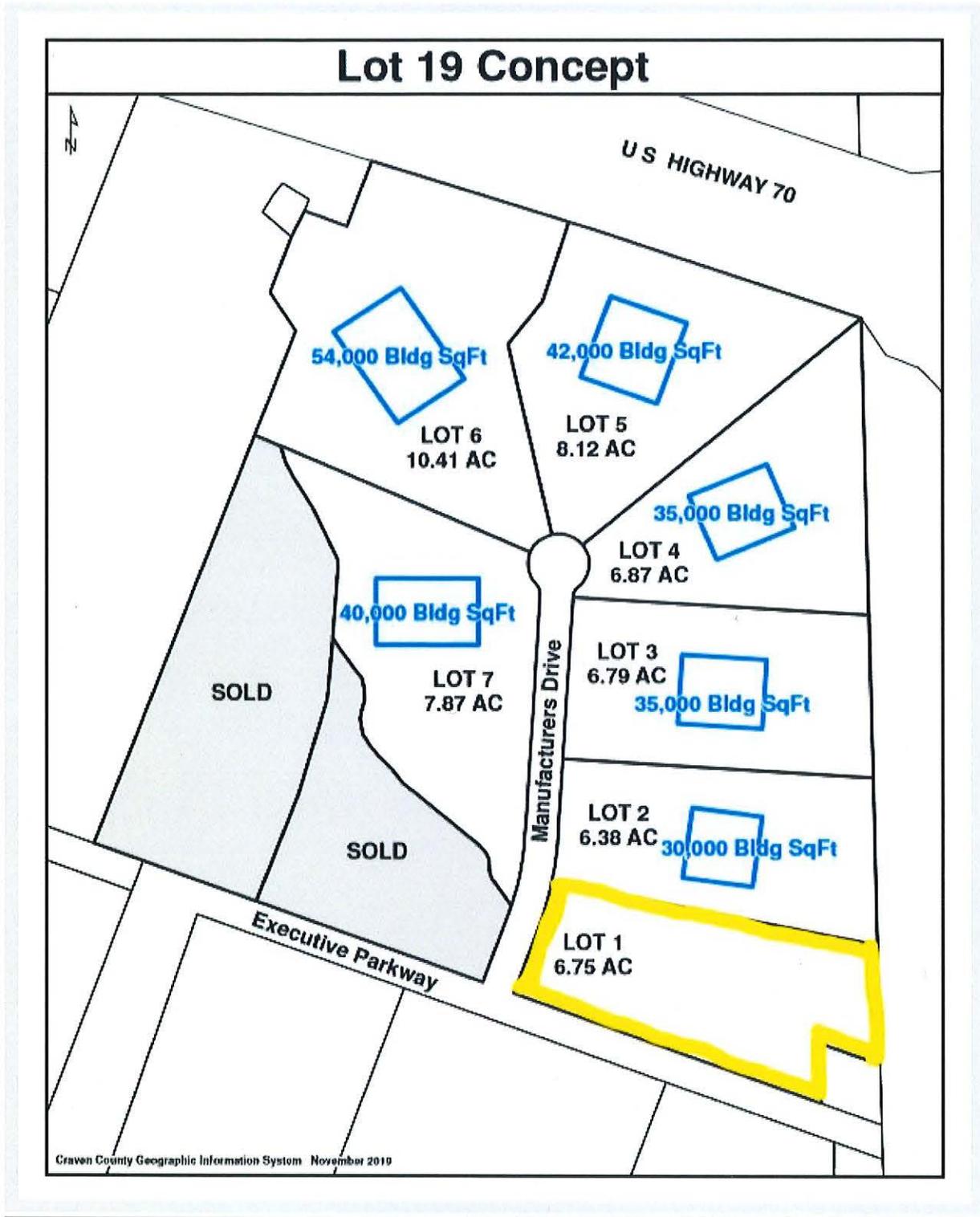
**The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.**

\_\_\_\_\_  
(Name of Firm)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Exhibit A



Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

**CRAVEN COUNTY, NC**  
**Audit Services Proposals**  
**Date Received: Tuesday, March 31, 2020**

Audit Firm:	<u>RSM US, LLP</u>	<u>TPSA, &amp; Co</u>
Proposed Cost -Year 1	\$74,300	\$69,750
Proposed Cost -Year 2	\$76,550	\$69,750
Proposed Cost -Year 3	<u>\$78,800</u>	<u>\$69,750</u>
Total Cost - 3 Years	\$229,650	\$209,250
*Additional Program Cost:	\$2,000-\$5,000 per program over 4	Included in base price
Estimated Hours For Audit:	1,060 hours	639 hours
Airport Audit Cost:	\$5,500	Included in base price
TDA Audit Cost:	\$3,200	\$2,850

\*Last two years the County has averaged 7.5 additional programs tested. Current audit fee for fiscal year 2020 was \$106,000.

Rating Factor	Max Points	Firms			
		RSM	TPSA Co.	Martin Starnes	Cherry Bekeart
Quality of the Proposal					
- Covered required material in thorough detail	20	17	19	-	-
- Easy to follow and understand					
- Free of grammatical errors					
Qualifications of Audit Staff					
- Education level of audit staff	30	22	25	-	-
- Nature of audit staff continuing education credits					
- Experience with counties					
Support to the County					
- Experience auditing similarly sized Counties	20	14	16	-	-
- Number of staff & hours dedicated to audit					
- Willingness to work with County's timeline					
Cost					
- Competitive pricing for basic services	30	20	24	-	-
- Base fee includes routine advisement throughout fiscal year					
- Competitive pricing for special requests					
<b>Total Points</b>	<b>100</b>	<b>73</b>	<b>84</b>	<b>Declined</b>	<b>Declined</b>

<b>RESOLUTION</b> <b>DESIGNATION OF APPLICANT'S AGENT</b> North Carolina Division of Emergency Management	
Organization Name (hereafter named Organization) Craven County	Disaster Number: FEMA - 4478-DR-NC
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):	
Applicant's Fiscal Year (FY) Start Month: July Day: 1	
Applicant's Federal Employer's Identification Number 56 -6000290	
Applicant's Federal Information Processing Standards (FIPS) Number 37 -049	
PRIMARY AGENT	SECONDARY AGENT
Agent's Name Craig A. Warren	Agent's Name Jack B. Veit III
Organization Craven County	Organization Craven County
Official Position Finance Director	Official Position County Manager
Mailing Address 406 Craven Street	Mailing Address 406 Craven Street
City ,State, Zip New Bern, NC 28560	City ,State, Zip New Bern, NC 28560
Daytime Telephone (252)636-6603	Daytime Telephone (252)636-6603
Facsimile Number (252)636-6638	Facsimile Number (252)637-0526
Pager or Cellular Number	Pager or Cellular Number
BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this _____ day of _____, 20___.	
GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title	Name
Name and Title	Official Position
Name and Title	Daytime Telephone
CERTIFICATION	
I, _____, (Name) duly appointed and _____ (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of _____ (Organization) on the _____ day of _____, 20___.	
Date: _____	Signature: _____

## Volunteer Board Information and Interest Sheet Craven County, North Carolina

Names of board, committee, authority, etc., in which you are interested. Please list in order of priority:

CCPT - Community Child Protection Team

Name: Steven Garity Home Phone: 252-672-4126  
 Home Address: 601 George St  
 City: New Bern Zip Code: 28560  
 Township: \_\_\_\_\_ City Limits:  Yes  No  
 Occupation: Detective Business Phone: 252-672-4126  
 Place of Employment: New Bern Police Dept. Fax Number: \_\_\_\_\_  
 E-Mail Address: Garitys@newbernnc.gov  
 (Please indicate your preferred contact number.)

### Education

Bachelor's Degree in Criminal Justice and Criminology

### Business and Civic Experience

Detective with the New Bern Police Department

### Areas of Expertise, Interest, Skills

Investigations

### Why do you want to serve?

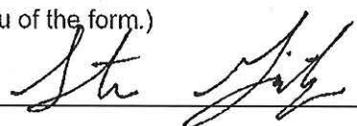
To obtain knowledge and experience

Please List Other Local, Regional and Statewide Boards, Committees or Commissions on Which You Serve

N/A

(A resume may be attached to this form, but will not be accepted in lieu of the form.)

Date: 04/17/2020

Signature: 

**Please be advised that this form is a public record, and must be made available to the public upon request.**

The Craven County Board of Commissioners sincerely appreciates the interest of all citizens in serving their county. For more information on the responsibilities of various boards, you may view the on-line board descriptions or contact the County Clerk's Office at (252) 636-6601. RETURN FORM TO: CRAVEN COUNTY CLERK, 406 CRAVEN STREET, NEW BERN, NC 28560. The form may also be sent via e-mail ([gbryan@cravencountync.gov](mailto:gbryan@cravencountync.gov)) or fax: (252-637-0526).

*This form will remain active until one year after date received.*

**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 9-046-115 and more particularly described in Deed Book 3501, Page 1393 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 4<sup>th</sup> DAY OF MAY, 2020.

\_\_\_\_\_  
THOMAS MARK, Chairman

(County Seal)

\_\_\_\_\_  
NAN HOLTON,  
Clerk to the Board

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

**CHARLES PETERSEN**, 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 9, Craven County, North Carolina, being known as and more particularly described as:

Street Address: N/A

Subdivision Name: N/A

Tax Parcel ID No.: 9-046-115

Plat Reference: N/A

Being all of that property more particularly described in Deed Book 3501, Page 1393 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$1,300.00 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) \$800.00 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 **CHARLES PETERSEN**, 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 CLPJ 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)

Charles Petersen (SEAL)

Name: Charles Petersen

Date: 4-20-20

Address: 101 Bandon Dr.  
New Bern, NC 28562  
ce\_pete@yahoo.com

Phone: 252-288-9922

SELLER

CRAVEN COUNTY

By: \_\_\_\_\_ (SEAL)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer Initials CWPJ Seller Initials \_\_\_\_\_

WesternUnion WU

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

**MONEY ORDER**

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

19-098494905

A 357808 D 042020  
1 1338 27  
190984949056 L 000825

\$500.00  
FIVE HUNDRED DOLLARS

PAY EXACTLY FIVE HUNDRED DOLLARS AND NO CENTS

PAY TO THE ORDER OF Craven County

PAYMENT FOR/ACCT. #

PURCHASER'S ADDRESS

Charles Peterson Jr.  
PURCHASER'S SIGNATURE

⑆ 102100400⑆ 40190984949056⑈



MV  
4



Doc No: 10007580  
Recorded: 05/17/2017 at 02:30:10 PM  
Fee Amt: \$31.00 Page 1 of 4  
Revenue Tax: \$5.00  
CRAVEN County, North Carolina  
Sherril B. Richard Register of Deeds

Bk **3501** Pg **1393**

NORTH CAROLINA

**COMMISSIONER'S DEED**

CRAVEN COUNTY

Revenue Stamps: \$5.00

Parcel # 9-046-115

**THIS COMMISSIONER'S DEED**, made and executed this 17<sup>th</sup> day of May, 2017, by and between **ROSS T. HARDEMAN, Commissioner**, pursuant to a judgment of the General Court of Justice, Craven County, North Carolina in an action entitled "Craven County, Plaintiff v. STANLEY FIELDS, et al., Defendants.", Grantor, to **Craven County** whose mailing address is: 406 Craven St., New Bern, NC 28560 as Grantee.

**WITNESSETH:**

WHEREAS, said **ROSS T. HARDEMAN, Commissioner**, being empowered and directed by a judgment in the said action, did, on the 28<sup>th</sup> day of April, 2017, 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 highest bidder for said land at the public sale in the sum of \$2,344.21.

WHEREAS, on the 1<sup>st</sup> day of May, 2017, **ROSS T. HARDEMAN, Commissioner**, reported to the Court that Craven County was the highest bidder for said land in the amount of **\$2,344.21**;

---

*Prepared By*  
/ *Sumrell, Sugg, Carmichael, Hicks and Hart, P.A.*  
*Attorneys at Law*  
*416 Pollock Street*  
*New Bern, North Carolina 28560*

WHEREAS, more than 10 days passed after the entry of said bid without any advance or upset bids being offered and the reports thereof were timely filed with the Court; and

WHEREAS, on the 16<sup>th</sup> day of May, 2017, ROSS T. HARDEMAN, Commissioner was ordered by judgment of said Court to execute a deed in fee simple to Grantee;

NOW THEREFORE, in consideration of the premises, the said ROSS T. HARDEMAN, Commissioner, as aforesaid, does hereby grant, bargain, sell, and convey to Grantee all of that certain tracts or parcels of land lying and being situated in Number Nine (9) Township, Craven County, North Carolina, and being more particularly described as follows:

**Commencing at a PK nail set at the centerline intersections of the Atlantic and North Carolina Railroad and SR 1224 and running thence along with the centerline of said railroad south 67 degrees 30 minutes east 3781.18 feet to a point, thence leaving the centerline of said railroad and running south 42 degrees 44 minutes 29 seconds west 106.56 feet to a found iron pin in the southern right of way line of the railroad. Running thence from said point of beginning south 42 degrees 44 minutes 29 seconds west 557.52 feet to a found iron pin, thence north 0 degrees 8 minutes 7 seconds east 125.0 feet to a set iron pin, thence north 41 degrees 31 minutes 4 seconds east 431.02 feet to an iron pin set in the southern right of way line of said railroad, running thence along with southern right of way line of said railroad south 67 degrees 30 minutes east 100 feet to a found iron pin, the point of beginning. Said tract containing one acre and being a portion of that land conveyed to Dorothy A. Joyner by deed of record in Book 666 at page 62 Craven County Registry.**

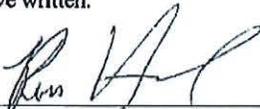
**For further reference see deed recorded in the Office of the Register of Deeds of Craven County in Book 1493, at Page 461.**

**This property is also commonly referred to by its tax parcel identification number which is 9-046-115.**

**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 thereto belonging to the said Grantor, in fee simple forever, in as full and ample manner as said ROSS T. HARDEMAN, Commissioner, as aforesaid, is authorized and empowered to convey same.

IN WITNESS WHEREOF, the said ROSS T. HARDEMAN, Commissioner, hath hereunto set his hand and seal the day and year first above written.

  
\_\_\_\_\_  
ROSS T. HARDEMAN, COMMISSIONER (SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF CRAVEN

I, Ann Keever M. Carpenter, a Notary Public of the County of Craven, State of North Carolina, do hereby certify that **ROSS T. HARDEMAN, 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 17<sup>th</sup> day of May, 2017.

My Commission Expires:

1/9/2022

*Ann Keever M. Carpenter*  
NOTARY PUBLIC



\\SERVER04\lssdocs\00000045\00079105.000.DOCX



# Craven County GIS

Craven County does NOT warrant the Information shown on this map and should be used ONLY for tax assessment purposes. Printed on April 23, 2020 at 9:14:11 AM



1 inch = 235 feet