

April 20, 2020 7:00 pm

JONES COUNTY BOARD OF COMMISSIONERS

REGULAR MEETING

JONES COUNTY AGRICULTURAL BUILDING, 110 MARKET STREET

TRENTON, NC 28585

MINUTES

COMMISSIONERS PRESENT:

Charlie Dunn Jr., Vice-Chairman
Mike Haddock, Commissioner
Sondra Ipock-Riggs, Commissioner
James Harper, Commissioner
April Aycock, Commissioner
Charlie Gray, Commissioner

OFFICIALS PRESENT:

Franky J. Howard, County Manager
Brenda Reece, Finance Officer
Angelica Hall, Clerk
Dave Baxter, County Attorney
Wesley Smith, Health Director

COMMISSIONERS ABSENT:

Frank Emory, Chairman

The Vice-Chairperson called the meeting to order and Commissioner Mike Haddock gave the invocation. **MOTION** was made by Commissioner Sondra Ipock-Riggs, seconded by James Harper and unanimously carried **THAT** the agenda be **APPROVED** as presented.

MOTION made by Commissioner James Harper seconded by Commissioner Sondra Ipock-Riggs and unanimously carried **THAT** the Regular Meeting Minutes on March 16, 2020 and Work Session Minutes on March 23, 2020 be **APPROVED** with the following correction:

Commissioner Report Correction: Chairperson Mike Haddock to Commissioner Mike Haddock.

PUBLIC COMMENT PERIOD:

Ms. Lisa Byrd requested signs be placed on HWY 17 that show there are businesses in Maysville and Pollocksville and they are open.

1. HEALTH DEPARTMENT COVID-19 FUNDING AND ADDITIONAL FOOD & LODGING FUNDING

Mr. Wesley Smith, Health Director, presented the Board with two funding requests. The first request is to accept \$54,783 in COVID-19 Crisis Response funding to work to prevent, prepare for and respond to Coronavirus Disease 2019 (COVID-19) by carrying out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications and other preparedness and response activities. **MOTION** made by Commissioner James Harper, seconded by Commissioner Sondra Ipock-Riggs and unanimously carried **THAT** the request to accept \$54,783 in COVID-19 Crisis Response funding be **APPROVED** as

presented. A copy of the Agreement Addendum is marked **EXHIBIT A** and is hereby incorporated and made a part of the minutes.

The second request is to add additional Food and Lodging funding in the amount of \$1,662 to the budget for FY 2019-20. **MOTION** made by Commissioner Charlie Gray, seconded by Commissioner Sondra Ipock-Riggs and unanimously carried **THAT** the additional funding in the amount of \$1,662 for Food and Lodging be **APPROVED** as presented. A copy of the Agreement Addendum is marked **EXHIBIT B** and is hereby incorporated and made a part of the minutes.

2. EASTERN CAROLINA COUNCIL- JOINT NURSING HOME AND ADULT CARE HOME COMMUNITY ADVISORY

Mr. Franky Howard, County Manager, presented the Board with a request for reappointment from the Eastern Carolina Council. The request is to reappoint the following members: Mr. Jerol Bryant, Mrs. Sondra Ipock-Riggs, Ms. Donna Creech and Mr. Kenneth Dillahunt. There was also a request from the Eastern Carolina Council to remove Mr. Weldon Hobbs as a member. Ms. Lisa Byrd was appointed as a new member to replace Mr. Weldon Hobbs. **MOTION** made by Commissioner James Harper, seconded by Commissioner Sondra Ipock-Riggs and unanimously carried **THAT** the request to reappoint Mr. Jerol Bryant, Mrs. Sondra Ipock-Riggs, Ms. Donna Creech and Mr. Kenneth Dillahunt with the addition of Ms. Lisa Byrd to replace Mr. Weldon Hobbs be **APPROVED** as presented. A copy of the request letter is marked **EXHIBIT C** and is hereby incorporated and made a part of the minutes.

3. CAPITAL REQUEST- DSS COMPUTERS

Mr. Franky Howard, County Manager, presented the Board with a capital request from DSS to replace computers in their department. The estimated amount for replacement is \$11,500. **MOTION** made by Commissioner April Aycock, seconded by Commissioner Mike Haddock and unanimously carried **THAT** the capital request be **APPROVED** as presented. A copy of the request form and quotes is marked **EXHIBIT D** and is hereby incorporated and made a part of the minutes.

4. FEMA-STATE APPLICATION DISASTER ASSISTANCE AGREEMENT

Mr. Franky Howard, County Manager, presented the Board with the FEMA application for assistance under the COVID-19 Declaration. **MOTION** made by Commissioner James Harper, seconded by Commissioner April Aycock and unanimously carried **THAT** the State Application Disaster Assistance Agreement be **APPROVED** as presented. A copy of the Agreement is marked **EXHIBIT E** and is hereby incorporated and made a part of the minutes.

5. FEMA-DESIGNATION OF APPLICANT'S AGENT

Mr. Franky Howard, County Manager, presented the Board with the FEMA Designation of Applicant's Agent for approval. Mr. Howard explained that this document is needed for all FEMA applications. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner James Harper and unanimously carried **THAT** the Designation of Applicant's Agent document be **APPROVED** as presented. A copy of the document is marked **EXHIBIT E** and is hereby incorporated and made a part of the minutes.

6. TAX COLLECTION REPORT

Mr. Franky Howard, County Manager, provided the Board with the March 2020 Tax Collection Report. Information Only. A copy of the Tax Collection Report is marked **EXHIBIT F** and is hereby incorporated and made a part of the minutes.

7. HMGP-4285-45R MATTHEW BUYOUTS, AWARD DEMO BID

Mr. Franky Howard, County Manager, presented the Board with bids for the DEMO jobs that are under the Hurricane Matthew FEMA buyouts. Mr. Howard informed the Board that AK Grading and Demolition was the low bid. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Charlie Gray and unanimously carried **THAT** the Award DEMO Bid be **APPROVED** as presented. A copy of the Bid is marked **EXHIBIT G** and is hereby incorporated and made a part of the minutes.

8. COURTHOUSE HVAC- ENGINEERING CONTRACT

Mr. Franky Howard, County Manager, presented the Board with the contract for engineering services on the Courthouse HVAC project. This is needed to complete the drawings to officially bid out the replacement HVAC. **MOTION** made by Commissioner April Aycock, seconded by Commissioner James Harper and unanimously carried **THAT** the Engineering Contract be **APPROVED** as presented. A copy of the contract is marked **EXHIBIT H** and is hereby incorporated and made a part of the minutes.

9. TAX COLLECTION AGREEMENT- TOWN OF POLLOCKSVILLE

Mr. Franky Howard, County Manager, presented the Board with a Tax Collection Agreement for the Town of Pollocksville. The Town of Pollocksville has requested that the County Tax Office collect the taxes for the town. Mr. Howard explained that they will be charged the same 5% that Maysville and Trenton are being charged. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Charlie Gray and unanimously carried **THAT** the Tax Collection Agreement for the Town of Pollocksville be **APPROVED** as

presented. A copy of the Agreement is marked **EXHIBIT I** and is hereby incorporated and made a part of the minutes.

10. INTERLOCAL AGREEMENT BUILDING INSPECTIONS-TOWN OF POLLOCKSVILLE

Mr. Franky Howard, County Manager, presented the Board with an Interlocal Agreement for Building Inspections Services for the Town of Pollocksville. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner April Aycock and unanimously carried **THAT** the Interlocal Agreement for Building Inspections Services for the Town of Pollocksville be **APPROVED** as presented. A copy of the Agreement is marked **EXHIBIT J** and is hereby incorporated and made a part of the minutes.

11. WATER PROJECT

The Vice-Chair Charlie Dunn Jr. presented the following resolutions for the USDA water project for approval: the Revenue Bond Anticipation Note Resolution and the Bond Order Resolution.

MOTION made by Commissioner Mike Haddock, seconded by Commissioner James Harper and carried **THAT** the Revenue Bond Anticipation Note Resolution be **APPROVED** as presented. Commissioner Sondra Ipock-Riggs voted No. A copy of the Note Resolution is marked **EXHIBIT K** and is hereby incorporated and made a part of the minutes.

MOTION made by Commissioner James Harper, seconded by Commissioner Mike Haddock and carried **THAT** the Bond Order Resolution be **APPROVED** as presented. Commissioner Sondra Ipock-Riggs voted No. A copy of the Bond Order Resolution is marked **EXHIBIT L** and is hereby incorporated and made a part of the minutes.

MOTION made by Commissioner April Aycock, seconded by Commissioner James Harper and unanimously carried **THAT** the Jones County Board of Commissioners Chairperson or Vice-Chairperson has the authority to sign the documents for this project.

12. LANDFILL UPDATE AND CAPITAL REQUEST

Mr. Franky Howard, County Manager, presented the Board with several options for the Landfill repairs and/or relocation. The Board discussed all the options and decided to keep the same location and replace the scales. The quote for the replacement of the scales is approximately \$80,000. **MOTION** made by Commissioner Charlie Gray, seconded by

Commissioner Mike Haddock and unanimously carried **THAT** the option for the Landfill to remain at the current location and replace the scales be **APPROVED** as presented.

13. THE NORTH CAROLINA OFFICE OF RECOVERY AND RESILIENCY GRANT/LOAN AGREEMENT

Mr. Franky Howard, County Manager, presented the Board with a draft copy of the State Grant from the North Carolina Office of Recovery and Resiliency(NCORR) for approval. Mr. Howard explained that this is to assist with various recovery projects within the County.

MOTION made by Commissioner Mike Haddock, seconded by Commissioner April Aycock and unanimously carried **THAT** the draft agreement be **APPROVED** as presented. A copy of the draft agreement marked is **EXHIBIT M** and is hereby incorporated and made a part of the minutes.

14. BUDGET AMENDMENTS #32 - #36

Mr. Franky Howard, County Manager, presented the Board with Budget Amendments #32 - #36 for approval. **MOTION** made by Commissioner Mike Haddock, seconded by Commissioner April Aycock and unanimously carried **THAT** Budget Amendment #32 - #36 be **APPROVED** as presented. A copy of the budget amendments is marked **EXHIBIT N** and is hereby incorporated and made a part of the minutes.

COUNTY MANAGER'S REPORT

None

COMMISSIONER'S REPORTS

Commissioner Sondra Ipock-Riggs wanted to thank Neuse News for the remarkable report they gave on Commissioner Joe Wiggins in honor of his passing.

Commissioner April Aycock stated some concerns she was receiving from citizens in reference to the economy and the current situation and requested the Board have a discussion on plans to open things back up in the county.

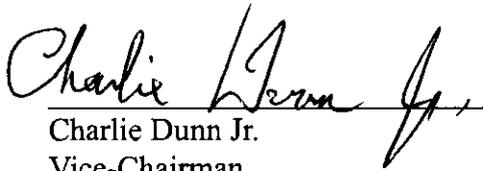
Commissioner James Harper stated that safety must be the concern of the Board in regards to opening things back up in the county. Also, Commissioner Harper requested that the two Grant positions be advertised to ensure transparency in the hiring process.

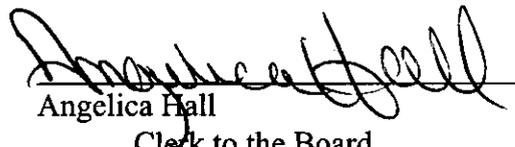
Commissioner Mike Haddock would like to thank the staff, Timmy, Sissy, and Roger for getting the information out to everyone. Commissioner Haddock also expressed his concerns about opening back up.

PUBLIC COMMENT

None

MOTION made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Charlie Gray and unanimously carried **THAT** the meeting be **ADJOURNED** at 8:30 p.m.


Charlie Dunn Jr.
Vice-Chairman


Angelica Hall
Clerk to the Board

Division of Public Health Agreement Addendum FY 19-20

Jones County Health Department	Epidemiology / PH Preparedness & Response
Local Health Department Legal Name	DPH Section / Branch Name
619 COVID-19 Crisis Response	Wayne Mixon, (919) 546-1831
Activity Number and Description	DPH Program Contact (name, phone number, and email)
01/20/2020 – 05/31/2020	DPH Program Signature
Service Period	Date (only required for a <u>negotiable</u> agreement addendum)
02/01/2020 – 06/30/2020	
Payment Period	
<input checked="" type="checkbox"/> Original Agreement Addendum <input type="checkbox"/> Agreement Addendum Revision # ____	

I. Background:

On March 6, 2020, the President of the United States signed into law the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123) (Coronavirus Supplemental). This Act provides funding to prevent, prepare for, and respond to Coronavirus Disease 2019 (COVID-19).

To support governmental public health emergency response to COVID-19, the Centers for Disease Control and Prevention (CDC) has activated CDC-RFA-TP18-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response (www.cdc.gov/phpr/readiness/funding-crisis.htm). CDC is awarding funding, totaling \$569,822,380, under Components A and B to eligible jurisdictions that are on the approved but unfunded (ABU) list for CDC-RFA-TP18-1802 to provide resources to prevent, prepare for, and respond to COVID-19. This funding is intended for state, local, territorial, and tribal health departments to carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities. These funds are in addition to funds CDC previously awarded to select jurisdictions for COVID-19 response activities.

The Division of Public Health (DPH), Public Health Preparedness & Response (PHP&R) Branch, is making an allocation of these funds available to all local health departments through the “CDC-RFA-TP18-1802, Cooperative Agreement for Emergency Response: Public Health Crisis Response, COVID-19 Crisis Response Cooperative Agreement – Components A and B Supplemental Funding” to carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities.

Health Director Signature (use blue ink)

4/14/2020

Date

Local Health Department to complete: (If follow-up information is needed by DPH)	LHD program contact name: <u>DIANA CRAFT</u> Phone number with area code: <u>252-448-9111 Ext 3017</u> Email address: <u>dcraft@jonescountync.gov</u>
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Signature on this page signifies you have read and accepted all pages of this document.

II. Purpose:

This Activity is for the Local Health Department to work to prevent, prepare for, and respond to Coronavirus Disease 2019 (COVID-19) by carrying out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities.

III. Scope of Work and Deliverables:

All of the activities the Local Health Department performs under this Agreement Addenda shall be informed by the NC DHHS COVID-19 Guidance for Health Care Providers and Local Health Departments.¹ The Local Health Department (LHD) shall:

1. Implement and scale-up laboratory testing and data collection to enable identification and tracking of COVID-19 cases in the community with emphasis placed on priority populations as defined in NC DHHS guidance² to include health care workers, first responders, persons in high-risk congregate settings, and persons at a higher risk of severe illness, and immediate implementation of real-time reporting to PHP&R. This shall be accomplished by conducting one or more of the following activities:
 - a. Expand testing access in the community with a focus on persons who may expose vulnerable people.
 - b. Conducting surveillance to identify cases, report case data in a timely manner, identify contacts, characterize disease transmission, and track relevant epidemiologic characteristics including hospitalization and death.
 - c. Conducting surveillance to monitor virologic and disease activity in the community and healthcare settings, with emphasis on expanding contact tracing for high risk populations using traditional and non-traditional methods.
 - d. Implementing routine and enhanced surveillance to support the science base that informs public health interventions that mitigate the impact of COVID-19, including understanding of clinical characteristics; infection prevention and control practices; and other mitigation requirements.
 - e. Establishing or enhancing core epidemiological activities to support response such as risk assessment, case classification, analysis, visualization, and reporting.
 - f. Conduct surveillance to monitor disruption in the community caused by COVID-19 and related mitigation activities (e.g., school closures and cancellation of mass gatherings).
 - g. Conduct surveillance to monitor disruption in healthcare systems caused by COVID-19 (e.g., shortages of personal protective equipment).
2. Write a brief **COVID-19 community intervention implementation plan** and upload it by May 31, 2020 to the COVID-19/Agreement Addendum/County Submissions/CountyName folder at <https://ncconnect.sharepoint.com/sites/phpr/SitePages/PCForums.aspx>. The naming convention for this plan shall be, "CountyName-Community Plan" (for example: Wake-Community Plan).

This plan shall describe how the LHD will achieve the response's three mitigation goals: 1) Slow transmission of disease, 2) Minimize morbidity and mortality, and 3) Preserve healthcare, workforce, and infrastructure functions and minimize social and economic impacts. The LHD shall use its

¹ <https://www.ncdhhs.gov/divisions/public-health/covid19/covid-19-guidance#all-guidance-for-health-care-providers-and-local-health-departments>

² <https://files.nc.gov/ncdhhs/documents/files/covid-19/COVID-19-Provider-Guidance-Final.pdf>

current Pan Flu Plan as a template and create a COVID-19 Community Intervention Implementation Plan that shall address how the LHD will accomplish the following tasks, with emphasis on addressing high-risk congregate settings such as long-term care facilities, homeless shelters, correctional facilities, and migrant farmworker camps:

- a. Minimize potential spread and reduce morbidity and mortality of COVID-19 in communities.
 - b. Plan and adapt for disruption caused by community spread and implement interventions to prevent further spread.
 - c. Ensure healthcare system response is an integrated part of community interventions.
 - d. Ensure integration of community mitigation interventions with health system preparedness and response plans and interventions.
3. Summarize the LHD's COVID-19 community intervention implementation plan into a **COVID-19 community intervention executive summary** and upload it by May 31, 2020 to the COVID-19/Agreement Addendum/County Submissions/CountyName folder at <https://nccconnect.sharepoint.com/sites/phpr/SitePages/PCForums.aspx>. The naming convention for this executive summary shall be, "CountyName-Executive Summary" (For example: Wake-Executive Summary).

This executive summary shall describe a brief statement of the problems or proposals covered, background information, analysis and conclusions regarding how the LHD will meet the response's three mitigation goals: 1) Slow transmission of disease, 2) Minimize morbidity and mortality, and 3) Preserve healthcare, workforce, and infrastructure functions and minimize social and economic impacts.

4. **Identify and address additional response needs through one or more of the allowable activities** from the list of Domains and Categories below, with examples of such activities provided in Appendix 2 of the attached "CDC-RFA-TP18-1802, Cooperative Agreement for Emergency Response: Public health Crisis Response, COVID-19 Crisis Response Cooperative Agreement - Components A and B Supplemental Funding Interim Guidance" document dated March 15, 2020 ("CDC Interim Guidance document"):
- a. **Domain 1: Incident Management for Early Crisis Response.**
 - i. Emergency Operations and Coordination
 - ii. Responder Safety and Health
 - iii. Identification of Vulnerable Populations
 - b. **Domain 2: Jurisdictional Recovery.**
 - c. **Domain 3: Information Management.**
 - i. Information Sharing, with emphasis on infection control policies and proper use of personal protective equipment (PPE)
 - ii. Emergency Public Information and Warning and Risk Communication, with emphasis on expanding communications and public education campaigns including digital platforms and call lines
 - d. **Domain 4: Countermeasures and Mitigation.**
 - i. Nonpharmaceutical Interventions
 - ii. Quarantine and Isolation Support, with emphasis on isolation and quarantine of identified cases in high risk populations
 - iii. Distribution and Use of Medical Materiel

- e. Domain 5: Surge Management.
 - i. Surge Staffing
 - ii. Public Health Coordination with Healthcare Systems
 - iii. Infection Control
- f. Domain 6: Biosurveillance.
 - i. Public Health Surveillance and Real-time Reporting
 - ii. Public Health Laboratory Testing, Equipment, Supplies and Shipping
 - iii. Data Management

IV. Performance Measures/Reporting Requirements:

The Local Health Department shall:

1. Provide data as requested by PHP&R that supports reporting the performance measures and deliverables from the CDC-RFA-TP18-1802, Cooperative Agreement for Emergency Response: Public Health Crisis Response, COVID-19 Crisis Response Cooperative Agreement - Components A and B Supplemental Funding. The CDC will determine the essential data elements by April 15, 2020. Upon receiving this information from the CDC, PHP&R will communicate it to the LHDs via email with delivery/read verification.
2. Submit the following updates and reports to PHP&R:
 - a. Monthly updates to the COVID TP18-1802 Awardee Spend Plan (Excel spreadsheet).
 - i. These updates are to be uploaded in the COVID-19/Agreement Addendum/County Submissions/CountyName folder, located at <https://ncconnect.sharepoint.com/sites/phpr/SitePages/PCForums.aspx> at no later than thirty days after each month ends. The naming convention for these files shall be, "CountyName-MonthOfReport Spend Plan" (for example: Wake-April Spend Plan).
 - ii. This spreadsheet is available for download and it resides in the COVID-19/Agreement Addendum folder of the Preparedness Coordinator forum, located at: <https://ncconnect.sharepoint.com/sites/phpr/SitePages/PCForums.aspx>
 - b. Monthly Expenditure Monitoring Reports (EMRs) are due via email (phpr.sgm@dhhs.nc.gov) to the PHP&R Program Manager no later than thirty days after the month ends.
3. Provide all plans and documents for review by PHP&R staff when requested. Plans and other documents must be consistent with state and federal requirements and must be specific to your local public health area.

V. Performance Monitoring and Quality Assurance:

PHP&R will provide technical support to the Local Health Department to meet the required and allowable activities defined in the CDC Interim Guidance document. Templates and best practices will be provided as needed on an ongoing basis. PHP&R staff will maintain open communication with the Local Health Department and will therefore, receive and respond to all questions related to the COVID-19 Crisis Response Cooperative Agreement.

PHP&R's Subrecipient Grants Monitor or PHP&R Program Manager's designee will review reports and may schedule and conduct on-site visits with the Local Health Department to assess compliance with CDC grant and Agreement Addendum requirements, financials, and/or provide consultative assistance.

Inadequate performance on the part of the Local Health Department directly impacts the capacity of North Carolina's ability in overall preparedness. In the event that performance is deemed inadequate or non-compliant, PHP&R reserves the right to identify the county as "high risk," which may result in a reduction or suspension of funds.

While not necessarily an indicator of inadequate performance, a Local Health Department's inability to spend allocated funds will result in an assessment and potential recall of funds for re-allocation to other local health departments.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
 - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
 - b. Frequency: Supplements will be generated as the Division receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. Unallowable costs:
 - a. Research
 - b. Clinical care except as provided above in connection with Domain 4 activities.
 - c. Publicity and propaganda (lobbying). Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - i. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - ii. the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body

Detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients can be found under Additional Requirement 12: https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf
 - d. All-unallowable costs cited in CDC-RFA-TP18-1802 remain in effect, unless specifically amended in the CDC Interim Guidance document, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.
3. PHP&R will distribute funds to the Local Health Department in amounts based on a formula developed to maximize COVID-19 prevention and mitigation actions to protect the citizens of North Carolina. Funds will be distributed through the Controller's Office based on standard DPH procedures. It is anticipated that the level of funding provided through this Agreement Addendum

will not be enough to support all of the activities that a Local Health Department will undertake and that other resources may be necessary to meet the requirements.

4. Overlap in Projects, Budget Items, or Commitment of Effort
 - a. Funds cannot be used to supplant existing federal funds awarded by other federal sources.
 - b. Funds cannot be used to match funding on other federal awards.
5. PHP&R reserves the right to review any expenditure that is not in line with the purpose and scope of the funding source. After review of the expenditure PHP&R may reject the expenditure and then require the Local Health Department to further justify or to pay back the expense.

FY20 Activity: 619 COVID-19 Crisis Response

Supplement 1

Supplement reason: In AA+BE or AA+BE Rev -OR- -

CFDA #: 93.354 Federal awd date: 3/16/20 Is award R&D? no FAIN: NU90TP922104 Total amount of fed awd: \$ 13,820,515

CFDA name: Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response
 Fed award project description: North Carolina's Cooperative Agreement for Emergency Response: Public Health Crisis Response
 Fed awarding agency: DHHS, Centers for Disease Control and Prevention
 Federal award indirect cost rate: n/a %

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	128,163	128,163	Jackson	019728518	70,554	70,554
Albemarle	130537822	125,566	125,566	Johnston	097599104	143,714	143,714
Alexander	030495105	67,966	67,966	Jones	095116935	54,783	54,783
Anson	847163029	61,862	61,862	Lee	067439703	78,555	78,555
Appalachian	780131541	95,074	95,074	Lenoir	042789748	76,669	76,669
Beaufort	091567776	72,269	72,269	Lincoln	086869336	89,753	89,753
Bladen	084171628	66,214	66,214	Macon	070626825	66,934	66,934
Brunswick	091571349	114,310	114,310	Madison	831052873	60,489	60,489
Buncombe	879203560	172,455	172,455	MTW	087204173	68,611	68,611
Burke	883321205	92,873	92,873	Mecklenburg	074498353	560,503	560,503
Cabarrus	143408289	148,104	148,104	Montgomery	025384603	62,956	62,956
Caldwell	948113402	89,069	89,069	Moore	050988146	96,620	96,620
Carteret	058735804	83,161	83,161	Nash	050425677	97,714	97,714
Caswell	077846053	61,107	61,107	New Hanover	040029563	158,938	158,938
Catawba	083677138	124,338	124,338	Northampton	097594477	59,671	59,671
Chatham	131356607	84,834	84,834	Onslow	172663270	143,221	143,221
Cherokee	130705072	63,732	63,732	Orange	139209659	118,283	118,283
Clay	145058231	55,468	55,468	Pamlico	097600456	56,266	56,266
Cleveland	879924850	96,503	96,503	Pender	100955413	79,161	79,161
Columbus	040040016	76,466	76,466	Person	091563718	68,860	68,860
Craven	091564294	98,592	98,592	Pitt	080889694	133,699	133,699
Cumberland	123914376	205,618	205,618	Polk	079067930	60,101	60,101
Dare	082358631	67,354	67,354	Randolph	027873132	117,585	117,585
Davidson	077839744	128,846	128,846	Richmond	070621339	71,201	71,201
Davie	076526651	70,158	70,158	Robeson	082367871	111,728	111,728
Duplin	095124798	78,037	78,037	Rockingham	077847143	93,034	93,034
Durham	088564075	195,954	195,954	Rowan	074494014	116,514	116,514
Edgecombe	093125375	74,731	74,731	RPM	782359004	0	0
Foothills	782359004	103,846	103,846	Sampson	825573975	80,061	80,061
Forsyth	105316439	226,512	226,512	Scotland	091564146	66,766	66,766
Franklin	084168632	81,902	81,902	Stanly	131060829	79,705	79,705
Gaston	071062186	153,665	153,665	Stokes	085442705	71,798	71,798
Graham	020952383	54,074	54,074	Surry	077821858	84,350	84,350
Granville-Vance	063347626	99,938	99,938	Swain	146437553	56,774	56,774
Greene	091564591	59,862	59,862	Toe River	113345201	74,267	74,267
Guilford	071563613	300,641	300,641	Transylvania	030494215	66,471	66,471
Halifax	014305957	74,181	74,181	Union	079051637	159,040	159,040
Harnett	091565986	112,466	112,466	Wake	019625961	551,988	551,988
Haywood	070620232	79,475	79,475	Warren	030239953	59,512	59,512
Henderson	085021470	104,813	104,813	Wayne	040036170	108,493	108,493
Hoke	091563643	75,326	75,326	Wilkes	067439950	82,793	82,793
Hyde	832526243	52,439	52,439	Wilson	075585695	88,439	88,439
Iredell	074504507	133,835	133,835	Yadkin	089910624	67,871	67,871

DPH-Aid-To-Counties

For Fiscal Year: 19/20

Budgetary Estimate Number : 0

Activity 619	AA	1264 2680 CP	Proposed Total	New Total
Service Period		01/20-06/30		
Payment Period		02/20-07/31		
01 Alamance	* 1	128,163	128,163	128,163
D1 Albemarle	* 1	125,566	125,566	125,566
02 Alexander	* 1	67,966	67,966	67,966
04 Anson	* 1	61,862	61,862	61,862
D2 Appalachian	* 1	95,074	95,074	95,074
07 Beaufort	* 1	72,269	72,269	72,269
09 Bladen	* 1	66,214	66,214	66,214
10 Brunswick	* 1	114,310	114,310	114,310
11 Buncombe	* 1	172,455	172,455	172,455
12 Burke	* 1	92,873	92,873	92,873
13 Cabarrus	* 1	148,104	148,104	148,104
14 Caldwell	* 1	89,069	89,069	89,069
16 Carteret	* 1	83,161	83,161	83,161
17 Caswell	* 1	61,107	61,107	61,107
18 Catawba	* 1	124,338	124,338	124,338
19 Chatham	* 1	84,834	84,834	84,834
20 Cherokee	* 1	63,732	63,732	63,732
22 Clay	* 1	55,468	55,468	55,468
23 Cleveland	* 1	96,503	96,503	96,503
24 Columbus	* 1	76,466	76,466	76,466
25 Craven	* 1	98,592	98,592	98,592
26 Cumberland	* 1	205,618	205,618	205,618
28 Dare	* 1	67,354	67,354	67,354
29 Davidson	* 1	128,846	128,846	128,846
30 Davie	* 1	70,158	70,158	70,158
31 Duplin	* 1	78,037	78,037	78,037
32 Durham	* 1	195,954	195,954	195,954
33 Edgecombe	* 1	74,731	74,731	74,731
D7 Foothills	* 1	103,846	103,846	103,846
34 Forsyth	* 1	226,512	226,512	226,512
35 Franklin	* 1	81,902	81,902	81,902
36 Gaston	* 1	153,665	153,665	153,665
38 Graham	* 1	54,074	54,074	54,074
D3 Gran-Vance	* 1	99,938	99,938	99,938
40 Greene	* 1	59,862	59,862	59,862
41 Guilford	* 1	300,641	300,641	300,641
42 Halifax	* 1	74,181	74,181	74,181
43 Harnett	* 1	112,466	112,466	112,466
44 Haywood	* 1	79,475	79,475	79,475
45 Henderson	* 1	104,813	104,813	104,813
46 Hertford	* 1	0	0	0
47 Hoke	* 1	75,326	75,326	75,326
48 Hyde	* 1	52,439	52,439	52,439
49 Iredell	* 1	133,835	133,835	133,835
50 Jackson	* 1	70,554	70,554	70,554

51 Johnston	* 1	143,714	143,714	143,714
52 Jones	* 1	54,783	54,783	54,783
53 Lee	* 1	78,555	78,555	78,555
54 Lenoir	* 1	76,669	76,669	76,669
55 Lincoln	* 1	89,753	89,753	89,753
56 Macon	* 1	66,934	66,934	66,934
57 Madison	* 1	60,489	60,489	60,489
D4 M-T-W	* 1	68,611	68,611	68,611
60 Mecklenburg	* 1	560,503	560,503	560,503
62 Montgomery	* 1	62,956	62,956	62,956
63 Moore	* 1	96,620	96,620	96,620
64 Nash	* 1	94,714	94,714	94,714
65 New Hanover	* 1	158,938	158,938	158,938
66 Northampton	* 1	59,671	59,671	59,671
67 Onslow	* 1	143,221	143,221	143,221
68 Orange	* 1	118,283	118,283	118,283
69 Pamlico	* 1	56,266	56,266	56,266
71 Pender	* 1	79,161	79,161	79,161
73 Person	* 1	68,860	68,860	68,860
74 Pitt	* 1	133,699	133,699	133,699
75 Polk	* 1	60,101	60,101	60,101
76 Randolph	* 1	117,585	117,585	117,585
77 Richmond	* 1	71,201	71,201	71,201
78 Robeson	* 1	111,728	111,728	111,728
79 Rockingham	* 1	93,034	93,034	93,034
80 Rowan	* 1	116,514	116,514	116,514
D5 R-P-M	* 1	0	0	0
82 Sampson	* 1	80,061	80,061	80,061
83 Scotland	* 1	66,766	66,766	66,766
84 Stanly	* 1	79,705	79,705	79,705
85 Stokes	* 1	71,798	71,798	71,798
86 Surry	* 1	84,350	84,350	84,350
87 Swain	* 1	56,774	56,774	56,774
D6 Toe River	* 1	74,267	74,267	74,267
88 Transylvania	* 1	66,471	66,471	66,471
90 Union	* 1	159,040	159,040	159,040
92 Wake	* 1	551,988	551,988	551,988
93 Warren	* 1	59,412	59,412	59,412
96 Wayne	* 1	108,493	108,493	108,493
97 Wilkes	* 1	82,793	82,793	82,793
98 Wilson	* 1	88,439	88,439	88,439
99 Yadkin	* 1	67,871	67,871	67,871
Totals		9,123,144	9,123,144	9,123,144

Sign and Date - DPH Program Administrator <i>Wynne M. ...</i> 4.6.2020	Sign and Date - DPH Section Chief <i>JMK</i> 4/6/20
Sign and Date - DPH Contracts Officer <i>Sharon ...</i> 4/6/2020	Sign and Date - DPH Budget Officer <i>Patricia ...</i> 04/06/2020

Jones County Health Department Monthly Summary Report – March 2020		Fiscal Year 2019-20 Month 9
CLINICAL SERVICES	CURRENT MONTH	YEAR-TO-DATE
Family Planning	4	68
Maternal Health (Pregnancy Tests; Pre-natal Vitamins)	0	2
BCCCP	2	17
Wisewoman	5	15
Immunizations	8	224
Seasonal Flu Shots - Adults	1	122
Seasonal Flu Shots - Children	3	52
STD Screenings/Treatments	12	65
Communicable Disease Cases/Investigations*	28	92
TB Treatments (Latent)	0	5
Other Services (TB Skin Tests/Law Enforcement Exams)	12	72
Child Health (Wellness)	0	25
Child Health (Sick Care)	0	14
Dental Varnishing	0	1
Lab Services	28	312
Blood Lead Investigations	0	0
Sickle Cell Case	0	0
WIC (Women, Infant & Children)		
Food Benefit Issuance	39	448
Initial Certification	5	74
Mid-Certification Assessment	18	171
Subsequent Certifications	19	198
Nutrition Education	0	33
Total Clients Participating During the Month	204	
CASE MANAGEMENT SERVICES		
Care Management for High Risk Pregnancies (CMHRP):		
Current Case Load	11	
Contacts Made	37	192
Contacts Attempted (No Contact)	10	85
Care Management for At Risk Children (CMARC):		
Current Case Load	12	
Contacts Made	43	237
Contacts Attempted (No Contact)	13	135
Community Alternatives Program (CAP/DA):		
Initial Assessment (New Admission)	0	2
Annual Reassessment	3	14
ENVIRONMENTAL HEALTH		
Food and Lodging:		
F&L Inspections	13	65
F&L Visits	7	68
F&L Pre-Opening Visits	0	12
F&L Permits Issued	1	7
F&L Permits Suspended	0	0

F&L Suspensions Lifted	0	0
F&L Complaint Investigations	0	4
F&L Consults	16	75
On-Site Wastewater:		
Sites Visited/Evaluated	20	148
Improvement Permits Issued	3	22
Construction Authorizations	3	25
Other Authorizations	8	50
Migrant Housing Inspections	0	4
Sewage Complaints Investigated	0	3
Consultative Contacts	22	206
Operation Permits Issued	2	21
Private Wells:		
Well Site Evaluated	0	0
Grouting Inspections	0	1
Well Site Consultative Visits	0	0
Well Construction Permits Issued	0	0
Well Certificate of Completion	0	0
Bacteriological Samples Collected	0	6
Other Sample Collected	0	0
Well Consultative Contacts	0	0
Rabies Control:		
Animal Bite Reports	3	13
Rabies Exposure (No bite)	0	4
VITAL RECORDS		
Death Certificates	7	52
Home Birth Certificates	0	2
CAR SEAT PROGRAM		
Car Seats Distributed by Health Department	4	21
Car Seats Distributed by Partner Agencies	0	0
HEALTH EDUCATION/PREPAREDNESS UPDATES		
Develop Press Releases for COVID-19; use social media outlets and working with local partners to help disseminate information regarding COVID-19; Attended Commissioner meetings to provide an update on the virus; and continue to plan with partners in the event we have a confirmed case.		
HEALTH DIRECTOR UPDATES		
Attended Board of Commissioners meeting along with Preparedness Coordinator to provide an update on COVID-19; attended BOCC workshop along with our BOH Chair to provide update on work of the Animal Control subcommittee; attended day 1 of the NC Disaster Symposium in Greenville; conducted monthly management team and staff meetings; prepared for and attended by-monthly Board of Health meeting; daily staff meetings to discuss COVID-19; weekly DPH conference calls with updates on COVID-19; weekly Department Head/Partner meetings to discuss local impacts of COVID-19 on departmental/programn operations; attended local JCPC meeting.		

*24 COVID-19 Tests

creates liability for the county and the Local Health Department and may lead to a loss of confidence from the public and operators. To provide for consistency and quality within the Food and Lodging Program, and as part of this Agreement Addendum, the Local Health Department shall maintain an internal Quality Assurance Plan.

A summary of the previous year's approved Quality Assurance Plan activities must be submitted to the Environmental Health Regional Specialist for review by **May 1, 2020**.

IV. Performance Measures/Reporting Requirements:

The Local Health Department shall ensure funds are used for Food and Lodging sanitation programs and activities in accordance with G.S. 130A-248(d).

V. Performance Monitoring and Quality Assurance:

The Division of Public Health will review annual required inspection data submitted electronically to the Environmental Health Inspections Data System to assure required food, lodging, and institution inspections are completed at the frequency required. Failure to complete required inspections or if deficiencies persist, will cause the Local Health Department to lose funding.

During program monitoring activities, Environmental Health Regional Specialists may review documentation to verify that the approved Quality Assurance Plan is being implemented.

If the Local Health Department Food and Lodging program is not in compliance with an approved Quality Assurance Plan, a corrective action plan must be submitted no later than **May 15, 2020**, to the Environmental Health Regional Specialist indicating how deficiencies will be addressed.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 *CFR* §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.

a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.

b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

2. The Local Health Department is required to submit a signed and completed Food and Lodging Local Health Department Request for Payment form (DPH EH 2948) to request funds. Reimbursement will not be made until this Agreement Addendum and the DPH EH 2948 form is fully executed. Requests for Payment forms will be processed during the period May 1, 2020 through June 5, 2020. Requests received after **June 5, 2020** will not be processed.

Co. ID	County	Percentage for FY2018-19	1st (1)	2nd (2a)	3rd (2b)	Total
001	**Alamance	100%	\$ 750	\$ 30,752	\$ 11,279	\$ 42,781
002	Alexander	99%	\$ 750	\$ 3,831		\$ 4,581
D2	*Alleghany	84%	\$ 750	\$ 2,583		\$ 3,333
004	*Anson	91%	\$ 750	\$ 3,714		\$ 4,464
D2	*Ashe	77%	\$ 750	\$ 4,328		\$ 5,078
D6	Avery	32%	\$ 750	\$ 1,934		\$ 2,684
007	*Beaufort	100%	\$ 750	\$ 10,495	\$ 3,818	\$ 15,063
D1	*Bertie	100%	\$ 750	\$ 3,498	\$ 1,273	\$ 5,521
009	*Bladen	100%	\$ 750	\$ 6,891	\$ 2,506	\$ 10,147
010	*Brunswick	100%	\$ 750	\$ 28,147	\$ 10,238	\$ 39,135
011	**Buncombe	100%	\$ 750	\$ 79,352	\$ 28,862	\$ 108,964
012	Burke	81%	\$ 750	\$ 8,860		\$ 9,610
013	*Cabarrus	100%	\$ 750	\$ 39,968	\$ 14,538	\$ 55,256
014	Caldwell	77%	\$ 750	\$ 10,122		\$ 10,872
D1	Camden	97%	\$ 750	\$ 1,440		\$ 2,190
016	*Carteret	94%	\$ 750	\$ 20,429		\$ 21,179
017	Caswell	100%	\$ 750	\$ 2,597	\$ 945	\$ 4,292
018	Catawba	100%	\$ 750	\$ 35,939	\$ 13,072	\$ 49,761
019	*Chatham	100%	\$ 750	\$ 14,206	\$ 5,167	\$ 20,123
020	Cherokee	100%	\$ 750	\$ 8,004	\$ 2,911	\$ 11,665
D1	Chowan	99%	\$ 750	\$ 3,568		\$ 4,318
022	Clay	94%	\$ 750	\$ 2,093		\$ 2,843
023	**Cleveland	100%	\$ 750	\$ 18,288	\$ 6,652	\$ 25,690
024	*Columbus	100%	\$ 750	\$ 11,768	\$ 4,280	\$ 16,798
025	*Craven	93%	\$ 750	\$ 18,930		\$ 19,680
026	*Cumberland	88%	\$ 750	\$ 55,743		\$ 56,493
D1	Curruck	95%	\$ 750	\$ 7,906		\$ 8,656
028	*Dare	100%	\$ 750	\$ 24,881	\$ 9,043	\$ 34,654
029	*Davidson	99%	\$ 750	\$ 26,029		\$ 26,779
030	Davie	100%	\$ 750	\$ 7,792	\$ 2,834	\$ 11,376
031	*Duplin	94%	\$ 750	\$ 11,759		\$ 12,509
032	*Durham	82%	\$ 750	\$ 59,288		\$ 60,038
033	Edgecombe	58%	\$ 750	\$ 4,735		\$ 5,485
034	Forsyth	68%	\$ 750	\$ 49,382		\$ 50,132
035	Franklin	93%	\$ 750	\$ 7,690		\$ 8,440
036	**Gaston	100%	\$ 750	\$ 39,067	\$ 14,210	\$ 54,027
D1	*Gates	100%	\$ 750	\$ 1,219	\$ 443	\$ 2,412
038	Graham	100%	\$ 750	\$ 2,968	\$ 1,080	\$ 4,798
D3	*Granville	90%	\$ 750	\$ 8,540		\$ 9,290
040	*Greene	100%	\$ 750	\$ 3,923	\$ 1,427	\$ 6,100
041	**Guilford	71%	\$ 750	\$ 75,534		\$ 76,284
042	Halifax	98%	\$ 750	\$ 10,805		\$ 11,555
043	*Harnett	92%	\$ 750	\$ 15,752		\$ 16,502
044	Haywood	70%	\$ 750	\$ 11,985		\$ 12,735
045	Henderson	100%	\$ 750	\$ 26,663	\$ 9,698	\$ 37,111
D1	Hertford	99%	\$ 750	\$ 5,877		\$ 6,627
047	*Hoke	77%	\$ 750	\$ 4,408		\$ 5,158
048	Hyde	100%	\$ 750	\$ 3,923	\$ 1,427	\$ 6,100
049	Iredell	82%	\$ 750	\$ 29,383		\$ 30,133
050	Jackson	100%	\$ 750	\$ 12,828	\$ 4,666	\$ 18,244
Subtotals:			\$37,500	\$879,795	\$150,369	\$1,067,664

Co. ID	County	Percentage for FY2018-19	1st (1)	2nd (2a)	3rd (2b)	Total
051	*Johnston	100%	\$ 750	\$ 34,667	\$ 12,609	\$ 48,026
052	*Jones	100%	\$ 750	\$ 1,219	\$ 443	\$ 2,412
053	*Lee	100%	\$ 750	\$ 13,093	\$ 4,762	\$ 18,605
054	*Lenoir	80%	\$ 750	\$ 9,881		\$ 10,631
055	Lincoln	91%	\$ 750	\$ 11,577		\$ 12,327
056	*Macon	100%	\$ 750	\$ 12,298	\$ 4,473	\$ 17,521
057	*Madison	97%	\$ 750	\$ 4,165		\$ 4,915
D4	Martin	100%	\$ 750	\$ 5,142	\$ 1,870	\$ 7,762
D7	*McDowell	69%	\$ 750	\$ 6,510		\$ 7,260
060	**Mecklenburg	85%	\$ 750	\$ 207,575		\$ 208,325
D6	Mitchell	38%	\$ 750	\$ 1,108		\$ 1,858
062	*Montgomery	97%	\$ 750	\$ 5,142		\$ 5,892
063	*Moore	91%	\$ 750	\$ 21,417		\$ 22,167
064	Nash	81%	\$ 750	\$ 16,101		\$ 16,851
065	*New Hanover	84%	\$ 750	\$ 51,472		\$ 52,222
066	Northampton	38%	\$ 750	\$ 1,068		\$ 1,818
067	*Onslow	100%	\$ 750	\$ 31,115	\$ 11,318	\$ 43,183
068	*Orange	100%	\$ 750	\$ 26,292	\$ 9,563	\$ 36,605
069	*Pamlico	88%	\$ 750	\$ 2,332		\$ 3,082
D1	Pasquotank	98%	\$ 750	\$ 9,351		\$ 10,101
071	*Pender	100%	\$ 750	\$ 10,708	\$ 3,895	\$ 15,353
D1	Perquimans	95%	\$ 750	\$ 2,669		\$ 3,419
073	*Person	100%	\$ 750	\$ 6,202	\$ 2,256	\$ 9,208
074	*Pitt	98%	\$ 750	\$ 33,662		\$ 34,412
075	*Polk	68%	\$ 750	\$ 3,532		\$ 4,282
076	*Randolph	90%	\$ 750	\$ 22,231		\$ 22,981
077	**Richmond	100%	\$ 750	\$ 7,845	\$ 2,854	\$ 11,449
078	*Robeson	94%	\$ 750	\$ 22,771		\$ 23,521
079	**Rockingham	100%	\$ 750	\$ 17,121	\$ 6,228	\$ 24,099
080	*Rowan	57%	\$ 750	\$ 13,808		\$ 14,558
D7	Rutherford	69%	\$ 750	\$ 9,510		\$ 10,260
082	*Sampson	100%	\$ 750	\$ 10,230	\$ 3,721	\$ 14,701
083	*Scotland	46%	\$ 750	\$ 2,999		\$ 3,749
084	*Stanly	100%	\$ 750	\$ 12,298	\$ 4,473	\$ 17,521
085	Stokes	95%	\$ 750	\$ 6,446		\$ 7,196
086	Surry	100%	\$ 750	\$ 18,341	\$ 6,671	\$ 25,762
087	Swain	66%	\$ 750	\$ 4,478		\$ 5,228
088	Transylvania	56%	\$ 750	\$ 5,462		\$ 6,212
D4	*Tyrrell	100%	\$ 750	\$ 1,113	\$ 405	\$ 2,268
090	*Union	100%	\$ 750	\$ 31,752	\$ 11,549	\$ 44,051
D3	Vance	74%	\$ 750	\$ 6,511		\$ 7,261
092	Wake	73%	\$ 750	\$ 151,841		\$ 152,591
093	Warren	83%	\$ 750	\$ 2,860		\$ 3,610
D4	*Washington	100%	\$ 750	\$ 2,491	\$ 906	\$ 4,147
D2	Watauga	90%	\$ 750	\$ 15,075		\$ 15,825
096	*Wayne	100%	\$ 750	\$ 24,755	\$ 9,004	\$ 34,509
097	Wilkes	97%	\$ 750	\$ 10,952		\$ 11,702
098	*Wilson	100%	\$ 750	\$ 17,864	\$ 6,498	\$ 25,112
099	Yadkin	92%	\$ 750	\$ 7,364		\$ 8,114
D6	*Yancey	59%	\$ 750	\$ 1,532		\$ 2,282
Subtotals:			\$37,500	\$955,948	\$103,498	\$1,096,946

* Hurricane Florence
 ** World Equestrian Games

	1st (1)	2nd (2a)	3rd (2b)	Total
TOTALS:	\$75,000	\$1,835,743	\$253,867	\$2,164,610

D1-Albemarle Regional Health Services-	\$ 43,244	Bertie, Camden, Currituck, Gates, Hertford, Pasquotank, Perquimans
D2-Appalachian District Health Department-	\$ 24,234	Alleghany, Ashe, Watauga
D3-Granville-Vance District Health Department-	\$ 16,551	Granville, Vance
D4-Martin-Tyrrell-Washington District Health Department-	\$ 14,177	Martin, Tyrrell, Washington
D6-Toe River Health District-	\$ 6,824	Avery, Mitchell, Yancey
D7-Foothills Health District-	\$ 17,520	McDowell, Rutherford

FOOD & LODGING LOCAL HEALTH DEPARTMENT REQUEST FOR PAYMENT

SFY 20

Division of Public Health

16001C5220
NCAS Number

04/01/2020 05/31/2020
Effective Date Termination Date

Activity 874

LHD: Jones County Health Department Activity: Food & Lodging Distribution

LHD's Project Director: GARRY FREEMAN, EH PROGRAMS COORD.

Distribution – indicate with a check mark all that apply	
<input checked="" type="checkbox"/> 15A NCAS 18A.2901(1) (\$750 Baseline distribution)	
<input checked="" type="checkbox"/> 15A NCAS 18A.2901(2)(a) (Distribution based on inspection percentage)	
<input checked="" type="checkbox"/> 15A NCAS 18A.2901(2)(b) (Distribution based on 100% inspection rate)	
AMOUNT REQUESTED	\$2,412

Note #1: LHD shall report Local Food and Lodging expenditures in the appropriate category (e.g., 101, 102, or 103) in the ZZZZ line item in the Aid-to-Counties Database.

Note #2: LHD shall report Local Food and Lodging Temporary Food Establishment (TFE) fees collected in category 107 – Local Temporary Food Establishment (TFE – State) in the ZZZZ line item in the Aid-to-Counties Database.

Note #3: LHD shall report Local Food and Lodging Limited Food Services Establishment (LFSE) fees collected in category 107 – Limited Food Services Establishment (LFSE – State) in the ZZZZ line item in the Aid-to-Counties Database.

THIS SECTION FOR DPH USE ONLY:	
Company 2B01	
Account	Center
536560874	1153-4752-SZ52

As chief executive officer of the recipient organization, I hereby certify that this request for payment is an accurate reflection of funds to be disbursed in accordance with 15A NCAC 18A.2901 "Disbursement of Funds". I further certify that to the best of my knowledge and belief we have complied with all laws, regulations and contractual provisions that are conditions of payment under this agreement.

Wendy Smith 3/20/2020
LHD Authorized Official Signature Date

Brenda C. Reece 3/23/2020
LHD Finance Officer Signature Date

DPH Environmental Health Section Signature Date

DPH Contracts Officer Signature Date



February 14, 2020

Angelica K. Hall
Clerk to the Board of Commissioners
418 Hwy 58 N, Unit A
Trenton, NC 28585

Dear Ms. Hall,

I am writing to request the re-appointments of multiple members of the *Joint Nursing Home and Adult Care Home Community Advisory Committee*. Per our office records, the following committee members require reappointment by the Board of Commissioners:

Jerol Bryant
Sondra Ipock-Riggs
Donna Creech
Kenneth Dillahunt

If you have any questions, please contact me at 252-638-3185. Thank you for your time regarding this matter.

Sincerely,

A handwritten signature in blue ink that reads "Colby F. Smith".

Colby F. Smith
Regional Long-Term Care Ombudsman
Eastern Carolina Council-Area Agency on Aging



DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF AGING AND ADULT SERVICES
 OFFICE OF THE STATE LONG-TERM CARE OMBUDSMAN

NOTIFICATION REQUESTING REMOVAL OF
 COMMUNITY ADVISORY COMMITTEE MEMBER(S)

TO: Clerk/County Manager : Jones County
 FROM: Colby Smith, Regional Ombudsman Region: P
 Volunteer Name: Weldon Hobbs
 Date: 3/19/2020
 County Committee Assignment: Adult Care Home Nursing Home Joint
 Date of Appointment: 6/4/2012

Reason for Request

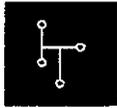
Volunteers are a vital part of the services that support older adults in your county. However, the volunteer indicated above has been de-designated by the Office of the State Long-Term Care Ombudsman and is no longer eligible for continued service for the following reason:

- Conflict of Interest
 1. G.S. 131 E-128 (f) Nursing Home
 2. G.S. 131 D-31 (g) Adult Care Home
 3. 45 CFR §1324.21

- Failure to attend required on-going training or complete required orientation and training.
 1. G.S. 131 E- 128 (g) Nursing Home
 2. G.S. 131 D- 31 (h) Adult Care Home
 Dates offered: 2/8/2020 11/16/2019 8/11/2019

- Other (Non-attendance at quarterly meetings and facility visits)
 1. As determined by the Long-Term Care Ombudsman Program Policies and Procedures
 2. As determined by the committee by-laws
 3. As determined by resignation of the member
 4. As determined by removal of designation by the Office of the State Long-Term Care Ombudsman
 5. Expiration of term
 6. Committee member is deceased

This is an official notification to the Board of Commissioners to remove named individual from service on the above-mentioned committee (HB 248, July 2017). Should you have any questions, please contact Colby F. Smith, Regional Ombudsman, 252-638-3185. Thank you in advance for your prompt attention to this matter.



PC Volume Purchase Master Award 400500

The 2020-2021 PC Volume Purchase has been awarded to multiple vendors (see Table 1 for Award by Segment). Agencies may select from any of the listed awarded vendors within a Segment when making their purchase selection.

Segment	Configuration	Dell		HP		Lenovo	
		Vendor Part Number	Volume Purchase Unit Price	Vendor Part Number	Volume Purchase Unit Price	Vendor Part Number	Volume Purchase Unit Price
Desktops	1.1a Standard/Basic Desktop (Intel proc)	3000053871600	\$430.00	969711	\$462.61	11BES08800	\$434.00
	1.1b Standard/Basic Desktop (AMD proc)			975151	\$457.45	11AAS07800	\$431.00
	1.2a Mid-Range Desktop (Intel proc)	3000053871782	\$575.00	969715	\$627.56	10SUSEAK00	\$577.00
	1.2b Mid-Range Desktop (AMD proc)			975155	\$637.87	11AWS06E00	\$639.00
	1.3a Workstation 1 (i7 proc) (4GB video)	3000051533719/1	\$1100.00	969721	\$960.42	30D2S0XN00	\$1,100.00
	1.3b Workstation 1 (i7 proc) (8GB video)	3000053872004	\$1,105.00	969723	\$1,104.75	30D0S3DL00	\$1,578.00
	1.4a Workstation 2 (i9 proc) (4GB video)	3000053872100	\$1230.00	975189	\$1,151.11	30D2S1CN00	\$1,231.00
	1.4b Workstation 2 (i9 proc) (8GB video)	3000051533867/1	\$1285.00	969724	\$1,294.44	30D0S2V100	\$1,714.00
	1.5a Micro/Tiny Desktop (Intel proc)	3000053872130	\$385.00	975168	\$504.88	10T8SGPE00	\$387.00
	1.5b Micro/Tiny Desktop (AMD proc)			969718	\$521.37	11A5S08J00	\$387.00

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000053871782.26	Sales Rep	Trenton Burk
Total	\$9,228.75	Phone	(800) 456-3355, 7250420
Customer #	68232411	Email	Trenton_Burk@Dell.com
PO Number	NC10578284-V2	Billing To	SCOTT SHOWALTER
Quoted On	Apr. 10, 2020		JONES COUNTY
Expires by	Jul. 10, 2020		418 NC HWY 58 N
Deal ID	19069427		UNIT D
			TRENTON, NC 28585-9619

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Trenton Burk

Shipping Group

Shipping To	Shipping Method
SCOTT SHOWALTER JONES COUNTY 418 NC HWY 58 N UNIT D TRENTON, NC 28585-9619 (252) 448-2581	Standard Delivery

Product	Unit Price	Qty	Subtotal
OptiPlex 3070 SFF MLK	\$575.00	15	\$8,625.00

Subtotal:	\$8,625.00
Shipping:	\$0.00
Estimated Tax:	\$603.75
<hr/>	
Total:	\$9,228.75

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000053871782.27	Sales Rep	Trenton Burk
Total	\$3,076.26	Phone	(800) 456-3355, 7250420
Customer #	68232411	Email	Trenton_Burk@Dell.com
PO Number	NC10578284-V2	Billing To	SCOTT SHOWALTER
Quoted On	Apr. 10, 2020		JONES COUNTY
Expires by	Jul. 10, 2020		418 NC HWY 58 N
Deal ID	19069427		UNIT D
			TRENTON, NC 28585-9619

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Trenton Burk

Shipping Group

Shipping To	Shipping Method
SCOTT SHOWALTER JONES COUNTY 418 NC HWY 58 N UNIT D TRENTON, NC 28585-9619 (252) 448-2581	Standard Delivery

Product	Unit Price	Qty	Subtotal
OptiPlex 3070 SFF MLK	\$575.00	5	\$2,875.00

Subtotal:	\$2,875.00
Shipping:	\$0.00
Estimated Tax:	\$201.26
<hr/>	
Total:	\$3,076.26

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.



NC DEPARTMENT OF
**HEALTH AND
 HUMAN SERVICES**
 Division of Social Services

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

SUSAN OSBORNE • Assistant Secretary for County Operations for
 Human Services

March 13, 2020

MEMORANDUM

To: Jessica Adams, Interim, Director
 Jones County Department of Social Services

From: Shauna Shaw, Chief
 Performance Management/Reporting and Evaluation Management Section/
 Information Systems Support

Re: Receipt of Computer Equipment Acquisition Plan, State Fiscal Year 2019-2020

This is to confirm that your revised Computer Equipment Acquisition Plan was received on March 13, 2020 and approved by the Division of Social Services on March 13, 2020. The total amount of this Plan consisting of \$62,700.00 in hardware costs and \$6,850.00 in software costs was \$69,550.00. Filing this Plan with my office completes the requirements for county Information Technology purchases under the Division of Social Services Fiscal Manual. A copy of this memorandum should be retained for audit purposes.

Your acquisition Plan was carefully reviewed to determine what components would fall outside the scope of NCFAST and could be potentially approved for Federal reimbursement, as addressed in Dear County Director Letter PM-REM-05-2008. Only the non-proprietary hardware and the Compass Capture Software component of the Northwoods solution include functionality that falls outside the scope of NC FAST. As such, only the hardware and those components of the Northwoods solution, along with pro-rated contracted maintenance and professional services for the approvable components, would be eligible for Federal reimbursement

Of the total amount of your Plan, the following amounts are approved for Federal reimbursement:

Monitors -64	8,700.00
VOIP Phone System/Maintenance	12,000.00
NC Corels and IRS Scanning Software	3,382
Broadband	1,800.00
Network Hardware/Maintenance	1,200.00

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF SOCIAL SERVICES •

PERFORMANCE MANAGEMENT SECTION

LOCATION: 820 S. Boylan Avenue, Hargrove Building, Raleigh, NC 27603

MAILING ADDRESS: 2415 Mail Service Center, Raleigh, NC 27699-2401

www.ncdhhs.gov • TEL: 919-527-6260 • FAX: 919-334-1052

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Misc. Hardware – Cables, adapters, cards	600.00
Battery Backups	2,400.00
Network Printers	24,000.00
Computer Acquisition and Installation	12,000.00
Total approved	\$66,082.00

The following areas of your Plan are not approved for FFP:

Daysheet Program	\$3,468.00
Total not approved	\$3,468.00

Federal Financial Participation (FFP) may not be claimed for development or acquisition of custom developed software, customization of off the shelf software, or purchase of specialized human services software without prior approval of the Division. Such approval will be granted only when the project is capable of meeting state wideness criteria, since FFP will not approved unless available for development or acquisition in any other county. Nor can FFP be claimed for software performing functions determined to be within scope for NCFAST or integrated within a more comprehensive case management software solution that performs functions determined to be within scope for NCFAST. If the above plan contains any software of this type, it may not be claimed for reimbursement as part of this purchase.

**Jones County Acquisition of 31 Residential Properties
Project Number HMGP-DR-4393-0016-R**

Item No.	Description	Acquisition Cost	Professional Services Soft Cost	Demolition Hard Cost	Total
	<u>Revenues</u>				
	HMGP 4393-0016-R Project Budget	\$5,993,655.00	\$165,850.00		\$6,159,505.00
	HMGP 4393-0016-R Management Cost		\$307,975.25		\$307,975.25
	PA 4393-XXXX-X CAT B Demolition Budget			\$821,454.00	\$821,454.00
	Total Revenues				\$7,288,934.25
	<u>Expenditures</u>				
1	Purchase of Property	\$5,993,655.00			\$5,993,655.00
2	Asbestos Inspection			\$23,250.00	\$23,250.00
3	Abatement & Demolition			\$798,204.00	\$798,204.00
	Subtotal Acquisition Cost	\$5,993,655.00		\$821,454.00	\$6,815,109.00
4	Project Management Services		\$307,975.25		\$307,975.25
	Total Acquisition Cost				\$7,123,084.25
	<u>Acquisition Soft Cost</u>				
5	Appraisal Services		\$62,000.00		\$62,000.00
6	Property Survey Services		\$37,200.00		\$37,200.00
7	Legal Fees & Services		\$66,650.00		\$66,650.00
	Total Soft Cost				\$165,850.00
	Total AcquisitionProject Cost				\$7,288,934.25



**North Carolina Department of Public Safety
Division of Emergency Management**

APPLICANT: County of Jones DISASTER: COVID-19
FEMA- 4487 -DR-NC

PUBLIC ASSISTANCE CFDA# 97.036

STATE – APPLICANT DISASTER ASSISTANCE AGREEMENT

This Agreement made by and between the State of North Carolina, Dept. of Public Safety, Division of Emergency Management (“the State”) and County of Jones (“the Applicant”) shall be effective on the date signed by the State and the Applicant. It shall apply to all disaster assistance funds provided by or through the State to the Applicant as a result of the disaster called COVID-19, and pursuant to the Disaster Declaration

made by the President of the United States numbered FEMA - 4487 - DR-NC.

The designated representative of the Applicant (Applicant’s Agent) certifies that:

1. He/She has the legal authority under North Carolina law to apply for assistance on behalf of the Applicant that it is duly authorized pursuant to appropriate Applicant authority and/or a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant’s governing body and that the agents and officials designated herein are duly authorized under North Carolina law to act on behalf of the organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to the disaster assistance required by the agreements and assurances contained herein.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State disaster grant assistance.
3. The applicant shall use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor’s Authorized Representative (GAR).
4. The Applicant is aware of and shall comply with cost-sharing requirements of Federal and State disaster assistance: specifically that Federal assistance is limited to 75% of eligible expenditures, and that State assistance is limited to 25% of the eligible costs. Alternate projects selected by the Applicant may be eligible for only 75% of the approved Federal share of estimated eligible costs.
5. The Applicant shall provide the following completed documentation to the State:

- Designation of Applicant's Agent;
- State-Applicant Disaster Assistance Agreement
- Private Non-Profit Organization Certification (if required);
- Summary of Documentation Form itemizing actual costs expended for large project payment requests;
- Monthly Progress Reports;
- Copies of Single Audit Reports as applicable.

If the Applicant fails to provide any of the above documentation, the State will be under no obligation to reimburse the Applicant for eligible expenses.

6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative. If applicable, the Applicant shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 44 C.F.R. Part 14, 2 C.F.R. Part 200 OMB Circular A-133, "Audits of States, Local Governments and Non-profit Organizations," and applicable North Carolina laws, rules and regulations.
7. The Applicant shall provide to the State monthly Progress Reports for all open large projects funded by State and Federal disaster assistance grants. The first Progress Report will be due on the 10th day of the first month following initiation of the project and subsequent Progress Reports will be due on the 10th day of each and every month thereafter until project completion. Forms and reporting requirements will be provided by the Governor's Authorized Representative.
8. The Applicant, its employees and agents, including consultants, contractors and subcontractors to be paid with funds provided under this Agreement, shall give State and Federal agencies designated by the Governor's Authorized Representative, full access to and the right to examine all records and documents related to the use of disaster assistance funds.
9. The Applicant shall return to the State, within thirty (30) days of a request by the Governor's Authorized Representative, any funds advanced to the Applicant that are not supported by audit or other Federal or State review of documentation maintained by the Applicant.
10. The Applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities.
11. The Applicant shall comply with all applicable provisions of Federal and State statutes, rules and regulations regarding the procurement of goods and services and regarding contracts for the repair and restoration of public facilities.
12. The Applicant shall begin and complete all items of work within the time limits established by the Governor's Authorized Representative and in accordance with applicable Federal and State statutes, rules and regulations.
13. The Applicant shall request a final inspection within ninety (90) days after completion of each and every large project funded under this Agreement, or within ninety (90) days after the expiration of the time limit established for each project under Paragraph 12 above, whichever occurs first. Applicant shall present all supporting documentation to State and/or Federal inspectors at the time of final inspection. **The State, as Grantee, reserves the right to conduct a final inspection of any large project after expiration of the ninety- (90) day period and to reimburse Applicant only for costs documented at the time of final inspection.**

14. The Applicant shall comply with all applicable Federal and State statutes, rules and regulations for publicly financed or assisted contracts including, but not limited to, non-discrimination, labor standard, and access by the physically handicapped.
15. The Applicant's Designated Agent shall execute and comply with the Lobbying Prohibition document incorporated herein as Attachment A.
16. The Applicant's Designated Agent shall execute and comply with the Statement of Assurances (SF 424D) document incorporated herein as Attachment B.
17. The Applicant shall not enter into cost-plus-percentage-of-cost contracts for debris removal, emergency protective measures, or completion of disaster restoration or repair work.
18. The Applicant shall not enter into contracts for which payment is contingent upon receipt of State or Federal funds.
19. The Applicant shall not enter into any contract with any entity that is debarred or suspended from participation in Federal Assistance. The State and/or FEMA will not be under any obligation to reimburse Applicant for payments made to a debarred or suspended contractor. Applicant may search for debarred or suspended contractors on the "Excluded Parties List System" (EPLS) at the following website: www.sam.gov. The Applicant shall be responsible to ensure that it has checked the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors, Subapplicants or Sub-Recipients have not been suspended or debarred from doing business with federal or State government".
20. The Applicant shall comply with the provisions of 42 U.S.C. §5155 (Section 312 of the Stafford Act) which prohibits duplication of benefits. Applicant shall notify State immediately if any other source of funds is available to offset disaster assistance provided pursuant to this Agreement. Applicant agrees that eligible costs under this Agreement will be reduced by duplicate benefits received from any other source.
21. The Applicant shall comply with all uniform grant administration requirements required by State and Federal statutes, rules and regulations, including but not limited to, the Robert T. Stafford Disaster Relief and Emergency assistance Act, Public Law 93-288, as amended, Title 44 of the Code of Federal Regulations, 2 C.F.R. Part 200, applicable OMB Circulars, and policy guidance issued by the Federal Emergency Management Agency (FEMA).
22. If the Applicant pays contractors, subcontractors or consultants with funds provided through this Agreement then the Applicant shall include language in all contracts that binds the contractor, subcontractor or consultant to the terms and conditions of this Agreement with the State. Contractual arrangements with contractors, subcontractors or consultants shall in no way relieve the Applicant of its responsibilities to ensure that all funds provided through this Agreement are administered in accordance with all State and Federal requirements.

4/20/2020

Date

56-6000312

Applicant's Federal Tax I.D.
Number (required)

FOR THE APPLICANT:

BY:

Signature

Franky Howard

Typed Name

County Manager

Title

FOR THE STATE:

BY:

Signature

Typed Name

Title

Date

ATTACHMENT A

LOBBYING PROHIBITION

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

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

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

County of Jones

Name of Applicant

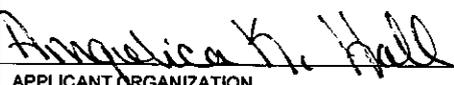
BY:



Signature of Applicant's Designated Agent

ATTACHMENT B-2

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L.93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Clerk to the Board
APPLICANT ORGANIZATION County of Jones	DATE SUBMITTED 4/20/2020

ATTACHMENT B-1

OMB Approval No. 0348-0042

ASSURANCES-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project costs) to ensure proper planning, management and completion of the project described in this application
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply by the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-2763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

ATTACHMENT B-2

**DESIGNATION OF APPLICANT'S AGENT
AND APPLICANT ASSURANCES
FOR PUBLIC ASSISTANCE**

ORGANIZATION NAME (HEREAFTER NAMED ORGANIZATION)

County of Jones

PRIMARY AGENT		SECONDARY AGENT	
AGENT'S NAME	Brenda Reece	AGENT'S NAME	Franky Howard
ORGANIZATION	County of Jones	ORGANIZATION	County of Jones
OFFICIAL POSITION	Finance Officer	OFFICIAL POSITION	County Manager
MAILING ADDRESS	418 Hwy 58 N, Unit A	MAILING ADDRESS	418 Hwy 58 N, Unit A
CITY, STATE, ZIP	Trenton, NC 28585	CITY, STATE, ZIP	Trenton, NC 28585
DAYTIME TELEPHONE	252-448-5111	DAYTIME TELEPHONE	252-229-1411
FACSIMILE NUMBER	252-448-1072	FACSIMILE NUMBER	252-448-1072
PAGER OR CELLULAR NUMBER		PAGER OR CELLULAR NUMBER	

THE ABOVE PRIMARY AND SECONDARY AGENTS ARE HEREBY AUTHORIZED TO EXECUTE AND FILE APPLICATION FOR PUBLIC 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 OTHERWISE AVAILABLE. THIS AGENT IS AUTHORIZED TO REPRESENT AND ACT FOR THE ORGANIZATION IN ALL DEALINGS WITH THE STATE OF NORTH CAROLINA AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR MATTERS PERTAINING TO SUCH DISASTER ASSISTANCE REQUIRED BY THE AGREEMENTS AND ASSURANCES PRINTED ON THE REVERSE SIDE HEREOF.

CHIEF FINANCIAL OFFICER		CERTIFYING OFFICIAL	
NAME	Brenda Reece	OFFICIAL'S NAME	Angelica Hall
ORGANIZATION	County of Jones	ORGANIZATION	County of Jones
OFFICIAL POSITION	Finance Officer	OFFICIAL POSITION	Clerk to the Board
MAILING ADDRESS	418 Hwy 58 N, Unit A	MAILING ADDRESS	418 Hwy 58 N, Unit A
CITY, STATE, ZIP	Trenton, NC 28585	CITY, STATE, ZIP	Trenton, NC 28585
DAYTIME TELEPHONE	252-448-5111	DAYTIME TELEPHONE	252-448-7571
FACSIMILE NUMBER	252-448-1072	FACSIMILE NUMBER	252-448-1072
PAGER OR CELLULAR NUMBER		PAGER OR CELLULAR NUMBER	

APPLICANT'S STATE COGNIZANT AGENCY FOR SINGLE AUDIT PURPOSES (IF A COGNIZANT AGENCY IS NOT ASSIGNED, PLEASE INDICATE):

APPLICANT'S FISCAL YEAR (FY) START

MONTH: July

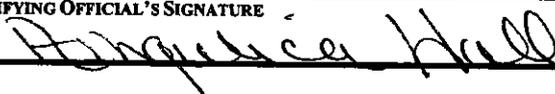
DAY: 1st

APPLICANT'S FEDERAL EMPLOYER'S IDENTIFICATION NUMBER

-56-6000312

APPLICANT'S STATE PAYEE IDENTIFICATION NUMBER

CERTIFYING OFFICIAL'S SIGNATURE



APPLICANT ASSURANCES

The applicant hereby assures and certifies that he will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally-assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that it is duly authorized pursuant to appropriate applicant authority and/or a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body and that the agents and officials designated herein are duly authorized under North Carolina law to act on behalf of the organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to the disaster assistance required by the agreements and assurances contained herein.
2. It will comply with the provisions of Executive Order 11988, relating to Floodplain Management and Executive Order 12148, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act, as amended, 5 USC 1501 et. seq. and 7324 et. seq., which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973, as amended, 42 U.S.C. 40001 et. seq.. Further, Sections 102 and 103 (42 U.S.C. 4012a and 4015) required, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. 306108 (former 16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 or 1974, 54 U.S.C. 312501 et. seq. (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.



COUNTY OF JONES
JONES COUNTY TAX OFFICE
 418 Hwy 58 N
 Trenton, NC 28585

Johnnie Edmondson
 Interim Tax Administrator/Assessor

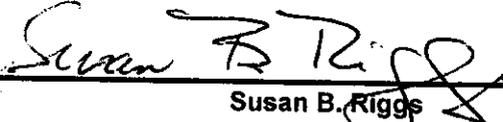
Susan Riggs
 Tax Collector

April 6, 2020

Jones County Tax Collector:

For the Month of MARCH:

2019 Levy Collection by Tax Office:	\$ 149,431.41
2019 Levy Collection by NCVTS:	74,918.74
2010 - 2018 Levy Collection:	16,763.25
Total Levy Collection:	<u>\$ 241,113.40</u>



 Susan B. Riggs
 Jones County Tax Collector

2019 Levy as of 03/31/2020: \$ 6,705,843.16

Collected on 2019 Levy as of 03/31/2020: 6,396,717.60

Other Levy Reduction:

Refunds:	(1,592.14)
Write-Offs:	14.21
Total Levy Reduction:	<u>\$ 6,395,139.67</u>

Percent (%) of Levy Reduced as of 03/31/2020: 95.37%

Percent (%) of Levy Reduced as of 03/31/2019: 93.68%

R S M HARRIS ASSOCIATES, INC.

PLANNERS-CONSULTANTS-DEVELOPERS
2719 GRAVES DRIVE SUITE 2 POST OFFICE BOX 10037 GOLDSBORO, NORTH CAROLINA 27534
TELEPHONE (919) 751-0909 FAX (919) 751-0909

MEMORANDUM

TO: Franky Howard
County Manager

FROM: C. David Harris
HMGP Project Manager

SUBJECT: Jones County HMGP 4285-45R Project
Award of Bid Proposals for Demolition/Clearance-Asbestos Removal

DATE: April 14, 2020

On April 14, 2020 at 11:00 A.M. in the Jones County Commissioner's Board Room at 110 S. Market Street, Trenton, NC, proposals were received for the demolition/clearance and asbestos removal of three houses in the Jones County HMGP 4285-45R Project. Attached is a bid tabulation sheet identifying the demolition contractors and the proposals received.

Based on the lowest responsible proposals we recommend acceptance of the following proposals:

114 Hoke Lane and 150 Hoke Lane, Kinston, NC

AK Grading & Demolition, Inc. of LaGrange, NC per their low bid of \$8,200.00. Work includes demolition and clearance of the properties. No asbestos containing materials are present.

463 Henderson Rd, Trenton, NC

Ak Grading & Demolition, Inc. of LaGrange, NC per their low bid of \$8,100.00. Work includes removal of asbestos containing materials and demolition/clearance of properties.

Acceptance of the proposals and award of contracts are contingent upon the contractor satisfying all program requirements, including providing the required insurance.

Please have the Board approve the bid award at the April 20, 2020 meeting. Please call me if you have any questions.

Attachment

**Jones County HMGP 4285-45R ACQUISITION PROJECT
DEMOLITION/CLEARANCE-ASBESTOS REMOVAL BID TABULATION SHEET**

BID OPENING

April 14, 2020
Tuesday 11:00 AM

Bid Location

Jones County Commissioner's Room
110 S. Market Street, Trenton, NC 28585

Contractor	114 Hoke Lane 150 Hoke Lane Kinston, NC	463 Henderson Rd Trenton, NC	Non-Collusion Affidavit	Certification of Eligibility	Certification of Debarment
AK Grading & Demolition, Inc LaGrange, NC	\$8,200.00	\$8,100.00	X	X	X
Paul Barnett Trenton, NC	\$32,311.00	NO BID	X	X	X
Rick Bostic Construction & Demolition, Inc - Kinston, NC	\$13,950.00	\$21,710.00	X	X	X
Carolina Earth Movers, Inc Greenville, NC	\$14,050.00	\$27,650.00	X	X	X
Corbett Clearing & Demolition, LLC Goldsboro, NC	\$12,000.00	\$11,000.00	X	X	X
Dirtworks Grading Company, LLC Pollocksville, NC	\$20,522.00	\$15,326.00	X	X	X
Everett's Clearing & Grading, Inc Kinston, NC	\$21,260.00	\$18,860.00	X	X	X
Hickory River of Trenton, LLC Trenton, NC	\$33,065.00	NO BID	X	X	X
Jones and Son Construction & Demolition - Kinston, NC	\$10,100.00	\$11,450.00	X	X	X
Murphy Contracting Service, Inc Pollocksville, NC	\$16,440.00	NO BID	X	X	X
Teland Inc New Bern, NC	\$11,600.00	\$18,000.00	X	X	X
Recommendation for Award	AK Grading & Demolition, Inc \$8,200.00	AK Grading & Demolition, Inc \$8,100.00			



102-A2 Regency Blvd. · Greenville · North Carolina 27834
 Phone: (252) 439-0338 · Fax: (252) 439-0462

March 30, 2020

Jones County Manager
 Attn: Franky Howard
 418 HWY 58 North Unit A
 Trenton, NC 28585

Re: Jones County Courthouse HVAC Renovation, Trenton, NC

Franky,

Please accept this proposal to provide Mechanical and Electrical design services for drawings and specifications on the above referenced project. As I understand from our discussion, we will provide documents for Renovation of the HVAC system currently operating in the Jones County Courthouse. It is the intent to utilize (2) standard split heat pump systems in the Courtroom and console style mini split units in the Offices and Man Entry Level.

Scope of Services –Permit Documents

Design Services Provided:

- Heat Loss/Gain calculations (Trane Trace 700 format)
- Lay out and sizing new Split HVAC systems and any associated ductwork.
- Building ventilation and air balance design.
- Power design for HVAC equipment.
- Rework of any of the existing service or distribution as required to power the new HVAC equip.

Construction Administration Services (Optional):

- Submittal Review
- We will visit the site up to 5 times during construction as needed and scheduled with your office once the project has been bid and awarded.
- If no construction site visits are provided and the local AHJ requires an Appendix 5 HVAC Compliance Statement we will need to make (2) site visits during construction. One for duct inspection and one to witness the Test & Balance of the system.

Assumptions and Clarifications:

- No Medical Gas Piping Design
- No Sprinkler Design
- No Parking Lot/Site Lighting Included
- Adequate Water is available
- There is enough depth for existing sanitary service to be gravity flow
- No sewage lift station included.
- Adequate electrical power is available.
- Engineering Source of NC is not responsible for any Appendix B calculations or statements.
- Drawings will be designed in Autocad LT 2020.

Our fee for providing the above scope of work for the listed project is as follows:

- Design Development (75%) Plans: **\$6,500**
- Signed Permit Plans: **\$2,500**
- Submittals (Both): **\$1,000**
- Construction Administration: **\$4,000** (Up to 5 site visits & includes HVAC Compliance Statement)
- HVAC Compliance Statement: **\$1,800** (If no CA is provided, includes 2 site visits, Duct Insp & T&B Witness)
- Post Design changes and Construction Administration includes the following: Comments, Meetings, Bidding, VE changes, Submittal Review and additional Inspections would be on an hourly basis according to the following schedule:
 - Senior Engineer (Wilson) - \$150/Hr.
 - Engineer (Alex) - \$110/Hr.
 - Tech Designer (Jason, Gray or Daniel) - \$90/Hr.
 - Drafting/Admin (Thomas, Craig or Cynthia) - \$70/Hr.

The amount includes the 1st set of original drawings in print and a copy in PDF format. All additional drawings are billed at \$2.00 per sheet.

I will bill you a percentage of the lump sum fee monthly based on the progress of design, for submittal review or inspection at the end of each month through project completion.

I will be available to review this proposal with you at your convenience. If you have any questions, please contact me. This proposal is open for approval for 14 days from the date indicated above, after this time the completion date may slip. This proposal shall be subject to the attached terms and conditions. Your acceptance of this proposal shall constitute an acceptance of those terms and conditions for this project. I appreciate the opportunity to provide this proposal and look forward to working with you.

Sincerely,



D. Wilson Pou, P.E.
President

Accepted by: _____

Date: _____

Title: _____

This Instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. DATE 4/21/2020
FINANCE OFFICER *Anna Clocca*

Proposal Acceptance and Work Authorization Agreement

THIS AGREEMENT is entered into as of March 30, 2020, Engineering Source of NC, P.A. ("Engineer") and Jones County Manager (Franky Howard) ("Client"). The parties agree as follows:

Services. Engineer agrees to provide Client with and Client authorizes Engineer to provide the services described in the attached Proposal dated March 30, 2020 (the "Proposal") for the project described in the Proposal (the "Project"). The services are provided for the sole benefit of the Client. There are no third party beneficiaries to this Agreement.

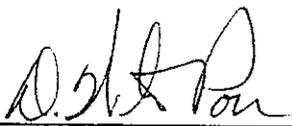
Payment. Client agrees to pay for all services provided by Engineer and for all expenses incurred by Engineer in accordance with the Proposal. Payment shall be due within **30 days of client's receipt of invoice**. Client agrees to pay Engineer a late fee of 1 1/2% per month on the outstanding balance on any invoice not paid within 60 days of his receipt of Engineer's Invoice.

Terms and Conditions. This Agreement shall be subject to all of the following "Terms and Conditions", which terms and conditions are expressly made a part of this Agreement and made a part of any work product issued by or service performed by Engineer pursuant to this Agreement.

WITNESS the following signatures:

Engineer:

Client:

By:  Date: 3/30/2020
Signature

By:  Date: 4-20-20
Signature

D. Wilson Pou
Printed Name

Franky J. Howard
Printed Name

President
Title

County Manager
Title

Terms and Conditions

Site Operation/Permits. Client will arrange for Engineer's right-of-entry to the Project site for the purpose of performing the agreed services. The Engineer shall be entitled to rely upon the accuracy and completeness of all tests, reports, drawings, or other information provided by the Client to Engineer.

Instruments of Service. Engineer will furnish deliverables, products, and supporting documents to the Client. All documents generated by Engineer under this Agreement shall remain the sole property of Engineer. Any unauthorized use or distribution of Engineer's work shall be at Client's and recipients' sole risk and without liability to Engineer. Engineer shall retain a confidential file copy of his work product and related documents. Neither the Client, nor any other person or entity, may use any documents or information prepared by Engineer for the Project in connection with any other project. To the fullest extent permitted by law, the Client shall indemnify and hold harmless Engineer from and against any and all claims, suits, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from any use of any documents or information provided by Engineer for this Project for any purpose, other than the use of the documents or information in connection with the execution of this Project.

Construction Safety/Means and Methods. Engineer shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with construction of the Project, since these are solely the Construction Contractor's responsibility. Engineer shall not be responsible for the Contractor's schedule or failure to carry out construction in accordance with the terms of the Contractor's contract.

Assignment. Neither Client nor Engineer shall assign this Agreement without the written consent of the other.

Standard of Care. Engineer will perform his services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of Engineer's profession practicing in the same or similar locality at the time of service. Engineer makes no other warranties, either express or implied. Any oral or written representations to the contrary are hereby disavowed. No agent or employee of Engineer has authority to provide any additional warranties of any sort beyond those provided in this Agreement. Engineer's liability for Omissions shall be limited to the amount of his design fee, and errors shall be limited to the amount of his F&O Insurance coverage.

Indemnity. Engineer will indemnify and hold harmless the Client, up to the limit of the Engineer's insurance coverage, against liability for claims, causes of action, demands or suits by third parties for bodily injury or damages to property arising out of the services performed by Engineer under this Agreement to the extent such injuries or damages are caused solely by the negligent acts or omissions of the Engineer, its officers or employees. Engineer's obligations under this paragraph shall not extend to injuries caused by the negligent or intentional acts or omissions of the Client or any third party.

Limitation of Liability. Engineer shall not be responsible for, and makes no representations regarding, the accuracy, completeness, or suitability of any work performed by any architect, engineer or other design consultant whose services are retained under separate contract with the Client or Owner.

Suspension/Termination of Agreement. If the Client fails to make payment to Engineer for contracted services when due, Engineer may, upon 7 days written notice to the Client, suspend performance of services under this Agreement, including issuance of any deliverables specified in the Proposal, until such time as the Client has paid all sums due and owing under this Agreement, or at his sole option, Engineer may terminate this Agreement. In the event of a suspension of services or termination for failure to make payment, Engineer shall have no liability to the Client or to any third party for any delay or damage caused by the suspension or termination of services. In the event Engineer invokes its rights to terminate this Agreement, the Client shall be obligated to immediately pay Engineer for all services performed up to the date of termination (which shall be seven days after the date of written notice of termination from Engineer to Client), and all out-of-pocket expenses incurred by Engineer in connection with its services. This provision in no way limits or reduces any other rights which Engineer may have as a result of Client's failure to render payment in accordance with the terms of this Agreement.

Conflict Resolution. The Client and Engineer agree to work together to resolve any disputes arising out of or related to the Project or this Agreement, in a timely, professional and non-adversarial manner. In the event that they are unable to negotiate a resolution of such an issue, the matter shall be submitted for mediation. If still not resolved, the parties agree that the dispute shall be submitted for final decision by binding arbitration. Both mediation and arbitration shall be under the rules of American Arbitration Association's then-current Construction Industry Mediation and Arbitration Rules. The arbitration panel shall be made-up of three arbitrators. Each party shall choose one and the third to be agreed upon by both parties. Mediation and arbitration shall be conducted in North Carolina.

Governing Law. This Agreement shall be governed in all respects by the laws of the State of North Carolina.

Entire Agreement. This Agreement represents the entire and integrated agreement between the Client and Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Engineer. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

NORTH CAROLINA
JONES COUNTY

INTERLOCAL TAX COLLECTION AGREEMENT

THIS INTERLOCAL TAX COLLECTION AGREEMENT made and entered into as of the Contract Date, by and between **JONES COUNTY**, a body politic and corporate of the State of North Carolina (hereinafter "County"), and the **TOWN OF POLLOCKSVILLE**, a municipal corporation of the State of North Carolina (hereinafter "Town");

WITNESSETH:

ARTICLE 1
Definitions

Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Article. The defined terms appearing in this Article are set forth in the Agreement in boldface type and in the exact capitalized form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical boldfaced and capitalized form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein.

- 1.1 **"Agreement"** – means this Interlocal Tax Collection Agreement.
- 1.2 **"Contract Date"** – means and refers to the 14th day of April, 2020.
- 1.3 **"County"** – means and refers to Jones County, a body politic and corporate of the State of North Carolina.
- 1.4 **"Effective Date"** – means and refers to the 1st day of July, 2020.
- 1.5 **"Town"** – means and refers to the Town of Pollocksville, a municipal corporation of the State of North Carolina.
- 1.6 **"Tax Collector"** – means and refers to the Jones County Tax Administrator, Jones County Tax Collector and any person designated by the County Tax Administrator to act on his behalf regarding the collection of taxes and gross receipts for the Town.

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

ARTICLE 2
Authority for the Agreement

This Agreement is entered into pursuant to the authority set forth in the General Statutes of North Carolina, including, but not limited to, Chapter 160A, Article 20, Part 1 of the North Carolina General Statutes entitled, "*Interlocal Cooperation*", and N.C. Gen. Stat. § 105-374(h).

ARTICLE 3
Tax Office Consolidation

3.1 The County and Town tax offices will be consolidated under the jurisdiction of the County effective as of the Effective Date.

3.2 To the fullest extent permitted by law, and except as otherwise provided herein, the joint collection of County and Town taxes and liens contemplated hereunder shall be combined under the Jones County Tax Collector, and shall be brought in one action in the name of Jones County, all as contemplated by N.C. Gen. Stat. § 105-374(h).

ARTICLE 4
County Services

4.1 The County shall list, bill and collect all ad valorem taxes due to the Town, including current and previous years' taxes, interests, penalties and costs, including taxes, interest, penalties and costs on any discovered property from the year 2020 forward. The County will seek a thorough listing of taxable property and will aggressively seek collection of current taxes due to the Town and delinquent taxes due to the Town after 2020. The County will maintain adequate qualified personnel and other resources to carry out these functions in an accurate, efficient and timely manner. County tax office records shall be maintained in a manner which segregates information related to taxes due to and collected for the Town.

4.2 The County shall collect all tax levied upon gross receipts derived from retail short leases or rentals of motor vehicles for the Town as authorized in N.C. Session Law 2000-2 effective July 1, 2000.

4.3 The County shall collect all liens and assessments collected in the same manner as taxes, as established by the laws of the State of North Carolina, due to the Town from the year 2021 forward. All such liens must be communicated to the County in writing by the Town as soon as such lien or assessment becomes due.

ARTICLE 5
Tax Collector Appointment

5.1 The County Tax Collector is also designated as tax collector for the Town, with all the powers, authority, duties and responsibilities accompanying that office, as set forth in N.C. Gen. Stat. §§ 105-349 and 105-350. The Tax Collector shall be under the sole jurisdiction of the County Board of Commissioners. References to County responsibilities in this Agreement shall include the County acting through its Tax Administrator and/or Tax Collector.

5.2 The Town shall maintain, appoint and bond its own tax collector under the sole jurisdiction of the Town Council, as relating to taxes delinquent prior to 2020, if applicable.

ARTICLE 6
Continuing Cooperation

6.1 The County and Town staff will communicate and cooperate regularly on matters affecting the operation of the consolidated tax office, including listing and collection practices, funds management, reporting, delinquent collections, lien sales, foreclosures, releases and records. The County Manager and County Tax Administrator and the Town Clerk and Town Finance Officer shall function as an interlocal liaison committee for this purpose and for consideration of operational improvements. Questions involving interpretation, administration or supplementation of this Agreement shall be initially referred to this committee for resolution or recommendation.

6.2 The County and Town mutually acknowledge that in order for the cooperative undertaking to be and remain advantageous to both jurisdictions, existing collection rates, cumulative collection schedules and cash flow for each unit must be maintained or improved and net tax billing and collection costs must be stabilized or reduced.

ARTICLE 7

Records and Maps

The Town shall have full access to maps, abstracts, bills, receipts and other records or documents generated by the County Tax Office which are related to Town taxes. The Town shall have a right to copies, at cost, of maps, aerial photographs and other public records generated in connection with County Tax Office operations. If this Agreement is terminated, the Town shall have the right to copies, in a convenient and useful form, of all information related to Town taxes.

ARTICLE 8 Reports

The County will provide the Town with monthly reports and reasonable special reports of assessed valuations, discoveries, releases, levies, collections and collections in comparison to budgeted revenue in a form mutually agreed by the Town and County. The County will, as soon as possible each year, provide the Town with an estimate of valuations, levy and collections for the upcoming fiscal year. The Tax Collector will provide the Town Finance Officer with an annual settlement report and any other reports required by law.

ARTICLE 9 Listing

The County will thoroughly list all property within the Town that is subject to taxation. Taxes will be listed in a manner which carefully, clearly and accurately identifies all property subject to Town taxes. Property listing procedures will ensure accurate identification of all property subject to Town taxes (e.g., listing of Town and non-Town personal property on separate abstracts). The County will cooperate in providing listing information, such as vehicle identification numbers, helpful in insuring a complete levy and assisting collection of other Town revenues. The Town will promptly advise the County tax office of all annexations or other alterations to its corporate limits and provide good maps of such changes. The Town will cooperate by providing the County with any building permit data or other reasonable information which will assist the County in the efficient and accurate listing and appraisal of property.

ARTICLE 10

Billing

Town tax bills will be mailed as early as possible each year (no later than September 1, if possible). Taxes due to both taxing units shall be included on a single tax bill, separately identified.

ARTICLE 11 Collections and Deposits

11.1 All Town taxes collected (including principal, interest penalties, and costs) shall be credited weekly in the month of December, and monthly every other month, to the Town's central depository unless the Town requests otherwise. Deposit reporting shall be made in a mutually agreed manner.

11.2 When partial payments are received, the amounts shall be credited proportionately to the taxes due each unit.

11.3 Proceeds from penalties, interest, foreclosures, sales, settlements, costs or other amounts collected shall be apportioned to the Town and County in proportion of each taxing unit's share of the principal amounts which were the basis of the collection.

11.4 Notwithstanding anything to the contrary contained in this Article, all collections shall be distributed based upon the priority of the tax and/or lien collected.

11.5 Nothing in this Agreement shall affect or change the Town's participation in the North Carolina Debt Setoff Program, to the extent the Town participates in such program.

ARTICLE 12 Releases; Exemptions and Exclusions; Discovered Property

12.1 Town taxes proposed for release and refund shall be presented to the Jones County Board of Commissioners at reasonable intervals for their consideration and action under the provisions of state law. No Town taxes shall be adjusted, released or refunded except by action of the Jones County Board of Commissioners. Release, adjustment and refund requests and adjustment requests shall be accompanied by adequate information concerning ownership, property, valuation, levy and the reasons and the authority for the

proposed release or adjustment. (References: N.C. Gen. Stat. §§ 105-312(k), 105-380, 105-381).

12.2 Applications from taxpayers authorized by law to have their property considered for the exemption or exclusion from ad valorem taxes, coming before the Tax Assessor, shall be considered by him for both the County and the Town.

12.3 Requests from taxpayers to a release from interest and penalties imposed upon discovered property under N.C. Gen. Stat. § 105-312(k), shall be considered by the County and its decision shall be reported to the Town.

ARTICLE 13 **Foreclosures**

The County shall, through its legal counsel, at the direction of the County, bring actions for foreclosure of tax liens on delinquent taxes, except that the Town shall have the option of having its own counsel pursue foreclosure of taxes owed only to the Town. The cost of foreclosure actions shall be borne proportionately by each taxing unit in relation to its share of the delinquent amount due. The Tax Collector shall annually notify the Town of all tax accounts which will become nine (9) years delinquent during that year.

ARTICLE 14 **Bonds**

Separate bonds shall not be required to be given by the Tax Collector and his personnel for the Town. The bond of the Tax Collector of Jones County shall be sufficient bond to guarantee the faithful performance of the duties of the Tax Collector for the Town.

ARTICLE 15 **Audits**

All tax records shall be audited annually by an independent certified public accountant selected by the County. Adequate procedures and internal controls will be employed to ensure that an audit trail is present and that necessary auditing procedures and tests can be performed. The Town may, at its own expense, arrange for auditing of records relating to Town taxes.

ARTICLE 16
Payment for Services

16.1 The County shall be compensated for services provided under this Agreement under the following formula:

- A. Five percent (5.0%) of all collections on current levies for ad valorem taxes and current liens and assessments collected in the same manner as taxes;
- B. Five percent (5.0%) of all delinquent collections of ad valorem taxes and delinquent liens and assessments collected in the same manner as taxes; and
- C. Five percent (5.0%) of all gross receipts derived from retail short leases or rentals of motor vehicles authorized in Session Law 2000-2.

This formula shall be applied to all principal, interest, penalties and costs collected. Compensation shall be paid on a monthly basis, based on collection reports provided by the County, unless otherwise mutually agreed.

ARTICLE 17
Effective Date and Term

This Agreement shall be initially effective for the 2020 listing of taxes and the collection of fiscal 2020 - 2021 tax levies, including all necessary work or actions related thereto, following its approval by the Town and County governing boards and its execution by authorized officials.

ARTICLE 18
Annual Review

The liaison committee shall annually review the results of this undertaking, the provisions of this Agreement, and the terms of compensation and shall report to the respective governing boards any recommended changes.

ARTICLE 19
Duration and Termination

19.1 This Agreement shall continue in effect from year to year unless terminated as provided herein.

19.2 This Agreement may be terminated by either party upon written notice authorized by its governing body to the other party prior to March 1 of that year. If such notice is given, the Agreement shall be terminated on the following June 30 or such later date as may be mutually agreed. This Agreement may be terminated upon 30 days' notice by either party if the other party has failed to fulfill its obligations under the Agreement in a manner which seriously affects the financial security or stability of the terminating party.

19.3 In the event that the County has commenced tax foreclosure proceedings against any property within the Town that is still in litigation as of the termination date, the County shall continue the prosecution of the same unless mutually agreed to by the parties.

ARTICLE 20 **Miscellaneous**

20.1 **Entire Agreement, Modification:** This Agreement supersedes all prior agreements and constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. It may not be amended or modified, except by an instrument executed by both parties.

20.2 **Notices and Communications:** Any notice, payment, request, instruction or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or by recognized courier or mailed by certified mail, postage prepaid and addressed to the addressee at the last known mailing address, unless such addressee has notified the other in writing of a different address.

20.3 **Non-Waiver:** No delay or failure by either party to exercise any right hereunder and no partial or single exercise of any such right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

20.4 **Headings:** Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

20.5 **Governing Law; Venue:** This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina. Exclusive venue for any action, whether at law or in equity, shall be Jones County.

20.6 **Counterparts:** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

20.7 **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successor and assigns.

20.8 **Consideration:** The consideration for the execution of this Agreement is the agreement among the parties affixing their signatures hereto to agree to the matters and things set forth herein.

20.9 **Condition Precedent:** This Agreement shall not be binding on either party until the same has in fact been duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the same having been approved by the respective governing bodies of all parties.

JONES COUNTY

By: Frank Erney
Chairman

ATTEST:

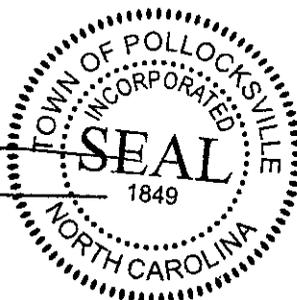


TOWN OF POLLOCKSVILLE

By: [Signature]
Mayor

ATTEST:

[Signature]
Clerk
-Town Seal-



NORTH CAROLINA

INTERLOCAL AGREEMENT - BUILDING INSPECTIONS

JONES COUNTY

THIS INTERLOCAL AGREEMENT, made and entered into this 14th day of April, 2020 (“Agreement”) by and between JONES COUNTY, a body politic and corporate of the State of North Carolina and the TOWN OF POLLOCKSVILLE, a municipal corporation of the State of North Carolina.

WITNESSETH:

ARTICLE I

Definitions

1.1 “Agreement” – means and refers to this Interlocal Agreement, and any amendments hereto.

1.2 “County” – means and refers to Jones County, a body politic and corporate of the State of North Carolina.

1.3 “Ordinance(s)” – means and refers to the Town’s minimum housing ordinance, nuisance abatement ordinance, flood damage prevention ordinance, and any other ordinance containing building standards for residential and commercial structures, as applicable.

1.4 “Town” – means and refers to the Town of Pollocksville, a municipal corporation existing by virtue of the laws of the State of North Carolina.

ARTICLE 2

Recitals

2.1 Town does not currently operate a building inspections department, but does enforce and administer regulations governing building standards and land use within its municipal limits.

2.2 County has established a building inspections department, and provides these services to local municipalities upon request.

2.3 The parties therefore enter into this Agreement to allow the County’s Inspections Department to inspect structures in the Town for compliance with the Ordinances and the County’s building code.

2.4 This Agreement supersedes and replaces any previous Agreements between the County and the Town with regards to the provision of building inspection services by the County to the Town.

ARTICLE 3

Purpose of Agreement

The purpose of this Agreement is to set forth the mutual responsibilities and duties of the parties as to building inspections to be performed by the Jones County Building Inspections Department within the Town.

ARTICLE 4
Authority

This Agreement is executed pursuant to the authority granted by:

4.1 Chapter 160A, Article 20 "Interlocal Cooperation", Part 1 "Joint Exercise of Powers" of the North Carolina General Statutes;

4.2 Chapter 160A, Article 19 "Planning and Regulation of Development," Part 1 "General Provisions," and Part 5 "Building Inspection" of the North Carolina General Statutes; and

4.3 N.C. Gen. Stat. §§ 160D-202, -1102 (Effective January 1, 2021)

ARTICLE 5
Responsibilities of County

County agrees as follows:

5.1 County shall direct its building inspectors to exercise their powers within the Town's jurisdiction, which jurisdiction includes both the municipal boundaries of the Town and the Town's area of extraterritorial jurisdiction.

5.2 County's building inspectors are hereby empowered to exercise their powers as requested, and will enforce the County's building inspection code, and assist in the enforcement of the Town's Ordinance(s), as such may be amended from time to time. Provided, however, the County's assistance in the enforcement of the Ordinance shall be limited to only those sections that pertain to a building inspector's duties, obligations and authorities thereunder, and only upon specific request.

5.3 Notwithstanding anything to the contrary contained herein:

A. County shall not issue a building inspections permit until it has received in writing from the Town confirmation that all the Town's rules, regulations, ordinances and requirements that are not the duty of the County to inspect pursuant to this Agreement have been met, and that any applicable permits have been issued.

B. County shall not issue a temporary certificate of occupancy, nor a certificate of occupancy, until it has received in writing from the Town confirmation that

5.6 County shall take all steps and actions necessary to achieve the purposes of this Agreement.

ARTICLE 6
Responsibilities of Town

Town agrees as follows:

6.1 Town hereby authorizes and empowers County and its building inspectors to enforce County's then-current building code within the municipal limits of the Town, as well as within the area of extraterritorial jurisdiction of the Town.

6.2 Town shall promptly respond to any and all requests of County regarding verification of compliance by an applicant of all of the Town's rules, regulations, ordinances and permits.

6.3 Town shall assist County and its building inspectors in the identification of structures and enforcement of the Town's Ordinance(s).

6.4 In the enforcement of the Ordinances by the County, Town shall be responsible for the following:

A. All administrative assistance related to County's obligations hereunder. Such administrative assistance includes but is not limited to identifying properties for investigation and enforcement, scheduling hearings, providing notice to interested parties, legal publications, title searches as may be necessary, and the provision of office space to conduct hearings;

B. Any abatement or other improvements or physical alterations to any property covered by the services provided hereunder, and shall be solely responsible for the costs related to the same;

C. Filing any claims of lien, and collection and/or enforcement of the same;
and,

D. Prosecuting or defending any appeal filed by an aggrieved party.

E. Maintaining all files, records, proceedings and other documentation.

6.5 Town shall take all steps and actions necessary to achieve the purposes of this Agreement.

ARTICLE 7
Term and Termination

7.1 This Agreement is perpetual and may be terminated by either party for cause on sixty (60) days advance written notice.

7.2 Unless otherwise agreed to by the parties, and except as otherwise stated herein, this Agreement may be terminated only in accordance with the procedures set forth in N.C.G.S. Section 160A-360(g).

ARTICLE 8
Miscellaneous

8.1 Entire Agreement Modification: This Agreement supersedes all prior agreements and constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. It may not be amended or modified except by an instrument executed by all parties.

8.2 Severability: If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

8.3 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

8.4 Assignment: Except as may otherwise be expressly provided herein, no party may assign any right, obligation, or liability arising hereunder without the other party's prior written consent. Any such assignment or attempted assignment shall be null and void.

8.5 Covenant of Further Assurances: The Parties agree that from and after the date of execution of this Agreement, each upon the request of the other, take such actions as may be reasonably required to carry out the purpose and intent of this Agreement.

8.6 Headings: Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

8.7 Multiple Originals: This Agreement may be executed in duplicate multiple originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8.8 Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina.

8.9 Consideration: The consideration for the execution of this Agreement is the agreement among the parties affixing their signatures hereto to agree to the matters and things set forth herein.

IN TESTIMONY WHEREOF, JONES COUNTY has caused this instrument to be executed in its name by the Chairman of its Board of Commissioners, attested by the Clerk to said Board, and its seal to be hereunto affixed all by order of said Board of Commissioners duly given; and,

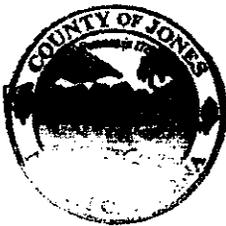
IN TESTIMONY WHEREOF, TOWN OF POLLOCKSVILLE has caused this instrument to be executed in its name by its Mayor, attested by the Town Clerk, and its seal to be hereunto affixed all by order of its Town Council duly given, all as of the day and year first above written.

JONES COUNTY

Frank Ermon
Chairman

Attest:

Clerk: Angelica Hall



TOWN OF POLLOCKSVILLE

[Signature]
Mayor

Attest:

Clerk: [Signature]

[Town Seal]



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

Jennifer Miller
Town of Pollocksville Finance Officer

**RESOLUTION PROVIDING FOR THE ISSUANCE OF A \$7,657,000
WATER SYSTEM REVENUE BOND ANTICIPATION NOTE, SERIES
2020**

BE IT RESOLVED by the Board of Commissioners (the "Board") for Jones County, North Carolina (the "County"):

Section 1. The Board has determined and does hereby find, declare and determine:

(a) Pursuant to The State and Local Government Revenue Bond Act, as amended (the "Act"), an order (the "Bond Order") authorizing not exceeding \$7,657,000 Water System Revenue Bonds of the County (the "Bonds") was adopted by the Board on the date hereof is in full force and effect.

(b) That the Bond Order authorizes the County to issue revenue bond anticipation notes in anticipation of the receipt of the proceeds of the sale of the Bonds.

(c) That none of the Bonds have been issued and it is necessary to issue a bond anticipation note (the "Note") in the principal amount of \$7,657,000 at this time in anticipation of the receipt of the proceeds of the sale of a like amount of the Bonds, the proceeds of the Note to be applied to the payment of a portion of the cost of the Project (as defined in the Bond Order).

(d) That Truist Bank has agreed to purchase the Note in the principal amount of \$7,657,000 to evidence a loan to the County, which sum will be applied to the payment of a portion of the cost of the Project.

(e) That the United States of America Department of Agriculture—Rural Development has agreed to purchase the Bonds in the aggregate principal amount of not to exceed \$7,657,000 to evidence a loan to the County, the proceeds of which will be applied, together with certain other purposes, to the repayment of the principal amount of the Note.

(f) That the Local Government Commission of North Carolina has approved the application of the County for approval of the Bonds as required by N.C.G.S. §159-85 and the issuance and private sale of the Bonds;

(g) That the Local Government Commission has approved the issuance and private sale of the Note under the provisions of Article 9 of Chapter 159 of the General Statutes of North Carolina, as amended.

(h) That (i) the County is a governmental unit with general taxing powers, (ii) the Note is not a private-activity bond, as defined in the Internal Revenue Code of 1986, as amended (the "Code") and (iii) 95 percent or more of the net proceeds of the Note are to be used for local governmental activities of the County.

Section 2. In anticipation of the receipt of the proceeds of the sale of a like amount of the Bonds, the sale and issuance, pursuant to the Act and Article 9 of Chapter 159 of the General Statutes of North Carolina, as amended, of a \$7,657,000 revenue bond anticipation note of the County is hereby authorized, which note shall be designated "Water System Revenue Bond Anticipation Note, Series 2020" (the "Note"), shall be dated the date of delivery thereof, shall mature on October 20, 2021, and shall bear interest at the rate of 1.86% per annum, which interest shall be payable upon maturity or upon redemption or prepayment of the Note without necessity of presentation of this Note for payment, and shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. No interest coupons shall be attached to the Note. The Note will be payable as to both principal and interest at Truist Bank in Charlotte, North Carolina, and both the principal of and the interest on the Note shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The Note shall be a special obligation of the County payable from the proceeds of the sale of a like amount of the Bonds and from the Net Revenues (as defined in the Bond Order). Neither the credit nor the taxing power of the County is pledged for the payment of the Note and no holder of the Note has the right to compel the exercise of the taxing power by the County or the forfeiture of any of the County's property in connection with any default thereon.

The Note shall be sold to Truist Bank, Charlotte, North Carolina at a purchase price of \$7,657,000, such purchase price and the interest rate set forth above being in the best interests of the County.

Section 3. The Note shall be signed by the Chairman of the Board of Commissioners and the Clerk to the Board of Commissioners and the official seal of the County shall be impressed on the Note. The form of the Note and the endorsement to be placed upon the reverse thereof shall be substantially as follows:

No. R-1 \$7,657,000

United States of America
State of North Carolina
County of Jones

COUNTY OF JONES
WATER SYSTEM REVENUE BOND ANTICIPATION NOTE
SERIES 2020

The County of Jones, North Carolina (the "County"), a body corporate and politic duly organized and validly existing under the laws of the State of North Carolina, is justly indebted and for value received hereby promises to pay, solely from the sources and as hereinafter provided, to Truist Bank or its registered assigns, on the 20th day of October, 2021, the principal sum of

SEVEN MILLION SIX HUNDRED FIFTY-SEVEN THOUSAND DOLLARS

and to pay interest thereon from the date hereof, calculated on the basis of a 360-day year consisting of twelve 30-day months, solely from such sources, at the rate of one and eighty-six one-hundredths per centum (1.86%) per annum, payable upon the maturity or upon redemption or prepayment of this Note without necessity of presentation of this Note for payment. Both the principal of and the interest on this Note are payable at Truist Bank in Charlotte, North Carolina, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. This Note is issued pursuant to and in accordance with Article 5 and Article 9 of Chapter 159 of the General Statutes of North Carolina, both as amended, a bond order adopted by the Board of Commissioners (the "Board") for the County on April 6, 2020 (the "Bond Order"), and a resolution adopted by the Board on April 6, 2020 (the "Note Resolution"). This Note is issued in anticipation of the receipt of the proceeds of the sale of a like amount of the County's Water System Revenue Bonds, and the proceeds hereof shall be used to pay a portion of the cost of the Project (as defined in the Bond Order).

This Note is a special obligation of the County payable solely from the Net Revenues (as defined in the Bond Order) and from the proceeds of said Water System Revenue Bonds of the County. Neither the credit nor the taxing power of the County is pledged for the payment of this Note and no holder of this Note has the right to compel the exercise of the taxing power by the County or the forfeiture of any of the County's property in connection with any default hereon. Reference is hereby made to the Bond Order and the Note Resolution and to all amendments and supplements thereto for a description of the provisions, among others, respecting the nature and extent of the security, the rights, duties and obligations of the County, the rights of the holder of this Note and the terms upon which this Note is issued and secured.

This Note is subject to prepayment in whole, but not in part, at any time prior to maturity upon thirty days prior written notice to the holder of the Note.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of North Carolina to happen, exist and be performed precedent to and in the issuance of this Note have happened, exist and have been performed in regular and due form and time as so required.

IN WITNESS WHEREOF, the County, pursuant to a resolution adopted by the Board, has caused this Note to be signed by the Chairman of the Board of Commissioners and the Clerk to the Board of Commissioners and the official seal of the County to be impressed hereon, all as of the ____ day of April, 2020.

[Do not sign]
Chairman of the Board of Commissioners

[SEAL]

[Do not sign]
Clerk to the Board of Commissioners

[To be endorsed upon reverse of Note]

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within Note has been approved under the provisions of The State and Local Government Revenue Bond Act of North Carolina, as amended.

GREG C. GASKINS
Secretary, Local Government Commission

[Do not sign]

L.G.C. No.: _____

CERTIFICATE OF AUTHENTICATION

This Note is issued under the provisions of the within mentioned Bond Order and Note Resolution.

By: [Do not sign] _____
Finance Officer, as Bond Registrar

Date of authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY NUMBER
OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF TRANSFEREE _____
_____ the within note
and all right thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to transfer the within note on the
books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

In the presence of:

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

The signature to this assignment must correspond with the name as it appears upon the face of the within note in every particular, without alteration or enlargement or any change whatever.

Section 4. The Note is subject to prepayment in whole, but not in part, at any time prior to maturity upon thirty days prior written notice to the holder of the Note.

Section 5. The proceeds of the Note shall be deposited in a project fund to be held by Truist Bank pursuant to a Project Fund Agreement, to be dated as of its date of delivery thereof

(the "Project Fund Agreement"), between the County and Truist Bank. Amounts deposited in such project fund shall be invested in compliance with Section 159-30 of the North Carolina General Statutes, as amended, with interest earnings to be deposited to the credit of such account for the benefit of the County and applied to the costs of the Project or the fees and expenses incurred in connection with the sale and issuance of the Note or the Bonds.

In connection with the Project Fund Agreement and the contemplation of the disbursement of funds from the Project Fund, Truist Bank has requested the County to enter into a Wire Transfer Agreement (the "Wire Transfer Agreement"), between the County and Truist Bank, setting forth certain understandings between the County and Truist Bank with respect to the electronic transfer of funds in the Project Fund

The Chairman of the Board of Commissioners, the County Manager and the Finance Officer of the County are each hereby authorized to execute and deliver on behalf of the County a Project Fund Agreement and a Wire Transfer Agreement containing such provisions not inconsistent with the provisions of this resolution as the person executing such document, with the advice of counsel, shall approve. The Clerk to the Board of Commissioners or any deputy or assistant Clerk to the Board of Commissioners is hereby authorized and directed to affix the official seal of the County to the Project Fund Agreement and Wire Transfer Agreement and to attest the same as may be required.

Section 6. The County covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended or as may be amended from time to time, and any Treasury regulations now or hereafter promulgated thereunder, to the extent necessary so that interest on

the Note will not be included in the gross income of the owners of the Note for purposes of federal income tax.

Section 7. The County hereby represents that it reasonably expects that it and all subordinate entities thereof will not issue in the aggregate more than \$10,000,000 of tax-exempt obligations (not counting private-activity bonds except for qualified 501(c)(3) bonds as defined in the Code) during calendar year 2020. In addition, the County hereby designates the Note as a “qualified tax-exempt obligation” for the purposes of Section 265(b)(3) of the Code.

Section 8. The officers, attorneys, employees and other agents of the County are hereby authorized to sign all certificates and instruments and to do all acts and things required of them by this resolution for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Note and this resolution.

Section 9. This resolution shall take effect upon its passage.

BOND ORDER AUTHORIZING THE ISSUANCE OF WATER SYSTEM REVENUE BONDS TO PROVIDE FUNDS TO CONSTRUCT IMPROVEMENTS TO THE COUNTY'S WATER SYSTEM; PROVIDING FOR THE ISSUANCE OF ADDITIONAL REVENUE BONDS; PROVIDING FOR THE ISSUANCE OF REVENUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF REVENUE BONDS; PROVIDING FOR THE COLLECTION OF SERVICE CHARGES FOR THE USE OF THE WATER SYSTEM; PROVIDING FOR THE CREATION OF CERTAIN SPECIAL FUNDS; PLEDGING TO THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON THE REVENUE BONDS AND NOTES CERTAIN REVENUES OF THE WATER SYSTEM; SETTING FORTH THE RIGHTS AND REMEDIES OF HOLDERS; AND SETTING FORTH THE DETAILS OF CERTAIN RELATED MATTERS

WHEREAS, the County of Jones, North Carolina (the "County") is authorized by The State and Local Government Revenue Bond Act to issue its revenue bonds to provide moneys for the acquisition, construction, reconstruction, extension, improvement or payment of the cost of one or more revenue bond projects, including water systems or facilities; and

WHEREAS, the County desires to finance the cost of the undertaking in which it is engaged consisting of various improvements to the County's water system, including, without limitation, the acquisition and construction of two new wells, an elevated storage facility, a new water treatment facility, mains and lines and new controls systems (collectively, the "Project"); and

WHEREAS, the County has requested the Local Government Commission of North Carolina to approve the application of the County for the issuance of revenue bonds in an amount not exceeding \$7,657,000 for the purpose of providing funds, together with other available funds, to finance the cost of the Project, and such approval is expected to be obtained on April 7, 2020;

NOW, THEREFORE, BE IT ORDERED by the County of Jones, North Carolina, as follows:

ARTICLE I

GENERAL PROVISIONS AND DEFINITIONS

Section 1.01. Contract with Holders. In consideration of the purchase and acceptance of the Bonds by those who shall hold the same from time to time, the provisions of this Bond Order shall be deemed to be and shall constitute a contract between the County and the Holders from time to time of the Bonds; and the covenants and agreements herein set forth to be performed by or on behalf of the County shall be for the equal benefit, protection and security of the Holders of any and all of the Bonds so issued or to be issued, without preference, priority or distinction as to lien or otherwise, except as otherwise hereinafter provided, of any one Bond over any other Bond by reason of priority in the issue, sale or negotiation thereof, or otherwise.

Section 1.02. Definitions. The following words and terms as used in this Bond Order shall have the following meanings, unless some other meaning is manifestly intended:

“Act” means The State and Local Government Revenue Bond Act, constituting Article 5 of Chapter 159 of the General Statutes of North Carolina, as amended.

“Additional Bonds” means the Bonds referred to in Article III hereof.

“Annual Budget” means any budget or amended budget of Operating Expenses adopted or in effect pursuant to Section 7.08 of this Bond Order.

“Auditors” means the independent firm of certified public accountants that is employed by the County to audit the County’s books and accounts at the end of each Fiscal Year.

“Board” means the Board of County Commissioners for the County of Jones, North Carolina, or the board or body in which the general legislative powers of the County shall now or hereafter be vested.

“Bond” or “Bonds” means any bond or bonds authorized by this Bond Order and includes the bond anticipation notes authorized pursuant to Section 2.10, the Initial Bonds and any Additional Bonds issued in accordance with this Bond Order. For purposes of this Bond Order, “Bonds” shall also include obligations or debt instruments issued to the State as part of the State’s clean water bond loan program.

“Bondholder” or “Holder” or any similar term, when used with reference to a Bond or Bonds means any person who shall be the registered owner of any outstanding Bond or Bonds.

“Bond Order” means this Bond Order, together with all orders amendatory hereof and all orders supplemental hereto as herein permitted.

“Bond Registrar” means the Finance Officer of the County or any successor as appointed by the Board.

“Chair of the Commissioners” means the Chair of the Board or the officer succeeding to or exercising his or her principal functions and duties.

“Clerk” means the Clerk to the Board or the officer succeeding to or exercising his or her principal functions and duties.

“Commission” means the Local Government Commission of North Carolina.

“Consulting Engineers” means an engineer or engineering firm at the time employed by the County under the provisions of Section 7.06 to perform the functions and duties imposed on the Consulting Engineers by this Bond Order.

“Counsel” means an attorney or firm of attorneys selected by the County.

“County” means the County of Jones, North Carolina.

“Debt Service Fund” means the fund created and so designated by Section 5.02.

“Debt Service Requirement” means, with respect to Bonds in any Fiscal Year, the sum of (a) the amount required to pay the interest on the Bonds then outstanding which is payable in such Fiscal Year and (b) the amount required to pay the principal of the Bonds then outstanding which is payable in such Fiscal Year, the computation of such amount to be based on the assumption that (i) the Bonds at the time outstanding will be retired according to their stated maturities or mandatory redemption requirements, (ii) any bond anticipation notes issued pursuant to this Bond Order and maturing during such Fiscal year will be refunded with Additional Bonds such that the principal amount of such bond anticipation notes is not due and payable by the County from Net Revenues in such Fiscal Year and (iii) if the Bonds bear interest at a variable rate, the rate is the ceiling rate.

“Debt Service Reserve Fund” means the fund created and so designated by Section 5.02 of this Bond Order.

“Debt Service Reserve Fund Requirement” means an amount equal to the maximum Debt Service Requirement for any Fiscal Year, excluding that portion of the maximum Debt Service Requirement relating to Bonds issued to the State as part of the State’s clean water bond loan program.

“Depository” means any bank or trust company duly authorized under the laws of the United States of America or the State of North Carolina to engage in the banking business within said State and designated by the Board as a depository of moneys under the provisions of this Bond Order.

“Finance Officer” means the Finance Officer of the County or the officer succeeding to his or her principal functions and duties.

“Fiscal Year” means the period of twelve months commencing on July 1 of any year and ending on June 30 of the following year.

“Identifiable Bondholder” means any Holder who shall have filed with the Bond Registrar a request in writing setting forth such Holder’s name and address and the particular

reports, notices or other documents which the Holder desires to receive and which shall be mailed to the Holder under the provisions of this Bond Order.

“Initial Bonds” means the initial series of bond anticipation notes authorized under Section 2.10 and the Bonds authorized under Section 2.01 of this Bond Order.

“Net Revenues” means the Revenues received by the County during any period less the Operating Expenses for such Fiscal Year.

“Operating Expenses” means the County’s reasonable and necessary current expenses of maintaining, repairing and operating the System, including, without limiting the generality of the foregoing, all administrative, general and commercial expenses, insurance and surety bond premiums, payments for the billing and collection of Service Charges, architectural and engineering expenses, fees and expenses of the Bond Registrar and the Bond Registrar, legal expenses, any taxes which may be lawfully imposed on the County or its income or operations or the property under its control, ordinary and current rentals of equipment or other property, usual expenses of maintenance and repair, and any other current expenses required to be paid by the County under the provisions of this Bond Order or by law, all to the extent properly and directly attributable to the System, but not including any reserves for operation, maintenance or repair or any allowance for depreciation, amortization, interest or similar charges.

“Project” means Project as defined in the preamble to this Bond Order.

“Qualified Investments” means any investments of political subdivisions of the State permitted under Section 15930 of the General Statutes of North Carolina, as amended, or any successor provision.

“Revenue Fund” means the fund created and so designated by Section 5.02 of this Bond Order.

“Revenues” means all income received by the County from, in connection with, or as a result of, its ownership or operation of the System, including all moneys received in payment of rates, fees and other charges for the use of and for the services furnished by the System and investment income, but excluding the proceeds of any borrowing for payment of the costs of, or grants or donations intended for, specific System Improvements.

“Secretary” means the Secretary of the Commission or his or her designated assistant.

“Series Resolution” means the resolution of the Board providing for the issuance of any Bonds or Notes and fixing the details thereof.

“Service Charges” means rates, fees and charges, including service, connection and other charges, for the use of, and for the services and facilities furnished or to be furnished by the System, as prescribed or fixed by the Board.

“State Treasurer” means the Treasurer of the State of North Carolina or his or her designated assistant.

“Subordinated Indebtedness” means indebtedness the terms of which shall provide that it shall be subordinate and junior in right of payment to the prior payment in full of the Bonds. For purposes of this Bond Order, obligations or debt instruments issued to the State as part of the State’s clean water revolving loan program are deemed to be Subordinated Indebtedness for purpose of this Bond Order.

“Subordinated Indebtedness Debt Service Requirement” means, with respect to Subordinated Indebtedness in any Fiscal Year, the sum of (a) the amount required to pay the interest on the Subordinated Indebtedness then outstanding which is payable in such Fiscal Year and (b) the amount required to pay the principal of the Subordinated Indebtedness then outstanding which is payable in such Fiscal Year, the computation of such amount to be based on the assumption that (i) the Subordinated Indebtedness at the time outstanding will be retired according to its stated maturity or mandatory redemption requirements and (ii) if the Subordinated Indebtedness bears interest at a variable rate, the rate is the ceiling rate.

“Surplus Fund” means the fund created and so designated by Section 5.02 of this Bond Order.

“System” means the existing water system of the County, the Project and any System Improvements.

“System Improvements” means any construction, reconstruction, improvement, enlargement, betterment or extension of the System, including all plants, works, instrumentalities and properties used or useful in collecting, treating, pumping and distributing water.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words “bond”, “owner”, “Holder” and “person” shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II

AUTHORIZATION OF PROJECT AND INITIAL BONDS; TERMS, EXECUTION, AUTHENTICATION, DELIVERY AND REGISTRATION OF BONDS

Section 2.01. Authorization of Project and Initial Bonds. The County shall issue, in accordance with and pursuant to the Act and this Bond Order, its negotiable bonds in an aggregate principal amount not exceeding \$7,657,000 for the purpose of providing funds, together with other available funds, to finance the cost of the Project and certain fees and expenses relating to the sale and issuance of the Initial Bonds.

Section 2.02. Character of Bonds. The Bonds shall be special obligations of the County payable solely from the Net Revenues.

Section 2.03. Terms of Bonds. The Bonds are issuable as fully registered bonds. The Bonds shall be dated, shall bear interest until their payment, such interest to the maturity thereof being payable at such rate or rates and at such time or times, and shall be stated to mature (subject to the right of prior redemption) at such times as set forth in the Series Resolution providing for the issuance of the Bonds. Both principal of and interest on the Bonds shall be paid by check mailed to the Holder thereof. Each Bond shall be payable with respect to principal, redemption premium if any, and interest, in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. The Bonds shall be redeemable prior to their respective maturities as provided in Article IV hereof and as additionally provided in the Series Resolution providing for the issuance of the Bonds.

Section 2.04. Execution of Bonds. Each Bond shall be executed in the name of the County by manual or facsimile signatures of the Chair of the Commissioners and the Clerk and shall have impressed or printed thereon the official seal of the County or a facsimile thereof; provided, however, that at least one manual signature must appear on each Bond (which may be the signature of the Secretary to the Commission's certificate). Any Bond may be signed, sealed or attested on behalf of the County by any person who, at the date of such act, shall hold the proper office, notwithstanding that at the date of such Bond or the date of delivery thereof such person shall not have held such office. In case any officer who shall have signed or sealed any of the Bonds shall cease to be such officer of the County before the Bonds so signed or sealed shall have been delivered, such Bonds may nevertheless be delivered as herein provided as if the person who so signed or sealed such Bonds had not ceased to be such officer.

Section 2.05. Registration and Transfer of Bonds. The County shall cause books for the registration of and for the registration of transfers of the Bonds as provided in this Bond Order to be kept by the Bond Registrar. The transfer of any Bond shall be registered upon the books kept for the registration of and registration of transfers of Bonds upon surrender thereof to the Bond Registrar together with an assignment duly executed by the Holder or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the County shall execute and the Bond Registrar shall authenticate and deliver in exchange for such Bond a new Bond of the same series registered in the name of the

transferee in an aggregate principal amount equal to the unpaid principal amount of such Bond, having maturities corresponding to the principal installments of said Bond and bearing interest at the same rate.

In all cases in which the Bonds shall be transferred hereunder, the County shall execute, the Bond Registrar shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Bond Order. The County and the Bond Registrar may make a charge for every such transfer of Bonds sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to such transfer. Neither the County nor the Bond Registrar shall be required to make any such registration of transfer of Bonds during the fifteen (15) days immediately preceding an interest payment date on the Bonds or in the case of any proposed redemption of Bonds, immediately preceding the date of mailing of notice of such redemption, or after such Bond or any portion thereof has been selected for redemption.

In no event will the Bond Registrar transfer any Initial Bond or any Additional Bond to any person other than a bank, an insurance company or a similar financial institution unless the Commission has previously approved such transfer.

Section 2.06. Ownership of Bonds. As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of and the interest on any such Bond shall be made only to the Holder thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond including the interest thereon to the extent of the sum or sums so paid.

Section 2.07. Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the County may prepare and cause to be executed, authenticated and delivered a new Bond of like tenor, number and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond and upon surrender of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, upon the owner furnishing to the satisfaction of the Bond Registrar, the Commission and the County evidence that such Bond has been destroyed, stolen or lost, proof of the ownership thereof, a surety Bond or other indemnification instrument in twice the face amount of the Bond or in such other amount required by applicable law, payment of the cost of preparing and issuing any new Bonds, including the reasonable expenses and charges of the County and the Bond Registrar in connection therewith and evidence of compliance with such other reasonable regulations as the Bond Registrar and Board may prescribe. All Bonds surrendered hereunder shall be surrendered to the Bond Registrar and shall be cancelled. All Bonds issued in accordance with this Section shall be signed by the Chair of the Commissioners and the Clerk who are in office at the time and shall contain a recital to the effect that they are issued in exchange for or in place of certain Bonds and are to be deemed a part of the same series as such Bonds.

Section 2.08. Authentication of Initial Bonds. The Initial Bonds shall be executed substantially in the manner hereinabove set forth and shall be deposited with the Bond Registrar for authentication, but prior to or simultaneously with the authentication by the Bond Registrar

and delivery of the Initial Bonds by the State Treasurer there shall be filed with the Bond Registrar the following:

(a) copies, certified by the Clerk to be true and correct copies, of this Bond Order and the Series Resolution prescribing the details of the Initial Bonds, including form, maturities and redemption provisions;

(b) a certificate of the Commission showing the award of the Initial Bonds and specifying the interest rate or rates thereof; and

(c) an opinion of Counsel to the effect that the issuance of the Initial Bonds has been duly authorized.

No Bond shall be valid or obligatory for any purpose unless authenticated by the Bond Registrar.

When the documents mentioned in clauses (a) to (c), inclusive, of this Section shall have been filed with the Bond Registrar and when the Initial Bonds shall have been executed and authenticated as required by this Bond Order, the Bond Registrar shall authenticate and deliver the Initial Bonds to or upon the order of the purchasers thereof, but only upon payment to the State Treasurer of the purchase price of the Initial Bonds. The Bond Registrar shall be entitled to rely upon the foregoing certificates with respect to the matters contained therein.

Section 2.09. Approval of Issuance and Sale of Initial Bonds. None of the Initial Bonds shall be issued unless they are approved and sold by the Commission and until the Secretary shall have endorsed thereon a certificate evidencing approval in accordance with the provisions of the Act.

Section 2.10. Issuance of Revenue Bond Anticipation Notes. The County is authorized to issue, in anticipation of the receipt of the net proceeds of any Bonds, Water System revenue bond anticipation notes for the purpose of providing funds to pay the cost of the Project or any System Improvements. The payment of the principal of, redemption premium, if any, and interest on said notes shall be secured by a pledge, charge and lien upon the proceeds of any Bonds, if and when issued, and by the pledge of the Net Revenues pursuant to Section 5.03. The Revenues, as received by the County, shall immediately be subject to the lien of the pledge of the Net Revenues without any physical delivery thereof or further act. All covenants, obligations and agreements of the County contained in this Bond Order shall be deemed to be covenants, obligations and agreements of the County with the Holders of any notes hereafter issued.

ARTICLE III

ADDITIONAL BONDS

Section 3.01. Refunding of Outstanding Bonds. The County may, to the extent permitted by the Act and the provisions of this Section, issue, from time to time, bonds or bond anticipation notes (herein referred to as "Additional Bonds") which shall be payable from the same funds as previously issued Bonds for the purpose of refunding all or any portion of the Initial Bonds or any Additional Bonds. Except as to any difference in the maturities thereof or in the rate or rates of interest or the provisions for redemption, such refunding obligations shall be on a parity with and shall be entitled to the same benefit and security of this Bond Order as other Bonds. The Bond Registrar shall not authenticate and deliver any Additional Bonds for this purpose unless theretofore or simultaneously therewith there shall have been filed with the Bond Registrar the following:

(a) a copy, certified by the Clerk to be a true and correct copy, of the Series Resolution authorizing the issuance of the Additional Bonds and prescribing the details thereof;

(b) a certificate of the Commission showing the award of the Additional Bonds and specifying the interest rate or rates thereof;

(c) a copy, certified by the Clerk to be a true and correct copy, of the resolution (which may be incorporated in the Series Resolution) of the Board directing the authentication of the Additional Bonds and the delivery thereof to or upon the order of the purchasers therein named upon payment of the purchase price therein set forth;

(d) an opinion of Counsel to the effect that the issuance of the Additional Bonds has been duly authorized and that all conditions precedent to the delivery of the Additional Bonds have been fulfilled and further stating that the County is in compliance with all covenants and undertakings in connection with all outstanding Bonds; and

(e) such documents as shall be required by the Bond Registrar to evidence that provision has been satisfactorily made for the redemption of the Bonds to be refunded.

When the documents mentioned in clauses (a) to (e), inclusive, of this Section shall have been filed with the Bond Registrar and when said Additional Bonds shall have been executed and authenticated as required by this Bond Order, the Bond Registrar shall deliver said Additional Bonds to or upon the order of the purchasers thereof, but only upon payment to the State Treasurer of the purchase price of said Additional Bonds.

Section 3.02. Financing of System Improvements. The County may, to the extent permitted by the Act and the provisions of this Section, issue, from time to time, bonds or bond anticipation notes (herein referred to as "Additional Bonds"), which shall be payable from the same funds as previously issued Bonds for the purpose of financing System Improvements. Except as to any difference in the maturities thereof or in the rate or rates of interest or the provisions for redemption, such obligations shall be on a parity with and shall be entitled to the same benefit and security of this Bond Order as all other Bonds. The Bond Registrar shall not

authenticate and deliver any Additional Bonds for this purpose unless theretofore or simultaneously therewith there shall have been filed with the Bond Registrar, the following:

(a) a copy, certified by the Clerk to be a true and correct copy, of the Series Resolution authorizing the issuance of the Additional Bonds and prescribing the details thereof and providing that the System Improvements to be financed with the proceeds thereof are thereby made a part of the System and that the revenues of such System Improvements are thereby pledged to the Additional Bonds and as additional security for the outstanding Bonds;

(b) a certificate of the Commission showing the award of said Additional Bonds and specifying the interest rate or rates thereof;

(c) a copy, certified by the Clerk to be a true and correct copy, of the resolution (which may be incorporated in the Series Resolution) of the Board directing the authentication of said Additional Bonds and the delivery thereof to or upon the order of the purchasers therein named upon payment of the purchase price therein set forth;

(d) an opinion of Counsel to the effect that the issuance of said Additional Bonds has been duly authorized and that all conditions precedent to the delivery of said Additional Bonds have been fulfilled and further stating that the County is in compliance with all covenants and undertakings in connection with all outstanding Bonds; and

(e) a certificate, signed by the County Representative stating that all payments required by Section 5.05 into the Debt Service Fund and into the Debt Service Reserve Fund prior to the beginning of the month during which the Additional Bonds are issued have been made.

Section 3.03. Approval by Local Government Commission. Additional Bonds shall not be issued unless they are approved and sold by the Commission and until the Secretary shall have endorsed thereon a certificate evidencing approval in accordance with the Act.

Section 3.04. Waiver of Additional Bonds Limitations. The limitations hereinabove set forth with respect to the issuance of Additional Bonds may be waived or modified by the written consent of Holders owning sixty per centum (60%) or more of the outstanding Bonds.

Section 3.05. Terms of Additional Bonds. Additional Bonds will be in such form, will be dated such date or dates, will mature in such installments of principal and interest, will bear interest at such rate or rates, will be in such denomination or denominations (but in all events in a minimum denomination of at least \$100,000) and may contain such provisions for prepayment prior to their respective maturities, all as provided by the County in the supplemental or amending bond order adopted to provide for their issuance. Additional Bonds will contain an appropriate series designation.

It is specifically intended and hereby provided that in providing for the issuance of Additional Bonds, the County may hereafter provide (a) for segregation of Net Revenues (or any portion thereof) into one or more special funds or accounts, (b) for Net Revenues (or any portion thereof), including any special funds or accounts as referenced in subsection (a), to be held by a third-party fiduciary for holders of Bonds, (c) for the establishment of reserves to secure payment of Bonds, and (d) for the imposition on the County of additional financial and other

covenants to provide for the security of Bonds, but only if and to the extent the Additional Bonds are issued and secured on a parity basis with the Initial Bonds. In addition, supplements or amendments to this Bond Order (or other agreements pursuant to which Bonds have been or may be issued or secured) providing for the issuance of Additional Bonds may provide for the application of moneys recovered upon the exercise of remedies on default on any basis which treats the claims of the holders of the Initial Bonds on a parity basis with the claims of the holders of such Additional Bonds. Such documents may provide for any amendments to this Bond Order or subsequent documents (i) without the consent of the owners of any Bonds, provided that such amendments do not materially adversely affect the rights and interests of any owners of the Bonds, or (ii) otherwise with the consent of the Commission and all affected owners of Bonds.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Terms and Conditions. The Bonds, and the respective installments of principal corresponding thereto, shall be subject to redemption, both in whole and in part, at such times and prices, as may be provided by the Series Resolution authorizing the issuance of such Bonds.

Section 4.02. Notice of Redemption and Prepayment. Whenever the County shall elect to redeem Bonds notice thereof, stating the redemption date and place of payment and identifying the Bonds by reference to their numbers and further stating that on such redemption date there shall become due and payable upon each Bond so to be redeemed the principal thereof and the redemption premium, if any, together with the interest accrued to the redemption date and that from and after such date interest thereon shall cease to accrue, shall be given as may be provided by the Series Resolution authorizing the issuance of such Bonds.

Section 4.03. Payment of Redeemed Bonds. Notice having been given in the manner provided, the Bonds so called for redemption shall become due and payable on the redemption date so designated at the redemption price set forth in said notice.

If, on the redemption date, moneys for payment of the redemption price of all the Bonds to be redeemed shall be available therefor at the place of payment specified in the notice of redemption, then from and after the redemption date, the Bonds or the installments of principal thereof so called for redemption shall cease to bear interest. All moneys held for the redemption of particular Bond or for the prepayment of particular installments thereof shall be held in trust for the account of the Holders of the Bonds so to be redeemed or prepaid.

If said moneys shall not be so available on the redemption date, said Bonds shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Section 4.04. Cancellation of Redeemed Bonds. All Bonds redeemed prior to maturity shall be cancelled forthwith in accordance with Section 5.10 hereof.

ARTICLE V

REVENUES AND FUNDS

Section 5.01. Rates and Charges. The County covenants and agrees that, subject to any applicable requirements of law or regulations, it will fix Service Charges and from time to time to revise such Service Charges in such manner that the Net Revenues for each Fiscal Year shall not be less than one hundred ten percent (110%) of the Debt Service Requirement for such Fiscal Year and one hundred percent (100%) of the Subordinated Indebtedness Debt Service Reserve Requirement for such Fiscal Year.

The County covenants that it will not reduce the Service Charges unless the Revenues after any such reduction of Service Charges will, in the opinion of the Consulting Engineers, be not less in each subsequent Fiscal Year than the total of the amounts referred to in subdivision (c) of this Section and further that it will not reduce the Service Charges unless:

(a) all deposits shall have been made to the credit of the Debt Service Fund or with respect to debt service which are required by this Article to have been made prior to the time of such reduction;

(b) the amount then on deposit to the credit of the Debt Service Reserve Fund shall be not less than the Debt Service Reserve Fund Requirement;

(c) the total amount of the Revenues during the preceding Fiscal Year shall have been not less than the total of the following:

(1) the Operating Expenses during the current Fiscal Year as shown by the Annual Budget for such Fiscal Year, and

(2) one hundred ten per centum (110%) of the maximum Debt Service Requirement for any Fiscal Year thereafter; and

(3) one hundred per centum (100%) of the maximum Subordinated Indebtedness Debt Service Requirement for any Fiscal Year thereafter; and

(d) the Revenues after any such reduction of Service Charges will, in the opinion of the Consulting Engineers, be not less in the then current Fiscal Year and in each subsequent Fiscal Year than the total of the amounts referred to in subdivision (c) of this Section.

Forthwith upon the adoption of any revision of the Service Charges, the County will cause certified copies thereof to be filed with the Consulting Engineers and the Commission and mailed, upon request, to each Identifiable Bondholder.

The County further covenants that if the Revenues in any Fiscal Year shall be less than the total amount set forth in the first paragraph of this Section, the County will immediately request the Consulting Engineers to make their recommendations regarding revision of the schedule of Service Charges and improvements in the operation of or services rendered by the System, and copies of such request and of the recommendations of the Consulting Engineers

shall be filed with the Commission and mailed by the Clerk, upon request, to each Identifiable Bondholder. Anything in this Bond Order to the contrary notwithstanding, if the County shall substantially comply with all the recommendations, of the Consulting Engineers respecting the schedule of Service Charges and improvements in the operation of or services rendered by the System, it will not constitute an event of default under this Bond Order if the Net Revenues shall be less than the amount set forth in the first paragraph of the Section; provided, however, that such Net Revenues are sufficient to meet the Debt Service Requirement. Notwithstanding the foregoing, if for any year the Revenues are less than the amount required as set forth above, the owners of 100% of the Bonds outstanding may waive the requirement that the County request recommendations of the Consulting Engineers and if such a waiver is rendered the failure to collect the required Revenues shall not constitute an Event of Default.

Section 5.02. Creation of Funds and Accounts. There are hereby created the following designated special funds and accounts: (a) Jones County Water System Revenue Fund (hereinafter called the "Revenue Fund"); (b) Jones County Water System Debt Service Fund (hereinafter called the "Debt Service Fund"); (c) Jones County Water System Debt Service Reserve Fund (hereinafter called the "Debt Service Reserve Fund"); and (d) Jones County Water System Surplus Fund (hereinafter called the "Surplus Fund). The moneys in each Fund and Account shall be held by the County in trust with a Depository and applied as hereinafter provided in this Article. Each Fund and Account shall be maintained as long as any of the Bonds are outstanding.

Section 5.03. Pledge of Net Revenues. The County hereby pledges the Net Revenues to secure the payment of the principal of, redemption premium, if any, and interest on the Bonds. The Revenues, as received by the County, shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act and the lien of this pledge shall have priority over any or all other obligations and liabilities of the County, including any general obligation bonds, or notes issued in anticipation thereof, heretofore or hereafter issued by the County for the purpose of providing water systems or facilities and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the County irrespective of whether such parties have notice thereof.

Section 5.04. Application of Revenues Received by the County. All Revenues collected by or on behalf of the County shall be deposited by the County as soon as practicable following the receipt thereof and held by the Depository in the Revenue Fund. The County shall pay from the moneys in the Revenue Fund, among other things, Operating Expenses in accordance with the Annual Budget, Debt Service Requirements with respect to the Bonds in each Fiscal Year, and the purchase or redemption price of the Bonds. The County shall also deposit to the credit of a special account established with the Depository an amount in each month equal to the deposits to the Debt Service Reserve Fund required pursuant to Section 5.05(b) hereof.

Section 5.05. Withdrawals from the Revenue Fund. Operating Expenses shall be paid by the County from the Revenue Fund as the same become due and payable in conformity with the applicable budgetary and payment procedures of the County. Additionally, the County, on or before the 20th day of each month, commencing in the month following the month in which the Project commences operation, withdraw from the Revenue Fund an amount equal to the amount

of all moneys held for the credit of said Fund on the last day of the preceding month and deposit such sum to the credit of the following Funds in the following order:

(a) to the credit of the Debt Service Fund, such amount thereof (or the entire sum so withdrawn if less than the required amount) as may be required to make the total amount then to the credit of such Fund equal to the amount of interest then or to become within the next ensuing twelve (12) months due and payable on the Bonds then outstanding and the amount of principal of the Bonds then or to become within the next ensuing twelve (12) months due and payable;

(b) to the credit of the Debt Service Reserve Fund, until the amount on deposit therein is equal to the Debt Service Reserve Fund Requirement, an amount equal to 1/120 of the Debt Service Reserve Requirement; and

(c) to the credit of the Surplus Fund the balance, if any, remaining after making the deposits under clauses (a) and (b) above;

Provided, however, that if the amount so deposited in any month to the credit of any Fund mentioned in Section 5.05 hereof shall be less than the required amount, the requirement therefor shall nevertheless be cumulative and the amount of any deficiency in any month shall be added to the amount otherwise required to be deposited to the credit of such Fund in each month thereafter until such time as such deficiency shall be made up.

Section 5.06. Application of Moneys in Debt Service Fund. All moneys in the Debt Service Fund shall be held in trust for the payment of the principal of and the interest on the Bonds and no amount shall be withdrawn from or paid out of such Fund except as provided herein. The County shall, from time to time, withdraw from the Debt Service Fund and (1) remit by mail or wire transfer to the Holder of each Bond the amount required for paying interest upon such Bond as such interest becomes due, and (2) set aside in trust an amount equal to the amount of, and for the sole and exclusive purpose of thereafter paying the principal of all Bonds as such principal becomes due.

Section 5.07. Application of Moneys in Debt Service Reserve Fund. Moneys held for the credit of the Debt Service Reserve Fund shall be used for the purpose of paying interest on the Bonds and maturing principal of Bonds whenever and to the extent that the moneys held for the credit of the Debt Service Fund shall be insufficient for such purpose, and the County shall transfer funds from the Debt Service Reserve Fund to the Debt Service Fund as necessary to make such payments. Any moneys so withdrawn from such Fund shall be restored from available moneys in the Revenue Fund, subject to the same conditions as are prescribed for deposits to the credit of such Fund under the provisions of Section 5.05 hereof. If at any time the moneys held for the credit of the Debt Service Reserve Fund shall exceed the requirement for such Fund under the provisions of clause (b) of Section 5.05 hereof, such excess may be transferred by the credit of the Surplus Fund.

Section 5.08. Application of Surplus Fund. If, at any time, the amount available in the Revenue Fund is or has been insufficient to make required payments into the Debt Service Fund or the Debt Service Reserve Fund, the County shall withdraw from the Surplus Fund, to the

extent the moneys therein are available, and pay into the Revenue Fund, such amount as is required to remedy such deficiency.

Moneys held for the credit of the Surplus Fund and not at the time required to be so withdrawn from such Fund may be withdrawn and applied by the County, without accounting therefor to the Holders, for any lawful purpose, including, without limitation, to pay debt service on general obligation indebtedness or installment financing, capital lease or similar obligations of the County.

Section 5.09. Unclaimed Moneys. All moneys which the County shall have withdrawn from the Debt Service Fund and Debt Service Reserve Fund or shall have received from any other source and set aside for the purpose of paying any of the Bonds hereby secured, either at the maturity thereof or upon call for redemption shall be held in trust for the respective Holders of such Bonds. Any moneys which shall be set aside and which shall remain unclaimed by the Holders of such Bonds for the period of five years after the date on which such Bonds shall have become payable shall be treated as abandoned property pursuant to the provisions of G.S. 116B-53, and the County shall report and remit this property to the Escheat Fund according to the requirements of Article 1 of Chapter 116B of the North Carolina General Statutes. Thereafter the Holders of such Bonds shall look only to the Escheat Fund for payment and then only to the extent of the amounts so received without any interest thereon, and the County shall have no responsibility with respect to such moneys.

Section 5.10. Cancellation. All Bonds paid, redeemed or purchased either at or before maturity, shall, at the direction of the County, be delivered to the Bond Registrar or to the County when such payment, redemption or purchase is made and such Bonds shall thereupon be cancelled. All Bonds cancelled under any of the provisions of this Bond Order shall be destroyed by the Bond Registrar which shall execute a certificate in duplicate describing the Bonds so destroyed, and one executed certificate shall be filed with the County and the second executed certificate shall be retained by the Bond Registrar.

ARTICLE VI

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 6.01. Security for Deposits. All moneys deposited with the County or any other Depository designated by the Board hereunder in excess of the amount guaranteed by the Federal Deposit Insurance Corporation or other Federal agency shall be continuously secured, for the benefit of the County and the Holders of the Bonds, in such manner as may then be required or permitted by applicable state or Federal laws and regulations regarding the security for, or granting a preference in the case of, the deposit of trust funds, including applicable regulations of the Commission.

Section 6.02. Investment of Funds. Moneys held for the credit of the Revenue Fund, the Debt Service Fund and the Surplus Fund shall, as nearly as may be practicable, be continuously invested and reinvested in Qualified Investments which shall mature, or which shall be subject to redemption by the holder thereof at the option of such holder, not later than the respective dates when the moneys held for the credit of each such Fund or Account will be required for the purposes intended. Moneys held for the credit of the Debt Service Reserve Fund shall, as nearly as may be practicable, be continuously invested and reinvested in Qualified Investments which shall mature, or which shall be subject to redemption by the holder thereof at the option of such holder, not later than three years after the date of such investment. Obligations and certificates of deposit purchased as investments of moneys in any such Fund or Account shall be deemed at all times to be part of such Fund or Account, and the interest accruing thereon and any profit realized therefrom shall be credited to such Fund or Account, and any loss resulting therefrom shall be charged to such Fund or Account. The County shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it shall be necessary so to do in order to provide moneys to meet any payment or transfer from any such Fund or Account. Neither the County nor the County Representative shall be liable or responsible for any loss resulting from any such investment. For the purpose of determining the amount on deposit to the credit of any such Fund or Account, obligations in which moneys in such Fund or Account have been invested shall be valued at the lower of cost or market.

ARTICLE VII

PARTICULAR COVENANTS

Section 7.01. Payment of Bonds and Observance of Covenants. The County covenants that it will promptly pay the principal of and the interest on every Bond issued under the provisions of this Bond Order at the places, on the dates and in the manner provided herein and in said Bonds and any premium required for the retirement of said Bonds by purchase or redemption, according to the true intent and meaning thereof. Except as in this Bond Order otherwise provided, the principal, interest and premiums are payable solely from Net Revenues, which are hereby pledged to the payment thereof in the manner and to the extent hereinabove particularly specified, and nothing in the Bonds or in this Bond Order shall be construed as obligating the County to pay the Bonds or the interest thereon except from Net Revenues or as pledging the faith and credit of the County or as obligating the County, directly or indirectly or contingently, to levy or to pledge any form of ad valorem tax whatever therefor. The County covenants that it shall faithfully do and perform and at all times fully observe any and all covenants, undertakings, stipulations and provisions contained herein or in the Bonds.

Section 7.02. Construction of Project and System Improvements. The County covenants that it will forthwith diligently proceed to complete the Project and any System Improvements in accordance with plans and specifications which shall have been approved by the Consulting Engineers and in conformity with law and all requirements of all governmental authorities having jurisdiction thereover, and that it will complete such construction with all expedition practicable.

The County further covenants and agrees that it will require each person, firm or corporation with whom it may contract for labor or materials in connection with the construction of the Project or any System Improvements to furnish a performance bond as required by law to insure completion and performance of such contract, or, in lieu thereof, to deposit with the Depository marketable securities having a market value equal to the amount of such contract and eligible as security for the deposit of trust funds under regulations of the Comptroller of the Currency of the United States, and to carry such workmen's compensation or employers' liability insurance as may be required by law and such builders, risk insurance, if any, as may be required by the Consulting Engineers. The County further covenants and agrees that in the event of any default under any such contract and the failure of the surety to complete the contract, the proceeds of any such performance bond or securities shall forthwith, upon receipt of such proceeds, be applied toward the completion of the contract in connection with which such performance bond or securities shall have been furnished.

Section 7.03. Operation and Maintenance of System. The County covenants that it shall at all times operate the System properly and in a sound and economical manner, and shall maintain, preserve and keep the same properly or cause the same to be so maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted.

Section 7.04. Rules, Regulations and Other Details. The County covenants that it shall establish and shall enforce reasonable rules and regulations governing the operation, use and services of the System and that all compensations, salaries, fees and wages paid by the County in connection with the maintenance, repair and operation of the System shall be reasonable. The County shall observe and perform or shall cause to be observed and performed all of the terms and conditions contained in the Act, and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the System or the County.

The County further covenants that:

(a) it may require the owner, tenant or occupant of each lot or parcel of land within the County who is obligated to pay rates, fees or charges for the services and facilities furnished by the System to make a reasonable deposit with the County in advance to insure the payment of such rates, fees or charges and to be subject to application to the payment thereof if and when delinquent;

(b) if any rates, fees or charges for the services and facilities furnished by the System shall not be paid within thirty days after the same shall become due and payable, the County shall at the expiration of such thirty-day period disconnect the premises from the System, and the County may proceed to recover by appropriate legal action the amount of any such delinquent rates, fees or charges; and

(c) it will not render, or cause to be rendered, any free services of any nature by the System nor will preferential rates be established for users of the same class.

Section 7.05. Payment of Lawful Charges. The County covenants that, from Revenues, it will pay all taxes and assessments or other municipal or governmental charges lawfully levied or assessed upon or in respect of the System or upon any part and that, from such Revenues, it will pay or cause to be discharged, or will make adequate provision to satisfy and discharge, within sixty days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the System or any part thereof or upon such Revenues; provided, however, that nothing in this Section contained shall require the County to pay or cause to be discharged, or make provision for, any such lien or charge so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

Section 7.06 Insurance and Reconstruction. The County covenants that it will obtain and maintain insurance, with reasonable terms, conditions, provisions and costs, which the County Representative determines will afford adequate protection against such risks as are customarily insured against in connection with the operation of water systems of type and size comparable to the System. All such insurance policies shall be carried in an insurance company or companies authorized and qualified under the laws of the State of North Carolina to assume the risks thereof.

The proceeds of all such insurance covering damage to or destruction of the System shall be deposited with the County and shall be available for and shall, to the extent necessary, be

applied to the repair, replacement or reconstruction of the damaged or destroyed property, and shall be paid out in the manner determined by the County. If such proceeds are more than sufficient for such purpose, the balance remaining shall be deposited to the credit of the Surplus Fund. If such proceeds shall be insufficient for such purpose, the deficiency may be supplied out of any moneys in the Surplus Fund. The proceeds of all insurance covering loss of Revenues shall be deposited to the credit of the Revenue Fund.

Section 7.07. Annual Budget of Operating Expenses. The County covenants that it shall develop an Annual Budget for each Fiscal Year consistent with the budget preparation schedule set forth in the State's applicable fiscal control statutes. If for any reason the Board shall not have adopted the Annual Budget before the first day of any Fiscal Year, the budget for the preceding Fiscal Year shall, until the adoption of the Annual Budget, be deemed to be in force.

The Board may at any time adopt an amended or supplemental Annual Budget for the remainder of the then current Fiscal Year, but no such amended or supplemental budget shall be effective until it shall be approved in the manner hereinbefore prescribed for the Annual Budget.

The County covenants that the Operating Expenses incurred in any Fiscal Year will not exceed the reasonable and necessary amount thereof, and that it will not expend any amount or incur any obligations for maintenance, repair and operation in excess of the amounts provided for Operating Expenses in the appropriate budget. Nothing in this Section contained shall limit the amount which the County may expend for Operating Expenses in any Fiscal Year provided any amounts expended therefor in excess of the appropriate budget shall be received by the County from some source other than Revenues and the County shall not make any reimbursement therefor from such Revenues.

Section 7.08. Records, Books and Audits. The County covenants that it will keep each of the funds of the System separate from all other funds of the County and that it will keep accurate records and accounts of all items of cost and of all expenditures relating to the System and of the Revenues collected and the application of such Revenues. Such records and accounts shall at all times during normal business hours be open to the inspection of the Commission and the Holders of the Bonds.

The County further covenants that promptly after the close of each Fiscal Year it will cause an audit to be made of its books and accounts relating to the System by a firm of independent certified public accountants to be chosen by the Board and will cause an annual report of operations of the System to be prepared, such annual report to cover the matters usually contained in annual reports for similar systems. Within a reasonable time thereafter, reports of each such audit and copies of each such annual report shall be mailed by the Clerk to the Consulting Engineers, the Commission, and, upon request, to each Identifiable Bondholder. Each such audit report shall be in accordance with generally accepted accounting principles and shall set forth in respect of the preceding Fiscal Year, among other matters, the Revenues and Operating Expenses of the System, all deposits or transfers to the credit of and all withdrawals from each special fund created hereunder, the amounts on deposit at the end of such Fiscal Year to the credit of each such special fund including the details of any investment thereof, a balance sheet and also the findings of such certified public accountants whether the moneys received by the County under this Bond Order have been applied in accordance with the provisions of this

Bond Order, whether any obligations for Operating Expenses were incurred in excess of the amounts appropriated in the Annual Budget and whether the County is in default in the performance of any of the covenants contained in Article V hereof.

The County covenants that it will calculate whether it is in compliance with all debt service coverage tests set forth in this Bond Order. The County will provide annually a certificate, signed by the County Manager, the County Finance Officer or the Chair of the Commissioners that the County is in compliance with all covenants and undertakings in connection with this Bond Order and any supplemental order authorizing Bonds which remain Outstanding.

Section 7.09. Sale or Encumbrance. The County covenants that it will not sell, lease or otherwise dispose of or encumber the System or any part thereof except with the consent of one hundred percent of the Holders. Notwithstanding the foregoing, the Board may, from time to time, sell or otherwise dispose of such property forming part of the System, including machinery, fixtures, apparatus, tools, instruments or other movable property, as the Board may determine is not needed in connection with the maintenance and operation of such System. The proceeds from any sale, lease or disposition of the System, in whole or in part, shall be applied to the replacement of the properties so sold or otherwise disposed of or shall be deposited as provided in Section 5.05.

Section 7.10. Creation of Liens. The County covenants that it will not create or permit to be created any charge or lien on the Net Revenues ranking equally with or prior to the charge or lien on the Net Revenues of the Bonds issued and secured hereunder unless otherwise required by applicable law.

Section 7.11. Instruments of Further Assurance. The County covenants that at any and all times it shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver all and every such further orders, resolutions, acts, conveyances, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting and confirming all and singular the rights, Revenues and other funds hereby pledged or intended so to be, or which the County may hereafter become bound to pledge or as may be reasonable and required to carry out the purposes of the Bond Order and comply with the Act. The County further covenants that it shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Net Revenues and all the rights of the Holders against all claims and demands of all persons whomsoever.

ARTICLE VIII

DEFAULTS AND REMEDIES

Section 8.01. Events of Default. Each of the following events is hereby declared an "event of default;" that is to say, if:

(a) payment of the principal and premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at maturity or by proceedings for redemption or otherwise; or

(b) payment of any installment of interest shall not be made when the same shall become due; or

(c) the County shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

(d) any substantial part of the System, necessary for its efficient operation, shall be destroyed or damaged and shall not be promptly repaired, replaced or reconstructed (whether such failure promptly to repair, replace or reconstruct the same be occasioned by the impracticability of such repair replacement or reconstruction or the lack of funds therefor or any other reason); or

(e) an order or decree shall be entered, with the consent or acquiescence of the County, appointing a receiver or receivers of the System or of the Revenues, or if such order or decree, having been entered without the consent or acquiescence of the County shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof; or

(f) any proceeding shall be instituted, with the consent or acquiescence of the County, for the purpose of effecting a composition or agreement between the County and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable out of Revenues; or

(g) the County shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Order on the part of the County to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the County by the Holders of not less than twenty per centum (20%) in principal amount of the Bonds then outstanding.

Section 8.02. Bonds Declared Due and Payable. Upon the happening and continuance of any event of default specified in Section 8.01 of this Bond Order, then and in every such case the Holders of a majority in principal amount of the Bonds then outstanding may, by a notice in writing to the County, declare the principal of all of the Bonds then outstanding (if not then due and payable) to be due and payable immediately, and upon such declaration the same shall become and be immediately due and payable, anything contained in the Bonds or in this Bond Order to the contrary notwithstanding; provided, however, that if at any time after the principal

of the Bonds shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Bond Order, moneys shall become available to pay the principal of all matured Bonds and all arrears of interest, if any, upon all the Bonds then outstanding (except the principal of any Bonds not then due by their terms and the interest accrued on such Bonds since the last interest payment date), and all other amounts then payable by the County hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with a Depository, and every other default in the observance or performance of any covenant, condition or agreement contained in the Bonds or in this Bond Order (other than a default in the payment of the principal of such Bonds then due only because of a declaration under this Section), shall have been remedied to the satisfaction of the Holders, then and in every such case the Holders may, and upon the written request of the Holders of a majority in principal amount of the Bonds not then due by their terms and then outstanding shall, by written notice to the County, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

If at any time moneys are insufficient to pay the interest on or the principal of the Bonds as the same become due and payable, all moneys in the Debt Service Fund and Debt Service Reserve Fund, together with any moneys then available or thereafter becoming available for such purpose, shall be applied as provided in Section 11.02.

Section 8.03. Additional Remedies. Upon the happening and continuance of any event of default specified in Section 8.01 of this Bond Order, then and in every case the Holders may proceed to protect and enforce their rights hereunder and under the laws of the State of North Carolina, including the Act, by such suits, actions or special proceedings in equity or at law, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Holders, shall deem most effectual to protect and enforce such rights.

Section 8.04. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Holders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 8.05. Waiver of Default. No delay or omission of the Holders of the Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Article to the Holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

The Holders of a majority of the Bonds may waive any default which shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Bond Order or before the completion of the enforcement of any other remedy under this Bond Order, but no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

Section 8.06. Notice of Default. The County shall mail to the Commission and to the Holder of each Bond then outstanding written notice of the occurrence of any event of default set forth in Section 8.01 hereof as soon as practical, but in no event later than thirty (30) days, after the County shall have notice that any such event of default has occurred.

ARTICLE IX

APPOINTMENT OF A TRUSTEE

Section 9.01. Designation of Trustee. The County may at any time, with the approval of the Commission, appoint a Trustee to administer the provisions of this Bond Order and may adopt such supplements to this Bond Order as shall be necessary or desirable to effectuate such appointment. The Trustee shall at all times be capable of exercising trust powers in the State of North Carolina, and must be a bank or trust company with a combined capital (exclusive of borrowed capital) and surplus of at least \$100,000,000, and subject to supervision or examination by federal or state authority, so long as any Bonds are outstanding. If such bank or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

ARTICLE X

SUPPLEMENTAL ORDERS

Section 10.01. Without Consent of Holders. The Board may amend this Bond Order in any respect prior to the delivery of the Initial Bonds.

The Board may from time to time and at any time following delivery of the Initial Bonds, adopt such orders supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental orders shall thereafter form a part hereof):

(a) to cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Bond Order or in any supplemental order, or

(b) to grant to or confer upon the Holders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Holders, or

(c) to add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Bond Order other conditions, limitations and restrictions thereafter to be observed, or

(d) to add to the covenants and agreements of the County in this Bond Order other covenants and agreements thereafter to be observed by the County or to surrender any right or power herein reserved to or conferred upon the County.

At least thirty (30) days prior to the adoption of any supplemental order for any of the purposes set forth in the immediately preceding paragraph of this Section, the Bond Registrar, at the expense of the County, shall cause a notice of the proposed adoption of such supplemental order to be mailed, postage prepaid, to the owner of each Bond at the address appearing on the registration books and to the Commission. Such notice shall briefly set forth the nature of the proposed supplemental order and shall state that copies thereof are on file at the principal office of the Bond Registrar for inspection by all Holders.

Section 10.02. With Consent of Holders. Subject to the terms and provisions contained in this Section, and not otherwise, the Holders of not less than a majority in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time following delivery of any Bonds, anything contained in this Bond Order to the contrary notwithstanding, to consent to and approve the adoption, of such order or orders supplemental hereto as shall be deemed necessary or desirable by the Board (and consented to by the Commission) for the purpose of modifying, altering, amending, adding to or rescinding, in particular, any of the terms or provisions contained in this Bond Order or in any supplemental order; provided, however, that nothing herein contained shall permit, or be construed as permitting, (a) an extension of the maturity of the principal of or the interest on any Bond issued hereunder without the consent of the Holder of such Bond, or (b) a reduction in the principal amount of any Bond or the redemption premium or the rate of interest thereon without the consent of the Holder of such Bond, or (c) the creation of a lien upon or a pledge of Revenues other than the lien and pledge created by this Bond Order without the consent of the Holders of all Bonds outstanding, or (d) a

preference or priority of any Bond over any other Bond without the consent of the Holders of all Bonds outstanding or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental order without the consent of the Holders of all Bonds outstanding.

Section 10.03. Obtaining Consent of Holders. If at any time the Board shall determine that it is necessary or desirable to adopt any supplemental order for any of the purposes of Section 10.02, the Bond Registrar, at the expense of the County, shall cause notice of the proposed adoption of such supplemental order to be mailed, postage prepaid, to each Holder of Bonds at the addresses appearing on the registration books. Such notice shall briefly set forth the nature of the proposed supplemental order and shall state that copies thereof are on file at the principal corporate trust office of the Bond Registrar for inspection by all Holders. The Bond Registrar shall not, however, be subject to any liability to any Holder by reason of its failure to cause the notice required by this Section to be mailed and any such failure shall not affect the validity of such supplemental order when consented to and approved as provided in this Section.

Whenever, at any time within one year after the date of the first mailing of such notice, the County shall deliver to the Bond Registrar an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental order described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Board may adopt such supplemental order in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Bonds outstanding at the time of the adoption of such supplemental order shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such supplemental order, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Board from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any supplemental order pursuant to the provisions of this Section, this Bond Order shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Bond Order of the County, the Bond Registrar and all Holders of Bonds then outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Bond Order as so modified and amended.

Bonds owned or held by or for the account of the County shall not be deemed outstanding and shall be excluded for the purpose of any consent or any calculation provided for in this Article.

Bonds delivered after the effective date of any action taken as in this Article provided may bear a notation by endorsement or otherwise in form approved by the County and Bond Registrar as to such action. If the County and Bond Registrar shall so determine, new Bonds modified to conform to any such action shall be prepared, authenticated and delivered to the

Holder of any Bond then outstanding without cost to such Holder in exchange for and upon surrender of such outstanding Bonds.

Section 10.04. Unanimous Consent of Holders. Notwithstanding anything contained in the foregoing provisions of this Article, the terms and provisions of this Bond Order or any order supplemental hereto and the rights and obligations of the County and of the Holders of the Bonds may be modified or amended in any respect upon the adoption by the Board of an order to that effect, approved by the Bond Registrar, and the filing with the Board of the written consent of the Commission and the Holders of all the Bonds. No notice to Holders shall be required.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 11.01. Discharge of Bond Order. If, when the Bonds secured hereby shall have become due and payable in accordance with their terms or shall have been duly called for redemption and the whole amount of the principal and the interest and premium, if any, so due and payable upon all of the Bonds then outstanding shall be paid, then and in that case the right, title and interest of the Holders of the Bonds secured hereby in the Revenues and funds mentioned in this Bond Order shall thereupon cease, terminate and become void, and the County, in such case, may apply any and all balances remaining in any funds to any lawful purpose of the County as the Board shall determine; otherwise this Bond Order shall be, continue and remain in full force and effect.

Section 11.02. Payments When Funds are Insufficient. Anything in this Bond Order to the contrary notwithstanding, if at any time moneys are insufficient to pay the interest on or the principal of the Bonds as the same become due and payable (either by their terms or by acceleration of maturities), all moneys in the Debt Service Fund and Debt Service Reserve Fund, together with any moneys then available or thereafter becoming available for such purpose, shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied

first: to the payment to the persons entitled thereto of all installments of interest then due, in the order of the maturity of the installments of such interest, and if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds;

second: to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Bond Order), in the order of their due dates, with interest on such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or preference; and

third: to the payment of the interest on and the principal of the Bonds, to the purchase and retirement of Bonds and to the redemption of Bonds, all in accordance with the provisions of Article IV hereof.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of

interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds.

(c) If the principal of all of the Bonds shall have been declared due and payable and if such declaration shall thereafter have been rescinded and annulled, then the moneys then remaining in and thereafter accruing to the Debt Service Fund and the Debt Service Reserve Fund shall be applied in accordance with the provisions of paragraph (a) of this Section.

Section 11.03. Effect of County's Undertakings. All of the covenants, stipulations, obligations and agreements contained in this Bond Order shall be deemed to be covenants, stipulations, obligations and agreements of the County and of the Board to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

The Board shall have the right to enter into a contract with any public or private agency for the maintenance, operation and improvement of the System for such periods of time and under such terms and conditions which are not inconsistent with the provisions of this Bond Order as the Board shall determine to be in the best interests of the County and of the Holders of Bonds issued pursuant to the provisions of this Bond Order.

Section 11.04. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Bond Order to be given to or filed with the County or the Bond Registrar shall be deemed to have been sufficiently given or filed for all purposes of this Bond Order if and when sent by registered mail, return receipt requested to the County or to the Board if addressed to 418 Hwy 58 N, Unit A; Trenton, North Carolina 28773, Attention: Finance Officer; to the Bond Registrar, if addressed to the address set forth in the applicable Series Resolution; and to the Commission, if addressed to the Secretary, Local Government Commission, Longleaf Building, 3200 Atlantic Avenue, Raleigh, North Carolina 27604.

Section 11.05. Execution of Instruments by Holders and Proof of Ownership of Bonds. Any request, direction, consent or other instrument in writing required or permitted by this Bond Order to be signed or executed by Holders may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Holders in person or by agent appointed by an instrument in writing. Proof of the execution of any such instrument and of the ownership of Bonds shall be sufficient for any purpose of this Bond Order, and shall be conclusive in favor of the Bond Registrar with regard to any action taken by it under such instrument, if in accordance with the registration books.

Any request or consent of the Holder of any Bond shall bind every future Holder of the same Bond in respect of anything done by the Bond Registrar in pursuance of such request or consent.

Section 11.06. Parties Interested Herein. Except as herein otherwise expressly provided, nothing in this Bond Order expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the County, the Bond Registrar and the Holders of the Bonds issued under and secured by this Bond Order any right, remedy or claim, legal or equitable, under or by reason of this Bond Order or any provision hereof, this Bond Order and all its provisions being intended to be and being for the sole and exclusive benefit of the parties hereto and the Holders from time to time of the Bonds issued hereunder.

Section 11.07. Limited Obligations on Bonds. Nothing in the Bonds or in this Bond Order shall be construed as pledging either the faith and credit or the taxing power of the County for their payment, or to create any debt against the County, or as conveying or mortgaging the System or any part thereof.

Section 11.08. No Recourse Against Members, Officers or Employees of City or the Commission. No recourse under, or upon, any statement, obligation, covenant or agreement contained in this Bond Order, or in any Bond or bond anticipation note hereby secured, or in any document or certification whatsoever, or under any judgment obtained against the County or the Commission, or by the enforcement of any assessment, or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, shall be had against any member, officer or employee of the County or the Commission, either directly or through the County for the payment for or to, the County or the Commission or any receiver of either of them, or for, or to, any owner or holder of Bonds or bond anticipation notes or otherwise, of any sum that may be due and unpaid upon any such Bond or bond anticipation note. Any and all personal liability of every nature, whether at common law or in equity or by statute or by constitution or otherwise, of any such member, officer or employee to respond by reason of any act or omission on his or her part or otherwise, for the payment for, or to, the County or the Commission or any receiver of either of them, or for, or to, any owner or holder of Bonds, bond anticipation notes or otherwise, of any sum that may remain due and unpaid upon the Bonds or bond anticipation notes hereby secured or any of them, is hereby expressly waived and released as an express condition of, and in consideration for, the adoption of this Bond Order and the issuance of the Bonds.

Section 11.09. Severability of Invalid Provisions. In case any one or more of the provisions of this Bond Order or of the Bonds issued hereunder shall for any reason be held to be illegal or valid, such illegality or invalidity shall not affect any other provision of this Bond Order or of said Bonds, but this Bond Order and said Bonds shall be construed and enforced as of such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or in this Bond Order shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the County to the full extent permitted by law.

Section 11.10. Issuance of Subordinate Obligations and Expenditures for System Improvements. Nothing in this Bond Order express or implied shall be construed as preventing the County from financing System Improvements by the issuance of obligations which are not secured under the provisions of this Bond Order or from making expenditures for System Improvements from moneys received by the County solely for such purpose.

Section 11.11. Applicable Law. This Bond Order is adopted with the intent that the laws of the State of North Carolina shall govern its construction.

Section 11.12. Headings, etc. Any headings preceding the texts hereof and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Bond Order, nor shall they affect its meaning, construction or effect.

Section 11.13. Officers' Authority. The officers and agents of the County are hereby authorized and directed to do all the acts and things required of them by the Bonds and this Bond Order for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the Bonds and this Bond Order.

Section 11.14. Inconsistent Matters. All orders and resolutions and parts thereof, which are in conflict or inconsistent with any provisions of this Bond Order are hereby repealed and declared to be inapplicable to the provisions of this Bond Order.

Section 11.15. Effective Date. This Bond Order shall be effective immediately upon the approval hereof by the Commission.

The Board of Commissioners for Jones County, North Carolina, met in a regular meeting at the Jones County Agricultural Building located at 110 Market Street in Trenton, North Carolina, the regular place of meeting, at 7:00 p.m. on April 20, 2020.

Present: Vice-Chair Charlie Dunn Jr., presiding, and Commissioners

Absent: Chairman Frank Emory

Also Present: Franky Howard, County Manager; Brenda Reece, Finance Officer; Angelica Hall, Clerk to the Board;

* * * * *

The Chairman announced that Jones County, North Carolina (the “County”) should consider certain proposed actions in connection with the issuance of water system revenue bonds by the County. He described the proposed action to be taken, consisting of the adoption of a bond order authorizing the issuance of water system revenue bonds (the “Bond Order”) and a series resolution authorizing the issuance of a \$7,657,000 Water System Revenue Bond Anticipation Note, Series 2020 (the “Series Resolution”) in anticipation of the issuance of such water system revenue bonds. Copies of the Bond Order, the Series Resolution and other documents related to the financing were either provided to the Board of Commissioners or otherwise made available to them prior to their adoption as follows:

Vice-Chair Charlie Dunn Jr. presented the Bond Order to be adopted in substantially the form presented, a copy of which had previously been made available to the Board of Commissioners.

Upon motion of Commissioner Mike Haddock, seconded by Commissioner James Harper, the Bond Order was adopted by the Board of Commissioners. The vote upon the adoption of said Bond Order was:

Ayes: April Aycock, Mike Haddock, James Harper, Charlie Dunn Jr., Charlie Gray

Noes: Sondra Ipock-Riggs

Thereupon Commissioner Charlie Dunn Jr. introduced the Series Resolution to be adopted in substantially the form presented, a copy of which had previously been made available to the Board of Commissioners.

Upon motion of Commissioner James Harper, seconded by Commissioner Mike Haddock, the Series Resolution was adopted by the Board of Commissioners. The vote upon the adoption of said Series Resolution was:

Ayes: April Aycock, Mike Haddock, James Harper, Charlie Dunn Jr., Charlie Gray

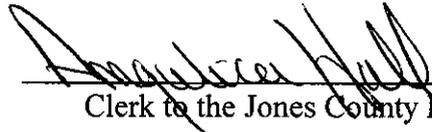
Noes: Sondra Ipock-Riggs

* * * * *

I, Angelica K. Hall, Clerk to the Board of Commissioners of Jones County, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the Board of Commissioners of said County at a regular meeting held on April 20, 2020 as it relates in any way to the adoption of a bond order and a series resolution relating to the issuance of water system revenue bonds and revenue bond anticipation notes of said County and that said proceedings are recorded in the minutes of said County.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said County this 20th day of April, 2020.



Clerk to the Jones County Board of
Commissioners

[SEAL]

STATE GRANTS FOR FINANCIALLY DISTRESSED LOCAL GOVERNMENTS

MEMORANDUM OF AGREEMENT
BETWEEN

THE NORTH CAROLINA OFFICE OF RECOVERY AND RESILIENCY
AND
JONES COUNTY

GRANT NUMBER: NCORR-FDLG-024

MOA AMOUNT: \$1,000,000.00

PERIOD OF PERFORMANCE: 3 YEARS FROM THE DATE OF ENACTMENT RECIPIENT

TAX ID/EIN: 56-6000312

PURPOSE:

This Grant Agreement is hereby entered into by and between the North Carolina Office of Recovery and Resiliency ("NCORR") and Jones County. This Agreement is authorized pursuant to Section 2.1 (4c) of North Carolina Session Law 2019-224 and Section 1.2 (3b) of North Carolina Session Law 2019-250.

1. EFFECTIVE TERM:

This Agreement shall be effective starting April 15, 2020 and the Agreement shall terminate on April 15, 2023 or upon the full expenditure of grant funds and the submission of RECIPIENT'S final report, which ever comes first.

2. NCORR'S DUTIES & PAYMENT PROVISIONS:

NCORR shall ensure that funds allocated and disbursed pursuant to Session Law 2019-224 and Session Law 2019-250, comply with the intent and guidance found in the Session Law and ensure compliance with related state statutes and financial management standards.

NCORR shall disburse to Jones County, a total of \$1,000,000.00 for the purposes set out in RECIPIENT'S application for grant funds (see attached). Upon signature of this agreement by the parties, the funds will be transferred to RECIPIENT within 5 business days.

3. RECIPIENT'S DUTIES:

RECIPIENTS shall provide the following information:

- a. RECIPIENT agrees it shall, before and during the term of this Agreement, use the grant award to cover the costs of (i) non-disaster-related operating expenses; (ii) disaster-related expenses denied by the federal government for reimbursement; and (iii) disaster recovery capacity building expenses listed in RECIPIENT'S grant application.
- b. RECIPIENT shall not expend awarded grant funds on federally reimbursable expenses under the Federal Emergency Management Agency (FEMA) Public Assistance program or the National Flood Insurance Program (NFIP), the Community Development Block Grant for Disaster Recovery (CDBG-DR), or any other federally reimbursable expense.
- c. After the first nine months of the grant period, RECIPIENT may submit to NCORR a recommended grant budget to redirect and reprogram any unobligated award funds to uses not covered in the original grant proposal. Allowable proposed uses include:

- i. General operating expenses such as payroll, non-disaster-related vendor payments, and debt service or disaster recovery capacity building, or
 - ii. Building disaster recovery capacity through hiring up to two time-limited positions not to exceed 3 years, the purchase of a vehicle to support disaster recovery; the purchase of contracted disaster recovery services, or entering into agreements with other governmental agencies of RECIPIENT'S area Council of Government.
- d. Both NCORR and RECIPIENT agree that this Agreement shall be interpreted as to not minimize or impair RECIPIENT's eligibility to secure FEMA or related recovery funding support.
 - e. RECIPIENT agrees that grant funds paid through this Agreement shall be accounted for in a separate fund and accounting structure within RECIPIENT's central accounting system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with grant funding allocations described in Section 2 above. For end-of-year financial reporting purposes, this separate fund should be consolidated with the General Fund of the reporting entity.
 - f. RECIPIENT understands and acknowledges that the total direct Grant program funding level available under this Agreement is \$1,000,000.00

4. QUARTERLY PROGRESS REPORTS:

RECIPIENT agrees to provide Quarterly Progress Reports to be sent electronically from RECIPIENT to NCORR and shall at a minimum include:

- a. Period beginning balance of the Unspent Grant Amount
- b. Total expenditures incurred or disbursed (aggregate totals):
 - i. For each purpose set out in the grant application (payroll, vendor payments, engineering services contract for disaster recovery, etc.),
 - ii. For the period, year to date, and grant period, and
 - iii. Brief description of specific expenses funded with awarded grant funds for the quarter.
- c. Period ending Grant balance of RECIPIENT.

Quarterly Progress Reports shall be emailed to ncorrgrants@ncdps.gov. Reporting Deadlines are on April 7, July 7, October 7, and January 7 of each year of this agreement. ATTACHMENT A is a copy of the quarterly progress report template.

5. AGREEMENT ADMINISTRATORS:

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

For NCORR	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Mary Massey NCORR Budget Manager PO Box 110465 Durham, NC 27709	Mary Massey NCORR Budget Manager Mary.Massey@ncdps.gov

For RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Jones County Franky Howard, County Manager 418 Hwy 58 N Unit A Trenton, NC 28585-7680	Jones County Franky Howard, County Manager 418 Hwy 58 N Unit A Trenton, NC 28585-7680 frankh@jonescountync.gov (252) 448-1697

6. MONITORING AND AUDITING:

RECIPIENT acknowledges and agrees that from and after the date of execution of this Agreement and for three (3) year following its termination, the books, records, documents and facilities of RECIPIENT are subject to being audited, inspected and monitored at any time by NCORR upon its request (whether in writing or otherwise). RECIPIENT further agrees to provide NCORR staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

RECIPIENT acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed in N.C.G.S. 159-34, Local Government Budget and Fiscal Control Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by RECIPIENT and are subject to change.

7. SITUS:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

8. COMPLIANCE WITH LAW:

RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the Grant terms and RECIPIENT responsibilities described in this Agreement. RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of their Grant performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction. Recipient is reminded that all funds are subject to the requirements of the Local Government Budget and Fiscal Control Act, including but not limited to all budgeting and pre-audit requirements.

9. CLAW-BACK:

NCORR reserves the right to de-obligate any remaining award funds after this Agreement's expiration date or before the expiration date of this Agreement, should RECIPIENT violate the terms of this Agreement or should it become apparent RECIPIENT will not be able to expend the funds prior to the expiration date of this Agreement.

10. TERMINATION OF AGREEMENT:

This Agreement may be terminated, if RECIPIENT repays the grant amount in full, prior to the term end date. Section 6 shall survive termination as explained in that section.

11. AMENDMENTS:

This Agreement may be amended in writing which documents approval of changes by both NCORR and RECIPIENT. If RECIPIENT requests a term extension or revision of Agreement terms, it shall provide to NCORR for their review and approval a detailed request that includes documented financial management reason(s) for amending the terms of this Agreement.

12. AGREEMENT CLOSE-OUT PROCESS:

RECIPIENT agrees to submit to NCORR a complete performance and expenditure status report (final report) within ninety (90) days after: (i) expiration of the Agreement term or (ii) April 15, 2023 whichever comes first.

13. AUTHORIZED SIGNATURE WARRANT:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

In Witness Whereof, RECIPIENT and NCORR have executed this Agreement in triplicate originals, with one original being retained by each party.

SIGNING ON BEHALF OF NCORR:

SIGNING ON BEHALF OF RECIPIENT:

Michael A. Sprayberry
Director, North Carolina Office of
Recovery and Resiliency

Franky Howard , County Manager
Jones County

Date

Date

APPROVED AS TO PROCEDURES BY:

Jonathan Doerr, Deputy General Counsel
Lead Counsel for NCORR

Darlene Langston, Acting Controller
Department of Public Safety

North Carolina Office of Recovery & Resiliency

State Recovery Grants for Financially Distressed Local Governments/Municipalities Application

Fiscal Year 2020

Disaster Declaration	
<i>Please select the Presidential Disaster Declarations that apply to your county or incorporated municipality.</i>	
<input checked="" type="checkbox"/>	Hurricane Florence (DR-4393)
<input type="checkbox"/>	Hurricane Dorian (DR-4465)

1 CONTACTS

Enter requested information for all contacts listed below.

Applicant

Applicant	
<i>This is the agency applying for grants.</i>	
Applying agency	Jones County
Street address	418 HWY 58 N. Unit A
City	Trenton
	28585-7680
Email	rdail@jonescountync.gov
EIN/Tax ID number	56-6000312
DUNS number	095116935
Your name	Roger Dail
Are you authorized to apply for grants on behalf of the applying agency?	Yes

Field help

- | | |
|---|---|
| Applying agency | The name of the agency applying for the grant. |
| Street address, City, ZIP + 4, Email | The phone, street address (not PO Box), city, nine-digit zip code, and email of the applying agency. |
| EIN/Tax ID number | The unique nine-digit identification number of the agency. Your Financial personnel should be able to provide this number. |
| DUNS number | The unique eight-digit identification number of the agency. Your financial personnel should be able to provide this number. |
| Your name | The name of the individual completing this application. |

Grant point of contact

Grants point of contact			
<i>This is the focal point for any ongoing communications regarding the grants. There is an opportunity to override this contact for any specific grant.</i>			
Name	Roger Dail		
Agency	Jones County Emergency Services		
Title	Recovery Manager		
Phone (work)	252-448-1697	Phone (mobile)	Click or tap here to enter text.
Street address	794 HWY 58 S.		
City	Trenton	ZIP + 4	28585-7680
Email	rdail@jonescountync.gov		

Field help

Name	The name of the contact.
Agency	The name of the agency of the contact.
Title	The title within the agency of the contact.
Phone, Street address, City, ZIP + 4, email	The phone number, street address (not PO Box), city, nine-digit zip code, and email of the contact.

EM program manager

EM program manager	
<i>This is the local EM grants manager.</i>	
Name	Timmy Pike
Email	tpike@jonescountync.gov

Field help

Name	The name of the program manager.
Email	The email address of the program manager.

Finance director

Finance director	
<i>The signature of the finance director of the agency is required for the memorandum of agreement.</i>	
Name	Brenda Reece
Email	breece@jonescountync.gov

Field help

Name	The name of the finance director.
Email	The email of the finance director.

Grant MOA signatory

Grant MOA signatory			
<i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. There is an opportunity to override this contact for any specific grant.</i>			
Name	Franky Howard		
Agency	Jones County		
Title	County Manager		
Street address (not PO Box)	418 HWY 58 N.		
City	Trenton	ZIP + 4	28585-7860

Email	fhoward@jonescountync.gov		
Name	Brenda Reece		
Agency	Jones County		
Title	Finance Officer		
Street address (not PO box)	418 HWY 58 N.		
City	Trenton	ZIP + 4	28585-7860
Email	breece@jonescountync.gov		

[Field help](#)

- Name** The individual who signs the memorandum of agreement on behalf of the applicant.
- Agency** The agency name of the signatory.
- Title** The title within the agency of the signatory.
- Street address, City, ZIP + 4, email** The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

2 STATE GRANTS FOR FINANCIALLY DISTRESSED LOCAL GOVERNMENTS – TOTAL PROPOSAL SHALL NOT EXCEED \$1,000,000

- A. Request for grant funds to cover non-disaster-related operating budget expenses, including:
- *General payroll obligations*
 - *Payments to vendors for goods and services **not related** to disaster response and recovery, where nonpayment would result in a negative financial outcome*
 - *Disaster Response and Recovery Expenses **denied** for federal reimbursement*
 - *Disaster-related repairs to facilities and infrastructure **denied** for federal reimbursement*
 - *Debt service payments*

General information <i>Enter information describing the request for funds.</i>	
Proposed Expense Type	School Debt Payment
Description of need	Funds needed to alleviate strain on the County Fund Balance to make a one time payment on the School Debt.
Expense Amount	\$653,000
Anticipated Expense Date	12/2020
General information <i>Enter information describing the request for funds.</i>	
Proposed Expense Type	Click or tap here to enter text.
Description of need	
Expense Amount	Click or tap here to enter text.
Anticipated Expense Date	Click or tap here to enter text.
General information <i>Enter information describing the request for funds.</i>	
Proposed Expense Type	Click or tap here to enter text.
Description of need	
Expense Amount	Click or tap here to enter text.
Anticipated Expense Date	Click or tap here to enter text.
General information <i>Enter information describing the request for funds.</i>	

Proposed Expense Type	Click or tap here to enter text.
Description of need	
Expense Amount	Click or tap here to enter text.
Anticipated Expense Date	Click or tap here to enter text.
Subtotal Amount	\$653,000

Field help

Proposed Expense Type The name of the expense to be covered. The field can be a maximum of 30 characters.

Description of need A brief description of the expense need to be covered by grant funds.

Expense Amount Total dollar amount of the expenses to be covered by the grant.

Anticipated Expense Date Expected date of when the grant funds would be expensed.

Subtotal Amount Cumulative sum of the *Expense Amounts* listed above.

B. Request for grant funds to provide one-time capacity building for disaster recovery, including:

- *No more than two disaster recovery-related positions, including salary, benefits, and operating expenses for up to three years.*
- *Contracted services for disaster recovery or agreements with other local governments or the local Council of Government to support disaster recovery efforts for up to three years.*
- *One vehicle to support disaster recovery activities.*

Requested Funds for Position #1	
<i>Enter information describing the request for funds.</i>	
Proposed Position	Disaster Project Manager
Description of Disaster Recovery Support	Assist the Counties Emergency Management Office with housing placement and coordinating volunteer agencies with repair and replacement of homes.
Annual Salary	\$30,000
Annual Benefits	\$5,295
Annual Operating Costs	Click or tap here to enter text.
Total Annual Cost for Position	\$35,295
Cumulative Cost over 3 years	\$105,885
Requested Funds for Position #2	
<i>Enter information describing the request for funds.</i>	
Proposed Position	Construction Manager
Description of Disaster Recovery Support	Responsibilities will include scopes of work with detailed analysis of work and project costs of homes that must be repaired or replaced.
Annual Salary	\$65,371
Annual Benefits	Click or tap here to enter text.
Annual Operating Costs	

Total Annual Cost for Position	\$65,371
Cumulative Cost over 3 years	\$196,115
Requested Funds for Contracted Services <i>Enter information describing the request for funds.</i>	
Proposed Contract(s) Type	Click or tap here to enter text.
Description of Disaster Recovery Support	
Annual Anticipated Expenses	Click or tap here to enter text.
Cumulative Cost over 3 years	Click or tap here to enter text.
Requested Funds for Agreements with other Local Governments or Council of Government <i>Enter information describing the request for funds.</i>	
Proposed Agreement Expense Type	Click or tap here to enter text.
Description of Disaster Recovery Support	
Annual Anticipated Expenses	Click or tap here to enter text.
Cumulative Cost over 3 years	Click or tap here to enter text.
Requested Funds for a Vehicle <i>Enter information describing the request for funds.</i>	
Proposed Vehicle	Ford F150 4x4
Description of Disaster Recovery Support	Vehicle with towing capacity, and the ability to transport materials and vital equipment, for response and recovery from disasters.
Expenditure Amount	\$45,000
Anticipated Expense Date	12/2020
Subtotal – Grant Request for one-time capacitybuilding for disaster recovery (any Cumulative Cost over 3 years + any Expenditure Amount for a vehicle)	
Subtotal Amount	\$347,000

[Field help](#)

Proposed Position	The name of the position to be funded. The field can be a maximum of 30 characters.
Proposed Contract(s) Type	The name(s) of the proposed contracts to be funded. The field can be a maximum of 30 characters.
Proposed Agreement Expense Type	The name(s) of the proposed agreements with outside organizations to be funded. The field can be a maximum of 30 characters.
Proposed Vehicle	Type of vehicle to be purchased.
Description of Disaster Recovery Support	A brief description how this request will specifically support the local government's disaster recovery effort.
Annual Salary	Annual direct salary or wage expenditures.
Annual Benefits	Annual fringe benefits cost for this position.

Annual Operating Costs	Annual operating costs for this position, including supplies, equipment, and travel expenditures.
Total Annual Cost for Position	Total of salary, benefits, and operating costs for one year.
Annual Anticipated Expenses	Total annual expense amount for the contract(s) or agreement(s).
Expenditure Amount	Anticipated purchase cost of the vehicle.
Cumulative Cost over 3 years	Total Annual Cost of Position summed over 3 years
Description of Disaster Recovery Support	Brief description of how the vehicle will support the local government’s disaster recovery efforts.
Anticipated Expense Date	Expected date of when the grant funds would be expensed.
Subtotal	Sum of any proposed <i>Cumulative Cost over 3 years</i> and proposed <i>Expenditure Amount</i> for a vehicle.

C. Total Proposed Grant Amount – Not to exceed \$1,000,000

Total Proposed Grant from the Financially Distressed Local Government Program – Not to exceed \$1,000,000	
Subtotal Amount for <i>non-disaster-related operating budget expenses</i>	\$653,000
Subtotal Amount for <i>one-time capacity building for disaster recovery</i>	\$347,000
Grand Total – not to exceed \$1,000,000	\$1,000,000

Field help

Subtotal Amount for non-disaster-related operating budget expenses	Subtotal from Section 2.A. for non-disaster related operating budget expenses
Subtotal Amount for one-time capacity building for disaster recovery	Subtotal from Section 2.B. for one-time capacity building for disaster recovery
Grand Total	The sum of all of the amounts – not to exceed \$1,000,000

4 CERTIFICATION

Certification <i>Review each certification item and check where appropriate.</i>	
I certify that:	<input checked="" type="checkbox"/> This application includes complete and accurate information. <input checked="" type="checkbox"/> Submission of the grant proposal does not guarantee funding. <input checked="" type="checkbox"/> Grant proposals through the State Grants for Financially Distressed Local Governments do not include expenses that are federally reimbursable through federal disaster response, recovery, or resiliency programs.

5 APPENDICES

Add any information not accommodated by the application form here.

Information About Current Financial Standing

Please complete and submit the "NCORR Application Unit Financial Information" Excel Worksheet. Please be sure to complete all fields for the Interim Current Fiscal Year to Date.

Debt Service

Current Debt Service	
General Fund Debt Service – FY 2019-20	\$939,781
All non-General Fund Debt Service – FY 2019-20	\$167,397

Insufficient budget to cover Operating Expenses, such as payroll and vendor payments

General Description of the Budgetary Challenge <i>Enter additional information in the space below.</i>

Diminishing tax or enterprise revenues due to outmigration of population or other disruptions to public services

General Description of the Budgetary Challenge <i>Enter additional information in the space below.</i>
We are also anticipating a reduction in our tax base, since over 100 residents have requested to be bought out. At present we have over 300 homes that need to be repaired or replaced. This has created a decrease in our tax revenue.

Increased risk of not servicing debt payments

General Description of Debt Service Challenges <i>Enter additional information in the space below.</i>

Local Government Approved Budget for FY 2019-20

Enter URL for the online published approved budget for FY 2019-20
--

If your organization does not publish an online budget, please attach a pdf copy of your jurisdiction's approved budget. [https://www.jonescountync.gov/vertical/sites/%7B9E2432B0-642B-4C2F-A31B-CDE7082E88E9%7D/uploads/FY 2020 - Budget Ordinance.pdf](https://www.jonescountync.gov/vertical/sites/%7B9E2432B0-642B-4C2F-A31B-CDE7082E88E9%7D/uploads/FY_2020_-_Budget_Ordinance.pdf)

Brief Position Descriptions for Requested Grant Funds

For local governments applying for a grant under the State Grants for Financially Distressed Local Governments program, please attach brief position descriptions for any disaster recovery positions proposed in your application package.

Federal Reimbursement Denial for Disaster Related Expenses

For local governments applying for a grant under the State Grants for Financially Distressed Local Governments program to cover "disaster response and recovery expenses" or "disaster-related repairs to facilities and infrastructure," please provide documentation of denial by a federal agency.

Budget Amendment

Date: 4/20/2020

Fund: General Fund

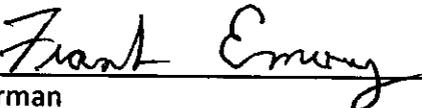
Fiscal Year: 2019-2020 Amendment #32

Increase Revenue

Other Revenue	Inmate Housing Revenue	11-0300-4431-18	11,680.00
Food & Lodging	Revenue- State	11-0211-4518-01	1,662.00
Restricted Social Services	Medicaid Transportation	11-0212-4535-00	5,000.00
Total Decrease			18,342.00

Increase Expenditures

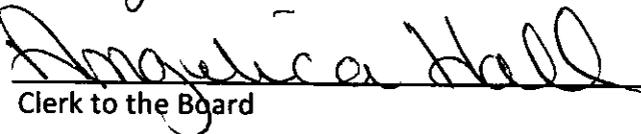
Jail	Professional-Medical Services	11-4320-5193-00	11,680.00
Food & Lodging	Mileage	11-5181-4311-00	831.00
Food & Lodging	Contract - Services	11-5181-5440-13	831.00
Medicaid Transportation	Transportation of Clients	11-5451-5313-00	5,000.00
Total Increase in Expenditures			18,342.00



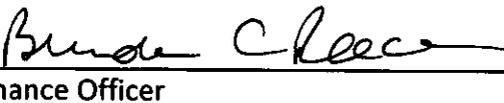
 Chairman



 County Manager



 Clerk to the Board



 Finance Officer

Budget Amendment

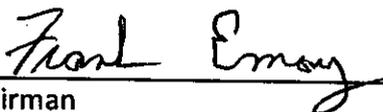
Date: 4/20/2020
Fund: General Fund
Fiscal Year: 2019-2020
Amendment #33

Decrease Expenditure

General Health	Hospitalization	11-5110-5183-00	910.00
Insurance	Bonds & Liabilities	11-4112-5454-00	25,000.00
Insurance	Workers Compensation	11-4112-5458-00	10,000.00
Total Decrease			35,910.00

Increase Expenditures

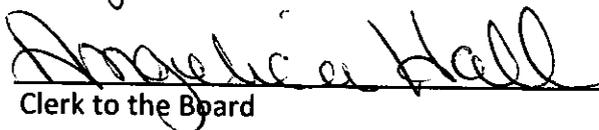
CAP Program	Salaries	11-5145-5121-00	110.00
CAP Program	FICA	11-5145-5181-00	1.00
CAP Program	Retirement	11-5145-5182-00	11.00
Immunizations	Salaries	11-5121-5121-00	762.00
Immunizations	Retirement	11-5121-5182-00	26.00
Jail	Professional - Medical Services	11-4320-5193-00	35,000.00
Total Increase			35,910.00



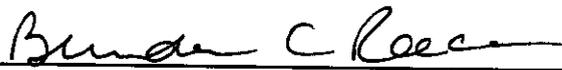
Chairman



County Manager



Clerk to the Board



Finance Officer

Budget Amendment

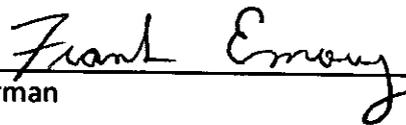
Date: 4/20/2020
Fund: Fund 54 - School Construction
Fiscal Year: 2019-2020 Amendment #34

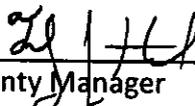
Increase Revenue

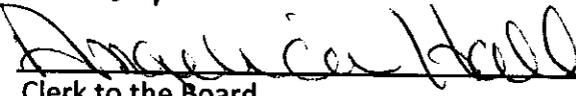
Restricted Other	BB&T - Taxable Loan	54-0213-4328-07	2,361.67
Restricted Other	Rent	54-0213-4834-10	750.00
Other	Interest	54-0500-4831-00	287,948.33
Total Increase			291,060.00

Increase Expenditures

K-12 School	Legal - Other	54-4266-5192-01	400.00
K-12 School	Construction	54-4266-5995-00	290,660.00
Total Increase			291,060.00


Chairman


County Manager


Clerk to the Board


Finance Officer

Budget Amendment

Date: 4/20/2020
Fund: General Fund
Fiscal Year: 2019-2020
Amendment #35

Increase Revenue

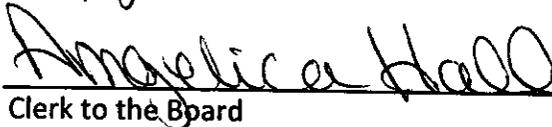
Emerging Diseases (COVID-19)	Revenue - State	11-0211-4523-18	54,783.00
Total Increase			54,783.00

Increase Expenditures

Emerging Diseases (COVID-19)	Salaries	115178-512100	35,215.00
Emerging Diseases (COVID-19)	Salaries - Part Time	115178-512600	1,200.00
Emerging Diseases (COVID-19)	FICA	115178-518100	2,788.00
Emerging Diseases (COVID-19)	Retirement	115178-518200	3,174.00
Emerging Diseases (COVID-19)	Hospitalization	115178-518300	6,406.00
Emerging Diseases (COVID-19)	Supplies & Materials	115178-526002	3,000.00
Emerging Diseases (COVID-19)	Contract - Services	115178-544013	1,000.00
Emerging Diseases (COVID-19)	Minor Equipment	115178-549900	2,000.00
Total Increase			54,783.00


Chairman


County Manager


Clerk to the Board


Finance Officer

Budget Amendment

Date: 4/20/2020

Fund: Fund 22 - HMPG

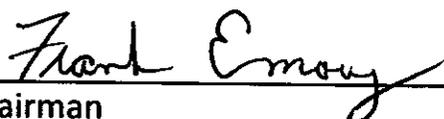
Fiscal Year: 2019-2020 Amendment #36

Increase Revenue

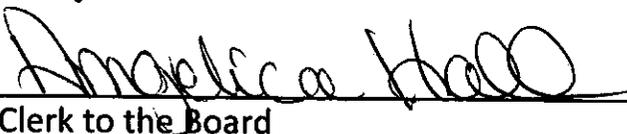
Restricted Other	HMGP 4393-0016	22-0213-4498-10	6,467,480.25
Restricted Other	PA 4393 CAT B	22-0213-4498-11	821,454.00
Total Increase in Revenue			7,288,934.25

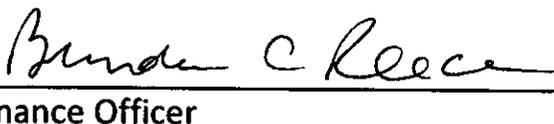
Increase Expenditures

HMGP 4393-0016	Legal Other	22-4981-5192-01	66,650.00
HMGP 4393-0016	Survey	22-4981-5199-11	37,200.00
HMGP 4393-0016	Appraisal	22-4981-5199-32	62,000.00
HMGP 4393-0016	Acquisition	22-4981-5700-00	5,993,655.00
HMGP 4393-0016	Demolition	22-4981-5700-01	798,204.00
HMGP 4393-0016	Inspection	22-4981-5199-10	23,250.00
HMGP 4393-0016	Admin	22-4981-5912-05	307,975.25
Total Increase in Expenditures			7,288,934.25


Chairman


County Manager


Clerk to the Board


Finance Officer