

AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
TUESDAY 2011
7:00 P.M.

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE MINUTES OF AUGUST 15, 2011 REGULAR SESSION

1. PETITIONS OF CITIZENS: Ken Crow
2. CARTS PUBLIC HEARING ON RURAL OPERATING ASSISTANCE PROGRAM GRANT: Phyllis Toler, CARTS Director
3. TAX DEPARTMENT MATTERS: Ronnie Antry, Tax Administrator
 - A. Tax Releases and Refunds
 - B. Settlement of 2010 Taxes
 - C. Charge to the Tax Collector
4. EASTERN CAROLINA BEHAVIORAL HEALTH FISCAL MONITORING REPORT: Roy Wilson, CEO; Leza Wainwright, COO and Joy Futrell, Finance Officer
5. RESOLUTIONS
 - A. Military Family of the Quarter
 - B. Sickle Cell Awareness Month
6. BUDGET AMENDMENTS: Rick Hemphill, Finance Director
7. APPOINTMENTS
 - A. Agricultural Advisory Board (Deferred)
 - B. Firemen's Relief Fund Board of Trustees (Deferred)
 - C. Juvenile Crime Prevention Council (Deferred)
 - D. Criminal Justice Partnership Program
 - E. Regional Aging Advisory Committee
 - F. Upcoming Appointments: October – December

8. WATER DEPARTMENT MATTERS
 - A. Approval of Minutes of August 15, 2011
 - B. Property Acquisition: Jim Hicks
9. COUNTY ATTORNEY'S REPORT: Jim Hicks
10. COUNTY MANAGER'S REPORT: Harold Blizzard
11. COMMISSIONERS' REPORTS
12. CLOSED SESSION

Agenda Date: September 6, 2011
Presenter: Judge Ken Crow
Agenda Item No. 1
Board Action Required: No

PETITIONS OF CITIZENS: KEN CROW

Judge Ken Crow wishes to thank the County staff for their efforts during a recent baseball tournament.

Board Action: Receive information

Agenda Date: September 6, 2011
Presenter: Phyllis Toler
Agenda Item No. 2
Board Action Required: Yes

CARTS PUBLIC HEARING ON RURAL OPERATING ASSISTANCE GRANT

Attachment #2 is a copy of the FY 2012 Rural Operating Assistance Program, completed application for Operating Assistance FY 2012 Rural Operating Assistance Program (ROAP) Grant and 2011-2012 ROAP Allocations by North Carolina counties. The Public Hearing Notice and the Craven County/CARTS FY 2012 ROAP Application have been posted on the Craven County web page.

Funds available to Craven County:

Elderly Disabled Transportation Assistance Program (EDTAP)	\$85,015
Employment (Dept of Social Services clients included)	\$50,253
Rural General Public (RGP)	\$90,673
Total Funding Available to Craven County	\$225,941

As part of the application package, Title VI Public Involvement Forms are available for the public to voluntarily complete. Completed forms will be returned with the ROAP application.

If approved by NCDOT/PTD this grant money will be utilized to fund transportation services provided by Craven Area Rural Transit System (C.A.R.T.S.). During FY 2010-2011 CARTS provided 41,640 one way passenger trips with Craven County ROAP funding.

Completed application is due back to NCDOT/PTD no later than Friday, September 30, 2011.

By way of this Public Hearing and Craven County Commissioner's meeting, CARTS is requesting approval to apply for the Craven County portion of the FY 2012 ROAP Grant.

Board Action: Receive public comment. Following the public hearing, the Board will be requested to take action approving this application.

Agenda Date: September 6, 2011
Presenter: Ronnie Antry
Agenda Item No. 3
Board Action Required: Yes

TAX DEPARTMENT MATTERS

A. TAX RELEASES AND REFUNDS

Craven County Tax Administrator, Ronnie Antry, will present the routine requests for tax releases and refunds contained in Attachment #3.A. for the Board's approval.

Board Action: A roll call vote is needed to approve tax releases and refunds

B. SETTLEMENT OF 2010 TAXES

Before being charged with the collection of the taxes for 2011, the settlement of the 2010 taxes will be presented. Copies of the settlement appear as Attachment #3.B.

Pursuant to GS 105-373, it is requested that the Board accept this settlement and enter it into its minutes.

Board Action: Vote to accept settlement

C. CHARGE TO THE TAX COLLECTOR

The Board is requested to adopt and enter into its minutes the attached order that is required by NCGS 105-321(b), as is done at this time each year. (See Attachment #3.C.)

Board Action: Vote to direct Tax Administrator to collect 2011 taxes

Agenda Date: September 6, 2011
Presenters: Wilson, Wainwright, Futrell
Agenda Item No. 4
Board Action Required: No

EASTERN CAROLINA BEHAVIORAL HEALTH FISCAL MONITORING REPORT

Roy Wilson, CEO; Leza Wainwright, COO; and Joy Futrell, Finance Officer will present the East Carolina Behavioral Health semi-annual report to the Board of Commissioners. Attachment # 4 is the Fiscal Monitoring Report that will be discussed.

Board Action: Receive information

Agenda Date: September 6, 2011

Presenter: _____

Agenda Item No. 5

RESOLUTIONS

A. MILITARY FAMILY OF THE QUARTER

The Board received a received a request to adopt a resolution contained in Attachment #5.A. recognizing Sergeant Joshua J. Milhorn as Military Family of the Quarter.

Board Action: Consider adoption of resolution, and designate a Commissioner to present it at the luncheon being held on Thursday, September 8.

B. SICKLE CELL AWARENESS MONTH

At this time each year the Board has traditionally received a request from the Sickle Cell Disease Association for the observance of Sickle Cell Awareness Month in Craven County.

Board Action: Consider proclamation for approval

Agenda Date: September 6, 2011
Presenter: Rick Hemphill
Agenda Item No. 6
Board Action Required: Yes

BUDGET AMENDMENTS

Craven County Finance Director, Rick Hemphill, will present the following budget amendments for the board's approval.

Amendments: Cooperative Extension/SHIIP – Senior Health Insurance Information Program received \$ 3,722 in grant funds during FY '11. Of those receipts, \$ 1,716 remained unspent on June 30, 2011. Those funds need to be carried over and budgeted for FY '12.

Cooperative Extension/SHIIP – Senior Health Insurance Information Program was originally budgeted to receive \$3,922 in grant funds for FY'12. The actual amount of funding was \$4,606. Need to budget the additional \$684 received.

Environmental Health/Healthy Homes – Program had unspent funds in the amount of \$ 26,490 at the end of FY '11. Need to budget this carryover balance in FY '12 for contract employee to instruct EPA required lead safety RRP class, to repair the XRF instrument and for other related expenses.

Health/BT Preparedness-Response Program – The amount awarded for the BT Preparedness/Response program was \$4,308 less than the original budget of \$56,582. Need to adjust the budget to reflect the actual amount of the grant - \$52,274.

Health/Diabetes – Program had unspent Public Health Foundation funds in the amount of \$ 1,110 at the end of FY '11. Need to budget this carryover balance and \$ 250 in State allocation to cover FY '12 expenses.

CARTS/Transportation – The amount awarded to CARTS by HCCBG (Home and Community Care Block Grant) was greater than originally budgeted. Need to increase revenue and expenditure by \$5,200 to correctly reflect the \$69,887 allocated for FY '12.

CARTS/Transportation – Rural Operating Assistance Program (ROAP) funding for FY '12 is more than projected. Need to budget a \$35,441 increase in revenues and expenditures among Craven's EDTAP (Elderly and Disabled Transportation Assistance Program), Employment and General Public Transportation programs.

DSS Mandated Public Assistance – Additional funding of \$100,740 allocated to DSS for Crisis Intervention Program. Funding is 100 % Federal requiring no County match.

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

Agenda Date: September 6, 2011
Presenter: _____
Agenda Item No. 7
Board Action Required: Yes

APPOINTMENTS

Deferred Appointments

- A. Agricultural Advisory Board
- B. Firemen's Relief Board of Trustees
- C. Juvenile Crime Prevention Council

September Appointments

- D. Criminal Justice Advisory Committee
- E. Regional Aging Advisory Committee

Upcoming Appointments: October – December

CURRENT DEFERRED APPOINTMENT(S):

A. Agricultural Advisory Board

AUTHORIZATION: Local Ordinance

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

NUMBER OF MEMBERS:
9

TYPE:
(See qualifications)

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

1) resident of area Townships, who represent the following categories; 2) agricultural landowner; 3) actively and directly involved in agricultural production on at least 10 acres of farmland 4) special interest, experience, or education in agriculture and/or rural land preservation

LENGTH OF TERMS: 3 Years

TERM (S) Ending: Patrick Pritchard (non-participation)

MEETING SCHEDULE: At the call of the Chairperson

COMPENSATION: No ; Yes

Specify: _____

B. Firemen's Relief Fund Board of Trustees

AUTHORIZATION: NCGS 58-84-30

MISSION/FUNCTION: To safeguard firefighters in active service and dependent members of their families from financial loss resulting from sickness, injury or loss of life suffered while in performance of his or her duties as a firefighter.

NUMBER OF MEMBERS:
5 per department

TYPE:
2 appointed by Board of Commissioners; 2 appointed by the department; 1 appointed by Commissioner of Insurance

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

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: As necessary

TERM(S) ENDING:

Pete Bradeson (Already serving as State appointee)

C. Juvenile Crime Prevention Council

AUTHORIZATION: N.C.G.S. 147-33.66

MISSION/FUNCTION: To assess the needs of juveniles in the community, evaluate the adequacy of resources available and develop or propose ways to address unmet needs.

NUMBER OF MEMBERS:
25 (maximum)

TYPE: From among the following categories, or in some instances, the designees of the specified position: school superintendent, chief of police, sheriff, district attorney, chief court counselor, area mental health director, social services director, county manager, substance abuse professional, member of faith community, county commissioner, person under the age of 21, juvenile defense attorney, chief district court judge, member of the business community, local health director, non-profit representative, parks and recreation representative, up to seven additional members appointed by the Board of Commissioners

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

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: 2nd Monday of the month 12:30 p.m.

TERM(S) ENDING: (See Attachment)

ATTACHMENT(S): Attachment #7.C.

Remarks: _____

SEPTEMBER APPOINTMENTS:

NAME OF BOARD/COMMITTEE: Criminal Justice Advisory Board

AUTHORIZATION: N.C.G.S. 143B-273.10

MISSION/FUNCTION: To participate in a planning process to develop a community based corrections plan for programs funded through the Criminal Justice Partnership Act

NUMBER OF MEMBERS:
10 (minimum)

TYPE:
See qualifications below

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

The following categories must be represented to the extent possible: County Commissioners, County Manager, Superior Court judge, District Attorney, criminal defense attorney, public defender, County Sheriff, probation officer, City Chief of Police, community service coordinator, mental health, substance abuse, employment and training, community-based corrections or victims services, business community, crime victim

LENGTH OF TERMS: 3 Years

TERM(S) EXPIRING: All

MEETING SCHEDULE: Bi-monthly, second Tuesday

NAME OF BOARD/COMMITTEE: Regional Aging Advisory Committee

AUTHORIZATION: _____

MISSION/FUNCTION: The committee advocates on behalf of the senior population of COG Region P, and as advocates for seniors in their respective counties. It reviews and comments on laws, policies, actions and programs that affect older adults.

NUMBER OF MEMBERS:
27

TYPE:
3 Representatives of each county in Region P

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

Interest in issues affecting the senior population; older adults who are participants in aging services, representatives of older adults, older minority individuals, nutrition project representatives, general public, local elected officials

LENGTH OF TERMS: 3 Years

TERM(S) EXPIRING: Gertha Williams (Appointed 2002)

MEETING SCHEDULE: First Monday of January, April, July and October, 10:00 a.m.

COMPENSATION: No Yes

Specify: _____

Upcoming Appointments: October – December

October:

Clean Sweep Committee (Felix Croom, Dave Gardner, Jamie Johnson, Ivett Jones, Jan Parker, Pat Sager, Tim Tabak, Thomas Wooten)

Firemen's Relief Fund Trustees (Jim Hines)

Industrial Facilities Pollution Control Financing Authority (Dell Ipock, Gray Lancaster)

Promise Place (Amy Currin, Rodney Currin, Rebecca McKenny, Sandy Perry)

November: None

December: Commissioners' Appointments

*Board of Equalization and Review (Grover Lancaster, Al Otto, Bill Pope, Jimmy Smith, Jerry Stapleford, Drew Willis)

**This board does not have terms certain; however, an ending date is required for entry into the appointments database*

Health Board (James Jackson, Rosanne Leahy, Trey Paul, Reed Underhill)

Havelock Library Board (Jacqueline Attaway)

New Bern Library Board (Molly Ritter)

Vanceboro Library Board (Dorothy Bryant)

Reminder: The Nursing Home and Adult Care Home Advisory Committees have met their minimal staffing requirements; however, additional appointees are welcome.

Board Action: Consider appointments

Agenda Date: September 6, 2011
Presenter: Jim Hicks
Agenda Item No. 8
Board Action Required: Yes

WATER DEPARTMENT MATTERS

- A. APPROVAL OF AUGUST 15, 2011 MINUTES
- B. PROPERTY ACQUISITION

Attachment #8.B. is an offer to purchase a tract of approximately 1.22 acres for well construction.

Board Action: Consider offer

COUNTY ATTORNEY'S REPORT

Offer to Purchase Real Property (1206 Walt Bellamy Drive, New Bern; Parcel ID# 8-011-182)

The County has received an offer from Clovis, Inc. in the amount of \$4,434.80 for this property, which is owned jointly with the City of New Bern (it was acquired as a result of a joint tax foreclosure). The total taxes that were foreclosed on for this property, both County and City, were \$4,434.80. The tax value is \$3,900.

This sale was previously approved; however, the buyer was concerned about a potential title problem, and revoked its offer prior to the City of New Bern approving the same. The title issue has been resolved, and the buyer desires to proceed with the purchase.

Should the Board desire to accept this offer, then the property will then be advertised for upset bids in accordance with General Statutes. Once no further upset bids are timely received, the County and City may accept or reject the final bid. The City of New Bern has already approved the offer.

Agenda Date: September 6, 2011
Presenter: Harold Blizzard
Agenda Item No. 10

COUNTY MANAGER'S REPORT

Agenda Date: September 6, 2011
Presenter: _____
Agenda Item No. 11

COMMISSIONERS' REPORTS

Agenda Date: September 6, 2011
Presenter: _____
Agenda Item No. 12

CLOSED SESSION

The Board will be requested to go into closed session pursuant to N.C.G.S. 143-318 (a)(6) to discuss a personnel matter.

Application for Transportation Operating Assistance

FY2012 Rural Operating Assistance Program Funds

Name of Applicant (County)	Craven County
County Manager	Harold Blizzard
County Manager's Email Address	hblizzard@cravencountync.gov
County Finance Officer	Rick Hemphill
CFO's Email Address	rhemphill@cravencountync.gov
CFO's Phone Number	252-636-6603
Person Completing this Application	Phyllis Toler
Person's Job Title	Craven Area Rural Transit System Director
Person's Email Address	ptoler@cravencountync.gov
Person's Phone Number	252-636-4917
Community Transportation System	Craven Area Rural Transit System
Name of Transit Contact Person	Phyllis Toler
Transit Contact Person's Email Address	ptoler@cravencountync.gov

Application Completed by: _____ Date: _____
Signature

I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines.

County Manager: _____ Date: _____
Signature

County Finance Officer: _____ Date: _____
Signature

Application Instructions

County officials should read the ROAP Program State Management Plan which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.

- The application must be completed by an official of the county or his/her designee.
- Click on the **gray rectangle** and type each answer. If needed, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- Some questions require the applicant to send more information, and/or copies of pages from a plan with the application. If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form.
- If there are questions regarding this application, contact the NCDOT-PTD Mobility Development Specialist assigned to the area served by the transit system.

FY2012 ROAP Program Schedule

Early Disbursement (33%)	July 30, 2011
Application Deadline	September 30, 2011
Proposed Second Disbursement (33%)	November 30, 2011
Proposed Third Disbursement (34%)	February 29, 2012

County's Management of ROAP Funds

All counties are eligible to receive Rural Operating Assistance Program (ROAP) funding from the State of North Carolina. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process.
- ROAP funds are expended on eligible activities only.
- Supporting documentation of expenditures is maintained.
- Service recipients meet eligibility requirements and their eligibility is documented.
- Trips and services funded with ROAP funding are monitored and evaluated throughout the period of performance.
- An accounting of trips, services and expenditures is provided in a semi-annual report to NCDOT.
- ROAP funds received and expended are included in the local annual audit.

Transportation Needs and Public Involvement in Funding Decisions	Yes or No
<p>A. Were the ten Transportation Needs and Service Surveys completed BEFORE the county decided how to sub-allocate the ROAP funds? IMPORTANT: <i>If the county suballocates funding to any other agencies than the ones listed in the ROAP State Mgt Plan, there will need to be a survey completed by that agency in addition to the ten required surveys.</i></p>	Yes
<p>B. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the community transit system, to recommend how the ROAP funds should be sub-allocated?</p>	Yes
<p>C. In addition to the public hearing notice and the public hearing, were other outreach efforts conducted to inform the public about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided to sub-allocate the ROAP funds?</p>	Yes
<p>D. Does the federally funded Community Transportation System operating in the county have a Community Transportation Service Plan (CTSP) or Community Transportation Improvement Plan (CTIP) that was developed in the last five years or being completed at this time? Date of the plan: 2007</p>	Yes
<p>E. Does your county have a Coordinated Public Transit-Human Services Transportation Plan (LCP) that provides a list of unmet transportation needs and/or gaps in transportation services? Date of the plan: 2009</p>	Yes
<p>F. Does the county have other transportation plans that address public transportation needs? IMPORTANT: <i>If yes, a copy of these plans must be provided with the application.</i></p>	No
<p>If yes, list and describe these plans. N/A</p>	

<p>G. How did the county decide who would receive the ROAP funds? List the names of anyone who participated in the decision to suballocate the ROAP funds and their role in the community.</p> <p>Craven County Management team which consist of County Manager-Harold Blizzard , County Assistant Manager-Jack Veit, County Finance Director-Rick Hemphill make the decision which includes \$5,500 going to Craven County Work First and the balance going to Craven Area Rural Transit System which is the Regional Transportation System for Craven, Jones and Pamlico and is advertised as such and is able to provide transportation at a cheaper rate than other providers.</p>	
Transportation Needs and Public Involvement in Funding Decisions (con't)	Yes or No
<p>H. How did the county decide on the amount of ROAP funds to sub-allocate to a subrecipient?</p> <p>Based on previous expenditures of ROAP, \$5,500 of EMPL was allocated to Craven County Department of Social Services-Workfirst program, all other remaining funds were allocated to the Regional Transit system of Craven Area Rural Transit System</p>	
Financial Management of ROAP Funds	Yes or No
I. Does the county disburse/allocate ROAP funds to any county governmental departments?	Yes
<p>J. If yes, how does the county account for these funds within the county's accounting system?</p> <p>Funds are allocated by Line Item Code in the County Finance System which is located on the AS-400 system.</p>	
K. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?	No
L. If yes, does the county have a written agreement with these agencies that addresses the proper use and accountability of these funds? <i>(Include a sample agreement with application)</i>	N/A
<p>M. ROAP funds cannot be used instead of using the existing transportation funding an agency or organization receives from any other funding source. If any of the departments, agencies or organizations receiving ROAP funding from the county get transportation funding from other Federal, State or Local funding sources, list those funding programs:</p> <p>Craven County Department of Social Services Workfirst and CARTS are both departments of Craven County Local Government.</p>	
N. Do any subrecipients receive ROAP funds before any transportation services or trips are provided, and refund the unused portion at the end of the period of performance?	No
O. Are ROAP funds being deposited in an interest bearing account?	Yes
<p>If no, then why aren't ROAP funds deposited in an interest bearing account?</p>	
<p>P. What does the county do with the interest from the ROAP funds?</p> <p>Interest funds provided additional CARTS Transportation trips.</p>	
Q. Does the county provide any local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?	No
R. Is supporting documentation maintained for all ROAP grant financial transactions for five years? IMPORTANT: Yes is the only correct answer.	Yes
Monitoring and Oversight Responsibilities	Yes or No
S. The Finance Officer will be responsible for the oversight and evaluation of the transportation services provided with the ROAP funding? IMPORTANT: Yes is the only correct answer.	Yes
T. Does the county require the subrecipients of ROAP funds to provide progress reports and statistical data about the services and trips provided with ROAP funds?	Yes

U. If progress reports and/or operating statistical reports are required by the county, how frequently are these provided to the county for evaluation? Monthly	
V. Does the county require the subrecipients of ROAP funds to use the transportation services of the federally funded Community Transit System operating in the county?	Yes
Monitoring and Oversight Responsibilities (con't)	Yes or No
W. Are subrecipients of ROAP funds coordinating transportation services with other subrecipients in the county therefore reducing any duplication of effort?	Yes
Accountability to North Carolina Taxpayers	Yes or No
X. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?	Yes
Y. Is the county prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at the specified cost?	Yes
Z. A semi-annual ROAP Report must be completed and sent to NCDOT. Who will be designated to complete these reports in FY2012? <i>(name, title, employer)</i> Phyllis Toler, CARTS Director, Craven County Local Government	

Elderly and Disabled Transportation Assistance Program

The Elderly and Disabled Transportation Assistance Program (EDTAP), originally enacted by legislation in the 1989 Session of the North Carolina General Assembly (Article 2B, 136-44.27), provides operating assistance funds for the transportation of the state's elderly and disabled citizens. This transportation assistance allows the elderly and disabled to reside for a longer period in their homes, thereby enhancing their quality of life.

Elderly and Disabled Transportation Assistance Program Questions	Yes or No
A. What will be the purposes of the transportation services provided with EDTAP funds? <i>(Check all that apply)</i> <input checked="" type="checkbox"/> Personal care activities, medical appointments, pharmacy pick-up, shopping, bill paying, meetings, classes, banking <input type="checkbox"/> Job interviews, job fair attendance, job readiness activities or training, GED classes <input type="checkbox"/> Transportation to workplace <input type="checkbox"/> Group field trips/tours to community special events <i>(Federal charter regulations apply to transit.)</i> <input type="checkbox"/> Overnight trips to out-of-county destinations <i>(Federal charter regulations apply to transit)</i> <input type="checkbox"/> Human service agency appointments <input type="checkbox"/> Fuel Assistance	
B. How will the transportation service be provided? <i>(Check all that apply)</i> <input checked="" type="checkbox"/> Public Transportation System <input type="checkbox"/> Private Provider <input type="checkbox"/> Taxi Service <input type="checkbox"/> Agency Staff Driver <input type="checkbox"/> Volunteer Driver	
C. Are any of the EDTAP services you are funding, listed as an unmet need or gap in service in the Public Transit-Human Service Coordination Plan or any other transportation plan for your county? IMPORTANT: <i>A copy of the page(s) from the plan that describe the need gap must be provided with the application.</i>	No
D. Does the federally funded Community Transit System operating in your county receive a sub-allocation of EDTAP funds?	Yes

If yes, does the county dictate which agencies and organizations will receive transportation services with any of the EDTAP funds the transit system receives?	No
Elderly and Disabled Transportation Assistance Program Questions (con't)	Yes or No
Can the Community Transit System use any of the EDTAP funds it receives to provide transportation for elderly and disabled citizens of the county who do not have a human service agency or organization to pay for the service?	Yes
If the transit system's Community Transportation Service Plan (CTSP) is less than six years old, does it describe and evaluate the services the transit system is providing for the elderly and disabled? <i>IMPORTANT: A copy of the page(s) from the plan that describes these services must be provided with the application. Page 6 & 7</i>	Yes
Does the CTSP recommend any new EDTAP funded services for FY2012? <i>IMPORTANT: A copy of the page(s) from the plan that describes the recommended services must be provided with the application.</i>	No
E. Will any of the subrecipients use their FY2012 EDTAP sub-allocation as matching funds for any of the following programs? <i>(Matching funds for operating assistance only.)</i> 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program	No
F. Will any of the subrecipients of EDTAP funds charge a fare for an EDTAP funded trip?	No
If yes, how much will the fare be? n/a	
If yes, how will the fare revenue be used? n/a	
G. Do any of the subrecipients of EDTAP funds restrict EDTAP funded services based on the origin, timing or destination of the trip?	No
H. Is there a process or policy for determining when it is appropriate to transfer EDTAP funds from one sub-recipient to another to prevent there being unspent funds at the end of the period of performance?	Yes
I. EDTAP funded services are expected to be provided throughout the entire year. If the EDTAP funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation services?	Yes

Employment Transportation Assistance Program

The Employment Transportation Assistance Program (EMPL) is intended to help DSS clients that transitioned off Work First or TANF in the last 12 months, Workforce Development Program participants and/or the general public to travel to work, employment training and/or other employment related destinations.

Employment Transportation Program Questions	Yes or No
<p>A. What will be the purposes of the transportation services provided with EMPL funds? <i>(Check all that apply)</i></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Job interviews, job fair attendance, job readiness activities or training, GED classes <input checked="" type="checkbox"/> Transportation to workplace (Scheduled by the individual only. No agency scheduled trips.) <input checked="" type="checkbox"/> Child(ren) of working parent transported to Child Care <input checked="" type="checkbox"/> Fuel Assistance <input checked="" type="checkbox"/> Vehicle Repairs <input checked="" type="checkbox"/> Personal Car Insurance 	
Employment Transportation Program Questions (con't)	Yes or No
<p>B. How will the transportation service be provided? <i>(Check all that apply)</i></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Public Transportation System <input checked="" type="checkbox"/> Private Provider <input checked="" type="checkbox"/> Taxi Service <input type="checkbox"/> Agency Staff Driver <input type="checkbox"/> Volunteer Driver 	
<p>C. Describe the eligibility criteria to be used in this county to determine who will be provided EMPL funded trips.</p> <p>Craven County Department of Social Services-Work First Craven County residents that are determined eligible for Work First Employment Services will receive employment funded assistance. The Social Worker will complete DSS eligibility screening and application and will indicate in narratives participants that are determined eligible. The Social Worker will request for assistance of these funds and document all information in services file. This service will be monitored by the program Supervisor and Social Worker.</p> <p>Craven Area Rural Transit System (C.A.R.T.S.) EMPL riders are charged a fee based on mileage. Funds are only used for riders that are employed and destination is to/from employment locations.</p>	
<p>D. Are any of the EMPL services you are funding, listed as an unmet need or gap in service in the Public Transit-Human Service Coordination Plan or any other transportation plan for your county? IMPORTANT: A copy of the page(s) from the plan that describe the need/gap must be provided with the application.</p>	No
<p>E. Does the federally funded Community Transit System operating in your county receive a sub-allocation of EMPL funds?</p>	Yes
<p>If yes, does the county dictate which agencies and organizations will receive transportation services with any of the EMPL funds the transit system receives?</p>	No
<p>Can the Community Transit System use any of the EMPL funds it receives to provide transportation for citizens in the county who need transportation to a job or employment related destination and who do not have a human service agency or organization to pay for the service?</p>	Yes
<p>If the transit system's Community Transportation Service Plan (CTSP) is less than six years old, does it describe and evaluate the services the transit system is providing for the employed or unemployed? IMPORTANT: A copy of the page(s) from the plan that describes these services must be provided with the application. Page 7</p>	Yes
<p>Does the CTSP recommend any new EMPL funded services for FY2012? IMPORTANT: A copy of the page(s) from the plan that describes the recommended services must be provided with the application.</p>	No
<p>F. Will any of the subrecipients of EMPL funds charge a fare for an EMPL funded trip?</p>	Yes
<p>If yes, how much will the fare be? CARTS- Based on mileage Craven County DSS-Work First No Fee</p>	
<p>If yes, how will the fare revenue be used? Fare revenue used to provide additional transportation services.</p>	

G. Do any of the subrecipients of EMPL funds restrict EMPL funded services based on the origin, timing or destination of the trip? Riders are charged same fare as RGP riders. When funds is spent, funding source is switched to RGP.	No
H. Is there a process or policy for determining when it is appropriate to transfer funds from one sub-recipient to another to prevent there being unspent funds at the end of the period of performance?	Yes
I. Has the county transferred any EMPL funds to EDTAP or RGP in the last two years?	No
Employment Transportation Program Questions (con't)	
J. Will any of the subrecipients use their FY2012 EMPL sub-allocation as matching funds for any of the following programs? <i>(Matching funds for operating assistance only.)</i> 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program	No
K. EMPL funded services are expected to be provided throughout the entire year. If the EMPL funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation services?	Yes

Rural General Public Program

The Rural General Public Program assistance funds are intended to provide transportation services for individuals from the county who are not receiving transportation benefits from human service agencies or organizations. The county, in consultation with the Community Transportation System, must determine the RGP services to be provided with the formula RGP funds.

Rural General Public Program Questions	Yes or No
A. What will be the trip purposes of the transportation services provided with RGP funds? <i>(Check all that apply)</i> <input checked="" type="checkbox"/> Personal care activities, medical appointments, pharmacy pick-up, shopping, bill paying, meetings, classes, banking <input checked="" type="checkbox"/> Job interviews, job fair attendance, job readiness activities or training, GED classes <input checked="" type="checkbox"/> Transportation to workplace (Scheduled by the individual only. No agency scheduled trips.) <input checked="" type="checkbox"/> Child(ren) of working parent transported to child care <input type="checkbox"/> Group field trips/tours to community special events (Federal charter regulations apply to transit.) <input type="checkbox"/> Overnight trips to out-of-county destinations (Federal charter regulations apply to transit.) <input checked="" type="checkbox"/> Human service agency appointments <input type="checkbox"/> Fuel Assistance	
B. How will the transportation service be provided? <i>(Check all that apply)</i> <input checked="" type="checkbox"/> Public Transportation System <input type="checkbox"/> Private Provider <input type="checkbox"/> Taxi Service <input type="checkbox"/> Volunteer Driver	
C. Are any of the RGP funded services the transit system will provide listed as an unmet need or gap in service in the Public Transit-Human Service Coordination Plan or any other transportation plan for your county? IMPORTANT: <i>A copy of the page(s) from the plan that describe the need/gap must be provided with the application.</i>	No

D. If the transit system's Community Transportation Service Plan (CTSP) is less than six years old, does it describe and evaluate the general public services the transit system does in the county for citizens who need transportation but don't have a human service agency or organization to pay for the service? IMPORTANT: <i>A copy of the page(s) from the plan that describes these services must be provided with the application. Page 5 & 6</i>	Yes
E. Does the CTSP recommend any new RGP funded services for FY2012? IMPORTANT: <i>A copy of the page(s) from the plan that describes these services must be provided with the application.</i>	No
Rural General Public Program Questions (con't)	Yes or No
F. Will RGP services be provided to citizens who need transportation but don't have a human service agency or organization to pay for the service?	Yes
G. Will any of the RGP funded services be restricted based on origin, timing or destination of the trip to control the expenditure of funds overtime?	No
H. Since the subrecipient can only use RGP funds to pay for 90% of the cost of a trip, will the Community Transit System use fare revenue to generate the local 10% match requirement for RGP funds?	Yes
If yes, how much will the fare be? Fares are based on miles	
If yes, how will the fare revenue be used? Fare revenue will be used to provide additional RGP trips.	
If no, describe the source of the required matching funds? n/a	
I. Will RGP funded trips be coordinated with human service agency trips?	Yes
J. How will the Community Transit System market the proposed RGP funded services? Carts has a marketing plan that includes but not limited to: brochures, posters, newspaper advertisement, attending community meeting/activities, Twitter, and web page.	
K. Will the Community Transit System use any of their RGP sub-allocation as matching funds for any of the following programs? <i>(Matching funds for operating assistance only)</i> 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program	No
L. Is any part of the county in an urbanized area according to the 2000 census?	No
M. RGP funded services are expected to be provided throughout the entire year. If the RGP funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation services?	Yes

2011-2012 ROAP Allocations

COUNTIES	Formula Funds	Additional Funds	EDTAP Program	Formula Funds	Additional Funds	EMPL Program	Formula Funds	Additional Funds	RGP Program	TOTAL 2012
Alamance	\$71,678	\$33,004	\$104,682	\$64,681	\$0	\$64,681	\$74,812	\$42,537	\$117,349	\$286,712
Alexander	\$40,755	\$18,764	\$59,519	\$17,681	\$0	\$17,681	\$35,542	\$20,208	\$55,750	\$132,950
Alleghany	\$33,807	\$15,565	\$49,372	\$6,363	\$0	\$6,363	\$26,324	\$14,967	\$41,291	\$97,026
Anson	\$38,853	\$17,888	\$56,741	\$25,926	\$0	\$25,926	\$31,253	\$17,769	\$49,022	\$131,689
Ashe	\$39,359	\$18,121	\$57,480	\$16,311	\$0	\$16,311	\$31,712	\$18,030	\$49,742	\$123,533
Avery	\$35,680	\$16,427	\$52,107	\$8,706	\$0	\$8,706	\$28,816	\$16,383	\$45,199	\$106,012
Beaufort	\$46,202	\$21,273	\$67,475	\$28,529	\$0	\$28,529	\$39,107	\$22,234	\$61,341	\$157,345
Bertie	\$36,876	\$16,978	\$53,854	\$13,863	\$0	\$13,863	\$29,457	\$16,748	\$46,205	\$113,922
Bladen	\$40,864	\$18,814	\$59,678	\$27,390	\$0	\$27,390	\$33,676	\$19,148	\$52,824	\$139,892
Brunswick	\$68,986	\$31,765	\$100,751	\$46,473	\$0	\$46,473	\$60,235	\$34,248	\$94,483	\$241,707
Buncombe	\$96,875	\$44,608	\$141,483	\$59,417	\$0	\$59,417	\$75,558	\$42,961	\$118,519	\$319,419
Burke	\$58,692	\$27,024	\$85,716	\$44,517	\$0	\$44,517	\$54,054	\$30,734	\$84,788	\$215,021
Cabarrus	\$71,035	\$32,707	\$103,742	\$25,871	\$0	\$25,871	\$42,710	\$24,284	\$66,994	\$196,607
Caldwell	\$55,255	\$25,441	\$80,696	\$24,143	\$0	\$24,143	\$50,686	\$28,819	\$79,505	\$184,344
Camden	\$32,627	\$15,021	\$47,648	\$7,909	\$0	\$7,909	\$25,785	\$14,660	\$40,445	\$96,002
Carteret	\$51,685	\$23,797	\$75,482	\$28,788	\$0	\$28,788	\$45,232	\$25,717	\$70,949	\$175,219
Caswell	\$38,032	\$17,509	\$55,541	\$12,807	\$0	\$12,807	\$30,680	\$17,443	\$48,123	\$116,471
Catawba	\$72,632	\$33,443	\$106,075	\$31,268	\$0	\$31,268	\$55,604	\$31,615	\$87,219	\$224,562
Chatham	\$46,565	\$21,440	\$68,005	\$20,865	\$0	\$20,865	\$44,202	\$25,132	\$69,334	\$158,204
Cherokee	\$39,956	\$18,396	\$58,352	\$10,388	\$0	\$10,388	\$31,836	\$18,100	\$49,936	\$118,676
Chowan	\$34,819	\$16,030	\$50,849	\$12,240	\$0	\$12,240	\$27,584	\$15,682	\$43,266	\$106,355
Clay	\$33,988	\$15,648	\$49,636	\$6,180	\$0	\$6,180	\$26,070	\$14,822	\$40,892	\$96,708
Cleveland	\$60,954	\$28,066	\$89,020	\$47,352	\$0	\$47,352	\$57,228	\$32,539	\$89,767	\$226,139
Columbus	\$49,829	\$22,942	\$72,771	\$32,177	\$0	\$32,177	\$42,260	\$24,028	\$66,288	\$171,236
Craven	\$58,212	\$26,803	\$85,015	\$50,253	\$0	\$50,253	\$57,806	\$32,867	\$90,673	\$225,941
Cumberland	\$103,519	\$47,665	\$151,184	\$122,344	\$0	\$122,344	\$62,415	\$35,488	\$97,903	\$371,431
Currituck	\$37,108	\$17,086	\$54,194	\$9,555	\$0	\$9,555	\$30,766	\$17,492	\$48,258	\$112,007
Dare	\$39,036	\$17,972	\$57,008	\$14,720	\$0	\$14,720	\$34,494	\$19,612	\$54,106	\$125,834
Davidson	\$75,279	\$34,662	\$109,941	\$55,468	\$0	\$55,468	\$78,136	\$44,427	\$122,563	\$287,972
Davie	\$42,605	\$19,615	\$62,220	\$16,600	\$0	\$16,600	\$37,110	\$21,100	\$58,210	\$137,030
Duplin	\$46,596	\$21,454	\$68,050	\$23,768	\$0	\$23,768	\$41,323	\$23,495	\$64,818	\$156,636
Durham	\$88,363	\$40,687	\$129,050	\$38,473	\$0	\$38,473	\$32,569	\$18,518	\$51,087	\$218,610
Eastern Band of the Cherokee	\$0	\$0	\$0	\$0	\$0	\$0	\$25,205	\$14,330	\$39,535	\$39,535
Edgecombe	\$45,990	\$21,174	\$67,164	\$68,585	\$0	\$68,585	\$34,496	\$19,614	\$54,110	\$189,859
Forsyth	\$115,921	\$53,377	\$169,298	\$80,528	\$0	\$80,528	\$64,959	\$36,935	\$101,894	\$351,720
Franklin	\$45,784	\$21,079	\$66,863	\$21,032	\$0	\$21,032	\$43,280	\$24,607	\$67,887	\$155,782
Gaston	\$90,059	\$41,467	\$131,526	\$48,087	\$0	\$48,087	\$69,016	\$39,241	\$108,257	\$287,870
Gates	\$33,778	\$15,551	\$49,329	\$7,886	\$0	\$7,886	\$26,521	\$15,078	\$41,599	\$98,814
Graham	\$32,917	\$15,154	\$48,071	\$5,619	\$0	\$5,619	\$25,119	\$14,281	\$39,400	\$93,090
Granville	\$45,199	\$20,810	\$66,009	\$26,110	\$0	\$26,110	\$42,658	\$24,254	\$66,912	\$159,031
Greene	\$36,085	\$16,615	\$52,700	\$11,424	\$0	\$11,424	\$29,906	\$17,003	\$46,909	\$111,033
Gulford	\$149,581	\$68,877	\$218,458	\$111,925	\$0	\$111,925	\$60,216	\$34,238	\$94,454	\$424,837
Halifax	\$49,447	\$22,767	\$72,214	\$23,877	\$0	\$23,877	\$41,858	\$23,799	\$65,657	\$161,748
Harnett	\$57,580	\$26,511	\$84,091	\$38,258	\$0	\$38,258	\$62,257	\$35,398	\$97,655	\$220,004
Haywood	\$50,206	\$23,116	\$73,322	\$48,359	\$0	\$48,359	\$42,868	\$24,373	\$67,241	\$188,922
Henderson	\$65,432	\$30,128	\$95,560	\$37,126	\$0	\$37,126	\$54,915	\$31,223	\$86,138	\$218,824
Hertford	\$38,687	\$17,811	\$56,498	\$12,919	\$0	\$12,919	\$30,835	\$17,531	\$48,366	\$117,783
Hoke	\$41,268	\$19,001	\$60,269	\$17,436	\$0	\$17,436	\$38,661	\$21,981	\$60,642	\$138,347
Hyde	\$31,802	\$14,640	\$46,442	\$5,976	\$0	\$5,976	\$24,249	\$13,787	\$38,036	\$90,454
Iredell	\$71,753	\$33,038	\$104,791	\$57,770	\$0	\$57,770	\$77,880	\$44,282	\$122,162	\$284,723
Jackson	\$40,659	\$18,720	\$59,379	\$15,644	\$0	\$15,644	\$34,634	\$19,692	\$54,326	\$129,349
Johnston	\$71,949	\$33,128	\$105,077	\$49,844	\$0	\$49,844	\$81,843	\$46,535	\$128,378	\$283,299

2011-2012 ROAP Allocations

COUNTIES	Formula Funds	Additional Funds	EDTAP Program	Formula Funds	Additional Funds	EMPL Program	Formula Funds	Additional Funds	RGP Program	TOTAL 2012
Jones	\$34,004	\$15,654	\$49,658	\$6,910	\$0	\$6,910	\$25,933	\$14,744	\$40,677	\$97,245
Lee	\$46,019	\$21,188	\$67,207	\$19,491	\$0	\$19,491	\$43,057	\$24,481	\$67,538	\$154,236
Lenoir	\$48,491	\$22,326	\$70,817	\$38,486	\$0	\$38,486	\$42,583	\$24,211	\$66,794	\$176,097
Lincoln	\$50,752	\$23,368	\$74,120	\$23,846	\$0	\$23,846	\$49,120	\$27,928	\$77,048	\$175,014
Macon	\$42,789	\$19,700	\$62,489	\$12,269	\$0	\$12,269	\$34,543	\$19,640	\$54,183	\$128,941
Madison	\$36,196	\$16,665	\$52,861	\$8,801	\$0	\$8,801	\$29,716	\$16,895	\$46,611	\$108,273
Martin	\$38,033	\$17,510	\$55,543	\$11,499	\$0	\$11,499	\$30,780	\$17,500	\$48,280	\$115,322
McDowell	\$44,069	\$20,290	\$64,359	\$18,463	\$0	\$18,463	\$0	\$0	\$0	\$82,822
Mecklenburg	\$212,412	\$97,806	\$310,218	\$439,471	\$0	\$439,471	\$87,051	\$49,496	\$136,547	\$886,236
Mitchell	\$36,765	\$16,467	\$52,232	\$7,562	\$0	\$7,562	\$27,993	\$15,915	\$43,908	\$103,702
Montgomery	\$38,480	\$17,716	\$56,196	\$14,482	\$0	\$14,482	\$32,240	\$18,331	\$50,571	\$121,249
Moore	\$58,482	\$26,927	\$85,409	\$28,637	\$0	\$28,637	\$53,096	\$30,190	\$83,286	\$197,332
Nash	\$58,586	\$26,976	\$85,562	\$25,844	\$0	\$25,844	\$41,135	\$23,388	\$64,523	\$175,929
New Hanover	\$81,401	\$37,481	\$118,882	\$47,837	\$0	\$47,837	\$54,830	\$31,175	\$86,005	\$252,724
Northampton	\$38,300	\$17,633	\$55,933	\$11,607	\$0	\$11,607	\$29,777	\$16,929	\$46,706	\$114,246
Onslow	\$61,789	\$28,449	\$90,238	\$50,744	\$0	\$50,744	\$56,951	\$32,381	\$89,332	\$230,314
Orange	\$55,032	\$25,338	\$80,370	\$33,410	\$0	\$33,410	\$42,822	\$24,347	\$67,169	\$180,949
Pamlico	\$34,769	\$16,007	\$50,776	\$9,527	\$0	\$9,527	\$26,883	\$15,284	\$42,167	\$102,470
Pasquotank	\$41,868	\$19,276	\$61,144	\$24,081	\$0	\$24,081	\$37,143	\$21,119	\$58,262	\$143,487
Pender	\$46,213	\$21,277	\$67,490	\$22,796	\$0	\$22,796	\$41,123	\$23,381	\$64,504	\$154,790
Perquimans	\$34,750	\$15,998	\$50,748	\$7,629	\$0	\$7,629	\$26,934	\$15,313	\$42,247	\$100,624
Person	\$41,000	\$18,876	\$59,876	\$18,201	\$0	\$18,201	\$35,879	\$20,400	\$56,279	\$134,356
Pitt	\$66,861	\$30,786	\$97,647	\$49,052	\$0	\$49,052	\$49,215	\$27,982	\$77,197	\$223,896
Polk	\$37,193	\$17,123	\$54,316	\$9,526	\$0	\$9,526	\$29,188	\$16,595	\$45,783	\$109,625
Randolph	\$71,441	\$32,894	\$104,335	\$56,829	\$0	\$56,829	\$72,727	\$41,351	\$114,078	\$275,242
Richmond	\$45,454	\$20,927	\$66,381	\$37,505	\$0	\$37,505	\$38,913	\$22,125	\$61,038	\$164,924
Robeson	\$69,651	\$32,070	\$101,721	\$78,249	\$0	\$78,249	\$68,708	\$39,065	\$107,773	\$287,743
Rockingham	\$59,040	\$27,184	\$86,224	\$41,216	\$0	\$41,216	\$54,841	\$31,182	\$86,023	\$213,463
Rowan	\$71,470	\$32,908	\$104,378	\$41,506	\$0	\$41,506	\$72,038	\$40,960	\$112,998	\$258,882
Rutherford	\$51,385	\$23,658	\$75,043	\$34,915	\$0	\$34,915	\$44,917	\$25,538	\$70,455	\$180,413
Sampson	\$50,832	\$23,404	\$74,236	\$28,688	\$0	\$28,688	\$45,478	\$25,857	\$71,335	\$174,259
Scotland	\$41,584	\$19,145	\$60,729	\$32,222	\$0	\$32,222	\$35,403	\$20,130	\$55,533	\$148,484
Stanly	\$47,806	\$22,012	\$69,818	\$24,848	\$0	\$24,848	\$43,594	\$24,786	\$68,380	\$163,046
Stokes	\$44,578	\$20,523	\$65,101	\$20,366	\$0	\$20,366	\$38,894	\$22,114	\$61,008	\$146,475
Surry	\$52,359	\$24,107	\$76,466	\$25,317	\$0	\$25,317	\$48,475	\$27,561	\$76,036	\$177,819
Swain	\$34,764	\$16,005	\$50,769	\$7,022	\$0	\$7,022	\$25,783	\$14,659	\$40,442	\$98,233
Transylvania	\$41,215	\$18,975	\$60,190	\$17,757	\$0	\$17,757	\$33,339	\$18,956	\$52,295	\$130,242
Tyrrell	\$31,423	\$14,467	\$45,890	\$4,859	\$0	\$4,859	\$0	\$0	\$0	\$50,749
Union	\$72,762	\$33,502	\$106,264	\$73,561	\$0	\$73,561	\$91,784	\$52,188	\$143,972	\$323,797
Vance	\$44,052	\$20,281	\$64,333	\$17,625	\$0	\$17,625	\$37,770	\$21,474	\$59,244	\$141,202
Wake	\$188,750	\$86,914	\$275,664	\$207,513	\$0	\$207,513	\$150,579	\$85,619	\$236,198	\$719,375
Warren	\$36,851	\$16,967	\$53,818	\$14,092	\$0	\$14,092	\$29,393	\$16,711	\$46,104	\$114,014
Washington	\$34,680	\$15,966	\$50,646	\$15,921	\$0	\$15,921	\$26,941	\$15,317	\$42,258	\$108,825
Watauga	\$40,403	\$18,601	\$59,004	\$11,822	\$0	\$11,822	\$38,393	\$21,829	\$60,222	\$131,048
Wayne	\$62,392	\$28,727	\$91,119	\$36,645	\$0	\$36,645	\$50,018	\$28,438	\$78,456	\$206,220
Wilkes	\$52,116	\$23,995	\$76,111	\$50,218	\$0	\$50,218	\$46,225	\$26,282	\$72,507	\$198,836
Wilson	\$55,974	\$25,771	\$81,745	\$23,237	\$0	\$23,237	\$50,641	\$28,794	\$79,435	\$184,417
Yadkin	\$41,568	\$19,139	\$60,707	\$13,711	\$0	\$13,711	\$35,782	\$20,345	\$56,127	\$130,545
Yancey	\$36,425	\$16,770	\$53,195	\$8,493	\$0	\$8,493	\$28,904	\$16,433	\$45,337	\$107,025
TOTALS	\$5,463,048	\$2,515,328	\$7,978,376	\$3,503,739	\$0	\$3,503,739	\$4,423,950	\$2,515,328	\$6,939,278	\$18,421,393

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/06/2011

Attachment #3.A.

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
ALBANO, CHARLES J & M SIMONE APPRAISAL ERROR CORRECTION	0056423 2011-0000471	550.43
ATLANTIC LAND & TIMBER OF APPRAISAL ERROR CORRECTION	0083881 2011-0001994	36.37
BELCHER, GLENDA L APPRAISAL ERROR CORRECTION	0084261 2011-0003996	24.82
BENNETT, BARBARA SMITH CLERICAL ERROR-SENIOR EXCLUSION	0064679 2011-0004349	31.13
BLACKBURN, KENNY DID NOT OWN 1/1/2002	0035316 2002-0004375	73.96
BLACKBURN, KENNY DID NOT OWN 1/1/2003	0035316 2003-0004374	68.62
BLACKBURN, KENNY DID NOT OWN 1/1/2004	0035316 2004-0004429	64.60
BLACKBURN, KENNY DID NOT OWN 1/1/2005	0035316 2005-0004579	61.23
BLACKBURN, KENNY DID NOT OWN 1/1/2006	0035316 2006-0004593	57.17
BLACKBURN, KENNY DID NOT OWN 1 1 2007	0035316 2007-0004721	58.56
BLACKBURN, KENNY DID NOT OWN 1/1/2008	0035316 2008-0004813	53.92
BLACKBURN, KENNY DID NOT OWN 1/1/2009	0035316 2009-0004831	49.70
BLACKBURN, KENNY DID NOT OWN 1/1/2010	0035316 2010-0004508	43.98
BROWN, LEROY F ET AL APPRAISAL ERROR CORRECTION	0904100 2011-0007120	58.14

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/06/2011

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
BRYAN, MICHAEL BRANDON APPRAISAL ERROR CORRECTION	0078328 2011-0007443	15.51
BURKE, JAMES GRAHAM JR & NANCY VALUE ADJUSTMENT PER BILL OF SALE	0005835 2011-0008107	43.91
CANADY, FRANCIS F HRS APPRAISAL ERROR CORRECTION	0084718 2011-0008778	312.21
CAUDLE, ROBERT JOSEPH VALUE ADJUSTED PER BILL OF SALE	0087122 2011-0009898	180.26
CLARE, DONALD RAYMOND DID NOT OWN 1/1/2011	0056748 2011-0010765	31.73
CLARK, CHRISTOPHER B & MARY RELEASED TO CARTERET COUNTY	0073596 2011-0010905	65.58
CLAUS, WILLIAM H IV VALUE ADJUSTMENT PER WILDLIFE	0054556 2011-0011042	235.41
CLEVE, BILL APPRAISAL ERROR CORRECTION	1356775 2011-0011114	8.67
COLLINS, JEROME DID NOT OWN 1/1/2010	1418950 2010-0092625	18.31
COLLINS, JEROME DID NOT OWN 1/1/2011	1418950 2011-0011623	16.24
CROSSON, RONNIE LEE II MIL-LES-11/RCC-8/8/13 AL	0083235 2011-0013215	119.35
DIXON, RUSSELL EDGAR VALUE CORRECTION	0085901 2011-0015641	29.53
DOUGLAS, WILLIE RAY APPRAISAL ERROR CORRECTION	0019879 2011-0015915	82.45
DUDLEY, RICHARD EARL APPRAISAL ERROR CORRECTION	0030982 2011-0016294	347.56

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/06/2011

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
FAITH, JAMES W HOME DESTROYED 2010/RELEASE-REBILL	0080801 2011-0018207	465.08
FIEDLER, KATHRYN MARIE DID NOT OWN 1/1/2011	0069841 2011-0018677	45.07
GARCIA, ALEXANDER J CLERICAL ERROR CORRECTION	0087600 2011-0090173	98.26
GARDNER, GLORIA HARRIS APPRAISAL ERROR CORRECTION	2562850 2011-0020765	16.68
GNC INC APPRAISAL ERROR CORRECTION	0037497 2011-0022181	29.21
GRIFFIN, ROBERT SCOTT DOUBLE LISTED-SEE ACCT 2935130	0046805 2011-0023356	29.92
GROVER, CHARLES E & NORMA J APPRAISAL ERROR CORRECTION	0012750 2011-0023520	46.94
HARRELL, VINCON DONT'E RELEASED TO HERTFORD COUNTY	0083270 2011-0025116	15.77
HARRIS, DAVID M CLERICAL ERROR	0077986 2011-0025219	21.09
HUMPHREY, W GRAY JR APPRAISAL ERROR CORRECTION	0035712 2011-0028623	21.78
JONES, ANN W & KOLT Z APPRAISAL ERROR CORRECTION	0056123 2011-0030538	575.63
JONES, MARIE LANCASTER ET AL MAPPING ERROR CORRECTION	0080579 2011-0030915	383.60
JONES, ROBERT MAPPING ERROR CORRECTION	0054489 2011-0031021	8.07
JONES, ROBERT APPRAISAL ERROR CORRECTION	0054489 2011-0031022	128.73

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/06/2011

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
KEYES, MURL GRAY & JAMES EDWAR DID NOT OWN 1/1/2011	0021475 2011-0031903	95.52
KNIGHT, JOSEPH ARTHUR DOUBLE BILLED FOR SAME BOAT	0082737 2011-0032602	61.55
KNOWLES, DENNIS BOAT LOCATED ON MCAS CHERRY POINT	0082827 2011-0032646	18.38
LAMM, WILLIAM NATHAN ADJUSTED VALUE PER WILDLIFE	0079512 2011-0033287	56.09
LEWIS, EDGAR ALLEN APPRAISAL ERROR CORRECTION	0080584 2011-0034347	247.55
LEWIS, GAYNELLE TOLER APPRAISAL ERROR CORRECTION	0086072 2011-0034366	527.12
LOCKLEAR, SARA BELL CORRECTION SENIOR EXCLUSION	0086375 2011-0035086	194.56
MCGREGOR, PAUL T BILLED LATE FEE IN ERROR	0069816 2011-0038254	33.36
NOLES, IRA D HRS MOBILE HOME VACCANT-RELEASED RECYC.	0087514 2011-0042934	36.00
PAUL, ERIC A BILLED LATE FEE IN ERROR	0060896 2011-0044704	52.00
PHANG, PHEAP KIRIRATH APPRAISAL ERROR CORRECTION	0080354 2011-0045375	500.96
PHILLIPS, JOSEPH ASHLEY APPRAISAL ERROR CORRECTION	5701700 2011-0045492	33.43
PHILLIPS, JOSEPH ASHLEY & SADI APPRAISAL ERROR CORRECTION	0035178 2011-0045493	65.81
PURVIS, JOHN CHRISTOPHER RELEASED TO PITT COUNTY	0085986 2011-0046981	9.38

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/06/2011

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
ROBERSON, KENNETH APPRAISAL ERROR CORRECTION	0085970 2011-0048920	98.92
ROBERTS, BRENDA SENIOR EXCLUSION ADJUSTED	0042118 2011-0048954	514.00
ROBERTS, SYLVIA A APPRAISAL ERROR CORRECTION	0032504 2011-0049020	32.64
ROWE, MARLENA HOME VACANT SINCE 2008	0077342 2011-0049707	36.00
ROWE, STEVEN D & MISCHELLE N INCORRECT TOWNSHIP - RE-BILLING	0074041 2011-0049735	59.83
SHIELDS, MARY C ESTATE APPRAISAL ERROR CORRECTION	0086019 2011-0051762	68.77
SHRINERS HOSPITAL FOR CHILDREN DOUBLE BILLED-SEE ACCT 84955	0074155 2011-0051842	117.49
TAYLOR, DAPHNE POWERS APPRAISAL ERROR CORRECTION	7085252 2011-0055947	42.54
TEMPLE, JACKIE M & SALLY L APPRAISAL ERROR CORRECTION	7132325 2011-0056394	224.13
TYNDALL, ANTHONY D & VICTORIA APPRAISAL ERROR CORRECTION	0019146 2010-0052421	3,591.39
WAGAR, JACK D & ALICE RUTH DID NOT OWN 1/1/2011	0027429 2011-0059361	181.30
WARDEN, RICHARD DID NOT OWN 1/1/2011	0067780 2009-0059022	68.42
WARDEN, RICHARD DID NOT OWN 1/1/2010	0067780 2010-0053948	55.01
WARDEN, RICHARD DID NOT OWN 1/1/2011	0067780 2011-0059960	52.02

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/06/2011

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
WAYLAND, CAROLYN KINNE EXECUTO MAPPING ERROR CORRECTION	0082612 2011-0060334	910.92
WELLS, CHARLES & BARBARA VALUE CORRECTION ADJUSTMENT	7648600 2011-0060638	162.02
WELLS, TIM I SR & JUNE W APPRAISAL ERROR CORRECTION	7654750 2011-0060672	56.70
WETHERINGTON, EVELYN W DOUBLE LISTED-SEE ACCT 23537	0044474 2011-0090190	2,391.95
WEYERHAEUSER COMPANY APPRAISAL ERROR CORRECTION	0077964 2011-0061145	3.29
WEYERHAEUSER COMPANY APPRAISAL ERROR CORRECTION	7723399 2011-0061223	206.71
WILLIAMS, JIMMY LEE APPRAISAL ERROR CORRECTION	8001415 2011-0062832	107.33
WILLIS, MAJOR B HRS BILLED INCORRECT OWNER- RE-BILLED	8067150 2011-0063238	278.57
WILSON, OLEDA DOUBLE BILLED MOBILE HOME-SAME ACCT	0034140 2011-0063471	47.51
WOOD, RAYMOND DARRELL JR ET AL APPRAISAL ERROR CORRECTION	0048674 2011-0063875	85.36
	80 -CREDIT MEMO(S)	15,949.71

REFUNDS SUBJECT TO BOARD APPROVAL ON 09/06/2011

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
CROW, KENNETH F ORDERED BY BOARD OF E & R 8-16-2011	0061691 2010-0092672	382.54
FIRST CITIZENS BANK BUS. LOCATED ON BOARD CHERRY POINT	2310209 2006-0017721	982.91
FIRST CITIZENS BANK BUS. LOCATED ON BOARD CHERRY POINT	2310209 2007-0018217	1,694.96
FIRST CITIZENS BANK BUS. LOCATED ON BOARD CHERRY POINT	2310209 2008-0018665	1,751.15
FIRST CITIZENS BANK BUS. LOCATED ON BOARD CHERRY POINT	2310209 2009-0018704	1,982.33
FIRST CITIZENS BANK BUS. LOCATED ON BOARD CHERRY POINT	2310209 2010-0017111	1,418.88
SASSER, BYRON & SASSER, TRAVIS ORDERED BY BOARD OF E & R 8-16-2011	0072975 2010-0045423	2.88
STALLINGS, ROBERT L III ORDERED BY BOARD OF E & R 8-16-2011	6833275 2010-0048561	338.38
WOODARD, ALAN V ORDERED BY BOARD OF E & R 8-16-2011	8166301 2010-0098116	199.98
	9 -REFUND(S)	8,754.01

September 6, 2011

The settlement of the Craven County Tax Collector for the tax year 2010 (Fiscal Year 2010-2011) is listed below. The settlement should be approved by motion of the Board before the charge is made for the current year's taxes.

**CRAVEN COUNTY, NORTH CAROLINA
YEAR ENDED JUNE 30, 2011**

General Fund Original Levy	\$	41,552,884.60
Fire District Original Levy		<u>1,584,942.67</u>
Total Original Levy	\$	43,137,827.27
Add:		
Afterlists		5,280,621.20
Additions		52,104.99
Plus Adjustments		<u>-0-</u>
Total	\$	48,470,553.46
Less:		
Write-offs		28,401.00
Adjustments		61.12
Releases		<u>913,451.77</u>
Net Levy	\$	47,528,639.57
Collected	\$	46,546,791.78
Uncollected as of June 30, 2011	\$	981,847.79

Percentage of 2010 taxes collected ----- 97.93

Net taxable valuation -- \$9,582,126,280

**ANNUAL REPORT OF REAL PROPERTY, CERTIFIED VALUATION AND
PERSONAL PROPERTY OTHER THAN REGISTERED MOTOR VEHICLES**

September 6, 2011

**CRAVEN COUNTY, NORTH CAROLINA
YEAR ENDED JUNE 30, 2011**

General Fund Original Levy	\$	37,437,162.82
Fire District Original Levy		<u>1,417,304.12</u>
Total Levy	\$	38,854,466.94
Add:		
Afterlists		5,280,621.20
Plus Adjustments		-0-
Additions		<u>51,917.39</u>
Total	\$	44,187,005.53
Less:		
Writeoffs		5,046.48
Adjustments		61.12
Releases		<u>531,025.69</u>
Net Levy	\$	43,650,872.24
Collected	\$	43,017,868.62
Uncollected as of June 30, 2011	\$	633,003.62

Percentage of 2010 taxes collected ----- 98.55

Net taxable valuation -- \$8,866,370,201

ANNUAL REPORT OF REGISTERED MOTOR VEHICLES

September 6, 2011

**CRAVEN COUNTY, NORTH CAROLINA
YEAR ENDED JUNE 30, 2011**

General Fund Original Levy	\$	4,115,721.78
Fire District Original Levy		<u>167,638.55</u>
Total Original Levy	\$	4,283,360.33
Add:		
Additions		187.60
Plus Adjustments		<u>-0-</u>
Total	\$	4,283,547.93
Less:		
Write-offs		23,354.52
Adjustments		-0-
Releases		<u>382,426.08</u>
Net Levy	\$	3,877,767.33
Collected	\$	3,528,923.16
Uncollected as of June 30, 2011	\$	348,844.17

Percentage of 2010 taxes collected ----- 91.00

Net taxable valuation -- \$715,756,079

2011 CHARGE TO THE CRAVEN COUNTY TAX COLLECTOR

**STATE OF NORTH CAROLINA
COUNTY OF CRAVEN**

TO THE TAX COLLECTOR OF THE COUNTY OF CRAVEN

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of the Craven County Tax Collector and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Craven, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayer, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 6th day of September 2011.

Steve Tyson, Chairman
Craven County Board of Commissioners

Attest:

Gwendolyn M. Bryan, Clerk
Craven County Board of Commissioners

**Division of Mental Health, Developmental Disabilities & Substance Abuse Services
Quarterly Fiscal Monitoring Report**

Area Program: East Carolina Behavioral Health
 for the period ending: June 30, 2011
 # of month in the fiscal year: 12
 (July = 1, August = 2, . . . , June = 12)

1. REPORT OF BUDGET VS. ACTUAL

ITEM	Cash Accrual	PRIOR YEAR		CURRENT YEAR			ANNUALIZED PERCENTAGE **
		(1)	(2)	(3)	(4)	(5)	
		BUDGET	ACTUAL	BUDGET	ACTUAL YR-TO-DATE	BALANCE (Col. 3-4)	
REVENUE							
Client Fees							
Medicaid - "Regular Fee-for-Service"		7,000,000	7,100,192	9,000,000	6,206,211	2,793,789	68.96%
Medicaid - CAP/MRDD		600,000	552,513	800,000	397,293	402,707	49.66%
Medicare							
Insurance			190				#DIV/0!
Other Local		359,600	536,368	319,622	506,752	(187,130)	158.55%
Appropriation of Fund Balance *		1,000,000		186,000		186,000	
Total Local Funds		8,959,600	8,189,263	10,305,622	7,110,256	3,195,366	68.99%
County Appropriations (by county):							
Beaufort County		173,599	173,599	173,599	173,599	-	100.00%
Bertie County		49,390	49,390	49,390	49,390	-	100.00%
Camden County				13,976	13,313	663	95.26%
Chowan County				3,200	4,232	(1,032)	132.25%
Craven County		272,629	276,138	274,827	276,638	(1,811)	100.66%
Currituck County				63,100	66,762	(3,662)	105.80%
Dare County				70,000	36,130	33,870	51.61%
Gates County		39,434	37,817	39,434	38,863	571	98.55%
Hertford County		84,390	85,011	84,250	85,277	(1,027)	101.22%
Hyde County				12,700	12,419	281	97.79%
Jones County		31,268	29,079	23,597	23,362	235	99.00%
Martin County				51,842	48,342	3,500	93.25%
Northampton County		81,614	83,614	81,614	83,614	(2,000)	102.45%
Pamlico County		39,194	35,184	35,293	35,907	(614)	101.74%
Pasquotank County				58,300	59,810	(1,510)	102.59%
Perquimans County				16,045	15,804	241	98.50%
Pitt County		747,050	754,752	608,000	606,811	1,189	99.80%
Tyrrell County				10,006	9,906	100	99.00%
Washington County				16,000	16,000	-	100.00%
Total County Funds		1,518,568	1,524,584	1,685,173	1,656,179	28,994	98.28%
Service Management Funds		5,635,408	5,782,980	7,550,143	7,189,228	360,915	95.22%
Service Delivery Funds		23,903,368	24,185,069	42,227,988	41,234,216	993,772	97.65%
All Other State/Federal Funds		2,703,795	2,316,856	1,384,388	1,344,334	40,054	97.11%
Total State and Federal Funds		32,242,571	32,284,905	51,162,519	49,767,778	1,394,741	
TOTAL REVENUE		42,720,739	41,998,752	63,153,314	58,534,213	4,619,101	92.69%
EXPENDITURES:							
Service Management		5,868,542	5,200,598	8,154,986	7,393,979	761,007	90.67%
Directly Provided Services							
Provider Payments		35,492,949	35,028,745	52,319,784	41,052,033	11,267,751	78.46%
All Other		1,359,248	959,796	2,679,044	2,201,723	477,321	82.18%
TOTAL EXPENDITURES		42,720,739	41,189,139	63,153,814	50,647,735	12,506,079	80.20%
CHANGE IN CASH BALANCE			809,613		7,886,478		
Beginning Unrestricted Fund Balance					9,140,358		
Current Estimated Unrestricted Fund Balance and percent of budgeted expenditures		21.40%	9,140,358	31.68%	20,004,516		

* "Appropriation of Fund Balance" represents the Area Program Fund Balance that has been incorporated as part of the Approved Budget. Actual Yr-To-Date should reflect Fund Balance utilized to date and an explanation needs to be provided for the specific uses of fund.
 ** annualized Revenue percentage less than 90% and Expenditure percentages greater than 110% must be explained on the attachment and submitted with the Fiscal Monitoring Report

2. CURRENT CASH POSITION:	(1)	(2)	(3)	(4)	(5)	Receivables net of Allowance for Uncollectible Receivables
	30 DAYS	60 DAYS	90 DAYS	OVER 90 DAYS	TOTAL	
Accounts Payable (Accrual Method)					\$ 1,791,624	
Account Receivable (Accrual Method)					\$ 4,973,893	

Current Cash in Bank: 25,814,723

3. SERVICE EXCEPTIONS: (Provided Based on System Capability)

Services authorized but not billed

* We certify (a) this report to contain accurate and complete information, (b) explanations are provided for any expenditure item with an annualized expenditure rate greater then 1 and for any revenue item with an annualized receipt rate of less than 90%, and (c) a copy of this report has been provided to each county manager in the catchment area".

Area Director _____ date _____ Area Finance Officer _____ date _____ Area Board Chair _____ date _____
 CC: County Manager for each county within the catchment area.

**RESOLUTION
RECOGNIZING THE FAMILY
OF SERGEANT JOSHUA J. MILHORN
AS MILITARY FAMILY OF THE QUARTER**

WHEREAS, Sergeant Joshua J. Milhorn is currently an active duty Marine stationed on Marine Corps Air Station Cherry Point, N.C., working with CNATTMARUNIT; and

WHEREAS, Sgt. Milhorn shows extreme diligence in performing his duties as an Ordinance Instructor/Instructor Evaluator, by training, mentoring, and providing new accession Marines to the fleet, as well as being a Suicide Prevention Specialist for his unit; and

WHEREAS, he contributes much of his personal time as an active participant in community activities and services, accumulating over 70 volunteer hours coaching youth soccer, assisting in the Senior Games, Special Olympics, Knights of Columbus and with Park University; and

WHEREAS, Sergeant Milhorn's wife, Brittany Milhorn, also volunteers her time in the community coaching a youth soccer team; and

WHEREAS, the Milhorn's have a son, Nate, and two daughters, Madison and Isabella, ages, six, four and nine months.

NOW, THEREFORE, BE IT RESOLVED THAT THE CRAVEN COUNTY BOARD OF COMMISSIONERS recognizes the family of Sergeant Joshua J. Milhorn for their significant contributions and generosity which have made a positive and lasting impact on the surrounding community.

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

Adopted this 6th day of September, 2011.

Chairman Steve Tyson
Craven County Board of Commissioners

Gwendolyn M. Bryan
Clerk to the Board

PROCLAMATION

WHEREAS, sickle cell disease is an inherited blood disorder that causes pain, infection, disability, economic strain and even death among many ethnic groups; and

WHEREAS, approximately one out of every 294 African-American American North Carolinians is born with sickle cell disease, and one out of every 10 carries the sickle cell trait. No cure for this disease exists, though treatment is available to help those with sickle cell disease lead more productive and rewarding lives; and

WHEREAS, since 1973, the North Carolina Sickle Cell Syndrome Program has provided quality services throughout the State, which includes screening of all newborns, general screening by request for the public, education, genetic counseling, medical expense reimbursement and social support for affected persons; and

WHEREAS, 2011 marks 101 years since the discovery and documentation of sickle cell disease by Dr. James B. Herrick, Professor of Medicine at Rush Medical College in Chicago in 1910; and

NOW, THEREFORE, THE CRAVEN COUNTY BOARD OF COMMISSIONERS proclaims the month of September 2011, as

“SICKLE CELL AWARENESS MONTH”

in Craven County and urges all citizens to recognize and support this observance.

Adopted this 6th day of September, 2011

Chairman Steve Tyson
Craven County Board of Commissioners

Gwendolyn M. Bryan
Clerk to the Board

Administration Building
406 Craven Street
New Bern, NC 28560
Fax 252-637-0526
manager@cravencounty.com

Craven County



Commissioners 252-636-6601
Manager 252-636-6600
Finance 252-636-6603
Human Resources 252-636-6602

Board of Commissioners
Steve Tyson, Chairman
Lee Kyle Allen, Vice Chairman
Scott C. Dacey
Thomas F. Mark
Tom McCabe
Dorie Sampson, Jr.
Jeremy S. Taylor

Administrative Staff
Harold Blizzard, County Manager
Jack Veit, Assistant Manager
Gwendolyn M. Bryan, Clerk to the Board
Rick Hemphill, Finance Director
Joan Harrell, Human Resources Director

MEMORANDUM:

TO: Gwen Bryan, Clerk to the Board

FROM: Sherry Riggs, JCPC Chairperson 

SUBJECT: Juvenile Crime Prevention Council Appointments

DATE: August 8, 2011

Following is a list of Juvenile Crime Prevention Council (JCPC) members whose appointments expired on June 30, 2011. Also shown is the area in which they represent on the Council. The Council is requesting the following be re-appointed for a two-year term:

Richard Bowers	At-Large
Lillie Hayes	At-Large
Robert Keeter	At-Large
Jennifer Knight	Business Representative
Scott Harrelson	Health Director
Mary Mallard	Chief Court Counselor
Carol Mattocks	At-Large
Rudy Riggs	Sheriff/Designee
Sherry Riggs	County Manager/Designee
Jackie Smith	District Attorney/Designee
Cheryl Spencer	Chief District Court Judge/Designee
Hollyanne Trombley	Department of Social Services
Nancy Wells	Mental Health Representative

We have two additional vacancies to fill, the Chief of Police and a representative from the faith community. These will be presented for consideration as they become available.

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT - VACANT LAND

CRAVEN COUNTY

CRAVEN COUNTY, as Buyer, hereby offers to purchase and EDWARD B. ELLIS, JR. and wife VERONICA J. ELLIS, collectively as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located near the City of Havelock, Township No. 6, Craven County, North Carolina, being known as and more particularly described as: See Exhibit "A" attached hereto and incorporated herein by reference, and consisting of approximately 1.22 acres. Also being a portion of that lot bearing Tax Parcel Identification Number 6-214-020; subject to a survey by the Buyer, at Buyer's sole cost.

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Subdivision Name: N/A

Plat Reference: Lot _____, Block or Section _____ as shown on Plat Book or Slide _____ at Page(s) _____

A portion of the property in Deed Reference: Book 2392, Page No. 923, Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$37,454.00 and shall be paid in U.S. Dollars. Should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver good funds to the payee. In the event Buyer does not timely deliver good funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer. The purchase price shall be paid as follows:

(a) \$2,000.00 EARNEST MONEY DEPOSIT with this offer by cash personal check bank check certified check other: Governmental Check, to be deposited and held in escrow by Sumrell, Sugg, Carmichael, Hicks & Hart, PA ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$0.00, (ADDITIONAL) EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than N/A _____, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) \$0.00, OPTION FEE in accordance with paragraph 13, Alternative 2, to be paid to Seller on the Effective Date as set forth in paragraph 22. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave blank).

(d) \$0.00, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

(e) \$0.00, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(f) \$35,454.00, BALANCE of the purchase price in cash at Closing.

3. LOAN CONDITION:

(a) Loan. Intentionally deleted.

(b) Loan Obligations: Intentionally deleted.

(c) Inability to Obtain Loan Approval: Intentionally deleted.

4. FLOOD HAZARD DISCLOSURE/CONDITION (Choose ONE of the following alternatives):

To the best of Seller's knowledge, the Property IS located partly or entirely within a designated Special Flood Hazard Area. Buyer understands that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.

To the best of Seller's knowledge, the Property IS NOT located partly or entirely within a designated Special Flood Hazard Area. If, following the Effective Date of this contract, it is determined that the Property is located partly or entirely within a designated Special Flood Hazard Area according to the current FEMA flood map, or if this contract is subject to a Loan Condition and Buyer's lender requires Buyer to obtain flood insurance as a condition of making the Loan, then in either event Buyer shall have the right to terminate this contract upon written notice to Seller, and all earnest monies shall be refunded to Buyer.

Buyer initials _____ Seller initials _____

5. OTHER CONDITIONS: (State N/A in each blank that is not a condition to this contract.)

- (a) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for activities directly, and incidentally related to, the operation of a public water enterprise system.
- (b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (c) The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer.
- (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. SPECIAL ASSESSMENTS: NOTE: For purposes of this agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of such assessments, if any): None.

Unless otherwise agreed, Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property for the current year, past year(s), and all deferred (rollback) taxes shall be paid for by Seller; (b) All late listing penalties, if any, shall be paid by Seller; (c) Rents, if any, for the Property shall be prorated through the date of Closing; (d) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are: N/A. Unless otherwise agreed, Buyer shall pay any fees required for obtaining account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association.

8. EXPENSES: Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Seller shall pay at Closing \$0.00 toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

9. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

Buyer initials _____ Seller initials _____

10. LABOR AND MATERIAL: Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

11. CLOSING: Closing shall be defined as the date and time of recording of the deed and shall be on or before **October 31, 2011** (the "Closing Date"). All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before the Closing Date at a place and time designated by Buyer. The deed is to be made to: **CRAVEN COUNTY**.

Absent agreement to the contrary in this contract or any subsequent modification thereto, the following terms shall apply: If either party is unable to close by the Closing Date, then provided that the party is acting in good faith and with reasonable diligence to proceed to closing, such party shall be entitled to reasonable delay of the Closing Date and shall give as much notice as possible to the non-delaying party and closing agent. In such event, however, either party for whom the Closing Date is delayed shall have a maximum of ten (10) days from the Closing Date, or any extension of the Closing Date agreed-upon in writing, in which to close without payment of interest. Following expiration of the ten-day period, the party not ready to close shall be responsible for paying to the other party (if ready, willing and able to close) interest on the purchase price at the rate of eight percent (8%) per annum accruing from the end of the ten-day period until closing occurs or the contract is terminated. Should the delay in closing continue for more than thirty (30) days from the last agreed-upon extension of the Closing Date, however, then the non-delaying party shall have the unilateral right to terminate the contract and receive the earnest money, but the right to such receipt shall not affect any other remedies available to the non-delaying party for such breach.

CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

12. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. No alterations, excavations, tree removal or other such activities may be done before possession is delivered. Seller shall remove, by the date possession is made available to the Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

13. PROPERTY INSPECTION/INVESTIGATION (Choose ONLY ONE of the following Alternatives):

ALTERNATIVE 1:

(a) Soil, Water, Utilities And Environmental Contingency: This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's Intended Use, (ii) utilities and water are available to the Property, (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv) there is no flood hazard that prohibits, restricts or limits Buyer's Intended Use (collectively the "Reports"). All costs and expenses of obtaining the Reports shall be borne by Buyer. Buyer shall use Buyer's best efforts to obtain such Reports. If the Reports cannot be obtained, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by **October 15, 2011** that this condition cannot be satisfied, **TIME BEING OF THE ESSENCE**.

(b) Sewer System (check only ONE):

Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to the system. Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the system. If the system is not performing the function for which intended and is in need of immediate repair, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by _____ that this condition cannot be satisfied, **TIME BEING OF THE ESSENCE**.

This Contract is contingent upon Buyer Seller ("Responsible Party") obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) conventional or other _____ ground absorption sewage system for a _____ bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Responsible Party unless otherwise agreed. In any event Seller, by no later than _____, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Responsible Party shall use best efforts to obtain such Permit or written evaluation. If the Improvement Permit or written evaluation from the County cannot be obtained by _____ (date), either party may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer.

Buyer initials _____ Seller initials _____

Buyer has investigated and approved the availability, costs and expenses to connect to a public or community sewer system.
(c) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

ALTERNATIVE 2: *(This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)*

(a) Property Investigation with Option to Terminate: In consideration of the sum set forth in paragraph 2(c) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on _____, 20____, **TIME BEING OF THE ESSENCE** (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) Exercise of Option: If Buyer delivers the Termination Notice prior to the Option Termination Date, **TIME BEING OF THE ESSENCE**, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraphs 3, 4 or 5 above. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.

(c) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

14. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising and evaluating the Property, and performing the tests and inspections permitted in this contract. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof. Notwithstanding the foregoing, Seller shall be responsible for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions.

15. OTHER PROVISIONS AND CONDITIONS: (CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO. (NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE AGENTS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)

- | | |
|-----------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Owners' Association Disclosure And Addendum (Form 2A12-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | |
| <input type="checkbox"/> OTHER: | |

16. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

17. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

18. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision. (NOTE: If Alternative 2 under paragraph 13 of this contract will apply, Seller should seek advice concerning the taxation of the Option Fee.)

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Buyer initials _____ Seller initials _____

19. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

20. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

21. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

22. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Address" section below. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract may be signed in multiple originals, all of which together constitute one and the same instrument, and the parties adopt the word "SEAL" beside their signatures below.

Buyer has has not made an on-site personal examination of the Property prior to the making of this offer.

Date: _____

Date: _____

Buyer _____ (SEAL)

Seller _____ (SEAL)

Date: _____

Date: _____

Buyer _____ (SEAL)

Seller _____ (SEAL)

BUYER NOTICE ADDRESS:

406 Craven Street, New Bern, North Carolina
New Bern, North Carolina 28560

SELLER NOTICE ADDRESS:

2175 Judge Fran Jamieson Way, Suite 202
Viera, Florida 32940

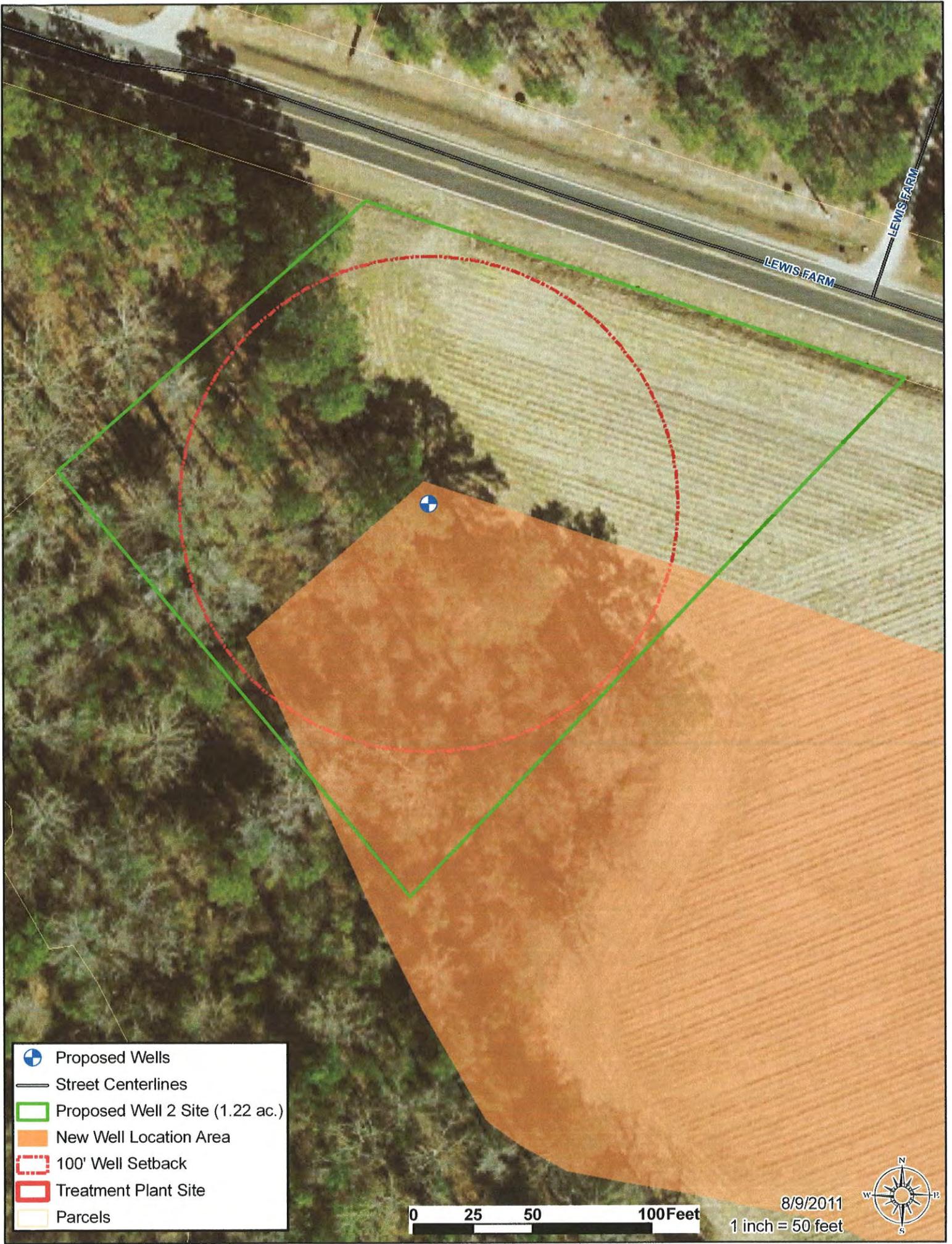
Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date _____

Firm: Sumrell, Sugg, Carmichael, Hicks & Hart, P.A.

By: _____
(Signature)

Buyer initials _____ Seller initials _____



-  Proposed Wells
-  Street Centerlines
-  Proposed Well 2 Site (1.22 ac.)
-  New Well Location Area
-  100' Well Setback
-  Treatment Plant Site
-  Parcels

0 25 50 100 Feet

8/9/2011
1 inch = 50 feet

