

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING
MONDAY, FEBRUARY 16, 2026
6:00 PM**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

- 1. PUBLIC HEARING – COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATIONS: Kate Fersinger, Housing Resiliency Consultant, Insight Consulting Group**
- 2. PUBLIC HEARING – COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT (CDBG-CV) COVID: Kate Fersinger, Housing Resiliency Consultant, Insight Consulting Group**
- 3. PUBLIC HEARING – 2021 COMMUNITY DEVELOPMENT BLOCK GRANT NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM AMENDMENT: Kate Fersinger, Housing Resiliency Consultant, Insight Consulting Group**
- 4. PRESENTATION OF THE COUNTY’S 2025 ANNUAL AUDIT: Hunter Wiseman, Audit Manager, Thompson, Price, Scott, Adams & CO, P.A.**
- 5. PETITIONS OF CITIZENS – AGENDA TOPICS**
- 6. CONSENT AGENDA**
 - A. Minutes of January 20, 2026 Regular Session**
 - B. Tax Releases and Refunds**
 - C. Planning – Request to Set Public Hearing – CDBG – Economic Development Application**
 - D. Planning – Request for Addition to State Maintained Secondary Road System – Forest Oaks Subdivision**
 - E. Planning – Request for Addition to State Maintained Secondary Road System – Indian Woods Subdivision**
 - F. Planning – Request for Addition to State Maintained Secondary Road System – South Castle Drive**
 - G. Planning – Subdivision for Approval: Lucille Adams (4-Lot Minor Subdivision)**
 - H. Planning – E911 Street Signs – Budget Amendment**
 - I. Finance – Reimbursement Declaration – Office Building in Havelock**
 - J. Emergency Services – Military Vehicle Purchase – Budget Amendment**

DEPARTMENTAL MATTERS:

7. **PLANNING – COMMUNITY DEVELOPMENT CARES ACT (CDBG-CV) COVID – RESOLUTION:** Kate Fersinger, Housing Resiliency Consultant, Insight Consulting Group
8. **REGISTER OF DEEDS:** Joshua Kohr, Register of Deeds
 - A. 2025 Year Recap
 - B. Preservation Scanning Phase I Test Project – Budget Amendment
9. **ECONOMIC DEVELOPMENT – ECONOMIC DEVELOPMENT STATE GRANT – INDUSTRIAL PARK IMPROVEMENTS PROJECT ORDINANCE AND BUDGET AMENDMENT:** Jeff Wood, Economic Development Director
10. **CARTS – APPROVAL OF VARIOUS AMENDED POLICIES:** Deanna Trebil, Transportation Director
11. **RECREATION AND PARKS:** Mark Seymour, Recreation and Parks Director
 - A. Acceptance of the Harold Bate Foundation Grant – Budget Amendment
 - B. Kayak Rental Agreement with Craven County Tourism Development Authority (TDA) and Whenever Water Sports
 - C. Craven County Parks Update
12. **APPOINTMENTS**
13. **COUNTY ATTORNEY’S REPORT:** Arey Grady
14. **PETITIONS OF CITIZENS – GENERAL TOPICS**
15. **COUNTY MANAGER’S REPORT:** Jack Veit
16. **COMMISSIONERS’ REPORTS**
17. **CLOSED SESSION**

**1. PUBLIC HEARING – COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
APPLICATIONS: Kate Fersinger**

At 6:00 PM, or soon thereafter, the Board will be requested to go into public hearing to receive public comment regarding Craven County's intention to apply for funding associated with the FY2026 Community Development Block Grant Programs, sponsored by the North Carolina Department of Commerce, Rural Economic Development Division (REDD).

The public hearing notice was published in the *Sun Journal* on February 3, 2026.

Board Action: Receive information

2. PUBLIC HEARING – COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT (CDBG-CV) COVID: Kate Fersinger

At 6:00 PM, or soon thereafter, the Board will be requested to go into public hearing to receive public comment regarding Craven County's intention to submit one CDBG application to the NC Department of Commerce for funds to assist with the purchase of Emergency Medical Services Equipment, Nature Park Construction, and Acquisition of Real Property for Recreational Activities.

The public hearing notice was published in the *Sun Journal* on February 3, 2026.

Board Action: Receive information

**3. PUBLIC HEARING – 2021 COMMUNITY DEVELOPMENT BLOCK GRANT NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM AMENDMENT:
Kate Fersinger**

At 6:00 PM, or soon thereafter, the Board will be requested to go into public hearing to receive public comment regarding Craven County's intention to request a program amendment to the 2021 CDBG Program to request additional funding that would financially support additional community development activities identified by the County, such as acquisition of real property and public facilities equipment for community development activities.

The public hearing notice was published in the *Sun Journal* on February 5, 2026.

Board Action: Receive information

4. PRESENTATION OF THE COUNTY'S 2025 ANNUAL AUDIT: Hunter Wiseman

Hunter Wiseman, Audit Manager, with the accounting firm of Thompson, Price, Scott, Adams & Co, P.A., will present to the Board of Commissioners the County's annual audit report for the fiscal year ended June 30, 2025.

A copy of his presentation is provided in the attached document.

Board Action: Receive information

CRAVEN COUNTY



Presentation of Audit Results

Fiscal Year Ended June 30, 2025



Alan W. Thompson, CPA
1626 S Madison Street
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CRAVEN COUNTY

Presentation Agenda

- I. General Comments
- II. Required Communications
- III. Audit Results
- IV. Questions and Comments
- V. Close



CRAVEN COUNTY

Minimum Requirement for the Basic Financial Statements

- Management Discussion and Analysis
- Government-wide Financial Statements
- Fund Financial Statements
- Note to the Financial Statements
- Required Supplementary Information (RSI)



CRAVEN COUNTY

Types of Opinions

- Adverse
- Disclaim
- Qualified
- **Unmodified – “Clean” (Highest Level of Assurance)**



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Alan W. Thompson, CPA

R. Bryon Scott, CPA

Gregory S. Adams, CPA

December 12, 2025

To the Board of Commissioners
Craven County
New Bern, North Carolina

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Craven County for the year ended June 30, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated April 4, 2025. Professional standards also required that we communicate to you the following information related to our audit.



CRAVEN COUNTY

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Craven County are described in Note 1 to the financial statements. The County adopted GASB Statement 101, “Compensated Absences” and GASB Statement 102, “Certain Risk Disclosures” in the current year. We noted no transactions entered into by Craven County during the year for which there was a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. Significant estimate(s) for the County are allowance for doubtful accounts, compensated absences, and depreciation. We evaluated the key factors and assumptions used to develop these estimates and determined that they are reasonable in relation to the financial statements taken as a whole.

The disclosures in the financial statements are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to the financial statement users. One significant disclosure affecting the County’s financial statements relates to the implementation of GASB 101 which is discussed in the footnotes to the financial statements.



CRAVEN COUNTY

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.



CRAVEN COUNTY

Management Representation

We have requested certain representations from management that are included in the management representation letter dated December 12, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the governmental unit’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.



CRAVEN COUNTY

Other Significant Matters, Findings, or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as Craven County's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Efforts should be made to reconcile the reports provided by Utilities to the General Ledger for receivables. It appears that the subsidiary reports are tracking extremely old balances that have possibly been written off in the past or turned over to debt setoff. As such, the balances that are tracked by Utilities for outstanding customer receivables should reconcile to the amounts reflected on the General Ledger.

Also review your ledger for accounts that have typically been shown as a liability because the funds are collected and then remitted to the State or another outside agency. These items should be reflected in revenues and expenditures to ensure that preaudit steps are properly followed for the disbursement of the funds.

Also, the County had separate finance officer bonds for the County, TDA, and Airport Authority as required. The coverage period does not line up perfectly with the fiscal year, with the policies renewing in mid June. In the event that the budget increases subsequently to the issuance of the bond but before the period is over, the County should amend the policy to meet the minimum requirements based on the amended budget. The TDA and Airport were both in compliance with the original budget, but there was a period of days that the coverage was not adequate close to year end because of budget amendments that were made. Because of the amount of projects that are ongoing at the Airport (with funds transferring through the operating fund), the County should consider keeping a higher bond to avoid having to make amendments throughout the year for budget revisions.



CRAVEN COUNTY

Other Significant Matters, Findings, or Issues (Continued)

We disclosed items that were identified as technical errors in our review of the Medicaid program. Please review the schedule of findings and questioned cost in the audit report for a description of these errors. These items have been discussed with the DSS director, and a corrective action plan is in place to address the issues noted (see Findings 2025-001)

The Local Government Commission (LGC) will no longer initiate communications about concerns or findings (formerly considered unit letters). They have created a spreadsheet that has to be completed and submitted with the audit report. If that worksheet identifies what they consider a "Financial Performance Indicators of Concern" (FPICs), we are required to communicate those items to the Board. The County is required to submit a response within 60 days of the Board meeting in which the financial statements are presented. The detailed audit response should be presented to the entire Board, and signed by the entire Board, Finance Officer, and Manager. We are pleased to disclose that there are no items that require a response to the LGC for the current year.

Other Matters

We applied certain limited procedures to the Schedule of County's Proportionate Share of Net Pension Liability (LGERS), Schedule of County Contributions (LGERS), Schedule of County's Proportionate Share of Net Pension Asset (ROD), Schedule of County Contributions (ROD), Schedule of Changes in Total Pension Liability - Law Enforcement Officer's Special Separation Allowance, and Schedule of Changes in Total OPEB Liability and Related Ratios, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.



CRAVEN COUNTY

Other Matters (Continued)

We were engaged to report on the combining and individual non-major fund statement schedules, budgetary schedules, and other schedules, and the schedule of expenditures of federal and State awards, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the Introductory information and Statistical information, which is presented for the purpose of obtaining a Certificate of Excellence in Financial Reporting. This information accompanies the financial statements but is not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Please ensure that management and the Board is aware of the new GASB pronouncements for the upcoming fiscal year. Be especially mindful of GASB No.103: *Financial Reporting Model Improvements*, as the implementation of this standard may take a significant amount of time and resources to properly implement.



CRAVEN COUNTY

Restriction on Use

This information is intended solely for the use of the Board of Commissioners and management of Craven County and is not intended to be and should not be used by anyone other than these specified parties.



CRAVEN COUNTY

Financial Results for the Year Ended
June 30, 2025

CRAVEN COUNTY

FINANCIAL INFORMATION FOR 5 YEARS

	<u>2025</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>
Total Fund Balance - General Fund	\$ 69,366,441	\$ 65,533,753	\$ 65,129,097	\$ 59,604,035	\$ 50,080,951
Unavailable Fund Balance - Nonspendable and Restricted by State Statute	16,435,391	14,974,570	11,944,373	15,552,501	16,475,852
Available Fund Balance	52,931,050	50,559,183	53,184,724	44,051,534	33,605,099
Restricted, Committed and Assigned Fund Balance	15,447,009	15,019,549	12,258,245	15,599,600	16,916,152
Unassigned Fund Balance	52,150,779	50,456,258	52,870,852	44,004,435	33,164,799

NOTE: Available Fund Balance is the LGC calculation utilized as the basis for comparing Craven County to other units and calculating your fund balance percentages. Unassigned Fund Balance is the portion of fund balance that has not been restricted, committed, or assigned to specific purposes or other funds.

General Fund Expenditures (including transfers out less lease proceeds)	152,134,507	145,913,361	124,520,177	118,993,351	115,000,995
Fund Balance Available as % of General Fund Expenditures	34.79%	34.65%	42.71%	37.02%	29.22%
Fund Balance Unassigned as % of General Fund Expenditures	34.28%	34.58%	42.46%	36.98%	28.84%



CRAVEN COUNTY

FINANCIAL INFORMATION FOR 5 YEARS

	<u>2025</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>
Revenues over (under) expenditures before transfers and contributions for General Fund and Water Fund					
General Fund	\$ 7,461,038	\$ 14,095,517	\$ 6,138,903	\$ 17,321,055	\$ 15,783,689
Water Fund	(172,226)	662,432	(533,312)	168,321	163,472
Depreciation Expense					
Water Fund	1,604,230	1,732,147	1,719,584	1,707,137	1,680,666
Enterprise Funds -Net Position vs. Cash					
Water Fund					
Net investment in Capital Assets	35,995,924	34,221,913	31,144,244	26,257,735	26,347,589
Unrestricted Net Position	10,167,114	12,473,870	12,887,853	13,783,379	13,029,798
Net Position	46,163,038	46,695,783	44,032,097	40,041,114	39,377,387
Cash	10,166,695	12,594,316	13,220,407	13,790,354	13,527,381
Property Tax Rates	\$ 0.445	\$ 0.445	\$ 0.560	\$ 0.560	\$ 0.549
Collection Percentages	99.29%	99.35%	99.14%	98.97%	99.23%
Collection Percentages (excluding Motor Vehicle)	99.20%	99.27%	99.01%	98.83%	99.13%
Total Property Valuation	14,581,321,344	14,163,951,932	10,504,788,761	10,244,131,256	9,993,634,286
Net Levy Amount	\$ 64,975,047	\$ 63,674,051	\$ 58,904,114	\$ 57,421,403	\$ 55,022,220



CRAVEN COUNTY

FINANCIAL INFORMATION FOR 5 YEARS

	<u>2025</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>
Breakdown of General Fund Revenues					
Ad Valorem Taxes	\$ 65,100,116	\$ 64,061,929	\$ 59,101,199	\$ 57,451,585	\$ 55,350,382
Sales Tax	26,252,681	26,431,221	25,926,013	23,952,604	21,822,193
Intergovernmental Revenue	35,123,476	28,053,944	32,307,134	28,727,920	33,074,860
Sales and Services	20,770,357	20,381,629	17,949,560	17,629,177	16,896,108
Investment Earnings	3,374,148	4,031,342	2,173,374	(87,993)	(1,033)
Miscellaneous	1,118,947	1,375,166	690,300	3,997,870	1,358,655
Total	\$ 151,739,725	\$ 144,335,231	\$ 138,147,580	\$ 131,671,163	\$ 128,501,165
Breakdown of General Fund Expenditures					
General Government	\$ 20,964,134	\$ 18,757,985	\$ 23,838,295	\$ 15,684,932	\$ 17,052,034
Public Safety	28,665,436	26,728,535	25,415,368	22,578,274	20,796,895
Environmental Protection	8,947,457	8,865,464	8,094,358	7,347,292	7,241,021
Economic and Physical Development	6,888,104	3,627,920	3,285,278	2,762,522	2,577,985
Health	13,833,673	12,835,427	12,381,451	10,534,453	10,616,068
Social Services	25,802,271	23,175,384	22,757,869	20,173,753	19,525,187
Culture and Recreation	4,317,565	4,078,685	3,432,789	3,045,225	3,173,640
Education	32,107,469	29,333,261	29,951,912	29,250,647	28,798,446
Debt Service	2,752,578	2,837,053	2,851,357	2,973,010	2,936,200
Total	\$ 144,278,687	\$ 130,239,714	\$ 132,008,677	\$ 114,350,108	\$ 112,717,476
Government Wide Net Position					
Position	227,174,929	215,179,064	179,586,479	153,093,887	131,988,802
Restatement	(5,267,436)	14,123,763	-	-	97,793
Net Position Increase (decrease)	17,628,437	21,468,822	26,492,592	21,105,085	17,452,438

In 2021, County had a restatement to the Government Wide Net Position of \$97,793 due to implementation of GASB 84.

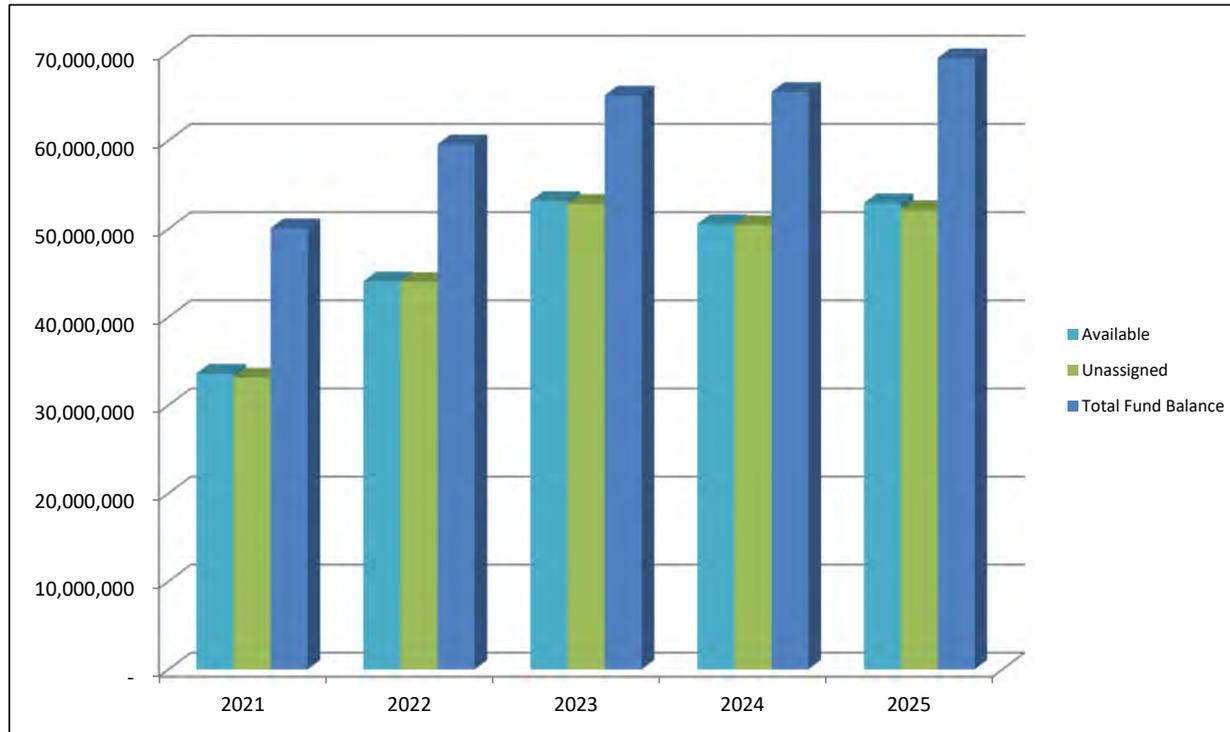
In 2024, County had a restatement to the Government Wide Net Position of \$14,123,768 due to a change in accounting guidance on the recording of Opioid Settlement Receivable

In 2025, the County had a restatement to the Government Wide Net Position of (\$5,267,436) due to a change in accounting guidance on the recognition of compensated absences liability.



CRAVEN COUNTY

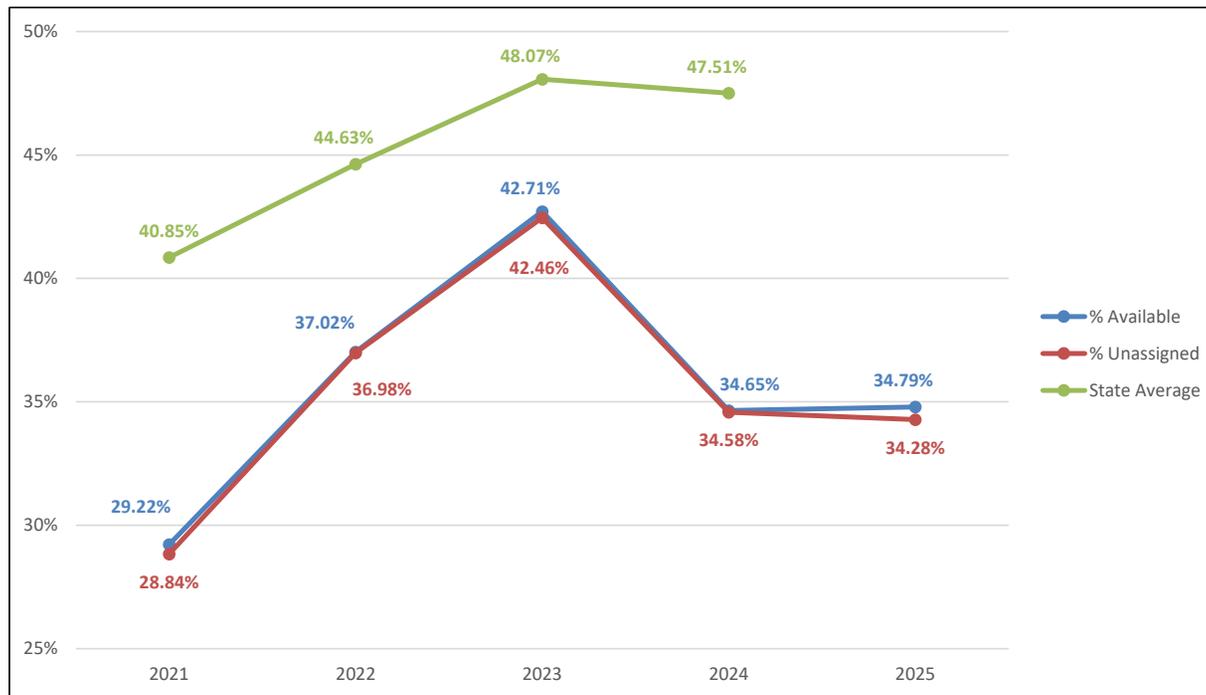
ANALYSIS OF FUND BALANCE – GENERAL FUND



CRAVEN COUNTY

ANALYSIS OF FUND BALANCE AVAILABLE AND UNASSIGNED AS % OF GENERAL FUND EXPENDITURES

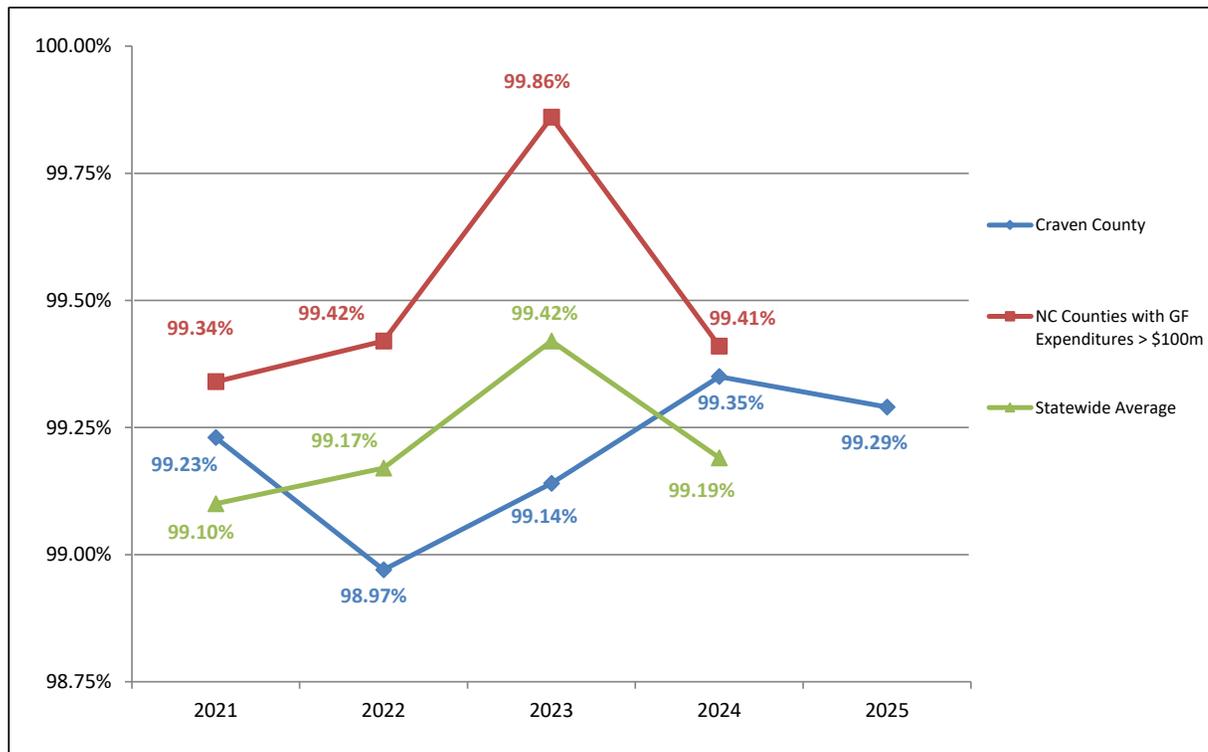
(Note – 2025 Statewide Average Not Available at Time of Presentation)



CRAVEN COUNTY

COLLECTION PERCENTAGES

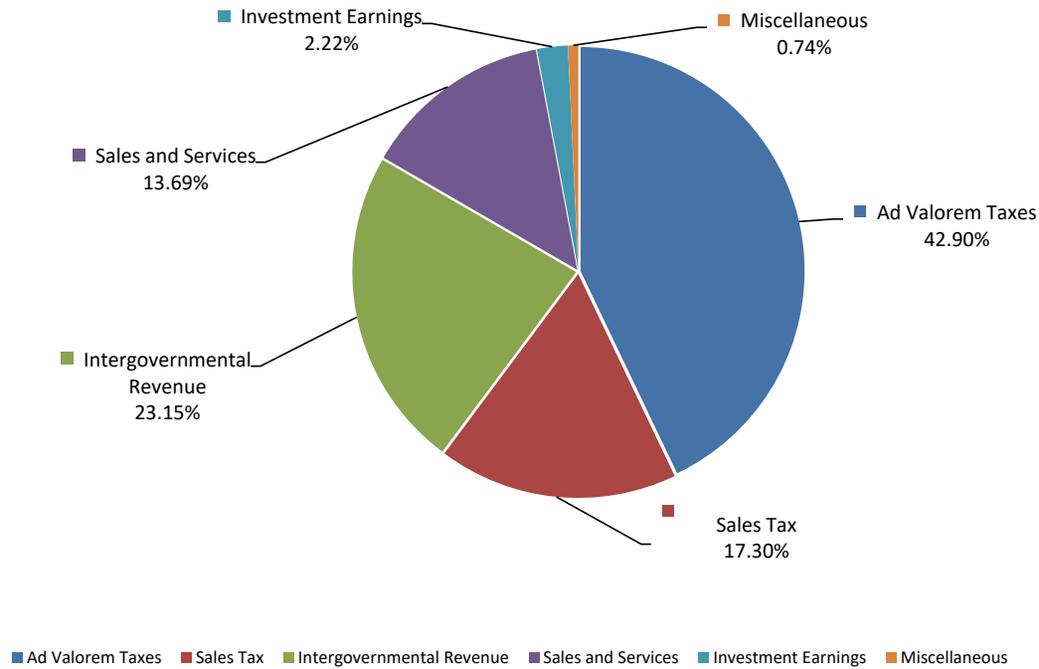
(Note – 2025 Group and Statewide Average Not Available at Time of Presentation)



CRAVEN COUNTY

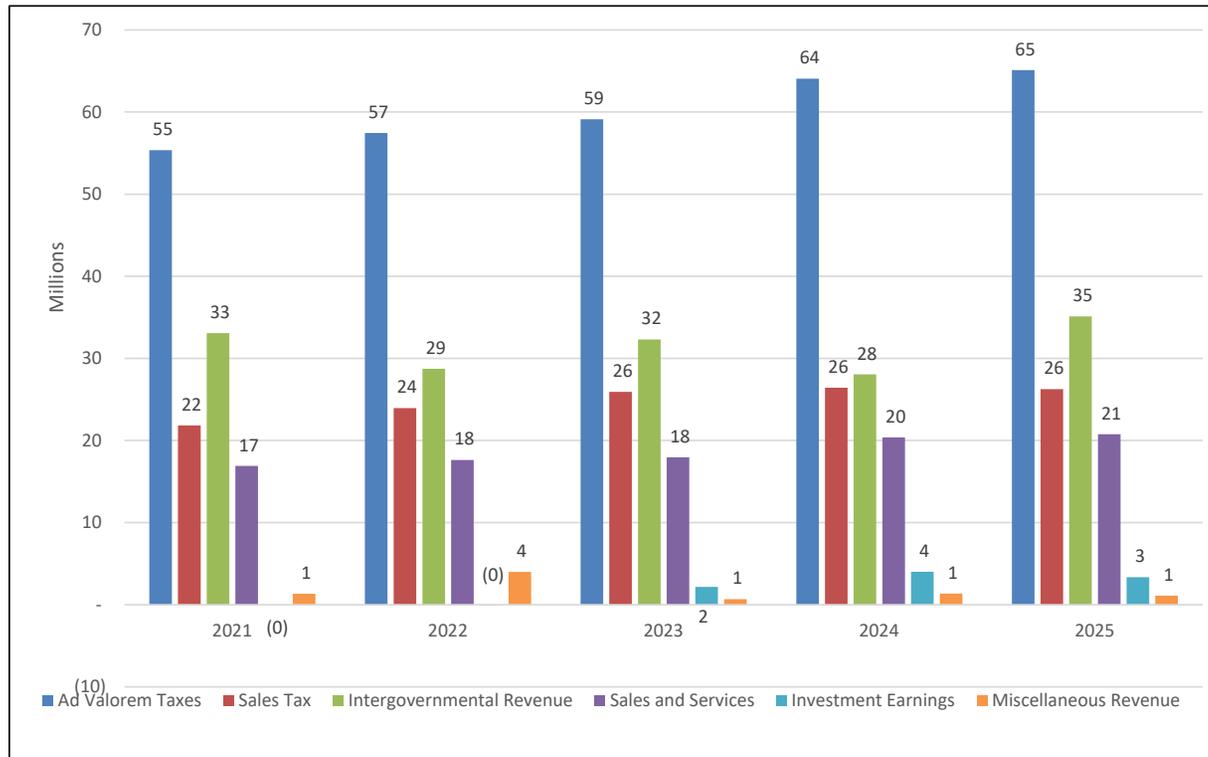
BREAKDOWN OF GENERAL FUND REVENUE

For the Year Ended June 30, 2025



CRAVEN COUNTY

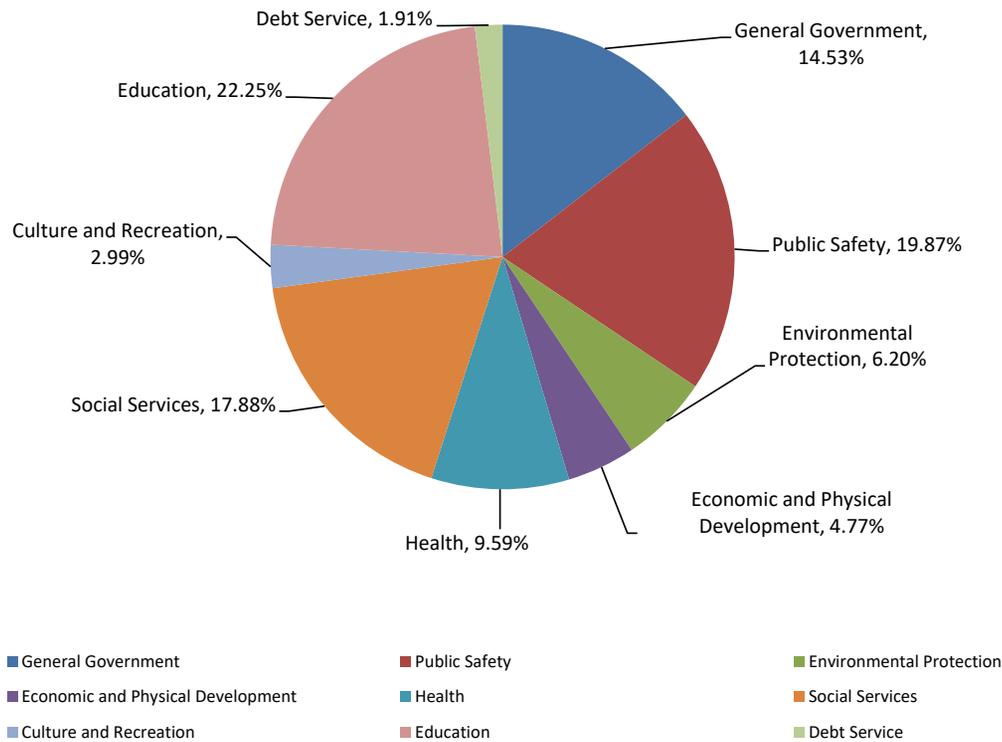
GENERAL FUND REVENUES BY SOURCE



CRAVEN COUNTY

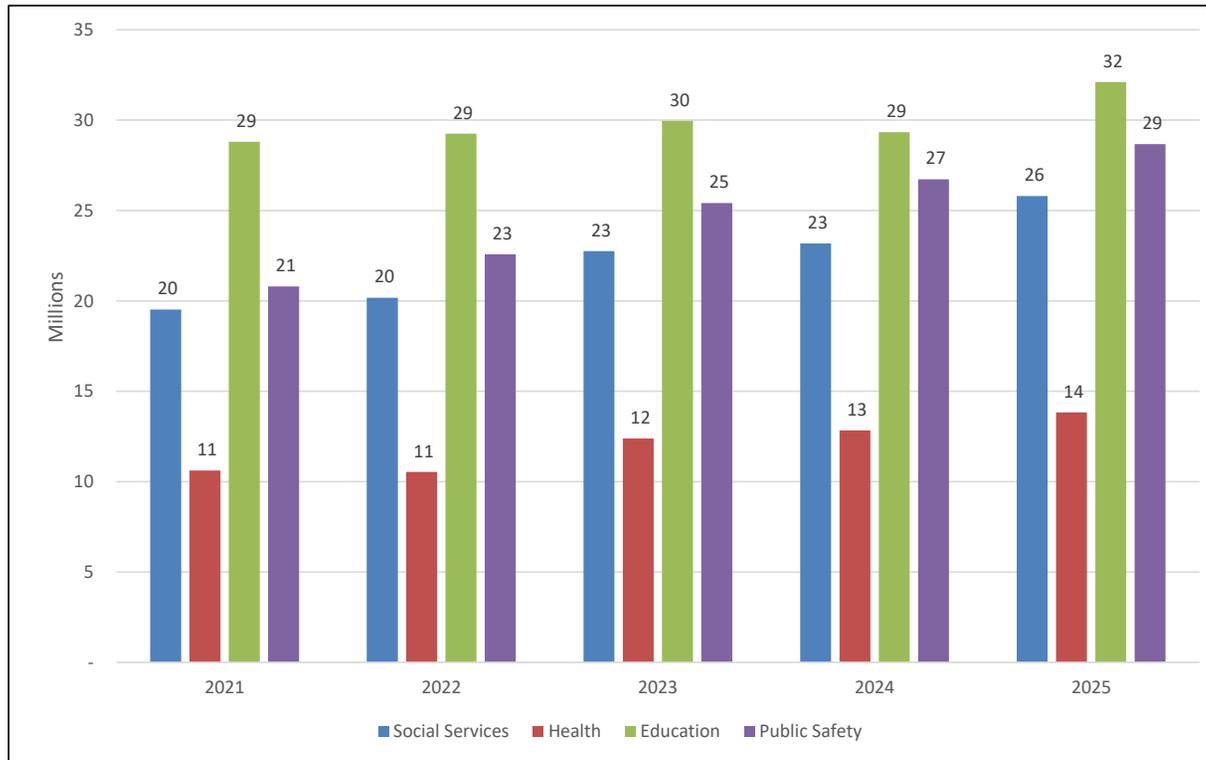
BREAKDOWN OF GENERAL FUND EXPENDITURES

For the Year Ended June 30, 2025



CRAVEN COUNTY

EXPENDITURE GROWTH BY SEGMENT



CRAVEN COUNTY

GENERAL FUND BALANCE PRESENTATION

FUND BALANCES:

Non Spendable		
Prepays	\$	1,767,559
Leases		1,094
Restricted		
Stabilization by state statute		14,666,738
Public Safety		99,004
Assigned		
Subsequent year's expenditures		681,267
Unassigned		52,150,779
Total Fund Balance:	\$	<u>69,366,441</u>





CRAVEN COUNTY

ADDITIONAL REQUIRED COMMUNICATIONS

Changes to the Audit Process

The Local Government Commission (LGC) will no longer initiate communications about concerns or findings (formerly considered unit letters). They have created a spreadsheet that has to be completed and submitted with the audit report. If that worksheet identifies what they consider a "Financial Performance Indicators of Concern" (FPICs), we are required to communicate those items to the Board.

You are required to submit a response within 60 days of the Board meeting in which the financial statements are presented. The detailed audit response should be presented to the entire Board, and signed by the entire Board, Finance Officer, and Executive Director.

The responses are required to be uploaded on the LGC's website. The following are the items that have to be addressed by responding directly to the LGC with a corrective action plan:

Stewardship Violation

The Representative Payee Fund (a special revenue fund) was overspent by \$32,253. It is hard to budget for this type of fund, not knowing how much benefits will be received or paid out for the beneficiaries in any given year. The County will track this budget more closely going forward.

The Tourism Authority Fund (which is presented as a component unit with the County's statements) was overspent by \$89,241, primarily because they did not budget for the initial recording of a subscription agreement. The Tourism Authority will monitor the budget more closely in the future to properly budget for future lease or subscription agreements.

Neither of these were considered to be a budget violation that would result in a finding.



CRAVEN COUNTY

STANDARDS IMPLEMENTED IN FY 2026

GASB Statement No. 103 – Financial Reporting Model Improvements

Approved in April 2024, this standard revamps the Management Discussion and Analysis, updates proprietary fund statements, and changes how budgetary comparison schedules are presented (moving them to Required Supplementary Information)

GASB Statement No. 104 – Capital Assets

Requires separate, detailed disclosures of capital assets held for sale, including their classification, carrying value, and specific asset types (intangible vs. tangible).

Both GASB statements presented above are effective for fiscal years beginning after June 15, 2025.

5. PETITIONS OF CITIZENS – AGENDA TOPICS

Comments directly pertaining to items on the agenda of any regularly scheduled meeting of the Board shall be made during an agenda comment period occurring at the beginning of each regularly scheduled meeting. Comments during this period shall be limited to those comments directly pertaining to items on the agenda for such meeting.

Each speaker must address the Board as a whole (and not any individual Commissioner, County staff member or the audience) from the lectern and shall begin his or her remarks by giving his or her name and address and the topic about which they intend to speak. Each speaker will have three (3) minutes to make remarks, as measured by a timer operated by County staff. A speaker may not yield any of his or her time to another speaker.

Speakers must be courteous in their language and presentation and must abide by generally accepted standards of decorum. Speakers shall not make the same or repetitive comments, whether during a particular comment period or over the course of multiple comment periods. Speakers shall not attack or insult any person or group of people, and speakers shall not give belligerent or hostile comments during any comment period.

Board Action: Receive information

6. CONSENT AGENDA

A. Minutes of January 20, 2026 Regular Session

The Board will be requested to approve the minutes of January 20, 2026 regular session, as provided in the following attachment.

B. Tax Releases and Refunds

The Board will be requested to approve the tax releases and refunds of February 2, 2026 and February 16, 2026, as provided in the following attachments.

Tax Administrator, Leslie Young, submitted justification for the following release:

Per N.C.G.S. 105-304, Account Number 147187, Owner - Jamison Reed & Jennifer Sanders, request to release 2025 Property Taxes \$2,805.45. Personal Property (watercraft) was listed and taxes paid in Carteret County.

C. Planning – Request to Set Public Hearing – CDBG – Economic Development Application

The Planning Department requests that the Board of Commissioners set a public hearing for March 2, 2026, at 6:00 PM. Craven County anticipates submitting a CDBG-Economic Development (CDBG-ED) application to the NC Department of Commerce for funds to assist with land acquisition and other activities supporting community and economic development. Citizens will be given the opportunity to provide oral and written comments on the County's use of CDBG-ED funds.

The purpose of this public hearing will be to obtain citizens' views and answer any questions posed by citizens regarding Craven County's intention to apply for funding associated with the CDBG-Economic Development (CDBG-ED) grant.

D. Planning – Request for Addition to State Maintained Secondary Road System – Forest Oaks Subdivision

The attached road addition resolution is requesting the Board of Commissioners to approve Neal Boulevard, Tina Mae Drive, Tommy Lane, and Jessica Court, located in the Forest Oaks Subdivision, to be turned over to the State of North Carolina for Maintenance. The resolution, once passed, will be forwarded to NCDOT for their final consideration and acceptance of the roads to the State Maintenance System.

Also included in the attachment is a map of the requested road addition.

E. Planning – Request for Addition to State Maintained Secondary Road System – Indian Woods Subdivision

The attached road addition resolution is requesting the Board of Commissioners to approve Arrowhead Trail, Bear Trail, and Eagle Trail, located in the Indian Woods Subdivision, to be turned over to the State of North Carolina for Maintenance. The resolution, once passed, will be forwarded to NCDOT for their final consideration and acceptance of the roads to the State Maintenance System.

Also included in the attachment is a map of the requested road addition.

F. Planning – Request for Addition to State Maintained Secondary Road System – South Castle Drive

The attached road addition resolution is requesting the Board of Commissioners to approve South Castle Drive, located off of Tebo Road/County Line Road, to be turned over to the State of North Carolina for Maintenance. The resolution, once passed, will be forwarded to NCDOT for their final consideration and acceptance of the roads to the State Maintenance System.

Also included in the attachment is a map of the requested road addition.

G. Planning – Minor Subdivision for Approval: Lucille Adams

The Planning Board met on January 22, 2026 and recommended the following subdivision for approval:

Lucille Adams (4-Lot Minor Subdivision):

- o Property is owned by Lucille F. Adams
- o Property is surveyed by Wheeler Land Surveying, PLLC
- o Property is located in Township 1 off River Road (SR 1400)
- o Parcel ID Number 1-057-036
- o Subdivision contains 4 lots on 2.28 acres
- o Lots will be served by Craven County water, and proposed individual septic systems

Maps of the proposed subdivision are attached.

H. Planning – E911 Street Signs – Budget Amendment

The Planning Department requests approval of the attached budget amendment in the amount of \$4,500. These funds will be used to complete Township 7 sign inventory and towards operating funds for the remaining fiscal year.

*This will allow the Planning Department to roughly complete 28 additional signs (cost per sign is around \$150/\$170).

I. Finance – Reimbursement Declaration – Office Building in Havelock

On December 30, 2025, the County completed the purchase of an office building located at 1208 E. Main Street in Havelock for \$1,252,241. To maintain the County's ability to reimburse itself from any future proceeds from a tax-exempt borrowing, it must declare its intent to do so no later than 60 days after the original expenditure.

Preliminary cost estimates for the purchase and renovation project at this location, referred to as Government Center East, are approximately \$6 million.

Attached is a copy of the reimbursement declaration for the Board's consideration.

J. Emergency Services – Military Vehicle Purchase – Budget Amendment

The recent impacts from Winter Storm Gianna demonstrated the need for an additional vehicle to support EMS agencies, fire departments, and general disaster response functions during inclement weather events. The Board is requested to consider approval of the attached budget amendment in the amount of \$8,500 to cover the cost of a surplus military vehicle.

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

1 **THE BOARD OF COMMISSIONERS OF CRAVEN COUNTY MET IN REGULAR**
2 **SESSION IN THE COMMISSIONERS' ROOM OF THE CRAVEN COUNTY**
3 **ADMINISTRATION BUILDING, 406 CRAVEN STREET, NEW BERN, NORTH**
4 **CAROLINA, ON TUESDAY, JANUARY 20, 2026. THE MEETING CONVENED AT 8:30**
5 **AM.**

6
7 **MEMBERS PRESENT:**

8 Chairman Denny Bucher
9 Commissioner Chadwick Howard
10 Commissioner Sherry Hunt
11 Commissioner Tim Mason
12 Commissioner E. T. Mitchell
13 Commissioner Beatrice R. Smith
14

15 **MEMBERS EXCUSED:**

16 Vice-Chairman Jason R. Jones
17

18 **STAFF PRESENT:**

19 Jack B. Veit, III, County Manager
20 Gene Hodges, Assistant County Manager
21 Arey Grady, County Attorney
22 Craig Warren, Finance Director
23 Amber Parker, Human Resources Director
24 Shane Digan, Assistant to the County Manager
25 Abigail G. Wilson, Clerk to the Board
26

27 County Attorney, Arey Grady, recited the following invocation, followed by the Pledge of
28 Allegiance.

29 *O God, our help in ages past, our hope for years to come, in the quiet before our*
30 *day's work begins, we lift our eyes to You. Beneath the weight of duty and the*
31 *press of time, we need Your grace. Help us hear the whisper of conscience, the*
32 *voice of the forgotten, and wisdom from above.*

33 *Remind us that our labor is not for ourselves alone, but our words and work shape*
34 *the soul of this County and echo through unborn generations. Let us not grow*
35 *weary in well-doing.*

36 *Breathe into this place, O Lord, a spirit of humility, courage, and hope. May we*
37 *walk this day by the light of Your eternal truth.*

38 *Grant wisdom to our Commissioners and let liberty's light shine brightly on our*
39 *County.*

40 *In Your holy name we pray. Amen.*

41 *Based upon the invocation given by Major General William Green, Jr. at the*
42 *01/09/2026*
43 *session of the US House of Representatives.*

44
45 Chairman Bucher made note that Vice-Chairman Jones' absence was to be expected, as he was
46 attending a training.

47
48 A motion was made by Commissioner Mitchell to approve the agenda, as presented. The motion
49 was seconded by Commissioner Smith and carried in a 6-0 roll call vote.

50
51 **CONSENT AGENDA**

52
53 Commissioner Mason requested to amend the consent agenda and add Item E, a resolution
54 recognizing Eula Mae Gooding on the occasion of her 100th Birthday. A motion was made by
55 Commissioner Mason to approve the consent agenda, as amended, inclusive of the Minutes of
56 January 5, 2025 Regular Session; Tax Releases and Refunds (**Credits = \$8,285.00; Refunds =**
57 **\$72.00**); Planning – Sandy Ridge Mobile Home Park Legal Fees Budget Amendment;
58 Administration – 2026 Bear-B-Q Competition Property Lease. The motion was seconded by
59 Commissioner Mitchell and carried in a 6-0 roll call vote.

60
61 **Planning**

62

63	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
64				
65	1010000-39901	\$4,000.00	1014910-41502	\$4,000.00
66	Current Year Fund Balance		Legal Services	
67				
68	TOTAL	\$4,000.00	TOTAL	\$4,000.00
69				

70 **Justification:** The Budget Amendment is needed to cover legal fees associated with Sandy
71 Ridge Mobile Home Park and the RV Park Ordinance.

72
73 **DEPARTMENTAL MATTERS: PLANNING**
74 **CRAVEN COUNTY RECREATIONAL VEHICLE PARK ORDINANCE ADOPTION**

75
76 Planning Director, Chad Strawn, presented for the Board's consideration to adopt the Craven
77 County Recreational Vehicle Park Ordinance. Mr. Strawn stated that over the last few months,
78 the Planning Department has been working to produce a draft Recreational Vehicle Park
79 Ordinance. On December 9, 2025, the Planning Board recommended that the draft ordinance be
80 forwarded to the Board of Commissioners for a public hearing. On January 5, 2026, the Board of
81 Commissioners held the required public hearing to consider adoption of the ordinance. He noted
82 that a copy of the proposed ordinance was made available for public viewing on the Craven
83 County website and at the Planning Department beginning December 22, 2025. He added that
84 since all requirements have been met thus far, he requested the Board consider adopting the
85 following ordinance. Mr. Strawn was available for questions. A motion was made by
86 Commissioner Howard to adopt the proposed Recreational Vehicle Park Ordinance, effective

87 January 20, 2025. The motion was seconded by Commissioner Mitchell and carried in a 6-0 roll
88 call vote.
89

90 **ARTICLE VIII. Recreational Vehicle Parks**

91 **PART I. IN GENERAL**

92 **Sec. 101. Reserved.**

93 **PART II. Recreational Vehicle Parks**

94 **Sec. 201. Definitions.**

95 Unless otherwise specifically provided, or unless otherwise clearly required by the context, the words and
96 phrases defined in this Section shall have the meanings herein set forth when used in this Article. If a word or
97 phrase used in this Article is not defined by this Section, elsewhere in this Article or elsewhere in this Chapter, to
98 the extent such word or phrase is defined in Chapter 160D, the definition contained in Chapter 160D shall control.

- 99 1. *Administrator.* The Planning Director or his/her designee
- 100 2. *Certificate of Compliance.* A certificate issued by the Administrator after the Recreational Vehicle Park
101 has been completed and developed as required by the standards of this Article. The Administrator has
102 the authority to inspect Recreational Vehicle Parks at any time to ensure compliance.
- 103 3. *Dry Camping.* Camping with no permanent means of access to utility hookups which includes
104 electricity, water and/or sewer disposal.
- 105 4. *Health Department.* Craven County Health Department.
- 106 5. *Recreation Vehicle or RV.* means a vehicle, which is:
- 107 (a) Built on a single chassis;
- 108 (b) Four hundred square feet or less when measured at the largest horizontal projection;
- 109 (c) Designed to be self-propelled or permanently towable;
- 110 (d) Designed primarily for use as a living quarters for residential, recreational, camping, travel, or
111 seasonal use; and
- 112 (e) Is fully licensed and ready for highway use.
- 113 6. *Recreational Vehicle Park.* A Tract that is used by two or more Recreational Vehicles for temporary
114 living, camping, travel or seasonal use.
- 115 7. *Recreational Vehicle space.* A plot of ground within a Recreational Vehicle Park designated for the
116 accommodation of not more than one Recreational Vehicle.
- 117 8. *Service Building.* A building housing facilities such as recreational, maintenance, laundry, and office,
118 necessary to the successful development and management of a Recreational Vehicle Park.
- 119 9. *Tract.* A parcel of land whose boundaries have been described or delimited by a legal instrument or map
120 recorded in the office of the register of deeds.

121 **Sec. 202. Purpose.**

122 The purpose of this Article is to regulate and control the design of minimum standards of Recreational Vehicle
123 Parks in order to promote the health, safety, and general welfare of the inhabitants of the County.

124 **Sec. 203. Jurisdiction.**

125 After January 5, 2026, no person shall proceed or commence with the development of a Recreational Vehicle Park
126 without first securing approval from the County pursuant to this Article.

127 **Sec. 204. Procedure for obtaining approval of a Recreational Vehicle Park.**

128 No person shall begin development on any Recreational Vehicle Park until a plat has been properly
129 presented and approved by the Planning Board and the Craven County Board of Commissioners. No Recreational
130 Vehicle may be occupied within a Recreational Vehicle Park until a Certificate of Compliance has been issued. To
131 obtain plat approval, the developer shall follow these steps:

- 132 1. The developer, owner or owner's agent shall meet with the Administrator to discuss plans and ideas
133 pertaining to the new Recreational Vehicle Park.
- 134 2. The developer, owner or owner's agent shall submit a plat of the Recreational Vehicle Park as follows:
 - 135 (a) Seven copies of the plat and any supplementary materials shall be submitted to the
136 Administrator at least 15 days prior to the regularly scheduled Planning Board meeting at which
137 said plat is to be considered.
 - 138 (b) The Administrator shall inspect the site. The developer shall be required upon request to
139 accompany the Administrator.
 - 140 (c) The plat shall be checked against the design standards and plat requirements by the
141 Administrator. The Administrator shall ensure the following agencies are given the opportunity to
142 review and make recommendations on the plat:
 - 143 1. The Health Department as to the proposed sewage systems, insect and rodent control
144 measures, and any other systems or methods related to the jurisdiction of the Health
145 Department. If other agencies are providing sewer, a letter indicating the sewer provision
146 will be required.
 - 147 2. The Craven County Water Department as to the proposed water system. If other agencies
148 are providing water a letter indicating water provision will be required.
 - 149 3. The Army Corps of Engineers and the Department of Environment and Natural Resources if
150 the proposed Recreational Vehicle Park contains waterfront access lots or property and/or
151 canals are to be excavated.
 - 152 4. Other agencies and officials as the Planning Board or the Administrator deems necessary.
- 153 4. The Planning Board shall recommend approval, approval conditionally, or disapproval of the plat.
 - 154 (a.) If recommended for approval conditionally, the conditions and reasons thereof shall be stated;
155 the Planning Board may request that the developer submit a revised plat.
 - 156 (b.) If the plat is recommended for approval, approval shall be entered on the face of the plat in
157 writing by an authorized representative of the County, and the plat shall be forwarded to the
158 Board of Commissioners for final approval.
 - 159 (c.) If the plat is recommended for disapproval, the Planning Board shall instruct the applicant
160 concerning discrepancies in the plat and provide reasons for its disapproval and instructions for
161 resubmission of a revised plat. The applicant may make such changes as will bring the plat into
162 compliance with the provisions of this Article and resubmit same for reconsideration by the
163 Planning Board.
- 164 5. The Board of Commissioners shall consider an application and plat at its first regular meeting following
165 the final consideration and recommendation by the Planning Board, or as soon thereafter as it may be
166 reasonably considered. The Board of Commissioners shall approve, approve conditionally, or

167 disapprove the application and plat. Approval or conditional approval (once all conditions have been
168 met) shall authorize the owner to proceed with the development of the Recreational Vehicle Park as
169 approved. Failure of the Board of Commissioners to consider the application and plat, or failure to take
170 action on same, shall not constitute approval.

171 6. No plat shall be accepted or approved until the certificates required to appear on the plat have been
172 properly completed and signed, and an inspection fee set by the Board of Commissioners has been
173 paid to the County.

174 7. Contents of the plat. The plat shall be prepared by a registered surveyor and/or engineer, shall be
175 drawn to a scale not less than 200 feet to one inch and shall contain or be accompanied by the
176 following:

177 (a) Title, date, and location of the Recreational Vehicle Park.

178 (b) Name of the owner and surveyor.

179 (c) Scale with bar graph and north point.

180 (d) Sketch vicinity map showing relationship between the Recreational Vehicle Park and the
181 surrounding area.

182 (e) Topographical map upon request.

183 (f) Lines and square footage of all Recreational Vehicle spaces, dimensions, driveways, parking
184 areas, streets, roads and road dimensions,.

185 (g) Recreation areas and parking areas.

186 (h) Location and intensity of area lights and drawing showing typical connections to Recreational
187 Vehicles and a statement from the power company serving the area where the Recreational
188 Vehicle Park is to be located indicating that it will be responsible for design and installation of the
189 electrical system.

190 (i) Water supply, sanitary sewerage disposal, and storm drainage systems.

191 (j) Surface water drainage plans.

192 (k) Location of fire hydrants.

193 (l) Certificate of Ownership, Certificate of Planning Board approval (unsigned), and Certificate of
194 Board of Commissioners approval (unsigned), and any other certificates required by the
195 Administrator.

196 8. Upon approval of the plat by the County Commissioners, the developer may begin development of the
197 Recreational Vehicle Park.

198 9. Any new addition of Recreational Vehicle spaces to a Recreational Vehicle Park shall be submitted as a
199 new plat and shall meet the procedures and requirements of this Article.

200 **Sec. 205. Certificate of Compliance.**

201 After the construction and development of any new Recreational Vehicle Park has been completed, the
202 Administrator shall issue a Certificate of Compliance to the owner or developer, which is authorization for
203 operation of the Recreational Vehicle Park. The Certificate of Compliance will be issued only after the
204 Administrator is satisfied that the Recreational Vehicle Park has been completed as approved on the plat and in
205 accordance with any conditions. At any time after the issuance of the Certificate of Compliance, the Administrator
206 may revoke the Certificate of Compliance if the Recreational Vehicle Park is operating in violation of the
207 requirements and terms of this Article.

208 **Sec. 206. Design standards for Recreational Vehicle Parks.**

209 1. *General provisions.*

210 (a) Any land within the jurisdiction of this Article deemed by the Planning Board to be subject to flooding
211 or unsuitable for residential occupancy may be prohibited as an Recreational Vehicle Park but such
212 land may be set aside for such uses as will not be endangered by periodic or occasional inundation. The
213 Planning Board in making its determination shall be guided by an analysis of available data on
214 topography, soils, floodplains, drainage, or ground and surface water information. All Recreational
215 Vehicles within the flood hazard areas must meet the requirements set forth in the County Flood
216 Damage Prevention Ordinance.

217 (b) All newly proposed Recreational Vehicle Parks shall be rejected when not compatible with the Air
218 Installation Compatible Use Zone Study (AICUZ) of the Cherry Point Marine Corps Air Station Zoning
219 Ordinance.

220 (c) All newly proposed Recreational Vehicle Parks shall be rejected when not compatible with the Coastal
221 Carolina Regional Airport Zoning and Height Control Ordinance.

222 (d) Temporary dwelling unit status may be permitted for a period of up to nine months if one of the
223 following criteria are met:

224 1. Construction of a single-family dwelling or the placement of a modular or manufactured
225 home;

226 2. In the event of an emergency or disaster when a government grant/program provides a
227 temporary Recreation Vehicle; or

228 3. While the damaged/destroyed primary manufactured, stick-built, or modular home is being
229 replaced due to a natural or man-made disaster

230 (e) All new Recreational Vehicle Parks must comply with all federal, state and local requirements.

231 2. *Interior drives and walkways.* All new Recreational Vehicle spaces shall abut upon an interior gravel drive or
232 hard surface of no less than 20' feet in width which shall have unobstructed access to a public street or
233 highway. All interior drives and walkways within the Recreational Vehicle Park shall be adequately
234 maintained by the owner. If the length of the road exceeds 200 feet a fire apparatus turnaround will be
235 required.

236 3. *Off drive parking.* Each new Recreational Vehicle space shall be provided with at least two parking spaces
237 that are adequately graveled and maintained or hard surfaced. A guest parking area shall be provided
238 consisting of gravel or a hard surface and shall have a minimum of 5 spaces.

239 4. *Required Recreational Vehicle space density.*

240 (a) Recreational Vehicle Parks shall be on a Tract no less than 2 acres in size with density not exceeding 7
241 units per acre.

242 (b) No Recreational Vehicle space shall be smaller than 1,500 square feet and the average size must be no
243 less than 3,750 square feet in area.

244 5. *Setbacks.*

245 (a) Each new Recreational Vehicle space shall be at least 35 feet wide and clearly defined.

246 (b) Each new Recreational Vehicle space and any other improvements shall be set back 30 feet from the
247 front property line.

248 (c) Each new Recreational Vehicle space shall be set back 20 feet from the side property lines, and 25 feet
249 from the rear property line.

250 6. *Refuse collection facilities.*

- 251 (a) Individual, watertight, covered refuse containers shall be provided at each Recreational Vehicle space. A
252 stand must be provided to keep containers secured and upright or,
- 253 (b) Dumpsters may be used in lieu of individual refuse containers. When dumpsters are utilized, they must
254 be screened from view.
- 255 7. *Recreation area.* At least ten thousand contiguous square feet (10,000 sqft) shall be set aside for recreational
256 use. The intent of this requirement is to prevent the developer from setting aside isolated parcels that are
257 too small to be of use for development purposes.
- 258 8. *Drainage.* The new Recreational Vehicle Park shall be located on a well-drained and properly graded site.
259 Necessary site drainage improvements as approved by the Craven County Planning Board shall be provided.
- 260 9. *Utilities.*
- 261 (a) All Recreational Vehicles shall be connected to a permanent water supply.
- 262 (b) All Recreational Vehicles shall be connected to a septic or sewer system.
- 263 (c) All Recreational Vehicles shall utilize quick disconnects from utilities.
- 264 (d) Provided, Recreational Vehicles used for Dry Camping within Recreational Vehicle Parks may be
265 permitted if on-site amenities such as dump stations/pump out stations and bathroom/restroom
266 facilities are provided to help with tank management, sanitation, and waste disposal.
- 267 10. *Individual water-riser pipes and connections.*
- 268 (a) Individual water and riser pipes shall be provided and located within the confined area of the
269 Recreational Vehicle site at a point where the connections will approximate a vehicle position.
- 270 (b) Water riser pipes shall extend at least ten inches above ground elevation, and the pipe shall be at least
271 three-quarter inches in diameter. The water outlet shall be capped at all times when a Recreational
272 Vehicle does not occupy the lot or when the supply is not in use.
- 273 (c) Adequate provisions shall be made to prevent freezing of service lines, valves, and riser pipes and to
274 protect risers from heaving and thawing actions during freezing weather. Surface drainage shall be
275 satisfactorily diverted from the location of the riser pipes. Sewer riser pipes should be at least six
276 inches above ground level.
- 277 (d) All water and sewer pipes and connections shall meet state plumbing regulations.
- 278 11. North Carolina State Electrical Code. Each new Recreational Vehicle Park shall meet the current state
279 electrical code.
- 280 12. Service Buildings and administrative facilities. An office must be provided on site and cannot be located in a
281 Recreational Vehicle.
- 282
- 283 13. *Lighting.* All interior drives and walkways within the Recreational Vehicle Park shall be lighted at night with
284 electrical lamps providing sufficient lighting at street level throughout the Recreational Vehicle Park to
285 ensure safety.
- 286 14. *Buffer zones.*
- 287 (a) A buffer strip at least ten feet wide adjacent to each exterior property line shall be densely planted
288 and maintained, or
- 289 (b) An opaque fence 6' feet in height adjacent to each exterior property line shall be constructed.
- 290 15. *Nonresidential purposes.* No part of any new Recreational Vehicle Park may be used for nonresidential
291 purposes other than incidental to the Recreational Vehicle Park.

292 16. *Site address.* Approved numbers or addresses shall be provided for all buildings or spaces in such a position
293 as to be plainly visible and legible. All Recreational Vehicle Parks must adhere to the county road naming and
294 addressing ordinance.

295 17. *Compliance with state guidelines for areas of environmental concern.* Prior to approval of any Recreational
296 Vehicle Park, the Administrator and the local AEC permit officer shall determine if the site, in whole or in
297 part, is located within or outside any area of environmental concern. This determination shall result from
298 both an onsite investigation and a review of the official overlay map.

299 If the site is, in whole or in part, within any area of environmental concern, the proposed Recreational
300 Vehicle Park will comply with development standards of the state guidelines for areas of environmental
301 concern prior to the issuance of a Certificate of Compliance; and a statement to that effect shall be signed by
302 both the AEC permit officer and Administrator.

303 18. No existing Recreational Vehicle Park shall add Recreational Vehicle spaces except where the existing park
304 and all proposed additions and alterations are in compliance herewith; When a nonconforming operation of a
305 Recreational Vehicle Park is discontinued or abandoned for six consecutive months, the premises shall not
306 thereafter be used for a Recreational Vehicle Park except in conformance with the provisions of this Article.

307 **Sec. 207. Responsibilities of management.**

308 1. The person to whom a Certificate of Compliance is issued shall operate the Recreational Vehicle Park in
309 compliance with this Article and shall provide adequate supervision to maintain the Recreational Vehicle
310 Park, its facilities and equipment in good repair and in a clean and sanitary manner. Further, such person
311 shall insure compliance with all federal, state, and local rules and regulations by the occupants of the
312 Recreational Vehicle Park, including but not limited to junked motor vehicles (Chapter 38, Article III of this
313 Code) and solid waste (Chapter 32) of this Code.

314 2. Recreational Vehicle Park management shall notify all occupants of applicable provisions of this Article and
315 shall inform those occupants of their responsibilities.

316 3. Recreational Vehicle Park management shall supervise the placement of each Recreational Vehicle in its
317 space, ensuring its stability and proper installation of all utility connections.

318 4. Recreational Vehicle Park management shall maintain a complete register containing all information
319 necessary for identification and location of all occupants. Such register shall be available to any authorized
320 person inspecting the Recreational Vehicle Park.

321 5. Recreational Vehicle Park management shall notify the Health Department immediately of any suspected
322 communicable or contagious disease within the Recreational Vehicle Park.

323 6. Recreational Vehicle Park management shall be responsible for the lawful operation of the Recreational
324 Vehicle Park and the lawful conduct of all occupants therein.

325 **Sec. 208. Responsibilities of Recreational Vehicle Park occupants.**

326 1. Each Recreational Vehicle Park occupant shall comply with all applicable requirements of this Article and
327 shall maintain the Recreational Vehicle lot in a clean and sanitary manner.

328 2. The Recreational Vehicle Park occupant shall be responsible for proper placement of the Recreational
329 Vehicle on its stand and of proper installation and operation of all utility connections in accordance with this
330 Article.

331 **Sec. 209. Certificates on final plat.**

332 All final plats must include the following certificates, any additional site-specific certificates required by the
333 Planning Department, and any certificates required by the state board of examiners for engineers and surveyors.

334 Certificate of Ownership

335 I (we) hereby certify that I am (we are) the owner(s) of the property shown and described here on and that I
336 (we) hereby adopt this plan of the recreational vehicle park with my (our) free consent. I (we) also certify that the
337 land shown on this plat falls within the recreational vehicle park jurisdiction of Craven County.

338 _____
339 Date

340 _____
341 Owner

342 Certificate of Approval by the Planning Board

343 The Craven County Planning Board hereby approves the final plat for the _____
344 recreational vehicle park.

345 _____
346 Date

347 _____
348 Chairman, Planning Board

349 Certificate of Approval by the Board of County Commissioners

350 The Craven County Board of Commissioners hereby approves the final plat for the _____
351 recreational vehicle park.

352 _____
353 Date

354 _____
355 Chairman, Board of Commissioners

356 **Section 210. Effective Date and Vesting Provisions**

357 I hereby certify that this is a true and correct copy of the Recreational Vehicle Parks Ordinance as adopted by the
358 Board of Commissioners of Craven County, North Carolina, on the 20th day of January 2026.

359 WITNESS my hand and the official seal of Craven County, this the 20th day of January 2026.

360

361 **DEPARTMENTAL MATTERS: CARTS**
362 **APPROVAL OF UPDATED DRUG AND ALCOHOL POLICY**

363

364 Transportation Director, Deanna Trebil, presented for approval the updated Drug and Alcohol
365 Policy, which meets all criteria set forth by the on-site compliance review process. Mrs. Trebil
366 informed the Board that a compliance review is conducted every three years of all sub-recipients
367 of North Carolina Department of Transportation/Integrated Mobility Division (NCDOT/IMD)
368 funding sources, and on November 18, 2025, individuals from the NCDOT/IMD and their
369 contractor were on-site to complete a compliance review of CARTS. She provided that CARTS
370 was instructed to make some changes to the current Drug and Alcohol Policy (DAPM).

371 Specifically, Appendix B was changed to identify the replacement DAPM, as this was previously
372 held by the previous CARTS Director. The Assistant Director has completed necessary training
373 and has the required certification to act as the DAPM temporarily until the new Director receives
374 training and certification. CARTS also added information regarding third-party administration,
375 medical review officer (MRO), and two substance abuse professionals (SAP). A copy of the
376 updated policy was provided to the Board for review. Mrs. Trebil addressed brief questions from
377 the Board regarding this policy being governed under State/Federal law, which was written by a
378 different entity than Craven County. A motion was made by Commissioner Mitchell to approve

379 the updated Drug and Alcohol Policy. The motion was seconded by Commissioner Mason and
380 carried unanimously.

381

382 **DEPARTMENTAL MATTERS: SOLID WASTE**

383

384 *Disaster Debris Removal Contract Renewals*

385

386 Solid Waste Director, Steven Aster, requested for approval the renewal of the disaster debris
387 removal contracts with Ceres Environmental Services, Inc. and Phillips and Jordan, now
388 operating as Phillips Environmental. Mr. Aster informed the Board that as part of its
389 comprehensive disaster preparedness strategy, Craven County maintains pre-positioned primary
390 and secondary contracts for disaster debris removal. These contracted services are typically
391 reimbursable by FEMA during federally declared events. He noted that the Board previously
392 awarded these contracts to these companies in July 2023 and explained that the contracts were
393 intentionally structured as 30-month agreements to avoid renegotiation during hurricane season
394 and ensure continuity of service during peak season. He provided that with the contracts set to
395 expire in January 2026, both Ceres and Phillips Environmental have submitted requests for
396 Consumer Price Index (CPI) adjustments and one-year contract renewals. These requests are
397 allowable under the terms of the agreement and are capped at a maximum percentage increase
398 per line item. Updated pricing was provided for the Board's review. Mr. Aster recommended the
399 Board authorize the County Manager to execute a one-year renewal of the Debris Removal
400 Contracts, as presented. In doing so, this will ensure the County maintains active, pre-positioned
401 debris removal contractors in the event of a natural disaster and remains aligned with
402 Cooperative Purchasing Agreements utilized by participating jurisdictions within Craven
403 County. Mr. Aster addressed follow-up questions from the Board, which entailed clarification on
404 debris removal contracts and monitoring contracts, reasoning for the one-year renewal, and the
405 metrics for selecting contractors. A motion was made by Commissioner Mason to approve and
406 authorize the County Manager to execute the one-year renewal agreements with disaster debris
407 removal contractors Ceres Environmental Services, Inc. and Phillips Environmental. The motion
408 was seconded by Commissioner Hunt and carried unanimously.

409

410 *Disaster Debris Monitoring Contract Renewals*

411

412 Mr. Aster also requested for approval the renewal of the disaster debris monitoring contracts
413 with Tetra Tech, Inc. and Thompson Consulting Services, LLC. In response to Commissioner
414 Mason's inquiry, Mr. Aster highlighted the difference between the two contracts being presented
415 at this time – the first contract presented removes the debris, while this contract monitors and
416 verifies the debris removal and is responsible for the submission of FEMA reimbursements. Mr.
417 Aster informed the Board that as part of its comprehensive disaster preparedness strategy,
418 Craven County maintains pre-positioned primary and secondary contracts for disaster debris
419 monitoring. He noted that the Board previously awarded these contracts to these respective
420 companies in July 2023 and explained that the contracts were intentionally structured as 30-
421 month agreements to avoid renegotiation during hurricane season and ensure continuity of
422 service during peak season. He provided that with the contracts set to expire in January 2026,
423 only Tetra Tech requested the allowable CPI adjustment, per the contract. Mr. Aster
424 recommended the Board authorize the County Manager to execute a one-year renewal of the

425 Debris Monitoring Contracts, as presented, should the Board move to approve. In doing so, this
426 will ensure the County maintains active, pre-positioned debris monitoring contractors in the
427 event of a natural disaster and remains aligned with Cooperative Purchasing Agreements utilized
428 by participating jurisdictions within Craven County. Mr. Aster and staff addressed
429 Commissioner Smith's inquiry regarding what the selection of contractors looks like to pull from
430 for monitoring services and how to address cost increases should there be a limited selection. Mr.
431 Veit stated that the County would refer to State-contracted vendors contractors which would
432 increase selection. A motion was made by Commissioner Mitchell to approve and authorize the
433 County Manager to execute the necessary one-year renewal agreements with disaster debris
434 monitoring contractors Tetra Tech, Inc. and Thompson Consulting Services, LLC. The motion
435 was seconded by Commissioner Hunt and carried unanimously.

436
437 **DEPARTMENTAL MATTERS: WATER**
438 **ADMINISTRATIVE OFFICER I POSITION AND BUDGET AMENDMENT**
439

440 Water Services Director, Chris Mullis, requested for approval a new full-time Administrative
441 Officer I position and related budget amendment in the amount of \$33,365. This will cover the
442 salary and benefits cost to create the position for the remaining 10 pay periods of the fiscal year
443 from the Water Department fund balance to the Water Department operating account. Mr. Mullis
444 informed the Board that since 2016, Craven County Water has experienced a 22% growth in
445 operator permits, the addition of the water plant, advancements in technology, and an increased
446 workload due to construction and the Hwy 70 project. He provided that seven positions have
447 been added for increased physical operations; however, administrative, financial, billing and
448 supervisory responsibilities associated with that growth have been absorbed by the Customer
449 Service Supervisor. He outlined the Customer Service Supervisor responsibilities and
450 highlighted that they do not have a dedicated backup. He explained that the new full-time
451 Administrative Officer I position is needed to manage the department's customer billing and debt
452 collection process and the department's administrative, financial and human resources tasks. The
453 addition of this position will establish separation of duties, directly supervise the Customer
454 Service Supervisor, enhance continuity of operations by providing a backup for the Customer
455 Service Supervisor, and establish a span of control and responsibility for the Customer Service
456 Supervisor that more closely aligns with what that position is intended to focus on. He added that
457 the starting salary for this position is \$58,321. Mr. Mullis and staff addressed questions from the
458 Board which entailed the new position's capability to assist with billing issues, clarification of
459 the number of new positions being requested, and sufficient revenues to cover the position.
460 Chairman Bucher made note that the Water Department has its own fund balance, which is
461 where funds are being budgeted to cover the cost. Commissioner Howard commented on the
462 importance for focusing on customer service, which the department has been doing a good job.
463 Mr. Veit addressed Commissioner Smith's inquiry regarding the new position having backup,
464 and indicated that the Finance Department has been assisting the Water Department with
465 providing staff to cover, as needed. A motion was made by Commissioner Mason to approve the
466 new full-time Administrative Officer I position and related budget amendment. The motion was
467 seconded by Commissioner Hunt and carried in a 6-0 roll call vote.

468
469 *Water*
470

471	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
472				
473	6000000-39901	\$33,365.00	6007010-41002	\$22,432.00
474	Current Year Fund Balance		FT Salary	
475			6007010-41101	\$1,716.00
476			FICA	
477			6007010-41102	\$3,228.00
478			NC Retirement	
479			6007010-41103	\$1,122.00
480			401(k)	
481			6007010-41104	\$77.00
482			Workers Comp	
483			6007010-41106	\$4,435.00
484			Health Insurance	
485			6007010-41107	\$330.00
486			Dental Insurance	
487			6007010-41108	\$10.00
488			Life Insurance	
489			6007010-41109	\$15.00
490			Disability Insurance	
491				
492	TOTAL	\$33,365.00	TOTAL	\$33,365.00

493
494 **APPOINTMENTS**

495
496 *Pending*

497
498 Chairman Bucher reviewed the following pending appointments:

- 499
- 500 • Craven Aging Planning Board (NC Senior Tar Heel Rep; 60+/Client Rep)
 - 501 • Craven County Clean Sweep Committee (2 Vacancies)
 - 502 • Juvenile Crime Prevention Council (Under 21)
 - 503 • Volunteer Agricultural District

504
505 *Current*

506
507 Craven County Health Board

508
509 Commissioner Mitchell nominated Joe Avolis for reappointment (Engineer). There being no
510 additional nominations, Mr. Avolis was reappointed by acclamation.

511
512 Emergency Medical Services Advisory Council

513
514 Commissioner Howard nominated Jedediah Stancil for reappointment (Ft. Barnwell/EMS
515 Paramedic). There being no additional nominations, Mr. Stancil was reappointed by acclamation.

516

517 *Upcoming*

518

519 Chairman Bucher reviewed the following upcoming appointment(s) to boards and commissions:

520

521 Juvenile Crime Prevention Council

522

- 523 • Marisa Byer (At-Large)

524

525

COUNTY ATTORNEY'S REPORT

526

527 County Attorney, Arey Grady, informed the Board that there are eight surplus parcels to present
528 for consideration of approval. Mr. Grady indicated that each parcel is jointly owned by the City
529 of New Bern and they have given the necessary approvals to move forward in the process.

530

531 *Initial Offer to Purchase Real Property – 824 Lees Avenue (City of New Bern) – Parcel Number*
532 *8-007-234*

533

534 Mr. Grady informed the Board that the County received an offer in the amount of \$3,000.00 for
535 this real property, which was acquired jointly with the City of New Bern through a tax foreclosure,
536 with past due taxes and costs of foreclosure totaling \$6,127.59. He noted the tax value of this
537 property is \$6,000.00. Copies of the Offer to Purchase, Foreclosure Deed, GIS information, and
538 proposed resolution approving the offer and authorizing the upset bid process were provided for
539 the Board's review. Mr. Grady recommended the Board approve the initial offer, and adopt the
540 following proposed resolution, which will in turn authorize advertisement for upset bids. Once the
541 upset bid process is concluded, this transaction will be brought back before the Board of
542 Commissioners for final approval. A motion was made by Commissioner Smith to adopt a
543 resolution approving initial offer to purchase real property and to authorize the upset bid process
544 for Parcel Number 8-007-234. The motion was seconded by Commissioner Mitchell and carried
545 in a 6-0 roll call vote.

546

547

CRAVEN COUNTY

548

RESOLUTION ACCEPTING OFFER TO PURCHASE

549

SUBJECT TO UPSET BIDS

550

551 WHEREAS, Craven County and the City of New Bern own certain real property identified
552 as Tax Parcel Number 8-007-234 (hereinafter "the Real Property"), the Real Property having been
553 acquired by Craven County and the City of New Bern in deed recorded in Book 3850, Page 1062
554 in the Office of the Register of Deeds of Craven County; and,

555

556 WHEREAS, Craven County and the City of New Bern have received an Offer to Purchase
557 the Real Property, a copy of said offer being attached hereto and incorporated herein by
558 reference; and,

559

560 WHEREAS, the City of New Bern has previously approved said offer: and,

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

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

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

565 2. The County Manager, the Assistant County Manager, the Clerk to the Board of
566 Commissioners and/or County Attorney are authorized to take all actions necessary to
567 accomplish the transactions contemplated by this Resolution.

568 ADOPTED THIS 20th DAY OF JANUARY, 2026.

569
570 *Initial Offer to Purchase Real Property – 606 White Street (City of New Bern) – Parcel Number*
571 *8-006-125*

572
573 Mr. Grady informed the Board that the County has received an offer in the amount of \$2,400.00
574 for this real property, which was acquired jointly with the City of New Bern through a tax
575 foreclosure, with past due taxes and costs of foreclosure totaling \$3,047.93. He noted that the tax
576 value of this property is \$4,800.00. Copies of the Offer to Purchase, Foreclosure Deed, GIS
577 information, and proposed resolution approving the offer and authorizing the upset bid process
578 were provided for the Board's review. Mr. Grady recommended the Board approve the initial offer,
579 and adopt the following proposed resolution, which will in turn authorize advertisement for upset
580 bids. Once the upset bid process is concluded, this transaction will be brought back before the
581 Board of Commissioners for final approval. A motion was made by Commissioner Smith to adopt
582 a resolution approving initial offer to purchase real property and to authorize the upset bid process
583 for Parcel Number 8-006-125.

584
585

CRAVEN COUNTY
RESOLUTION ACCEPTING OFFER TO PURCHASE
SUBJECT TO UPSET BIDS

586
587
588 WHEREAS, Craven County and the City of New Bern own certain real property identified
589 as Tax Parcel Number 8-006-125 (hereinafter "the Real Property"), the Real Property having been
590 acquired by Craven County and the City of New Bern in deed recorded in Book 3235, Page 696 in
591 the Office of the Register of Deeds of Craven County; and,

592 WHEREAS, Craven County and the City of New Bern have received an Offer to Purchase
593 the Real Property, a copy of said offer being attached hereto and incorporated herein by
594 reference; and,

595 WHEREAS, the City of New Bern has previously approved said offer: and,

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

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

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

603 2. The County Manager, the Assistant County Manager, the Clerk to the Board of
604 Commissioners and/or County Attorney are authorized to take all actions necessary to
605 accomplish the transactions contemplated by this Resolution.

606 ADOPTED THIS 20th DAY OF JANUARY, 2026.

607

608 *Approval of Conveyance after Expiration of Upset Bid Period – 819 Miller Street (City of New*
609 *Bern) – Parcel Number 8-007-026*

610

611 Mr. Grady informed the Board that the County previously received and approved an offer to
612 purchase this real property, in the amount of \$3,000.00, subject to the completion of the upset bid
613 process. The offer was advertised, and no upset bids were received. He noted that the upset bid
614 period has now expired, and it is recommended to approve the conveyance at the purchase price
615 of \$3,000.00. He added that the County and the City of New Bern originally acquired this
616 property through a tax foreclosure, with past due taxes and costs of foreclosure totaling
617 \$11,323.91. The tax value of this property is \$6,000.00. Copies of the Deed, Lien Waiver,
618 Foreclosure Deed, GIS information, and proposed resolution approving the conveyance were
619 provided for the Board's review. Mr. Grady recommended the Board authorize this transaction,
620 and adopt the following resolution, which in turn will authorize the execution and delivery of the
621 necessary documents. A motion was made by Commissioner Mitchell to adopt a resolution
622 approving conveyance after expiration of upset bid period for Parcel Number 8-007-026.

623

624

CRAVEN COUNTY

625

RESOLUTION AUTHORIZING CONVEYANCE

626

AFTER EXPIRATION OF UPSET BID PERIOD

627

628 WHEREAS, Craven County owns certain real property identified as Tax Parcel 8-007-026
629 (hereinafter "the Real Property"), the Real Property having been acquired by Craven County in
630 deed recorded in Book 3513 Page 472 in the Office of the Register of Deeds of Craven County;
and,

631 WHEREAS, Craven County previously received and approved an Offer to Purchase the Real
632 Property, and Craven County subsequently advertised said offer for upset bids as required by
633 North Carolina General Statute §160A-269; and,

634 WHEREAS, the upset bid period required under North Carolina General Statute §160A-
635 269 has expired; and,

636 WHEREAS, the Craven County Board of Commissioners deems it advisable and in the best
637 interest of the County to sell its interest in the Real Property to the successful bidder and to
638 convey its interest in said property by quitclaim deed.

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

641 Section 1. The last and highest bid of PhuongLien Do and Terrence M. Lubsen in the
642 sum of \$3,000.00 for the Real Property is hereby accepted, and the Offer to Purchase previously
643 executed by Craven County subject to the provisions of North Carolina General Statute §160A-
644 269 is hereby ratified and confirmed in its entirety.

645 Section 2. Upon payment of the full purchase price, the Chairman, the County
646 Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County
647 Attorney are authorized to take all actions necessary to accomplish the transactions
648 contemplated by this Resolution, including but not limited to the execution and delivery of the
649 quitclaim deed attached hereto and incorporated herein by reference.

650 ADOPTED THIS 20th DAY OF January, 2026.

651
652 *Approval of Conveyance after Expiration of Upset Bid Period – 804 West Street (City of New*
653 *Bern) – Parcel Number 8-007-367*

654
655 Mr. Grady informed the Board that the County previously received and approved an offer to
656 purchase this real property, in the amount of \$3,825.00, subject to the completion of the upset bid
657 process. The offer was advertised, and no upset bids were received. He noted that the upset bid
658 period has now expired, and it is recommended to approve the conveyance at the purchase price
659 of \$3,825.00. He added that the County and the City of New Bern originally acquired this
660 property through a tax foreclosure, with past due taxes and costs of foreclosure totaling
661 \$2,765.26. The tax value of this property is \$7,650.00. Copies of the Deed, Lien Waiver,
662 Foreclosure Deed, GIS information, and proposed resolution approving the conveyance were
663 provided for the Board's review. Mr. Grady recommended the Board authorize this transaction,
664 and adopt the following resolution, which in turn will authorize the execution and delivery of the

665 necessary documents. A motion was made by Commissioner Hunt to adopt a resolution
666 approving conveyance after expiration of upset bid period for Parcel Number 8-007-367.

667

668

CRAVEN COUNTY

669

RESOLUTION AUTHORIZING CONVEYANCE

670

AFTER EXPIRATION OF UPSET BID PERIOD

671

WHEREAS, Craven County owns certain real property identified as Tax Parcel 8-007-367
672 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County in
673 deed recorded in Book 3356 Page 314 in the Office of the Register of Deeds of Craven County;
674 and,

675

WHEREAS, Craven County previously received and approved an Offer to Purchase the Real
676 Property, and Craven County subsequently advertised said offer for upset bids as required by
677 North Carolina General Statute §160A-269; and,

678

WHEREAS, the upset bid period required under North Carolina General Statute §160A-
679 269 has expired; and,

680

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

683

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

685

Section 1. The last and highest bid of Hassell LLC in the sum of \$3,825.00 for the Real
686 Property is hereby accepted, and the Offer to Purchase previously executed by Craven County
687 subject to the provisions of North Carolina General Statute §160A-269 is hereby ratified and
688 confirmed in its entirety.

689

Section 2. Upon payment of the full purchase price, the Chairman, the County
690 Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County
691 Attorney are authorized to take all actions necessary to accomplish the transactions
692 contemplated by this Resolution, including but not limited to the execution and delivery of the
693 quitclaim deed attached hereto and incorporated herein by reference.

694

ADOPTED THIS 20th DAY OF January, 2026.

695
696 *Approval of Conveyance after Expiration of Upset Bid Period – 809 Green Street (City of New*
697 *Bern) – Parcel Number 8-007-058*
698

699 Mr. Grady informed the Board that the County previously received and approved an offer to
700 purchase this real property, in the amount of \$3,000.00, subject to the completion of the upset bid
701 process. The offer was advertised, and no upset bids were received. He noted that the upset bid
702 period has now expired, and it is recommended to approve the conveyance at the purchase price
703 of \$3,000.00. He added that the County and the City of New Bern originally acquired this
704 property through a tax foreclosure, with past due taxes and costs of foreclosure totaling
705 \$8,614.15. The tax value of this property is \$6,000.00. Copies of the Deed, Lien Waiver,
706 Foreclosure Deed, GIS information, and proposed resolution approving the conveyance were
707 provided for the Board’s review. Mr. Grady recommended the Board authorize this transaction,
708 and adopt the following resolution, which in turn will authorize the execution and delivery of the
709 necessary documents. A motion was made by Commissioner Mitchell to adopt a resolution
710 approving conveyance after expiration of upset bid period for Parcel Number 8-007-058.
711

712 **CRAVEN COUNTY**
713 **RESOLUTION AUTHORIZING CONVEYANCE**
714 **AFTER EXPIRATION OF UPSET BID PERIOD**
715

716 WHEREAS, Craven County owns certain real property identified as Tax Parcel 8-007-058
717 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County in
718 deed recorded in Book 3580 Page 233 in the Office of the Register of Deeds of Craven County;
719 and,

720 WHEREAS, Craven County previously received and approved an Offer to Purchase the Real
721 Property, and Craven County subsequently advertised said offer for upset bids as required by
722 North Carolina General Statute §160A-269; and,

723 WHEREAS, the upset bid period required under North Carolina General Statute §160A-
724 269 has expired; and,

725 WHEREAS, the Craven County Board of Commissioners deems it advisable and in the best
726 interest of the County to sell its interest in the Real Property to the successful bidder and to
727 convey its interest in said property by quitclaim deed.

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

768 WHEREAS, Craven County previously received and approved an Offer to Purchase the Real
769 Property, and Craven County subsequently advertised said offer for upset bids as required by
770 North Carolina General Statute §160A-269; and,

771 WHEREAS, the upset bid period required under North Carolina General Statute §160A-
772 269 has expired; and,

773 WHEREAS, the Craven County Board of Commissioners deems it advisable and in the best
774 interest of the County to sell its interest in the Real Property to the successful bidder and to
775 convey its interest in said property by quitclaim deed.

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

778 Section 1. The last and highest bid of The Third Property Development & Estate
779 Investment Group, LLC in the sum of \$5,400.00 for the Real Property is hereby accepted, and the
780 Offer to Purchase previously executed by Craven County subject to the provisions of North
781 Carolina General Statute §160A-269 is hereby ratified and confirmed in its entirety.

782 Section 2. Upon payment of the full purchase price, the Chairman, the County
783 Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County
784 Attorney are authorized to take all actions necessary to accomplish the transactions
785 contemplated by this Resolution, including but not limited to the execution and delivery of the
786 quitclaim deed attached hereto and incorporated herein by reference.

787 ADOPTED THIS 20th DAY OF January, 2026

788
789 *Approval of Conveyance after Expiration of Upset Bid Period – 841 Bloomfield Street (City of*
790 *New Bern) – Parcel Number 8-007-124*

791
792 Mr. Grady informed the Board that the County previously received and approved an offer to
793 purchase this real property, in the amount of \$6,000.00, subject to the completion of the upset bid
794 process. The offer was advertised, and no upset bids were received. He noted that the upset bid
795 period has now expired, and it was recommended to approve the conveyance at the purchase
796 price of \$6,000.00. He added that the County and the City of New Bern originally acquired this
797 property through a tax foreclosure, with past due taxes and costs of foreclosure totaling
798 \$4,176.40. The tax value of this property is \$6,000.00. Copies of the Deed, Lien Waiver,
799 Foreclosure Deed, GIS information, and the following proposed resolution approving the
800 conveyance was provided for the Board’s review. Mr. Grady recommended the Board authorize
801 transaction, and adopt the resolution, which in turn will authorize the execution and delivery of

802 the necessary documents. A motion was made by Commissioner Hunt to adopt a resolution
803 approving conveyance after expiration of upset bid period for Parcel Number 8-007-124. The
804 motion was seconded by Commissioner Mason and carried in a 6-0 roll call vote.

805

806

CRAVEN COUNTY

807

RESOLUTION AUTHORIZING CONVEYANCE

808

AFTER EXPIRATION OF UPSET BID PERIOD

809

810 WHEREAS, Craven County owns certain real property identified as Tax Parcel 8-007-124
811 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County in
812 deed recorded in Book 2534 Page 726 in the Office of the Register of Deeds of Craven County;
813 and,

813

814 WHEREAS, Craven County previously received and approved an Offer to Purchase the Real
815 Property, and Craven County subsequently advertised said offer for upset bids as required by
816 North Carolina General Statute §160A-269; and,

816

817 WHEREAS, the upset bid period required under North Carolina General Statute §160A-
818 269 has expired; and,

818

819 WHEREAS, the Craven County Board of Commissioners deems it advisable and in the best
820 interest of the County to sell its interest in the Real Property to the successful bidder and to
821 convey its interest in said property by quitclaim deed.

821

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

823

824 Section 1. The last and highest bid of The Third Property Development & Estate
825 Investment Group LLC in the sum of \$6,000.00 for the Real Property is hereby accepted, and the
826 Offer to Purchase previously executed by Craven County subject to the provisions of North
827 Carolina General Statute §160A-269 is hereby ratified and confirmed in its entirety.

827

828 Section 2. Upon payment of the full purchase price, the Chairman, the County
829 Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County
830 Attorney are authorized to take all actions necessary to accomplish the transactions
831 contemplated by this Resolution, including but not limited to the execution and delivery of the
quitclaim deed attached hereto and incorporated herein by reference.

ADOPTED THIS 20th DAY OF January, 2026.

Approval of Conveyance after Expiration of Upset Bid Period – 827 Bloomfield Street (City of New Bern) – Parcel Number 8-007-128

Lastly, Mr. Grady informed the Board that the County previously received and approved an offer to purchase this real property, in the amount of \$3,000.00, subject to the completion of the upset bid process. The offer was advertised, and no upset bids were received. He noted that the upset bid period has now expired, and it is recommended to approve the conveyance at the purchase price of \$3,000.00. He added that the County and the City of New Bern originally acquired this property through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$2,764.82. The tax value of this property is \$6,000.00. Copies of the Deed, Lien Waiver, Foreclosure Deed, GIS information, and the following proposed resolution approving the conveyance were provided for the Board’s review. Mr. Grady recommended the Board authorize this transaction, and adopt the resolution, which in turn will authorize the execution and delivery of the necessary documents. A motion was made by Commissioner Mason to adopt a resolution approving conveyance after expiration of upset bid period for Parcel Number 8-007-128.

CRAVEN COUNTY
RESOLUTION AUTHORIZING CONVEYANCE
AFTER EXPIRATION OF UPSET BID PERIOD

WHEREAS, Craven County owns certain real property identified as Tax Parcel 8-007-128 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County in deed recorded in Book 3518 Page 1956 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County previously received and approved an Offer to Purchase the Real Property, and Craven County subsequently advertised said offer for upset bids as required by North Carolina General Statute §160A-269; and,

WHEREAS, the upset bid period required under North Carolina General Statute §160A-269 has expired; and,

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

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

867 Section 1. The last and highest bid of Ronald Manigault in the sum of \$3,000.00 for
868 the Real Property is hereby accepted, and the Offer to Purchase previously executed by Craven
869 County subject to the provisions of North Carolina General Statute §160A-269 is hereby ratified
870 and confirmed in its entirety.

871 Section 2. Upon payment of the full purchase price, the Chairman, the County
872 Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County
873 Attorney are authorized to take all actions necessary to accomplish the transactions
874 contemplated by this Resolution, including but not limited to the execution and delivery of the
875 quitclaim deed attached hereto and incorporated herein by reference.

876 ADOPTED THIS 20th DAY OF January, 2026.

877

878

COUNTY MANAGER'S REPORT

879

880 County Manager, Jack Veit, reported that he has concluded commissioner district tours for now,
881 having recently completed one with Commissioner Jones in District 2, and looks forward to the
882 next opportunity in the spring. Mr. Veit made citizens aware of the predicted forecast for a
883 winter storm for the upcoming weekend and encouraged citizens to prepare now for power
884 outages, and hazardous road conditions with essential items, such as oxygen, medications and
885 enough food to sustain for three to four days. He continues to work with the Craven County
886 Emergency Management Services team and the State to keep an eye on this development and
887 make necessary preparations. Mr. Veit provided the board with an update on the Property Tax
888 Study Commission whose purpose is to look at property taxation across the state and possibly
889 consider reforms. Mr. Veit reminded the Board that property tax is the largest single source of
890 revenue for the County, and we need this revenue to provide mandated and essential services for
891 our residents. Staff will continue to monitor the work of the commission and provide the Board
892 with updates as they are available. Mr. Veit and the Commissioners discussed how property tax
893 bills can be confusing in determining which jurisdiction is causing the property tax increase. Mr.
894 Veit welcomed Commissioner Smith back to the meetings.

895

896

COMMISSIONERS' REPORTS

897

898 *Commissioner Howard* stated that his constituents are very happy about the Havelock Bypass
899 opening. There is a noise issue coming from the bypass that residents have made him aware of
900 and he is looking into that with staff and NCDOT representatives today. In clarification, he
901 stated that he has received good customer service from the Water Department staff and they are
902 very professional.

903

904 *Commissioner Mitchell* had nothing to report.

905

906 *Commissioner Smith* stated she is happy to be back attending meetings after having surgery. She
907 thanked staff for their concern and assistance during this time with daily calls and offer to help,

908 and thanked Assistant to the County Manager, Shane Digan. She added that she has been
909 keeping up with what's going on and thanked County Manager, Jack Veit for that. Chairman
910 Bucher commented that he is glad she is doing well with recovery and glad to have her back in
911 meetings.

912
913 *Commissioner Hunt* announced the Harlowe Volunteer Fire Department Auxiliary is having a
914 chili fundraiser this coming Friday from 4:00 to 6:00 PM at the Harlowe Volunteer Fire
915 Department and selling their award-winning chili for \$12.00 per quart. The Auxiliary will also be
916 hosting a blood drive with American Red Cross on February 14 from 10:00 AM to 3:00 PM at
917 the fire station. She expressed her deepest sympathy for the loss of Judy Bird, a lifelong member
918 of Havelock who recently passed. She served with her on various boards and committees over
919 the years and will deeply miss her. She was an example of someone who serves with dignity and
920 grace.

921
922 *Commissioner Mason* had the pleasure of attending the NC Symphony Orchestra presentation
923 with 4th grade students of Craven County Schools. The symphony did a great job, the students
924 had a great time and learned something new. He reported on his recent attendance at a TDA
925 Board meeting where they discussed increasing the number and length of stays in Craven
926 County.

927
928 *Chairman Bucher* reported that Commissioner Howard and he attended the swearing in of the
929 Craven County Schools Superintendent, Michael Cheeseman. He stated it was good to meet him
930 and he looks forward to working him in the future. Additionally, he reported that a derelict house
931 on Antioch Road that was damaged eight years ago from a hurricane will be torn down by
932 Baptists on Mission at no cost to the County and will be a big improvement. Commissioner
933 Howard noted that this work can cost approximately \$25,000 to \$30,000.

934
935 Commissioner Smith added that she would like to acknowledge and thank Commissioner Hunt
936 for her care and reaching out to her while she was recovering.

937
938 With no further business to discuss, at 9:25 AM a motion was made by Commissioner Mitchell
939 to adjourn. The motion was seconded by Commissioner Hunt and carried unanimously.

Craven County

RELEASES SUBJECT TO BOARD APPROVAL ON 2/2/2026

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
BAKER, LOUIS MICHAEL NOT TAXABLE TO CRAVEN COUNTY	202590298500	2025	902985	142.06
EVANS, DOUGLAS GOODWIN NOT TAXABLE TO CRAVEN COUNTY	202590454500	2025	904545	511.13
HARKLEY, COREY ANTHONY INCORRECT SITUS/ REBILL	202690483300	2026	904833	38.42
IPOCK, JAMES FRANKLIN & LINDA RECYCLE FEE CORRECTION	15051	2025	218823	73.44
REIFSCHNEIDER, TOBIN BRIAN NOT TAXABLE TO CRAVEN COUNTY	136810	2025	400552	479.66
REIFSCHNEIDER, TOBIN BRIAN NOT TAXABLE TO CRAVEN COUNTY	136810	2025	400551	420.62
SANDERS, JAMISON REED NOT TAXABLE TO CRAVEN COUNTY	147187	2025	401354	2,805.45
SPEARS, ERNEST LEE JR & SMART, DID NOT OWN JANUARY 1	43657	2024	16261	39.99
SPEARS, ERNEST LEE JR & SMART, DID NOT OWN JANUARY 1	43657	2025	16261	32.57
TARQUINIO, GARY STEPHEN NOT TAXABLE TO CRAVEN COUNTY	202690474700	2026	904747	49.24
WEBER, VICTOR G & INCORRECT SITUS/ REBILL	139664	2025	400941	157.41

11 RELEASES SUBJECT TO BOARD APPROVAL ON 2/2/2026: **4,749.99**

Craven County

REFUNDS SUBJECT TO BOARD APPROVAL ON 2/2/2026

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
FOREMAN, JERRY THOMAS BILLING ERROR	93387	2025	206384	77.11
HARGETT, ESTELLA MITCHELL HRS RECYCLE FEE CORRECTION	70411	2025	8322	72.00
LAW, GREG DOUBLE BILLED	147184	2025	401342	597.53
3 REFUNDS SUBJECT TO BOARD APPROVAL ON 2/2/2026:				746.64

Craven County

RELEASES SUBJECT TO BOARD APPROVAL ON 2/16/2026

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
ALVAREZ, JULYE NOEMI NOT TAXABLE TO CRAVEN COUNTY	202590397900	2025	903979	233.51
BAUER, RUSSELL ARNO JR NOT TAXABLE TO CRAVEN COUNTY	202590364300	2025	903643	51.50
BERNAL, EVER DOUBLE BILLED	138678	2025	400967	82.82
BLAND, THOMAS M & BETH B INTEREST CHARGED IN ERROR	121166	2025	48740	117.41
BRIDGES, JOSHUA STEPHEN MILITARY EXEMPT	202590086700	2025	900867	528.51
CAHOON, GARY ALAN DID NOT OWN JANUARY 1	1101501	2024	201679	7.36
CAHOON, GARY ALAN DID NOT OWN JANUARY 1	1101501	2025	201679	6.78
CASKEY, JOHN-MICHAEL MOORE NOT TAXABLE TO CRAVEN COUNTY	202590058700	2025	900587	646.45
COATES, ROBERT GAWN MILITARY EXEMPT	141596	2025	223520	91.03
CRAWFORD, MICHAEL E & CARRIE DID NOT OWN JANUARY 1	22609	2025	208593	114.37
DUKE, JONATHAN LEE & EXEMPT PER NCGS 105-278.1	123940	2025	18008	1,574.86
ECKERT, JO LYNN BILLING ERROR	202590054800	2025	900548	59.94
ESPADA, ALICE MAE HRS BILLING ERROR	142081	2025	57011	14.62
FITZGERALD, GEORGE WILLIAM DID NOT OWN JANUARY 1	79433	2025	218923	28.27
HOLLOWAY, SARAH ELIZABETH INCORRECT SITUS/ REBILL	202590250200	2025	902502	126.72
HORTON, ALAN MARSHALL DID NOT OWN JANUARY 1	107246	2025	208168	98.34
J JEUNE HAIR STUDIO LLC DID NOT OWN JANUARY 1	105391	2025	207921	64.27
J JEUNE HAIR STUDIO LLC DID NOT OWN JANUARY 1	105391	2024	207921	69.94
JOHNSON, CHARLES EDWARD III & DOUBLE BILLED	130927	2025	218704	242.42
MACK, PETER JR MILITARY EXEMPT	1225	2025	221687	777.04
MCNEW, MATTHEW ERNEST MILITARY EXEMPT	202590046700	2025	900467	626.98
MOORE, ARTHUR LEE JR MILITARY EXEMPT	202292192300	2022	921923	29.15
MOORE, ARTHUR LEE JR MILITARY EXEMPT	127047	2024	213029	50.98
MOORE, ARTHUR LEE JR MILITARY EXEMPT	127047	2025	213029	46.87
MOORE, ARTHUR LEE JR MILITARY EXEMPT	146450	2025	400700	14.29
MOORE, ARTHUR LEE JR MILITARY EXEMPT	202590320500	2025	903205	122.61

Craven County

RELEASES SUBJECT TO BOARD APPROVAL ON 2/16/2026

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
RAUB, JARRETT C MILITARY EXEMPT	202590364200	2025	903642	231.77
RAUB, JARRETT C MILITARY EXEMPT	143041	2025	224211	575.00
ROSARIO, JOSE LUIS DID NOT OWN JANUARY 1	133078	2025	223522	62.52
SALOOM, MATTHEW ALAN NOT TAXABLE TO CRAVEN COUNTY	202590147000	2025	901470	357.70
SWISHER, BRYAN D INCORRECT SITUS/ REBILL	94767	2025	219697	21.81
TOWNSEND, WILLIAM RECYCLE FEE CORRECTION	141411	2025	401356	73.44
UNDERWOOD, STEPHEN JAMES NOT TAXABLE TO CRAVEN COUNTY	202690480200	2026	904802	759.36
WATSON, BRADLEY ALLEN INCORRECT SITUS/ REBILL	202590180900	2025	901809	53.61
WEBSTER, TAMMY MENDENHALL NOT TAXABLE TO CRAVEN COUNTY	202590455500	2025	904555	739.18
WILSON, VANDER JR & SAVAGE, ROBERT RECYCLE FEE CORRECTION	132897	2025	21525	72.54
WOLFE, MATTHEW CALEB MILITARY EXEMPT	34707	2025	218776	44.78

37 RELEASES SUBJECT TO BOARD APPROVAL ON 2/16/2026: **8,818.75**

Craven County

REFUNDS SUBJECT TO BOARD APPROVAL ON 2/16/2026

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
COWELL, JOAN RECYCLE FEE CORRECTION	109735	2025	38120	73.44
FITZPATRICK, JOHN ANDREW JR NOT TAXABLE TO CRAVEN COUNTY	202590276900	2025	902769	137.26
WETHERINGTON, MICKEY WAYNE NOT TAXABLE TO CRAVEN COUNTY	138476	2025	222609	168.00
3 REFUNDS SUBJECT TO BOARD APPROVAL ON 2/16/2026:				378.70

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

North Carolina
County of Craven

Road Description: Neal Blvd approx. 1,845 linear feet, Tina Mae Dr approx. 2,633 linear feet, Tommy Ln approx. 1,093 linear feet and Jessica Ct approx. 362 linear feet

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

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

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

CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Craven at a meeting on the ____ day of _____, 2026.

WITNESS my hand and official seal on this the ____ day of _____, 2026.

(Official Seal)

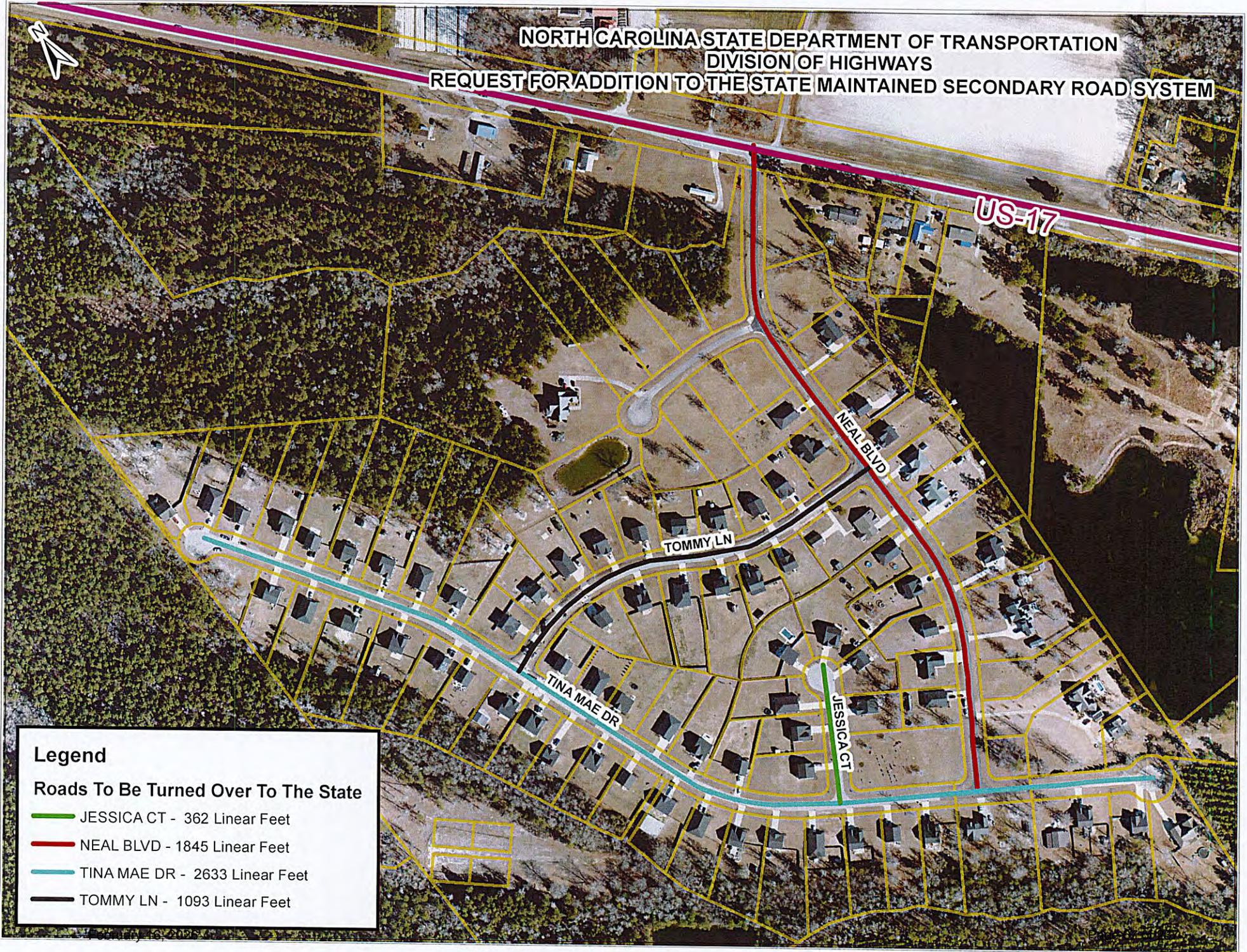
Clerk to the Board of Commissioners
County of Craven

PLEASE NOTE:

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

Form SR-2 (3/2006)

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



Legend

Roads To Be Turned Over To The State

- JESSICA CT - 362 Linear Feet
- NEAL BLVD - 1845 Linear Feet
- TINA MAE DR - 2633 Linear Feet
- TOMMY LN - 1093 Linear Feet

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

North Carolina
County of Craven

Road Description: Arrowhead Trail – approx 702 Linear Feet, Bear Trail – approx. 1,258
Linear Feet and Eagle Trail – approx. 1,277 Linear Feet

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

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

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

CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Craven at a meeting on the ____ day of _____, 2026.

WITNESS my hand and official seal on this the ____ day of _____, 2026.

(Official Seal)

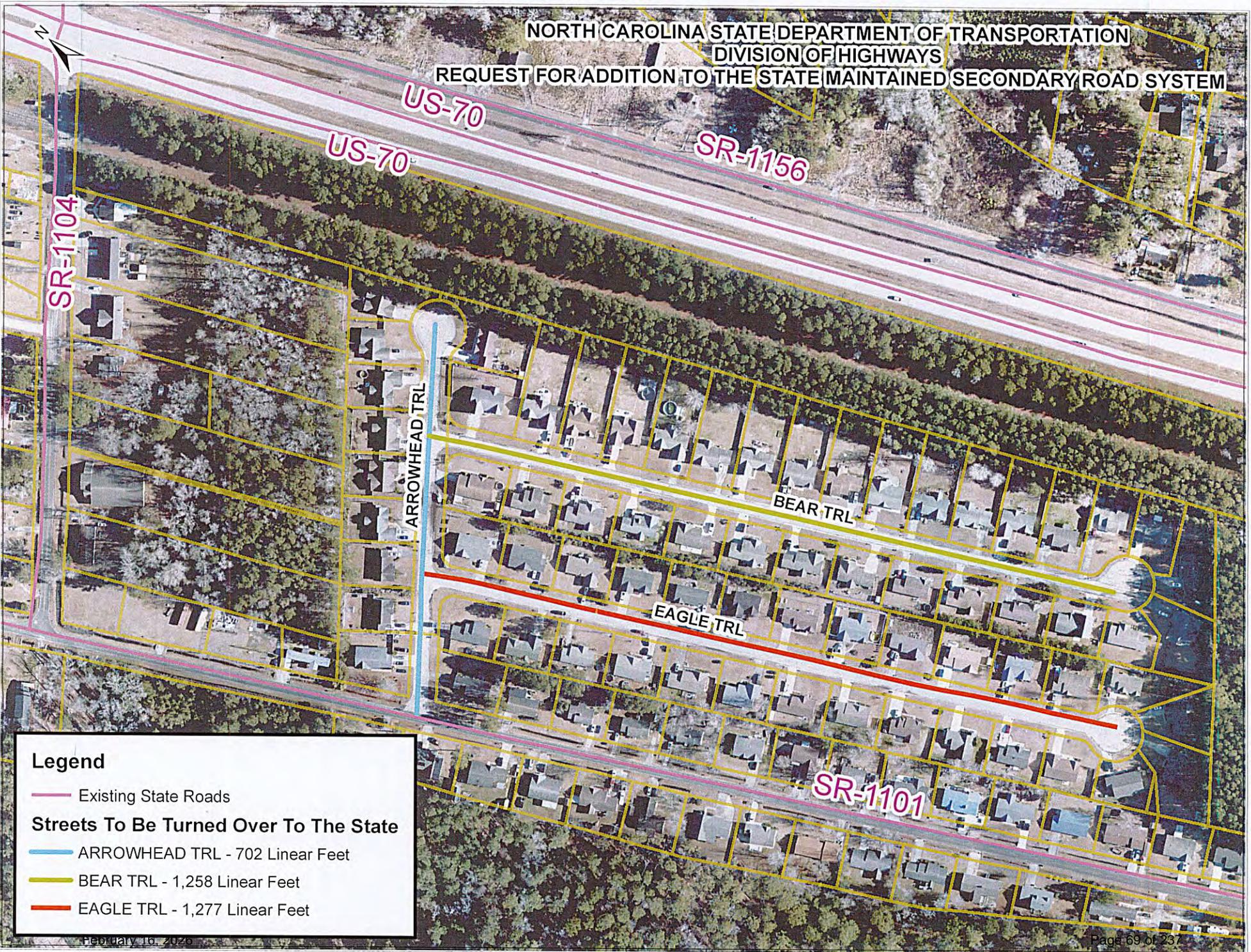
Clerk to the Board of Commissioners
County of Craven

PLEASE NOTE:

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

Form SR-2 (3/2006)

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



Legend

- Existing State Roads
- Streets To Be Turned Over To The State**
- ARROWHEAD TRL - 702 Linear Feet
- BEAR TRL - 1,258 Linear Feet
- EAGLE TRL - 1,277 Linear Feet

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

North Carolina
County of Craven

Road Description: South Castle Drive approx. 750 Linear Feet

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

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

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

CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Craven at a meeting on the ____ day of _____, 2026.

WITNESS my hand and official seal on this the ____ day of _____, 2026.

(Official Seal)

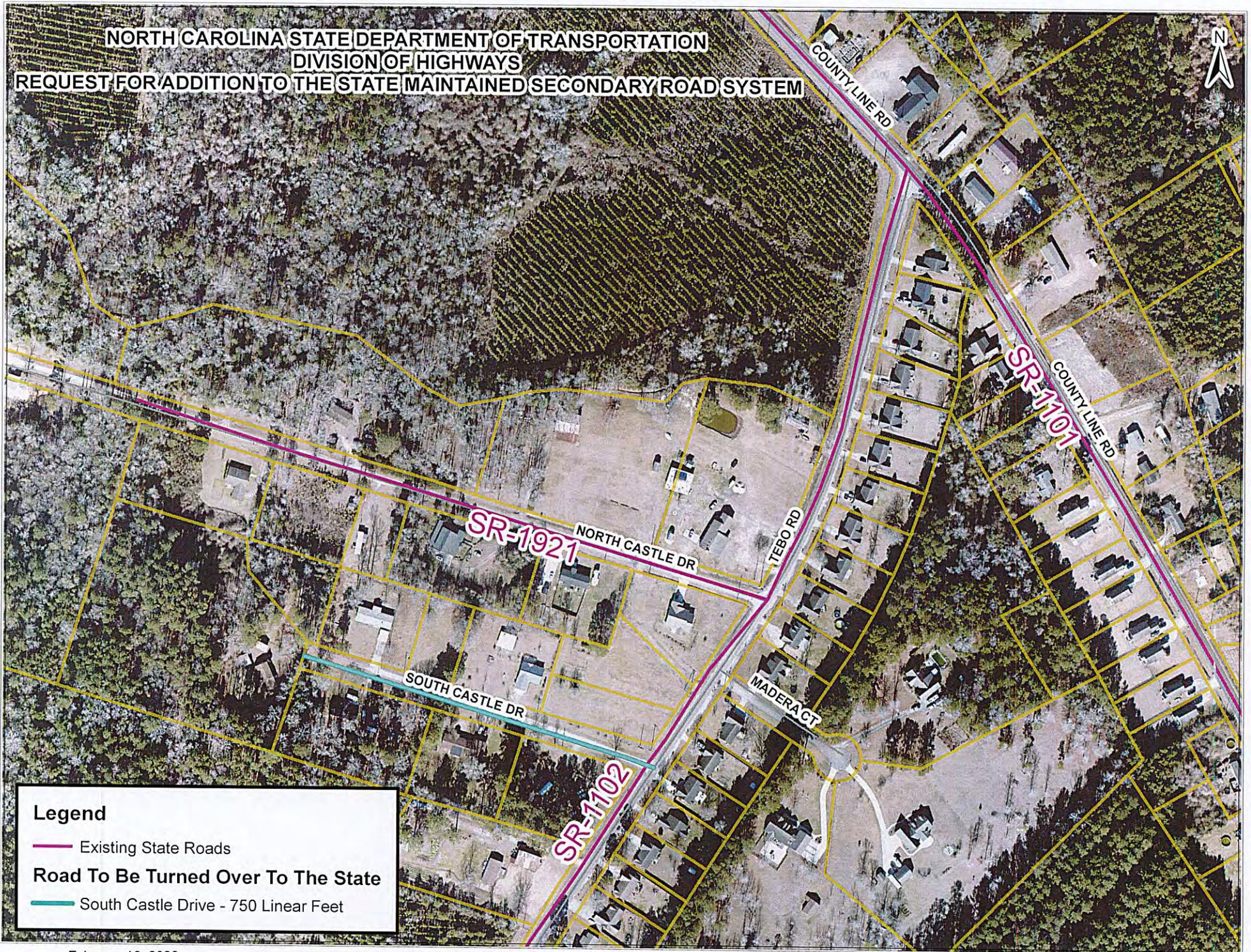
Clerk to the Board of Commissioners
County of Craven

PLEASE NOTE:

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

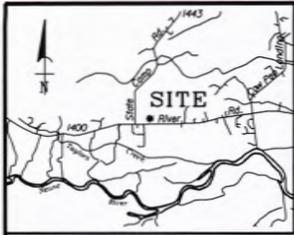
Form SR-2 (3/2006)

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



Legend

- Existing State Roads
- Road To Be Turned Over To The State
- South Castle Drive - 750 Linear Feet



VICINITY MAP
NOT TO SCALE

CERTIFICATE OF COASTAL AREA MANAGEMENT OFFICER

THIS SUBDIVISION CONFORMS TO THE STANDARDS OF THE NORTH CAROLINA COASTAL AREA MANAGEMENT ACT OF 1974 AND IS NOT LOCATED WITHIN AN AREA OF ENVIRONMENTAL CONCERN.

DATE _____ LOCAL PERMIT OFFICER _____

NOTES

- SIDE AND REAR LOT LINES ARE SUBJECT TO A 20' SURFACE WATER DIVERSION SWALE CENTERED ALONG THE LOT LINES.
- LOT LINES ADJACENT TO STREET RIGHT-OF-WAY ARE SUBJECT TO A 10' UTILITY EASEMENT.
- MINIMUM BUILDING LINES SHALL BE 30' FRONT FROM R/W LINE, 10' SIDE, AND 15' REAR.
- THIS PROPERTY SCALES WITHIN FLOOD ZONE "X" ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP "3720554400K" DATED JUNE 19, 2020. THIS STATEMENT DOES NOT SUPERCEDE THE ABOVE REFERENCED MAP.
- LOTS ARE TO BE SERVED BY CRAVEN COUNTY WATER AND INDIVIDUAL SEPTIC SYSTEMS.
- SUBDIVISION CONSISTS OF 4 LOTS
- INDIVIDUAL LOTS - 0.57 Ac.
- TOTAL AREA - 2.28 Ac.

CERTIFICATE OF APPROVAL BY PLANNING BOARD

The Craven County Planning Board hereby approves the Final Plat of Lucille F. Adams Phase 2.

Date _____ Chairman, Planning Board _____

CERTIFICATE OF APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS

The Craven County Board of Commissioners hereby approves the Final Plat of Lucille F. Adams Phase 2.

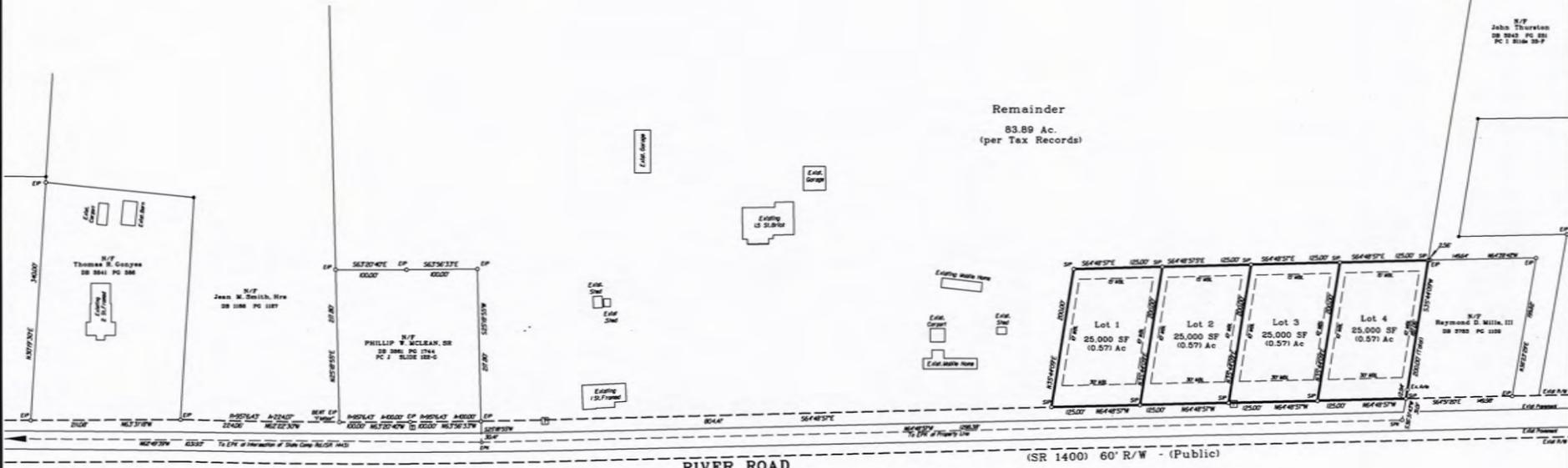
Date _____ Chairman, Craven County Board of Commissioners _____

- LEGEND:**
- EP - EXISTING IRON PIN
 - SP - SET IRON PIN
 - SPK - SET PK NAIL
 - EPK - EXISTING PK NAIL
 - ECM - EXISTING CONC. MONUMENT
 - MBL - MINIMUM BUILDING LINE
 - - NON-MONUMENTED POINT
 - - WATER METER
 - - TELEPHONE PEDESTAL
 - △ - EXISTING CONC. R/W MONUMENT

CERTIFICATE OF OWNERSHIP AND DEDICATION

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the County of Craven and that I hereby adopt this plan of subdivision pursuant to Article 2, Section 404.2 of the Craven County Subdivision Ordinance with my free consent and establish minimum building setback lines as noted, c/o Gary W. Brown, her Attorney in Fact

Date _____ Owner _____



NORTH CAROLINA
CRAVEN COUNTY

I, TERRY K. WHEELER, PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 1090, PAGE 708 AND PC SLIDE 1); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DASHED LINES DRAWN FROM INFORMATION IN BOOK 1090, PAGE 708, PC J SLIDE 122-C OR OTHER REFERENCE SOURCE; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 2ND DAY OF JANUARY, A.D., 2026.

I, Terry Wheeler, certify that this survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land. G.S. 47-30 (f)(1)(1)(i)

WETLANDS DISCLAIMER

APPROVAL OF THIS SUBDIVISION DOES NOT ADDRESS THE ISSUE OF THE EXISTENCE OR NON-EXISTENCE OF WETLANDS WITHIN THE SUBDIVISION. THE ENFORCEMENT OF WETLANDS REGULATIONS UNDER SECTION 404 OF THE CLEAN WATER ACT AND SECTION 10 OF THE RIVERS AND HARBORS ACT IS WITHIN THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS. INQUIRES CONCERNING WETLANDS MATTERS SHOULD BE ADDRESSED TO THAT AGENCY.

REGISTER OF DEEDS

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

Filed for Registration at _____ AM/PM o'clock
This _____ day of _____, 2026.

Plat Cabinet _____ Side _____

JOSHUA D. KOHR

Register of Deeds/ Assistant/ Deputy



OWNERS: Lucille F. Adams c/o Gary W. Brown 401 Kinnakeel Lane New Bern, NC 28562 (252)672-2734	WHEELER LAND SURVEYING, PLLC FIRM NO. P-2819 PO BOX 15422 NEW BERN, NC 28561 (252)122-9173
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FINAL PLAT OF

LUCILLE F. ADAMS
PHASE 2

RIVER ROAD
A PORTION OF PARCEL #1-057-036
TOWNSHIP NO. 1 CRAVEN COUNTY
VANCEBORO, NORTH CAROLINA
December 30, 2025



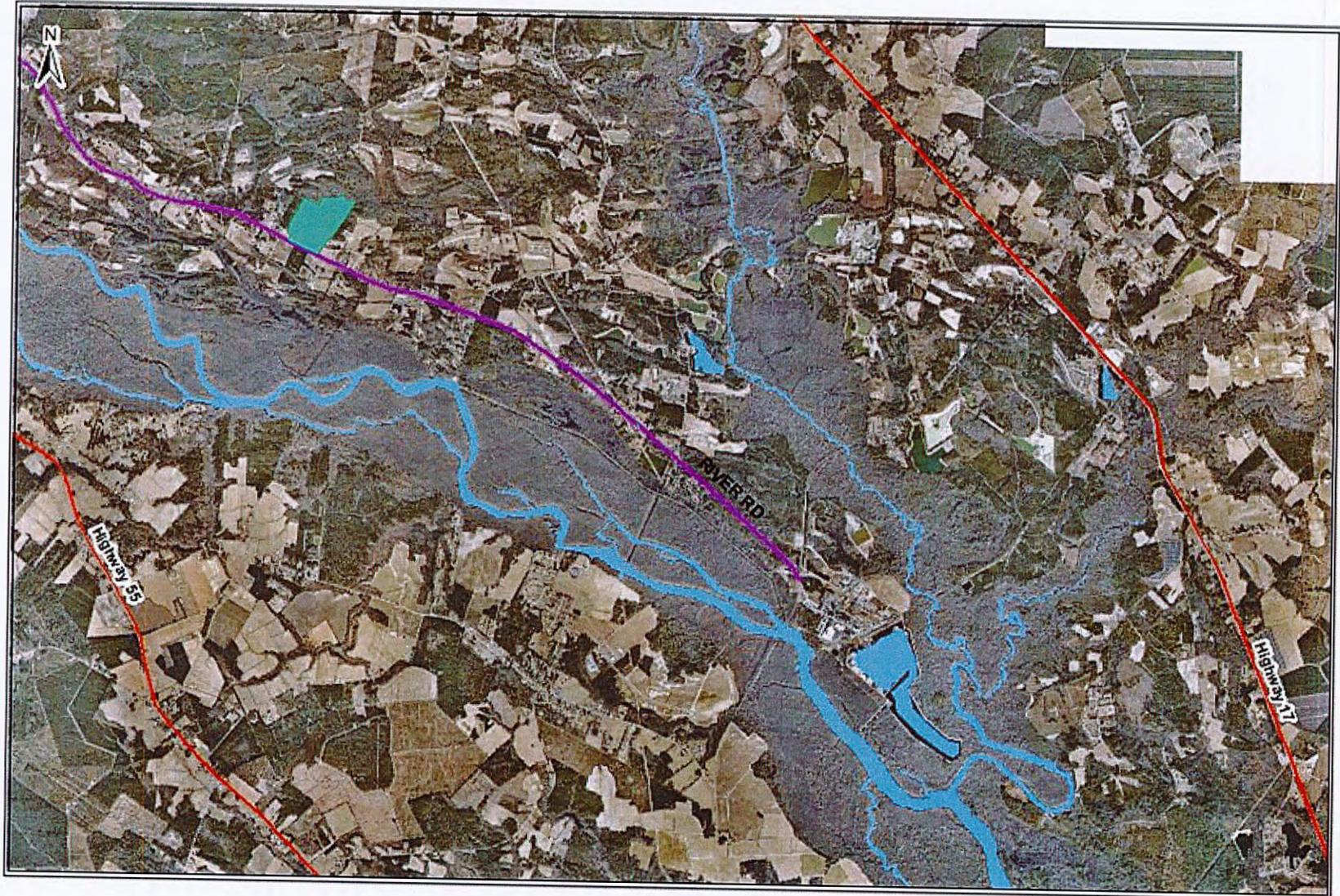
PROFESSIONAL LAND SURVEYOR
L - 3733
LICENSE NUMBER

NORTH CAROLINA
CRAVEN COUNTY

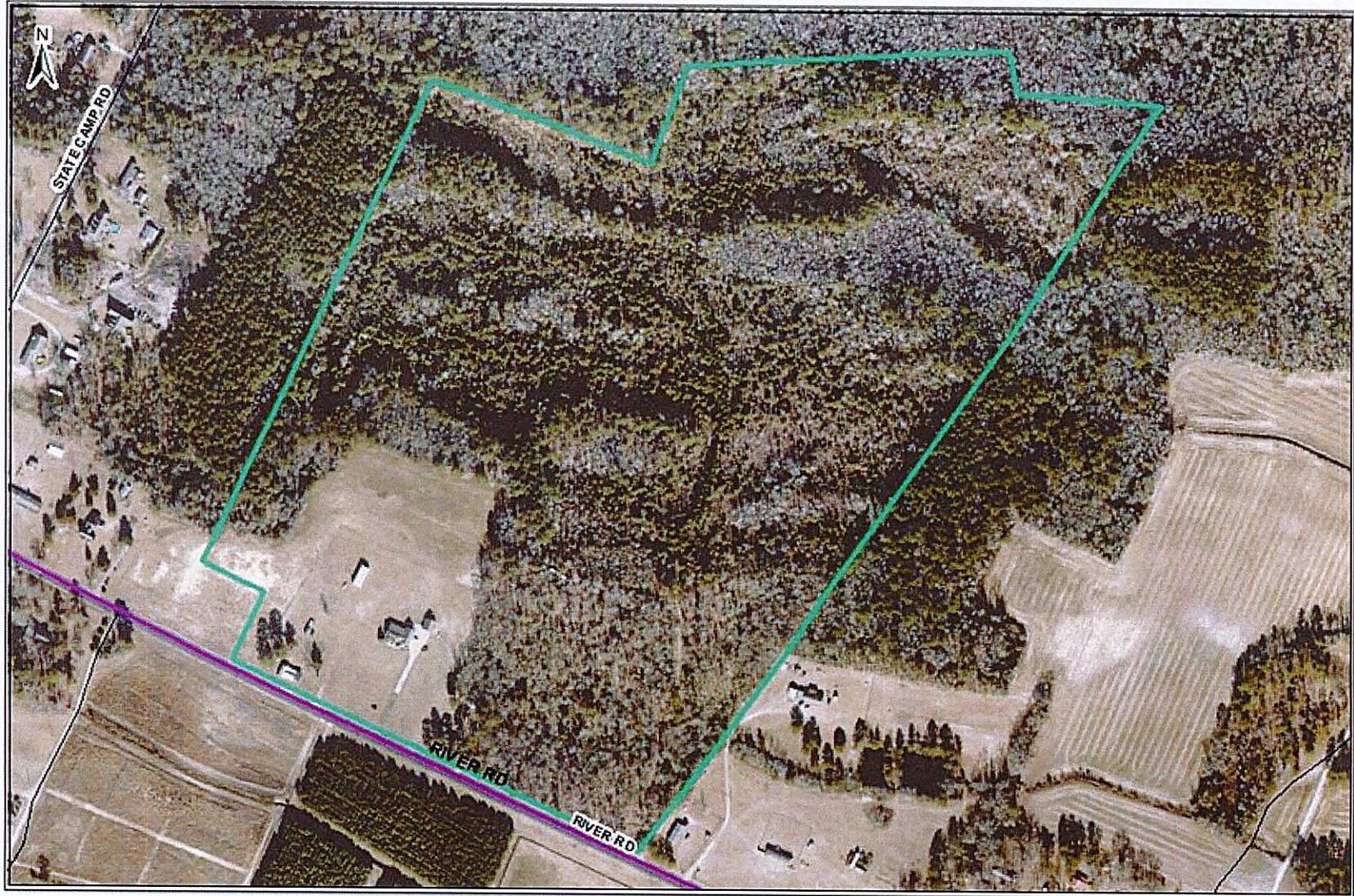
I, _____, REVIEW OFFICER OF CRAVEN COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE _____ REVIEW OFFICER _____

Lucille Adams



Lucille Adams



**RESOLUTION OF THE COUNTY OF CRAVEN, NORTH CAROLINA
DECLARING ITS OFFICIAL INTENT TO REIMBURSE EXPENDITURES
UNDER UNITED STATES DEPARTMENT OF TREASURY
REGULATIONS**

BE IT RESOLVED, by the Board of Commissioners (the “Board”) for the County of Craven, North Carolina (the “County”) as follows:

Section 1. The Board hereby finds, determines and declares the following:

(a) Section 1.150-2 of the Treasury Regulations (the “Regulations”) prescribes specific procedures which will be applicable to certain bonds or notes issued by or on behalf of the County including, without limitation, a requirement that the County declare its official intent to reimburse certain expenditures with proceeds of debt to be incurred by the County prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed.

(b) The County intends to advance its own funds in order to pay certain capital costs (the “Original Expenditures”) relating to the purchase, renovation and equipping of a building on Highway 70 in Havelock (the “Project”) for various governmental functions.

(c) The County reasonably expects to reimburse itself for the Original Expenditures from the proceeds of debt to be incurred by the County.

(d) \$6,000,000 is the maximum principal amount of debt currently expected to be incurred for the purpose of paying the costs of the Project.

(e) This declaration of official intent is made pursuant to Section 1.150-2 of the Treasury Regulations to expressly declare the official intent of the County to reimburse itself from the proceeds of debt to be hereinafter incurred by the County for certain expenditures paid by the County on or after the date which is sixty (60) days prior to the date hereof.

(f) The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

(g) All Original Expenditures to be reimbursed by the County were paid no more than sixty (60) days prior to, or will be paid on or after the date of, this declaration of official intent, except with respect to certain amounts incurred before such 60-day period not exceeding 20% of the issue price of the proceeds of the debt to be hereinafter incurred which are expended for “preliminary expenditures” within the meaning of Section 1.150-2 of the Treasury Regulations (the “Preliminary Expenditures”). The County understands that, except for the Preliminary Expenditures, such reimbursement must occur not later than eighteen (18) months after the later of (a) the date the Original Expenditures were paid and (b) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the Original Expenditures were paid.

Section 2. This resolution shall take effect upon its adoption.

I, Abigail G. Wilson, Clerk to the Board of Commissioners for the County of Craven, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Commissioners for said County at a regular meeting held on February 2, 2026, as it relates in any way to the adoption of the foregoing resolution and that said proceedings are recorded in the minutes of said Board of Commissioners.

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

WITNESS my hand and official seal of said County this 16th day of February, 2026.

Clerk to the Board of Commissioners

[SEAL]

DEPARTMENTAL MATTERS:

7. Planning – Community Development CARES Act (CDBG-CV) COVID – Resolution: Kate Fersinger

Kate Fersinger, Housing Resiliency Consultant with Insight Consulting Group, requests that the Board approve and authorize the Chairman to sign the attached CDBG CARES Act (CDBG-CV) Covid Resolution. This resolution authorizes the formal submission of the application and authorizes the County Manager to execute all documents related to this grant.

Board Action: Approve and authorize the Chairman to sign the CDBG CARES Act COVID Resolution and to authorize the County Manager to execute all documents related to this grant.

**RESOLUTION FOR CRAVEN COUNTY APPLICATION FOR
COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS FUNDING**

WHEREAS, the Craven County Board of Commissioners has previously indicated its desire to assist in community development efforts for public services improvements within the County; and,

WHEREAS, the Board of Commissioners has held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit primarily low-to-moderate income individuals in the County by providing public services improvement activities; and,

WHEREAS, the Board of Commissioners wishes the County to pursue a formal application for Community Development Block Grant funding to benefit primarily low-to-moderate income individuals in the County by providing public services improvement activities; and,

WHEREAS, the Board of Commissioners certifies it will meet all federal regulatory and statutory requirements of the State of North Carolina Community Development Block Grant Program;

NOW, THEREFORE BE IT RESOLVED, by the Craven County Board of Commissioners that

- The County is hereby authorized to submit a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant-Coronavirus Program, to support public services improvement activities benefitting primarily low-to-moderate income individuals in the County.
- The Board of Commissioners further authorizes the County Manager, or their successor, to execute all documents related to grant administration of the project.

Adopted this the 16th day of February 2026, in Craven County, North Carolina.

Dennis Bucher, Chairman
Craven County Board of Commissioners

ATTEST:

Abigail G. Wilson, Clerk to the Board of Commissioners

DEPARTMENTAL MATTERS:

8. Register of Deeds: Joshua Kohr

A. 2025 Year Recap

Register of Deeds, Joshua Kohr, will provide a PowerPoint presentation inclusive of a recap of the activities, projects and operational changes within the office of the Register of Deeds in 2025.

Board Action: Receive information

DEPARTMENTAL MATTERS:

8. Register of Deeds: Joshua Kohr

B. Preservation Scanning Phase I Test Project – Budget Amendment

The Register of Deeds is working towards the creation of permanent, full-color preservation of the County's oldest deed volumes and to produce enhanced access/production images for day-to-day use. Phase 1, which includes Deed Books 1–200 (1739-1914) must be rescanned because prior scanning efforts (2015) did not retain full-color preservation masters. Digital enhancement depends on color image data that is not present in the existing black-and-white scans; therefore, the books must be rescanned in color to preserve the information needed for future enhancement and long-term archival use.

The attached budget amendment is being requested, in the amount of \$64,320, to cover the cost of this project within the current fiscal year, FY26. Funding is requested from the General Fund rather than the Automation & Preservation (A&P) Fund because A&P funding levels are not sufficient to keep pace with the scale of preservation needs.

Board Action: Approve budget amendment, in the amount of \$64,320, to begin the Preservation Scanning Phase I Test Project (Deed Books 1-200). A roll call vote is needed.



PO Box 9393
Chapel Hill, NC 27515

Quote

Number: **2659**
Date: **December 5, 2025**

Prepared For:

Hon. Joshua D. Kohr
Register of Deeds
Craven County Register of Deeds Office
226 Pollock Street
New Bern, NC 28560

Description

This proposal outlines the digitization of historical records for the Craven County Register of Deeds. The quote includes estimates for scanning and electronically processing Document Books 1 through 200. Books 1–107 have been identified as mechanical volumes encapsulated in Mylar, while Books 108–200 contain pages sewn into binders. Courthouse Computer Systems will scan these records and make the resulting images searchable both online and within the Register of Deeds office.

Courthouse Computer Systems will deliver properly named and sequenced images in two formats:

- ❖ Color .png files, providing a high-quality representation of each page
- ❖ Enhanced bi-tonal 300 dpi .tif files using CCITT Group 4 (fax4) compression for efficient storage and compatibility with existing software

All pages will be scanned in color, batch converted, enhanced, and individually reviewed with a focus on maximizing readability. Enhancements may include lightening, darkening, contrast adjustments, and precise cropping. These techniques are especially beneficial for older handwritten or heavily used records. Additional manual enhancement can be performed in the future if needed, at an additional fee.

Books will be transported offsite for scanning in groups of approximately 100, mixing both bound and encapsulated volumes to manage workflow efficiently. Each book may be offsite for roughly three weeks. Courthouse Computer Systems maintains a dedicated email address for “pull requests” should an image be needed while a book is offsite. All pull requests will be fulfilled within three business hours.

Price

Scanning and Digitally Enhancing Deed Books 1-200	\$64,320.00
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- ❖ The quoted price is partially based upon the inventory of books provided by the Register of Deeds office.
- ❖ Courthouse Computer Systems is willing to divide payment into multiple years if necessary to fit within the budgetary constraints of Craven County

DEPARTMENTAL MATTERS:

9. Economic Development – Economic Development State Grant – Industrial Park Improvements Project Ordinance and Budget Amendment: Jeff Wood

In fiscal year 2023, the County received \$2,450,000 from the Office of State Budget and Management (OSBM). These funds were deposited into the general fund to support infrastructure improvements at the Industrial Park. Upon reviewing the grant agreement as of June 30, 2025, it was determined that the remaining grant funds must be placed in a separate fund. This action will ensure compliance with the grant agreement established with OSBM. The attached project ordinance and budget amendment, in the amount of \$709,430, reflects the unspent grant funds and are requested for the Board's approval.

Board Action: Approve project ordinance and budget amendment, in the amount of \$709,430, for State Grant ID 20174. A roll call vote is needed.



419

Original

This ordinance is hereby approved in the following amount for expenditure of the Industrial Park Improvement

Expenditures:

Construction-General	\$	709,430.00
TOTAL	\$	709,430.00

The following revenues are hereby estimated for the Industrial Park Improvement

Revenues:

State Grant Funds	\$	509,430.00
Craven 1 Alliance	\$	200,000.00
TOTAL	\$	709,430.00

This ordinance is hereby approved this 16th day of February, 2026.

Denny Bucher
Craven County Board of Commissioners

Attest:

Abigail G. Wilson
Craven County Board of Commissioners

DEPARTMENTAL MATTERS:

10. CARTS – Approval of Various Amended Policies: Deanna Trebil

On November 18, 2025, individuals from the North Carolina Department of Transportation/Integrated Mobility Division (NCDOT/IMD) and their contractor, WSP, were on-site to complete a compliance review of CARTS. A compliance review is conducted every three years of all sub recipients of NCDOT/IMD funding sources. Both ADA Complementary Paratransit Policy and Procurement Policy were recently updated and approved at the December 1, 2025 Board of Commissioners meeting. Additional guidance has been provided by NCDOT IMD requiring small amendments. All three policies follow state templates. As a result, the following policies were revised:

1. ADA Complementary Paratransit Policy – Memorializing current practices such as cancellations/no shows, suspension procedure, wheelchair mobility and securement, service animals, and use of lifts
2. Procurement Policy – Added NCDOT IMD Procurement Checklists
3. Grants and Financial Management Policies and Procedures – Updates include clarifying staff’s financial roles and responsibilities and adding the requirement for SBI criminal background checks

CARTS requests approval of the policies, as amended.

Copies of the amended policies are provided in the following attachments.

Board Action: Approval of the amended ADA Complementary Paratransit Policy, Procurement Policy and Grants and Financial Management Policies and Procedures.

Craven County



Craven Area Rural Transit System



1106 Clarks Rd.

New Bern, North Carolina 28562

Phone: 252-636-4917 - Fax: 252-636-4919

1-800-735-2962 TDD/TTY

Email: carts@cravencountync.gov

ADA Complementary Paratransit Policy

**Approved -February 16, 2026
by the Craven County Board of Commissioners**

ADA Contact Information

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INTRODUCTION

It is the policy of Craven Area Rural Transit System (CARTS) to comply in full with the transportation and related provisions of Titles II and III of the Americans with Disabilities Act of 1990. Section 223 of the ADA requires paratransit as a complement to fixed route service. CARTS operates a fixed route service called "Omnibus." Title 49, Part 37, Subpart F addresses "Paratransit as a Complement to Fixed Route Service" and is used as the basis for developing this ADA Complementary Paratransit Policy.

APPLICATION

Applications for ADA Complementary Paratransit service may be obtained on the CARTS website at www.cravencountync.gov/departments/trn.cfm, in person at the CARTS office, or by contacting the CARTS office at 252-636-4917 to request an application be mailed. An application must be completed in its entirety to be evaluated for eligibility. Incomplete applications will not be processed. CARTS will make reasonable attempts to notify applicants if an application is considered incomplete.

ELIGIBILITY/CERTIFICATION/INELIGIBILITY

CARTS will strictly limit ADA paratransit eligibility to the regular definition of eligibility to individuals as specified in 49 CFR 37.123. Only those persons who meet the regulatory definition will be given documentation indicating they are "ADA Paratransit Eligible." Eligible individuals will receive documentation of ADA paratransit eligibility, which can be used in other areas. Individuals may be ADA paratransit eligible based on a permanent or temporary disability.

Having a disability does not automatically make an individual eligible for paratransit service. Eligibility will be based on the functional ability of applicants to use fixed route transit services. The following individuals are ADA paratransit eligible:

1. Any individual with a disability who is unable, because of a physical or mental impairment (including a vision impairment), and without the assistance of another individual (except the operator of a wheelchair lift or other boarding assistance device), to board, ride, or disembark from any vehicle on the system which is readily accessible to and usable by individuals with disabilities.
2. Any individual with a disability who needs the assistance of a wheelchair lift or other boarding assistance device and is able, with such assistance, to board, ride, and disembark from any vehicle which is readily accessible to and usable by individuals with disabilities if the individual wants to travel on a route on the system during the hours of operation of the system at a time, or within a reasonable period of such time, when such a vehicle is not being used to provide designated public transportation on the route.
3. Any individual with a disability who has a specific impairment-related condition which prevents such individual from traveling to a boarding location or from a disembarking location on such system.

An applicant's eligibility will be based on his or her most limiting condition, whether related to the environment or the variable nature of the disability. Determinations of paratransit eligibility will consider each applicant's ability to travel to any origins and destinations in the complementary paratransit service area under all conditions. Eligibility may be based on a permanent or temporary disability. If the disability is permanent, CARTS may require recertification no less than every three years. If the disability is temporary, the duration of eligibility may be based on the duration of treatment period. ADA eligible individuals, who can use the fixed route system under certain circumstances, will not be penalized for riding the fixed route service and will be allowed to ride the fixed route system at the fixed route half-price fare rate.

Individuals accompanying an ADA paratransit eligible rider shall be provided service as follows:

1. One other individual accompanying and ADA paratransit eligible individual shall be provided service-
 - a. If the ADA eligible individual is traveling with a personal care attendant, CARTS shall provide service to one other individual in addition to the attendant who is accompanying the individual.
 - b. A family member or friend is regarded as a person accompanying the eligible individual, and not as a personal care attendant, unless the accompanying family member or friend is acting in the capacity of a personal care attendant.
2. Additional individuals accompanying the ADA paratransit eligible individual shall be provided service, if space is available for them on the paratransit vehicle carrying the ADA paratransit eligible individual and that transportation of the additional individuals will not result in a denial of service to ADA paratransit individuals.
3. To be considered as "accompanying" the eligible individual for purposes of this paragraph, the other individual(s) shall have the same origin and destination as the eligible individual.

All information about the process, material necessary to apply for eligibility, and notices and determinations concerning eligibility will be made available in accessible formats upon request. Accessible formats include large print, audiotape, Braille, and computer disk.

If, by a date 21 days following the submission of a complete application, CARTS has not made a determination of eligibility, the applicant shall be treated as eligible and provided service until and unless CARTS denies the application.

The determination concerning ADA paratransit eligibility shall be in writing. If the determination is that the individual is ineligible, or if eligibility is limited—such as only conditional or temporary eligibility—the written notification will state the reason(s) for the finding. CARTS will provide documentation to each eligible individual stating that he or she is "ADA Paratransit Eligible."

Individuals denied ADA paratransit eligibility may appeal the decision. A written appeal request must be submitted to CARTS within 60 days of the denial of an individual's application to be considered. The written request only needs to state a desire for an appeal and does not have to

contain the reasons for the appeal. The appeal process shall include an opportunity to be heard and to present information and arguments, separation of functions (i.e., a decision by a person not involved with the initial decision to deny eligibility), and written notification of the decision, and reasons for the decision. ADA paratransit service will not be provided pending the determination of an appeal. However, if a decision is not made within 30 days of the appeals hearing, CARTS shall provide paratransit service from that time until and unless a decision to deny the appeal is issued.

VISITORS

A visitor is any individual with a disability who does not reside in the CARTS ADA paratransit service area. All visitors shall be treated as eligible who present documentation that they are ADA paratransit eligible in the jurisdiction in which they reside. With respect to individuals with disabilities who do not present such documentation, CARTS may require documentation of the individual's place of residence, and if the individual's disability is not apparent, of his or her disability. CARTS shall accept a certification from such individuals that they are unable to use fixed route transit. CARTS shall provide paratransit service to individuals with disabilities who qualify as visitors under this paragraph. CARTS shall make the service to a visitor for any combination of 21 days during any 365-day period beginning with the visitor's first use of service during such 365-day period.

CANCELLATIONS/NO-SHOWS FOR PARATRANSIT

It is the policy of CARTS that paratransit passengers who establish a pattern or practice of excessive "No-shows" or "Late Cancellations" shall be subject to a suspension of service. While CARTS understands that riders may sometimes miss scheduled trips or be unable to cancel trips in a timely fashion for reasons beyond their control, repeatedly missing scheduled trips, or failing to cancel trips in a timely manner can have a negative impact on the provision of service to other passengers, as well as the costs of providing such services.

Calling any time prior to the end of the business day prior to the date of the scheduled trip to inform CARTS the trip is no longer needed is considered an **advance cancellation**.

Calling the day of the scheduled trip during regular business hours, but no less than two (2) hours before the time of the scheduled pick up, to inform CARTS the trip is no longer needed is considered a **same day cancellation**.

Calling and cancelling less than two (2) hours prior to the scheduled pick-up time is considered a **late cancellation**.

Failure to call to inform CARTS the trip is no longer needed and not taking a scheduled trip resulting in the vehicle showing up at the correct location, during the on-time window, and waiting the required time, is considered a **no show**.

When an ADA eligible individual is a no-show for one trip, all subsequent trips on that day remain on the schedule unless CARTS is notified to specifically cancel those trips. To avoid multiple no shows on the same day, passengers are strongly encouraged to cancel any subsequent trips they no longer need that day. No financial penalty will be assessed for no shows.

- Suspension of transportation will occur if a passenger shows a pattern or practice of
- missing scheduled trips. No financial penalty will be imposed; however, service could be
- suspended as follows: 1st occurrence = no action taken
- 2nd occurrence = warning letter to passenger's residence
- 3rd occurrence = passenger transportation service is suspended for 30 days
- 1st occurrence after reinstatement = service terminated until next fiscal year
- Any further occurrence = service may be terminated indefinitely

Before any suspension, the potentially affected individual will receive written notice that transportation service will be suspended beginning fourteen (14) days from the date of notice and provide specific basis for the proposed suspended service. The individual will receive a copy of the appeals process that details passenger rights in this situation. The written notice of suspension will contain instructions and materials necessary to challenge or appeal the suspension decision.

To dispute a no-show, the passenger will need to contact the office via phone or email to explain the circumstances and request the removal of the no-show.

NO STRAND POLICY

If an ADA paratransit eligible individual has more than one trip scheduled on a particular day and does not ride for any one of those scheduled trips, CARTS will not automatically cancel the subsequent trips. However, if an ADA eligible individual misses any one of his or her scheduled trips, notifies CARTS that he or she needs that trip, and that trip can be completed within the operation hours for paratransit service, CARTS will make one additional attempt to provide the scheduled trip.

SERVICE CRITERIA

CARTS shall provide paratransit service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed route system.

Service area: CARTS will provide complementary paratransit service to origins and destinations within corridors with a width of three-fourths of a mile on each side of the fixed route. The corridor shall include an area with a three-fourths of a mile radius at the ends of each fixed route.

Response time: CARTS shall make reservation service available during at least all normal business hours of the CARTS administrative office, as well as during times comparable to normal business

hours, when the CARTS office is not open before a service day. Reservations may be via voice mail on Sundays and Holidays. CARTS shall schedule and provide paratransit service to any ADA paratransit eligible person at any time requested on a particular day in response to a request for service made the previous day. CARTS may negotiate pick up times with the individual, but CARTS shall not require an ADA paratransit eligible individual to schedule a trip more than one hour before or after the individual's desired departure time. CARTS will permit reservations to be made up to 30 days in advance of an ADA paratransit eligible individual's desire trips.

Fares: The fare for a trip charged to an ADA paratransit eligible user of the complementary paratransit service shall not exceed twice the fare that would be charged to an individual paying full fare (without regard to discounts) for a trip similar in length, at a similar time of day, on the CARTS fixed route. A personal care attendant shall not be charged for complementary paratransit service. The fares for individuals accompanying ADA paratransit eligible individuals who are not personal care attendants shall be the same as for the ADA paratransit eligible individuals they are accompanying. CARTS may charge a fare higher than otherwise permitted to a social service agency or other organization for agency trips (i.e., trips guaranteed to the organization). A fare subsidy will apply to all trip purposes eligible under EDTAP.

Trip purpose restrictions: CARTS shall not impose restrictions or priorities based on trip purposes.

Hours of days of service: The complementary paratransit service shall be available throughout the same hours and days as the CARTS fixed route service.

Capacity restraints: CARTS shall not limit the availability of complementary paratransit service to ADA paratransit individuals. There will be:

1. No trip denials. A trip will be considered "denied" if not provided at all or not provided within one hour of the requested time.
2. No restrictions on the number of trips an individual will be provided.
3. No waiting lists for access to the service, or
4. No operational pattern or practice that significantly limits the availability of service to ADA paratransit eligible persons. This includes:
 - a. A substantial number of untimely pickups. CARTS considers a vehicle "on-time" if it arrives 15 minutes before the scheduled pick-up time or arrives 15 minutes after the scheduled pick-up time.
 - b. A substantial number of untimely drop-offs. CARTS is considered on-time for the drop off if the passenger arrives by the agreed upon time (i.e., on time for appointment).
 - c. A substantial number of trips with excessive on-board ride times. Since the ADA prohibits substantial numbers of trips with excessive lengths (also called travel time or ride time), CARTS will monitor travel times on ADA paratransit to ensure comparability to the same or comparable trip if taken on fixed route. Since paratransit is a shared-ride service, paratransit rides between Point A and Point B will usually take longer, and involve more intermediate stops, than a taxi ride between the same two points. However, trips would be scheduled to avoid a substantial number of

intermediate stops and an excessive total trip time to prevent the service from becoming prohibitively inconvenient.

- d. A substantial number of missed trips. CARTS considers a trip “missed” if it is not provided at all, or if the rider does not take the trip when: (1) the vehicle shows up late; (2) the vehicle shows up on-time but does not wait the required time and there is no contact with the rider, or (3) the vehicle shows up early and leaves early (before the start of the on-time window) and there is no contact with the rider. CARTS’s goal is to have no missed trips.
- e. Long telephone hold times. The phone system prevents callers from being on hold and allows callers to connect with a representative or to leave voice mail. The phone system now prevents long telephone hold times.

MOBILITY AID SECUREMENT

Mobility aids must be properly secured whenever possible. Securement devices shall be available on all transit vehicles at all times. Bus operators shall use their best efforts to correctly use the appropriate number of securement points. If the mobility device meets the ADA regulatory definition of a common wheelchair, service shall not be denied because the mobility device cannot be secured to the operator’s satisfaction due to either the awkward position of the securement points, or the design of the mobility device. A passenger may not be refused service based on an inoperable securement system. If the device is not secured, it should remain out of the aisle and movement of passengers. Lap belts and shoulder harnesses shall be offered for the safety of the passenger but are not mandatory. Passengers using mobility devices shall not be denied service based on safety or liability concerns if they refuse to wear the lap belt or shoulder harness, or if the mobility device cannot be completely secured due to the design of the device or difficulty with the securement system. Passengers using mobility devices may transfer to a vehicle seat if one is available. Passengers using mobility devices are not required to move to a vehicle seat due to securement difficulties that raise safety concerns. Passengers requesting to ride in a specific securement area shall be secured in the area of their choice if that securement area is available and unoccupied by a passenger using a mobility device

RESERVED/PRIORITY SEATING

Mobility aid securement areas on buses are reserved. Passengers using mobility aids shall be boarded if the securement areas are not otherwise occupied by a mobility device, regardless of the number of passengers on the bus. Drivers are required to ask passengers sitting in securement areas to move to other available seats or to stand. Upon request, drivers shall ask, but not require, passengers to yield priority seating at the front of the bus to persons with disabilities and seniors.

USE OF LIFTS

Upon request, drivers must allow passengers who do not use a mobility aid to use a vehicle's lift or ramp to enter or exit the vehicle. The only reason to not authorize the use of a lift is if:

1. The lift cannot be deployed;
2. The lift will be damaged if deployed;
3. Conditions at the stop would present unsafe conditions for ALL passengers (49 CFR 37.167). Drivers may not judge that a designated stop is unsafe solely due to a passenger's particular disability. (ADA Section 223).

OTHER STATEMENT OF POLICY

Fixed route stop announcements will be made at transfer points with other fixed routes, at major intersections and destination points, and intervals along a route sufficient to permit individuals with visual impairments or other disabilities to be oriented to their location.

CARTS will acquire vehicles which meet the accessibility and equipment requirements of the ADA.

CARTS will maintain in operative condition those features of facilities and vehicles that are required to make the vehicles and facilities readily accessible to and usable by individuals with disabilities. These features include, but are not limited to, lifts and other means of access to vehicles, securement devices, elevators, signage, and systems to facilitate communication with persons with impaired vision or hearing.

Drivers will notify dispatch immediately if lifts or ramps are not functioning. CARTS will repair accessibility features promptly if they are damaged or out of order. When an accessibility feature is out of order, CARTS will take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature. If lifts or ramps are not working, spares with functional lifts/ramps will be substituted as soon as possible. Vehicles with non-functioning lifts or ramps will not be placed in service unless there are no spares and will be kept in service for no more than three days even if there are no spares.

CARTS will operate from facilities and amenities which comply with ADA regulations.

CARTS provides curb to curb service, with door-to-door assistance as needed. CARTS will make reasonable accommodation if assistance is needed beyond the curb. CARTS will provide limited assistance from the vehicle to the first doorway for customers who need additional assistance to complete their trip. However, CARTS drivers may not be able to assist in a manner which causes them to lose sight of the CARTS vehicle for a lengthy period of time.

CARTS will ensure that personnel are trained to comply with ADA regulations, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities. All employees will be

trained to proficiency. Retraining will be provided if observations or valid complaints indicate issues with performance and compliance with policies and procedures.

CARTS will maintain detailed operating procedures and a "Ride Guide" with detailed procedures for accessing and using the system. The Ride Guide, as well as other service information, will be provided in accessible formats upon request. CARTS will work with individuals who request information in accessible formats to ensure that the formats are usable by the individual and appropriate to the use intended.

SERVICE ANIMALS

CARTS will accommodate **service animals** on vehicles and in facilities pursuant to (§ 37.167(d)).

A service animal is defined as:

"Any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items." Unless required by law, the term service animal does not include a therapy animal or animal used for emotional support or comfort.

CARTS does not and cannot have a policy requiring riders to provide documentation for their service animal before boarding a bus or train or entering a facility; however, personnel may ask riders two questions: (1) is the animal a service animal required because of a disability? and (2) what work or task has the animal been trained to perform?

Service animals (e.g. a guide dog) ride at no additional charge but must be properly controlled. They must ride on the floor, or, if appropriate, on the lap of the customer. They may not use vehicle seats. Customers are responsible for the behavior and hygiene needs of their animals. Service can be refused or discontinued if a service animal is seriously disruptive.

All other animals may travel only in a properly secured cage or travel container.

Other service animal conditions described below:

1. CARTS may refuse to transport service animals that are deemed to pose a direct threat to the health or safety of drivers or other riders, create a seriously disruptive atmosphere, or are otherwise not under the rider's control. For example, a rider with a service dog is responsible for ensuring the dog does not bite the driver or other riders. Conversely, a dog that barks occasionally would likely not be considered out of the owner's control.
2. A passenger's request that the CARTS driver take charge of a service animal may be denied. Caring for a service animal is the responsibility of the passenger or a PCA.

3. CARTS does not prescribe limits on the number of service animals that accompany riders on a single trip. Different service animals may provide different services to a rider during trips or at the rider's destination.
4. CARTS may ask riders for notification of their intent to ride with a service animal in order to help ensure adequate space is available for the animal. (CARTS will maintain such information in riders' files.)
5. Other riders' or agency personnel's allergies to dogs or other animals are not grounds for CARTS denying service to a person accompanied by a service animal. Federal regulations explicitly state that service animals must be allowed to accompany individuals on vehicles and in facilities. Encountering a service animal in the transit or other environment is an expected part of being in public.

CARTS will also allow riders to travel with respirators and personal oxygen supplies if they do not violate U.S. Department of Transportation hazardous materials regulations.

CARTS will not refuse service to riders or require that they be accompanied by attendants unless they engage in violent, seriously disruptive, or illegal conduct, or represents a direct threat to the health or safety of others. This shall not include situations where appearance or involuntary behavior only offends, annoys, or inconveniences employees or other persons.

Passengers must abide by all policies and guidelines that CARTS has in effect.

REPORTING POSSIBLE VIOLATIONS

Any person who believes he or she has been denied benefits or has been excluded from participation in services of any program or activity administered by CARTS, or any of its consultants or contractors, on the basis of race, color, national origin (including LEP), sex, age, disability or genetic information may file a complaint pursuant to Title VI and/or related statutes.

Title VI complaints may be filed with:

- Craven Area Rural Transit System (CARTS)
Director
1106 Clarks Rd.
New Bern, NC 28562
- NCDOT
Public Transit Division
1 S. Wilmington Street
Raleigh, NC 27607
- Federal Transit Administration Office of Civil Rights
East Building, 5th Floor - TCR
1200 New Jersey Ave., SE
Washington, DC 20590
Attention: Title VI Program Coordinator

- The U.S. Department of Transportation
1200 New Jersey Avenue,
SE Washington, DC 20590

Complaints must be filed no later than 180 days after:

- The date of the alleged act of discrimination;
- The date when the person(s) became aware of the alleged discrimination; or
- Where there has been a continuing course of conduct, the date on which the conduct was discontinued.

All Title VI complaints are considered formal. Complaints must be submitted in writing and signed by the complainant. Complaint forms can be obtained by contacting the Director at (252) 636-4917, or by writing to the above-mentioned address. Complaint forms are not required. Any complaint must contain the following information:

- Your name, mailing address and proper contact information
- How, when, where, and why you believe you have been discriminated against. Include pertinent information, such as the location of the incident, witness contact information, etc.
- Other significant information

After a complaint is submitted:

All complaints alleging discrimination in a service or benefit provided by CARTS will be directly addressed by the Director. CARTS shall also provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English. Additionally, CARTS shall make every effort to address all complaints in an expeditious and thorough manner. A letter of acknowledgement of receipt of complaint will be mailed within thirty (30) days.

For any letter notifying that a complaint is not substantiated, the complainant is advised of the legal right to 1) appeal within seven (7) calendar days of receipt of the final written decision, and/or 2) file a complaint externally with the U.S. Department of Transportation and/or the FTA. It is the intention of CARTS to respond to Title VI complaints within 60 working days or sooner of receipt of such complaints.

Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information may result in the administrative closure of the complaint.

ADA/Title VI Feedback Form

Craven Rural Area Transit System (CARTS) is committed to providing you with safe and reliable transportation services and we want your feedback. Please use this form for suggestions, compliments, and complaints. You may contact us by phone at (252) 636-4917, email or U.S. postal mail at the addresses below. Please make sure to provide us with your contact information in order to receive a response.

Director/ADA Coordinator, 1106 Clarks Rd, New Bern, NC 25862.

Email: carts@cravencountync.gov

SECTION I: TYPE OF COMMENT (Choose One)*				
Compliment ___	Suggestion ___	Complaint ___	Other: _____	
SECTION II: CONTACT INFORMATION				
Salutation [Mr./Mrs./Ms., etc.]:				
Name:				
Rider ID (if applicable):				
Street Address:				
City, State, Zip code:				
Phone:			Email:	
Accessible Format Requirements:	Large Print ___	TDD/Relay ___	Audio Recording ___	Other _____
SECTION III: COMMENT DETAILS				
Transit Service (Choose One) [as applicable] [Bus/Subway/Paratransit]*				
Date of Occurrence:			Time of Occurrence:	
Name/ID of Employee(s) or Others Involved:				
Vehicle ID/Route Name or Number:				
Direction of Travel:				
Location of Incident:				
Mobility Aid Used (if any):				
If above information is unknown, please provide other descriptive information to help identify the employee:				
Description of Incident or Message (Please attach additional pages if necessary):				
SECTION IV: FOLLOW UP				
May we contact you if we need more details or information?			Yes	No
What is the best way to reach you? (Choose One)*		Phone	Email	Mail
If a phone call is preferred, what is the best day and time to reach you?				
SECTION V: DESIRED RESPONSE (Choose One)*				
<ul style="list-style-type: none"> - Email response - Telephone response - Response by U.S. Postal Mail 				



Craven Area Rural Transit System



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Email: carts@cravencountync.gov

PROCUREMENT POLICY

Adopted February 16, 2026

INTRODUCTION

The purchasing and contracting policies of the Craven Area Rural Transit System (CARTS) are not based upon a single statutory reference but rather are adopted to form compliance with a variety of statutory and policy provisions found in Federal and State laws and regulations and standing Orders and Resolutions of the Craven County Local Government/Craven County Board of Commissioners. These policies have been drafted to conform to the requirements in *49 CFR 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*; *OMB A-102, Grants and Cooperative Agreements with State and Local Governments*; *OMB A-87, Cost Principles for State, Local, and Indian Tribal Governments*; *Federal Transit Administration (FTA) Circular 4220.1G, Third Party Contracting Requirements*; and *North Carolina General Statutes which include N.C.G.S. 143-129*.

The policies contained herein are intended to establish a baseline for compliance with Federal and State law and Craven County Local Government policy. It is the responsibility of the CARTS Director and Craven County Management to determine the disposition of any issue not specifically addressed herein or otherwise prescribed in law or regulation.

Craven County Local Government/Craven Area Rural Transit System is committed to maintaining high standards of performance based upon fair, ethical and professional business practices and welcomes recommendations for improvements to conformance, quality, and efficiency standards. Any such recommendations should be submitted in writing to Craven County Local Government/Craven Area Rural Transit System.

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1 Responsibility and Authority

The Craven County Board of Commissioners Chairperson has the authority for the Craven County Local Government/Craven Area Rural Transit System to enter into grant agreements with the North Carolina Department of Transportation (NCDOT) and to purchase property and services and to enter into third-party contracts on behalf Craven Area Rural Transit System. Grant applications submitted to NCDOT must include an authorizing resolution adopted by the Craven County Board of Commissioners and identify the position title of the authorized official. The authorized official may not delegate his/her authority to sign grant applications/ agreements but may delegate other authorities, as he/she deems necessary. Any authorities delegated by the authorized official in regards to approval of grant reimbursement requests, grant budget revision/amendment requests, or grant project period of performance extension requests must be submitted in writing to NCDOT. Any authorities delegated by the authorized official, as applicable, are indicated in the following subsection(s). Responsibility for the preparation of internal policies and procedures consistent with the provision of this manual, remains with the Craven County Local Government/Craven Area Rural Transit System Director.

[Next para 1.1 thru 1.4 are optional, depends on local policy].

1.1 DELEGATION TO THE CARTS DIRECTOR.

The CARTS Director has been delegated authority from the Craven County Board of Commissioners to purchase property and services and to enter into third-party contracts on behalf of Craven Area Rural Transit System.

1.2 DELEGATION TO THE CARTS DIRECTOR.

The CARTS Director has been delegated authority from the Craven County Board of Commissioners Chairperson to approve and submit requests for reimbursement, budget revisions/amendments, and period of performance extensions to the North Carolina Department of Transportation on behalf of Craven County Local Government/Craven Area Rural Transit System.

1.3 EXCEPTIONS TO DELEGATED AUTHORITIES.

Delegated authority is subject to the condition that certain of these transactions be submitted to the Craven County Board of Commissioners for review and approval. Transactions that require prior Board approval are as follows:

1.3.1 Any transaction which exceeds \$2,500.00;

1.3.2 Any transaction which exceeds \$2,500.00 and is awarded without the taking of competitive bids (sole source). This condition does not apply to sole brand acquisitions, which are acquired under competitive procedures, nor to contracts pursuant to a planned purchasing program or master agreement previously reviewed and approved by the Craven County Board of Commissioners.

2 Fundamental Policy

2.1 Written Procurement Procedures.

Written procurement procedures are a requirement of 49 CFR 18 and FTA C 4220.1G. These procedures have been written to reflect applicable Federal, State and local laws and regulations and the requirements and standards identified in FTA C 4220.1G. NCDOT requires its grantees to

use FTA procurement standards for purchases funded with Federal and/or State funds. When using Federal and State funds, the more restrictive requirements will be used, whether they are Federal, State, or local. When using State funds only, the Federal certifications and mandatory Federal contract clauses are not required. After adoption by the Board, these procedures will be reviewed annually by CARTS Director and updated as required.

A procurement checklist will be included in the file for all purchases over the micro purchase threshold defined within this document. The procurement checklist shall include no less than steps required for each purchase level threshold over a micro purchase. The procurement checklist is maintained as a separate document from this Procurement Policy.

2.2 Responsibility for Settlement of Contract Issues/Disputes.

Craven County Local Government/Craven Area Rural Transit System alone, without recourse to the Federal-/State- funding agency, will be responsible in accordance with good administrative practice and sound business judgment for the settlement of all contractual and administrative issues arising out of its procurements. These issues include, but are not limited to, source evaluation, protests of awards, disputes, and claims or other matters of a contractual nature. The Federal/State government will not substitute its judgment for that of this Agency, unless the matter is primarily a Federal/State concern. Violations of the law will be referred to the local, State, or Federal authority having proper jurisdiction.

2.3 Written Protest Procedures.

The Agency shall have written protest procedures to handle and resolve disputes relating to its procurements and shall in all instances disclose information regarding protests to the appropriate State-funding agency (i.e., NCDOT/FTA). All protest decisions must be in writing. A protester must exhaust all administrative remedies with the Agency before pursuing a protest with the State and/or Federal government.

Reviews of protests by the State-funding agency will be limited to:

- (1) The Agency's failure to have or follow its protest procedures, or its failure to review a complaint or protest;
- (2) Violations of Federal/State law or regulation.

An appeal to the State must be received by the State-funding agency within three (3) working days of the date the protester learned or should have learned of an adverse decision by the grantee or other basis of appeal to the State. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA. FTA (as provided in the Common Grant Rule for governmental recipients; see FTA Circular 4220.1G, chapter VII) will limit its review of third party contract protests as follows:

(a) The Recipient's Procedural Failures. FTA will consider a protest if the recipient:

- 1 Does not have protests procedures, or
- 2 Has not complied with its protest procedures, or

3 Has not reviewed the protest when presented an opportunity to do so.

- (b) Violations of Federal law or Regulations. FTA will not consider every appeal filed by a protestor of an FTA recipient's protest decision merely because a Federal law or regulation may be involved. Instead, FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.
- (c) Violations of State or Local Law or Regulations. FTA will refer violations of State or local law to the State or local authority having proper jurisdiction.

Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities. The Agency will abide by the following procedures.

- 2.3.1** Authority. Craven County Local Government/Craven Area Rural Transit System has final authority to resolve protests, disputes, and complaints arising from the solicitation, award, or performance of a contract. In all instances where a legal representative of the bidder, vendor, or contractor has initiated correspondence or formal action, the Chairman of the Board shall contact State-awarding agency (i.e., NCDOT or other agency, as applicable) prior to taking any action. Solicitation documents must contain provisions for the resolution of protests and disputes.
- 2.3.2** Protest of Requirements Prior to Award. The solicitation document shall provide potential bidders with the opportunity to take exception to specifications and/or requirements. Protests of requirements received after the time identified in the solicitation document shall be considered untimely and shall be rejected.
- 2.3.3** Protest of Award. If, prior to award of contract, a protest is received in writing and filed on the grounds that the award is not in conformance with the provisions of the solicitation document, the contract or award shall not be awarded until the protest has been withdrawn or a decision has been reached by the Agency. Complaints lodged by a bidder prior to award may be resolved informally. However, in the event that the matter is not resolved, bidders shall be advised of the timeframe for submitting a full and complete formal statement of the grounds for the protest within the timeframes specified in the solicitation document.
- 2.3.4** Decisions. The Chairman of the Board shall review the merits and timeliness of the protest and ensure that a decision in writing is submitted within a reasonable period of time following receipt of the protest. The Agency shall issue a decision in writing or otherwise furnish to the bidder the decision in such a manner as to ensure receipt. The decision of the Agency is final.
- 2.3.5** Disputes Subsequent to Award. Disputes subsequent to award may include, but not be limited to, contention over terms, pricing, payment, scope and/or deliverables. A dispute resolution and escalation clause, describing resolution procedures and the appropriate parties to which the matter may be escalated, shall be included in solicitation documents

and contracts, as applicable. The following are sample clauses for inclusion in solicitation documents and contracts:

- Disputes. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Chairperson of the Craven County Board of Commissioners, Craven Area Rural Transit System Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Agency. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Agency shall be binding upon the Contractor and the Contractor shall abide by the decision.
- Performance During Dispute. Unless otherwise directed by the Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

2.4 Standards of Conduct.

The Agency shall maintain a written code of standards of conduct (or conflict of interest policy) governing the performance of their employees engaged in the award and administration of contracts. All employees, officers, and board members will review this policy annually and the agency will document the review thereof. These standards will be relayed to all members in writing and the agency will obtain each member's signature to acknowledge his/her review, understanding, and acceptance of the policy. See Exhibit 1 for conflict of interest policy.

2.5 Competition.

- 2.5.1 All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- 2.5.2 Unreasonable requirements will not be placed on firms in order for them to qualify to do business.
- 2.5.3 The Agency will be alert to organizational conflicts of interest. An organizational conflict of interest means that because of other activities, relationships, or contracts, a contractor is unable or potentially unable, to render impartial assistance or advice to the grantee; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage.
- 2.5.4 The Agency will be alert to noncompetitive practices, such as noncompetitive pricing practices, among contractors that may restrict or eliminate competition.
- 2.5.5 Unnecessary experience and excessive bonding requirements will not be placed on firms.
- 2.5.6 Contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals or those on retainer contracts will be excluded from competing for such procurements.
- 2.5.7 Except in cases where a product of a specified brand name is the only product that can properly meet the needs of a requester, the drafting or application of specifications or bid

requirements that directly or indirectly limit the bidding to a single brand is prohibited. A “brand name or equal” is a competitive process that allows bidders to propose equivalent items. The Agency will not specify only a “brand name” product instead of allowing “an equal” product to be offered without listing its salient characteristics. Refer to FTA C 4220.1G, 8a (6) for examples of possible ways to list salient characteristics when using a “brand name or equal” specification.

2.5.8 The agency shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application presents an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

2.5.9 All lists of pre-qualified persons, firms, or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum full and open competition. Also, the Agency will not preclude potential bidders from qualifying during the solicitation period, which is from the issuance of the solicitation to its closing date. Additionally, to the maximum extent possible, every effort shall be made to use Disadvantaged Business Enterprises and Minority-/Women-Owned Businesses in acquiring goods and services.

2.5.10 Revenue contracts will be awarded utilizing competitive selection procedures and principles. Revenue contracts are those third party contracts whose primary purpose is to either generate revenues in connection with a transit related activity, or to create business opportunities utilizing an asset funded with public transportation funds. The Agency will be responsible for determining what level of competition is appropriate for a particular contract. A competitive selection process would normally only be needed where there are several potential competitors for a limited opportunity—a competitive process would be required to allow all interested parties an equal chance.

2.5.11 For all architectural, engineering, design, or related services the Agency must use qualifications-based competitive proposal [Request for Qualifications (RFQ) in accordance with the Brooks Act] procedures. If the estimated fee is less than \$30,000, the state’s mini-Brooks Act may be used. Qualifications-based competitive proposal procedures can only be used for procurement of program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services.

(1) The Agency must follow applicable statutes, N.C.G.S. 143-64.31-34 and FTA requirements set forth in 4220.1G, to retain a qualified registered architect or professional engineer.

- Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

- Good faith effort to use minority-owned firms.
 - Selection shall be based on qualifications and competence.
 - Price is excluded as an evaluation factor; price negotiation will only be conducted once the most qualified offeror has been determined.
 - NCDOT Integrated Mobility Division must review and approve selection (projects funded with public transportation funds).
- (2) Exemption from request for qualifications (RFQ) and formal procedures for securing A&E Services, N.C.G.S. 143-64.32(a).
- If design fee is estimated less than \$30,000, procedures listed at item (1) above may be waived.
 - The exemption must be in writing and granted by the Agency's governing board.
 - A/E firms may be contacted directly.
 - Two or more may be evaluated for qualifications
 - Negotiated contract
 - NCDOT Integrated Mobility Division involvement in selection and negotiation required (projects funded with public transportation funds). The Agency will ensure that:

2.5.12 A review of proposed procurements is accomplished in order to avoid the purchase of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. However, procurements will not be divided in an effort to evade competition.

2.5.13 Available state and local intergovernmental agreements for procurement or use of common goods and services are utilized whenever possible, as applicable. When obtaining goods or services in this manner, all federal requirements, required clauses, and certifications (including Buy America) must be properly followed and included, whether in the master intergovernmental contract or in the grantee's purchase document. The vehicle contracts awarded by IMD for the purchase of transit vehicles already include all federal requirements.

2.5.14 Efforts are made to jointly procure goods and services with other grantees, whenever feasible and practical. When obtaining goods or services in this manner, all federal requirements, required clauses, and certifications must be properly followed and included in the resulting joint solicitation and contract documents.

2.5.15 Piggybacking is defined as an assignment of existing contract rights to purchase supplies and equipment. N.C.G.S. 143-129(g) allows local governments to purchase from a

supplier that has contracted with another governmental agency within the past 12 months. Refer to [FTA Best Practices Procurement & Lessons Learned Manual](#) for additional requirements under FTA standards regarding necessary clauses, instructions and certifications needed in your procurement documentation.

- 2.5.16** In lieu of purchasing new equipment and property, the utilization of Federal/State excess and surplus property will be considered, whenever such use is feasible and reduces project costs.
- 2.5.17** Value engineering clauses are included in contracts for construction projects, as appropriate.
- 2.5.18** Analysis is made of lease versus purchase alternatives and/or any other appropriate analysis to determine the most economical and practical procurement.
- 2.5.19** The type of procurement instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be appropriate for the particular procurement.
- 2.5.20** Prior to utilizing any electronic (E-Commerce) methods for soliciting offers, ordering products, or transferring funds, the Agency must have written procedures and must ensure the requirements for full and open competition are met. E-Commerce activity is best defined as the processing of business transactions over the Web. This includes use of an electronic procurement system (such as the state uses) and a broad range of other options such as ordering supplies over the Internet, using the Internet to publicize requests for bids and accept bids online, and using electronic banking.
- 2.5.21** Contracts are made only with responsible contractors who possess potential ability to perform successfully under terms and conditions of the contract. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Contracts will not be awarded to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities in accordance with the Federal debarment and suspension rule, 49 CFR 29. This now applies to procurements over \$25,000. Grantees are required to comply, and assure the compliance of each third party contractor and sub-recipient at any tier, with the debarment and suspension rule. FTA and NCDOT recommend that grantees use a certification form for projects over \$25,000, which are funded in part with Federal funds. Grantees can obtain a sample certification form from IMD. Grantees must also check a potential contractor's debarment/suspension status at the following Web site: <http://www.sam.gov/index.html#1>.
- 2.5.22** Some form of cost or price analysis is made and documented in the procurement files in connection with every procurement action, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the Agency must make independent estimates before receiving bids or proposals.

- (1) Cost Analysis. A cost analysis must be performed when the offeror is required to submit the elements (i.e., labor hours, overhead, materials, etc.) of the estimated cost, (e.g.,

under professional, consulting, and architectural and engineering services contracts, etc.).

A cost analysis will be necessary when adequate price competition is lacking and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation.

- (2) Price Analysis. A price analysis may be used in all other instances to determine the reasonableness of the proposed contract price.
- (3) Profit. The Agency will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (4) Federal Cost Principles. Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles. This applies to State-funded projects as well.
- (5) Cost Plus Percentage of Cost Prohibited. The cost plus a percentage of cost and percentage of construction cost methods of contracting will not be used.

2.5.23 Records are maintained that detail the history of each procurement. At a minimum, these records must include:

- The rationale for the method of procurement;
- Selection of contract type;
- Reasons for contractor selection or rejection; and
- The basis for the contract price.

The section on Methods of Procurement includes the documentation requirements for each threshold funding level.

2.5.24 Procurement documents and records are retained for at least three (3) years after project completion and are available to Federal and State awarding agencies, on request.

2.5.25 A system for contract administration is maintained to ensure contractor conformance with the terms, conditions and specifications of contracts or purchase orders and to ensure adequate and timely follow-up of all purchases. Consideration will be given to the type

of contract and the specific requirements of each. As a general guide, the following will be monitored and documented:

- (1) Contractor conformance with the contract price.
- (2) Contractor conformance with the delivery and/or completion dates.
- (3) Compliance with the specifications of product or construction requirements.
- (4) Payment of any required security or performance deposits by the contractor.
- (5) Compliance with rules and regulations for contracts of the funding source.
- (6) Document whether contractors have met the terms, conditions and specifications of the contract.

2.5.26 Solicitations for goods and services provide for all of the following:

- (1) Clear and accurate description of the technical requirements of the item/service being procured.
 - Description must not contain features that unduly restrict competition.
 - Description, whenever practicable, will be in the form of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 - Detailed product specifications should be avoided if at all possible.
 - A “brand name or equal” description may be used as a means to define the performance or other salient characteristics of a procurement.
- (2) Requirements that bidders must fulfill and all other factors to be used in evaluating bids or proposals.
- (3) Acceptance of products and services dimensioned in the metric system of measurement, to the extent practicable.
- (4) Preference for products and services that conserve natural resources and protect the environment and are energy efficient.
- (5) Positive efforts are made to utilize Minority-owned Businesses.
 - When only state funds are used, the solicitation must include Minority Business Enterprise (MBE) firms and/or Women Business Enterprise (WBE) firms.
 - MBE and WBE project specific goals may be set for some procurements.

- If the project is funded in part with federal funds, Disadvantaged Business Enterprise (DBE) firms must be solicited.
- Ensure DBEs are used to the fullest extent practicable.
- Make information on forthcoming opportunities available to encourage and facilitate participation by DBEs
- Consider in contract process whether firms competing for larger contracts intend to subcontract with DBEs.
- Encourage contracting with consortiums of DBEs when contract is too large for individual DBE.
- Use services/assistance of such organizations as Small Business Administration, local chamber of commerce, etc., in solicitation and utilization of DBEs.
- Document efforts and actions taken to utilize DBEs.

2.5.27 Time and material type contracts are used only:

- (1) After a determination that no other type of contract is suitable; and
- (2) If the contract specifies a ceiling price that the contractor shall not exceed except at its own risk.

3 Methods of Procurement

The procurement method to use will be determined by the estimated cost of the product/service being procured. The following funding threshold levels are based on Federal, State, and local laws and regulations.

3.1 < \$14,999 (Micro-Purchases)

- May be made without obtaining price quotes
- Local procurement guidelines must be followed
- Equitable distribution among qualified suppliers
- No splitting of procurements to avoid competition
- Davis-Bacon Act applies to construction > \$2,000 (**if funded in part with federal funds**)
- Purchases must be approved by CARTS Director. The approval authority (see Section 1) must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented.
- Minimum documentation required:

- How price was determined to be fair and reasonable (comparison of catalog/online prices, etc.) and which vendor was selected
- Procurement History Form may be used to document
- Vendor does not have to comply with Federal requirements, except if Federal funds are used for construction. The Davis-Bacon Act applies to construction project costs of \$2,000 or more and requirement must be included with solicitation.
- Document approval by authorized person before purchase

3.2 \$15,000 - \$29,999 (Price Quotes)

- IMD must review new/adapted specifications prior to solicitation of new-type rolling stock. This requirement does not apply to the following:
 - Minivans
 - Conversion and Lift Vans
 - Center Aisle Vans and Standard Vans
- Solicit at least 3 bidders (may be telephone quotes)
- If Federal funds are used, applicable Federal requirements must be included in the solicitation
- Purchases must be approved by CARTS Director. The approval authority (see Section 1) must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented.
- IMD requires pre-award approval of the following. Submit Procurement Checklist, Procurement History Form, and all other documentation to IMD prior to purchase/ award of:¹
 - New-type rolling stock. This requirement does not apply to Minivans, Conversion and Lift Vans, Center Aisle Vans and Standard Vans
 - Any “brand name” product or sole source purchase \geq \$2,500
 - Any contract to other than apparent lowest bidder \geq \$2,500.
- Minimum documentation required:
 - Document quotes received (a minimum of 2 quotes must be received)
 - Minority firms must be solicited and documented
 - Document which vendor was selected--if vendor with lowest price is not selected, include basis/reason for selection (delivery date; better warranty/service; etc.)
 - Document approval by authorized person before purchase
 - Procurement History Form may be used to document
 - Complete Procurement Checklist and submit to IMD with reimbursement request²

3.3 \$30,000 - \$89,999 (Informal Bids)

- IMD must review new/adapted specifications prior to solicitation of equipment, supplies, apparatuses or new-type rolling stock. This requirement does not apply to the following:
 - Minivans
 - Conversion and Lift Vans

¹ This applies to all Section 5311 projects and all State funded projects.

² This applies to all Section 5311 projects and all State funded projects.

- Center Aisle Vans and Standard Vans
- Light Transit Vehicles (Cutaway-type Bus)
- IMD must review drawings, designs, and/or description of work required prior to solicitation of construction, renovation, or facility improvement projects.³ **This includes the purchase or construction of bus shelters.**
- Solicit written quotes from at least 3 bidders or suppliers.
- Applicable Federal requirements and certifications must be included with solicitation (if funded in part with Federal funds)
- Purchases must be approved by Board of Directors. The approval authority (see Section 1) must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented.
- IMD requires pre-award approval of the following. Submit Procurement Checklist, Procurement History Form, and all other documentation to IMD prior to purchase/ award of:⁴
 - New-type rolling stock. This requirement does not apply to Minivans, Conversion and Lift Vans, Center Aisle Vans and Standard Vans, and Light Transit Vehicles (Cutaway-type Bus)
 - Any construction project \geq \$30,000.
 - Any “brand name” product or sole source purchase \geq \$2,500
 - Any contract to other than apparent lowest bidder \geq \$2,500.
- Minimum documentation required:
 - Minority-owned Business good faith efforts must be documented. Project specific goals may set for certain projects.
 - Document quotes solicited and quotes received (minimum of 2 quotes must be received)
 - Document which vendor was selected--if vendor with lowest price is not selected, include basis/reason for selection -- (delivery date; better warranty/service; etc.) and justification
 - Procurement History Form may be used to document/track but must maintain written documentation to support that each requirement was met
 - Document approval by authorized person before purchase/ award, including any pre-award approval by IMD
 - Submit Procurement Checklist to IMD with reimbursement request⁵

³ This applies to all Section 5311 projects and **all** State funded projects.

⁴ This applies to all Section 5311 projects and **all** State funded projects.

⁵ This applies to all Section 5311 projects and **all** State funded projects.

3.4 Formal (Sealed) Bids

The formal (sealed) bidding process must be used when:

Funding source is:	& Procurement is for:	Projected & Cost is:
State/Local Funds <u>ONLY</u> :	Equipment, Supplies, or Services	≥ \$ 90,000
	Construction	≥ \$300,000
Federal <u>AND</u> State/Local Funds:	Equipment, Supplies, or Services	≥ \$ 90,000
	Construction	≥ \$100,000

- IMD must review new/adapted specifications prior to solicitation of equipment, supplies, apparatuses and new-type rolling stock.⁶ This requirement does not apply to the following:
 - Minivans
 - Conversion and Lift Vans
 - Center Aisle Vans and Standard Vans
 - Light Transit Vehicles (Cutaway-type Bus)
- IMD must review drawings, designs, and/or description of work required prior to solicitation of construction, renovation, or facility improvement projects.⁷ **This includes the purchase or construction of bus shelters.**
- Contracts for rolling stock procurements greater than \$100,000, other than obtained through IMD, (with CARTS acting as a direct recipient of and utilizing 5307 Urban Formula Funds), will include provisions for compliance with applicable requirements of 49 U.S.C. Section 5323(m) and those provisions of FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR Part 663, that do not conflict with 49 U.S.C. Section 5323(m).
- Publish advertisement (electronic ad may be used) for the bid, at least once, 7 days prior to opening
- All bids must be sealed and opened at stated time & place
- At least 3 suppliers/contractors must be solicited (in addition to ad, at least 3 must be notified)

⁶ This applies to all Section 5311 projects and **all** State funded projects.

⁷ This applies to all Section 5311 projects and **all** State funded projects.

- Applicable Federal requirements and certifications must be included with solicitation (if funded in part with Federal funds)
- Additional requirements for construction procurements:
 - Minimum of 3 sealed bids must be received. If less than 3 bids are received, agency must advertise for bids again; and if as a result of such second advertisement, less than 3 competitive bids are received from reputable and qualified contractors, the agency may let contract to the lowest responsible bidder. (If only one bid is received, the procurement must be treated as ‘sole source’, requiring adherence to all the requirements thereof).
 - Bid guarantee bond (5% of bid price)
 - Performance and payment bonds (100% of contract price)
 - MBE/WBE/DBE participation (project specific goal assigned).
 - Required steps must be taken to satisfy MBE requirements in accordance with (G.S. 143-128.2(f)).
- Document advertisement for bids and document the number of bids solicited and number of bids received by completing Procurement History Form and Procurement Checklist for Formal Bids.
- Purchases must be approved by the Board of Directors. The approval authority (see Section 1) must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented.
- IMD requires pre-award approval for ALL formal bid items. Submit Procurement Checklist, Procurement History Form, and all other documentation to IMD prior to the purchase/ award of contract.⁸
 - Award shall be made to the lowest responsive and responsible bidder(s). If recommendation is other than low bid, justification must be submitted along with above checklist and related documentation
 - IMD must also pre-approve any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of \$90,000⁹
- Any or all bids may be rejected if there is a sound documented business reason
- Contract award will be made in writing to the lowest responsive and responsible bidder
 - If a grantee announces contract awards with respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more (**in federal funds**), the grantee shall::
 - Specify the amount of Federal funds that will be used to finance the acquisition; and
 - Express the said amount as a percentage of the total costs of the planned acquisition.

⁸ This applies to all Section 5311 projects and **all** State funded projects.

⁹ This applies to all Section 5311 projects and **all** State funded projects.

- Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made based on price and price factors alone. Pre-bid conferences with prospective bidders may be useful before bids have been received.
- Bid responsiveness involves the question of whether the bid, as submitted, represents an unequivocal offer to do exactly what the Agency has specified, so that acceptance of the bid will bind the contractor to meet the Agency's requirements in all material aspects. Any and all bids judged to be non-responsive must be rejected. Examples of bids typically considered non-responsive include:
 - The bid fails to conform to material requirements;
 - The bid does not conform to applicable specifications (unless the invitation allowed alternates);
 - The bid fails to conform to delivery schedule or permissible alternates;
 - The bid imposes conditions that would modify the requirements of the invitation or limit the bidder's liability to the entity;
 - There is a condition of the bid which affects the substance of the bid (i.e., affects price, quantity, quality, or delivery of the items offered) or works an injustice on other bidders;
 - The bid contains prices for line items that are materially unbalanced, i.e., figures in the bid conflict with the total bid price;
 - date;
 - The bidder fails to furnish a bid guaranty in accordance with the requirements of the invitation; or
 - Failure to submit Buy America Certification (if required) or Transit Vehicle Manufacturer Certification with all rolling stock procurements.
 - When there are lower bids than the bid being accepted for award, the award decision document must give the reasons for rejecting the lower bids. When there are equal low bids, the documentation must describe how the tie was broken.
- When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs will be considered in determining which bid is lowest
- Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken
- Minimum documentation required:
 - Written documentation to support that each requirement was met
 - Minority-owned Business good faith efforts must be recorded
 - Solicit minority participation in contracts for the erection, construction, alteration or repair of any building
 - A project specific goal for minority-owned businesses may be assigned
 - Documented efforts must be reported to State Construction
 - Document approval from IMD (if applicable)
 - Document approval by authorized person before purchase/award

3.5 Competitive Proposal/Request for Proposal (RFP)

The competitive proposal/request for proposal method of procurement is normally conducted with more than one source submitting an offer, i.e., proposal. Either a fixed price or cost reimbursement

type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. Note that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed in sections 3.5.1 and 3.5.2 below.

A request for proposals (RFP) typically includes all of the elements of an invitation for bids (IFB). The required feature that principally distinguishes the RFP from an IFB is the listing of evaluation factors. These evaluation factors typically include:

- Responsibility factors such as financial, human, and physical capacity to perform; and
- Technical factors such as the degree to which the proposer is expected (based on information submitted and available) to achieve the performance objectives, to provide the quality expected, and on the relative qualifications of the proposer's personnel.

Many RFPs go beyond listing these factors in order of importance, and also describe the evaluation process in detail—listing weights for each factor, illustrating the scoring method, and specifying the procedure for weighing price into the selection.

The purposes for disclosing of the evaluation process are so that:

- Offerors can more accurately respond to your needs rather than solely rely on the technical specifications alone;
- Proposers will be able to clearly present the information you need to conduct your evaluation; and
- The appearance of favoritism or unethical practice in offeror selection will be diminished.

The competitive proposal process involves a subjective evaluation process and discussions that are typically confidential. RFPs are typically publicized in newspapers and/or trade journals, and are issued to qualified mailing lists maintained in a manner similar to IFB lists.

3.5.1 Competitive Proposal/Request for Proposal (RFP) Method **may not** be used in lieu of an IFB for:

- Construction/repair work; or
- Purchase of apparatus, supplies, materials or equipment. (See 3.5.2 regarding information technology goods as services)

Exception: A regional public transportation authority (RPTA), as defined in NCGS 160A, Article 26, or a regional transportation authority (RTA), as defined in NCGS 160A, Article 27, may use the competitive proposal method for the acquisition/purchase or lease of any apparatus, supplies, material, or equipment. **Note—this only applies to RPTAs and RTAs created and governed by Article 26 or 27 of G.S. 160A. Furthermore, RPTAs and RTAs are not required to use the RFP method and should consider other available/allowable procurement methods and choose the most appropriate method.**

If **RPTAs** or **RTAs** (governed by Article 26 or 27 of G.S. 160A) use this procurement method, the following minimum requirements [G.S. 143-129(h)] apply:

- This method of procurement is generally used when conditions are not appropriate for the use of sealed bids;
- Procurement is normally conducted with more than one source submitting an offer or proposal;
- Either a fixed price or cost reimbursement type contract is awarded;
- Requests for proposals shall be publicized;
- All evaluation factors shall be identified along with their relative importance;
- Proposals shall be solicited from an adequate number of qualified sources;
- RPTAs shall have a method in place for conducting technical evaluations of proposals received and selecting awardees, with the goal of promoting fairness and competition without requiring strict adherence to specifications or price in determining the most advantageous proposal;
- The award may be based upon initial proposals without further discussion or negotiation or, in the discretion of the evaluators, discussions or negotiations may be conducted either with all offerors or with those offerors determined to be within the competitive range, and one or more revised proposals or a best and final offer may be requested of all remaining offerors. The details and deficiencies of an offeror's proposal **may not** be disclosed to other offerors during any period of negotiation or discussion;
- The award shall be made to the responsible firm whose proposal is most advantageous to the RPTA's program with price and other factors considered;
- The award must be approved by Board of Directors. The approval authority (see Section 1) must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented; and
- The contents of the proposals shall not be public records until 14 days before the award of the contract.

Special Note: Prior to the issuance of the requests for proposals, the RPTA board/governing body (at a regularly scheduled meeting by formal motion) shall make findings of fact that the competitive proposal (RFP) method of procuring the particular apparatus, supplies, materials, or equipment is the most appropriate acquisition method. Additionally, **before approving the contract**, the board/governing body shall by formal motion certify that the requirements of G.S. 143-129(h) have been followed.

3.5.2 Competitive Proposal/Request for Proposal (RFP) Method of solicitation may be used (in addition to or instead of any other procedure available under North Carolina law) for the procurement of **information technology goods and services** [as defined in N.C.G.S. 147-33.81(2)]. This applies to electronic data processing goods and services, telecommunications goods and services, security goods and services, microprocessors, software, information processing, office systems, any services related to the foregoing, and consulting or other services for design or redesign of information technology supporting business processes. The following minimum requirements [G.S. 143-129.8] apply:

- Notice of the request for proposals shall be given in accordance with G.S. 143-129(b).
- Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals.
- The awarding authority may use procurement methods set forth in G.S. 143-135.9 in developing and evaluating requests for proposals.
- The awarding authority may negotiate with any proposer in order to obtain a final contract that best meets the needs of the awarding authority.
- Any negotiations shall not alter the contract beyond the scope of the original request for proposals in a manner that:
 - Deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and
 - Would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals.
- Proposals submitted shall not be subject to public inspection until a contract is awarded.
- The award must be approved by the Board of Directors. The approval authority (see Section 1) must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented.

3.5.3 Competitive Proposal/Request for Proposal (RFP) Method, in accordance with FTA C 4220.1G, under the guidelines of *FTA Best Practices Procurement Manual*, should be used for procurements of **professional services**, such as consultants for planning activities and for transit system operations/management. **Note that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed in sections 3.5.1 and 3.5.2. For all architectural, engineering, design, or related services, the qualifications-based competitive proposal process must be used—see 3.6 below.**

When the RFP method is used for procurement of **professional services**, the following minimum requirements apply:

- Normally conducted with more than one source submitting an offer (proposal);
- Either fixed price or cost reimbursement type contract will be used;
- Generally used when conditions are not appropriate for use of sealed bids;
- Requests for proposals will be publicized;
- All evaluation factors will be identified along with their relative importance;
- Proposals will be solicited from an adequate number (3 is recommended) of qualified sources;
- A standard method must be in place for conducting technical evaluations of the proposals received and for selecting awardees;
- Awards will be made to the responsible firm whose proposal is most advantageous to the grantee's program with price and other factors considered;
- In determining which proposal is most advantageous, grantees may award to the proposer whose proposal offers the greatest business value (best value) to the agency. "Best value" is based on determination of which proposal offers the best tradeoff between price and performance, where quality is considered an integral performance factor;
- Awards must be approved by the Board of Directors. The approval authority (see Section 1) must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented.

3.6 Procurement of Architectural and Engineering Services (A&E)

For all architectural, engineering, design, or related services the Agency must use qualifications-based competitive proposal [Request for Qualifications (RFQ) in accordance with the Brooks Act] procedures unless the fee is expected to be less than \$30,000.

3.6.1 The Agency shall follow applicable statutes, N.C.G.S. 143-64.31-34 and FTA requirements set forth in 4220.1G, to retain a qualified, registered architect or professional engineer.

Qualifications-based competitive proposal procedures require that:

- An offeror's qualifications be evaluated;
- Good faith effort to use minority-owned businesses;
- Price be excluded as an evaluation factor;
- Negotiations be conducted with only the most qualified offeror; and

- Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the grantee.
- Geographic location may be a selection criterion in procurements for A&E services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- NCDOT Integrated Mobility Division (IMD) must review and approve selection (projects funded with public transportation funds).¹⁰
- Qualifications-based competitive proposal procedures can only be used for procurement of the following services:
 - Program management
 - Construction management
 - Feasibility studies
 - Preliminary engineering, design, architectural, engineering, surveying, mapping, and related services
- If Federal funds are used, applicable Federal requirements and certifications must be included in the solicitation
- Awards must be approved by Board of Directors. The approval authority (see Section 1) must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented.
- Written documentation must be maintained to support each step of the procurement process

3.6.2 Exemption from RFQ and formal procedures for securing A & E Services, N.C.G.S. 143-64.32.

- If design fee is estimated to be less than \$30,000, the procedures listed above may be waived.
- Exemption must be granted by the Agency's governing board.
- A/E firms may be contacted directly.
 - One or more may be evaluated for qualifications
 - Negotiated contract
- NCDOT Integrated Mobility Division involvement in selection and negotiation required (projects funded with public transportation funds).¹¹

¹⁰ This applies to all Section 5311 projects and all State funded projects.

¹¹ This applies to all Section 5311 projects and all State funded projects.

- Written documentation must be maintained to support each step of the selection process.

3.7 Procurement of Design-Bid-Build.

3.7.1 Design-Bid-Build Method of construction is where there are separate contracts and procurement processes for the design and construction. Typically the designer coordinates the numerous prime contractors that are involved in the construction process.

- The selected designer prepares plans, specifications and bid documents in accordance with state requirements.
- The owner lets the construction bid with the assistance of the designer. Depending on the estimated cost, this may be formally bid or informally bid.
 - Separate or prime bids may be requested if formally bid.
- Award to the lowest, responsive, responsible bidder or bidders.
- Designer has oversight responsibilities throughout construction.

3.8 Procurement of Design-Build.

3.8.1 Design-Build Method of construction is where a single contractor is given responsibility for both design and construction, thus eliminating an intermediate procurement step with possible time saving, and more effective coordination and opportunities for cost savings.

3.8.2 Currently, this procurement method is **not an allowable method** of procurement by the State of North Carolina.

3.8.3 It **may be requested** as an “alternate” method. Submission of **justification must be presented** to the State Building Commission for a 2/3 majority vote of approval.

3.8.4 One of the drawbacks of design-build is that the owner does not have an independent source (the A/E in traditional construction) overseeing design implementation and verifying conformance with the drawings and specifications.

3.9 Procurement by Noncompetitive Proposal (Sole Source)

The noncompetitive proposal method is defined as:

- Solicitation of a proposal from only one source; or
- After solicitation of a number of sources, competition is determined inadequate; or
- A contract change outside the scope of original contract is also considered a sole source procurement.

Procurement by noncompetitive proposal may be used under the following circumstances:

- If the award of a contract is infeasible under competitive procedures;
- Item is only available from a single source;
- Emergency situation will not permit a delay in the purchase of item;

- Solicitation provides only one bid, and competition is determined to be inadequate;
- Item is an associated capital maintenance item and is purchased directly from original manufacturer:
 - The manufacture or supplier is the only source for item
 - The price is no higher than usual price paid
- A cost analysis is required
- Establish a fair and reasonable profit margin
- If federal funds are used, applicable Federal requirements and certifications must be submitted to the vendor
- Sole source requires local governing board approval
- IMD must pre-approve all sole source procurements \geq \$2,500¹²
- Written documentation must be maintained to support each step of the procurement process

3.10 Contract Options

Options may be included in contracts. An option is a unilateral right in a contract by which, for a specified time, the purchaser may elect to purchase additional equipment, supplies, or services called for by the contract, or may elect to extend the term of the contract. If the choice is made to include options, the following requirements apply:

3.10.1 Evaluation of Options – option quantities or periods contained in the contractor's bid or offer must be evaluated in order to determine contract award. When options have not been evaluated as part of the award, the exercise of such options will be considered a sole source procurement.

3.10.2 Exercise of Options – the Agency must ensure that the exercise of an option is in accordance with the terms and conditions of the option stated in the initial contract awarded. An option may not be exercised unless it is determined that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised.

4 Contract Provisions

All contracts shall include provisions to define a sound and complete agreement.

In addition, contracts and subcontracts shall contain contractual provisions or conditions that allow for the following:

¹² This applies to all Section 5311 projects and all State funded projects.

4.1 Administrative, contractual, or legal remedies

In instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate. (All contracts in excess of \$2,500.)

4.2 Termination for cause and for convenience

By the grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$15,000.)

4.3 Statutory and Regulatory Requirements.

A current but not all-inclusive and comprehensive list of statutory and regulatory requirements applicable to grantee procurements (such as Davis-Bacon Act, Disadvantaged Business Enterprise, Clean Air, and Buy America) is contained in the FTA Master Agreement (available on the FTA Web site). The Agency is responsible for evaluating these requirements for relevance and applicability to each procurement. For example, procurements involving the purchase of iron, steel and manufactured goods will be subject to the “Buy America” requirements in 49 C.F.R. Part 661, which involve the purchase of more than \$100,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project.. Further guidance concerning these requirements and suggested wording for contract clauses may be found in FTA's Best Practices Procurement Manual. Matrices of Federal clauses required in all contracts funded in part with FTA funds can be found in Exhibit 7.2 of this document and are also located at www.fta.dot.gov/FY2005TriReview/clauses.htm.

4.3.1 Applicability of third-party contract clauses based on type of procurement can be located at www.fta.dot.gov/FY2005TriReview/applicable.htm.

4.3.2 Required certifications, reports, and forms can be located at www.fta.dot.gov/FY2005TriReview/certifs.htm.

4.3.3 IMD maintains and updates the Federal requirements and clauses on an annual basis for various types of procurements, which are available upon request.

4.4 Payment Provisions in Third-Party Contracts.

4.4.1 Advance Payments.

FTA does not authorize and will not participate in funding payments to a contractor prior to the incurrance of costs by the contractor unless prior written concurrence is obtained from FTA. There is no prohibition on a grant recipient's use of local match funds for advance payments. However, advance payments made with local funds before a grant has been awarded, or before the issuance of a letter of no prejudice or other pre-award authority, are ineligible for reimbursement.

4.4.2 Progress Payments.

Grantees may use progress payments provided the following requirements are followed:

- (1) Progress payments are only made to the contractor for costs incurred in the performance of the contract.

- (2) The grantee must obtain adequate security for progress payments. Adequate security may include taking title, letter of credit or equivalent means to protect the grantee's interest in the progress payment.

4.5 Liquidated Damages Provisions.

A grantee may use liquidated damages if it may reasonably expect to suffer damages and the extent or amount of such damages would be difficult or impossible to determine.

The assessment for damages shall be at a specific rate per day for each day of overrun in contract time; and the rate must be specified in the third party contract. Any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise.

4.6 Contract Term Limitation.

Recipients of Federal and State public transportation funds are not allowed to enter into any contract for rolling stock or replacement parts with a period of performance exceeding five (5) years inclusive of options. All other types of contracts (supply, service, leases of real property, revenue and construction, etc.) should be based on sound business judgment. The establishment of contract terms and the extension of contract terms will be based on the minimum time necessary to accomplish the purpose of the contract. Additional factors to be considered include competition, pricing, fairness and public perception. Once a contract has been awarded, an extension of the contract term length that amounts to an out of scope change will require a sole source justification.

4.7 Tag-ons.

“Tag-ons” is a term describing the adding on to the contracted quantities (base and option) as originally advertised, competed, and awarded, whether for the use of the buyer or for others and then treating the add-on portion as though it met the requirements of competition. Tag-ons are **not permitted**.

4.8 Piggybacking.

Piggybacking is defined as an assignment of existing contract rights to purchase supplies and equipment. Any contract for the procurement of multiple units, in which the number of units might vary per the contract, there must be a minimum number of units (more than a nominal quantity) to be ordered, as well as a maximum number of units listed within the contract. The quantities in the contract must be justifiable, and must represent reasonably foreseeable needs. However, in the event there is an inadvertently acquired contract in excess of needs, the purchase rights may be assigned to other recipients if the original contract contains an assignability provision that permits the assignment under the terms originally advertised, competed, evaluated and awarded. The recipient using assigned contract rights is responsible for ensuring compliance with FTA regulations. As an alternative to assigned contract rights, it is encouraged to consider, instead, joint procurements or intergovernmental procurements.

Note: N.C.G.S. 143-129(g) allows local governments to purchase from a supplier that has contracted with another governmental agency within the past 12 months. Refer to FTA Best Practices Procurement & Lessons Learned Manual ([Link](#)) for additional requirements under FTA standards regarding necessary clauses, instructions and certifications needed in your procurement documentation.

5 NCDOT Integrated Mobility Division Oversight Policy

As the State's designated agency for administering and disbursing Federal and State public transportation funds, IMD must ensure that its grantees comply with Federal and State

procurement requirements. IMD notifies its grantees of Federal and State regulatory and statutory requirements, standards, policies, and procedures. Grant agreements between NCDOT and its grantees outline these basic requirements. Additionally, IMD provides technical assistance, written guidance and other resources to assist grantees in developing local procedures to comply with these requirements.

5.1 Grantee Self-Certification.

5.1.1 Direct recipients of FTA funding assistance must “self-certify” their compliance with Federal procurement requirements as part of the Annual Certification/Assurance Process. FTA monitors compliance with FTA C 4220.1G as part of its routine oversight responsibilities.

5.1.2 Community Transportation Program (Federal Section 5311) applicants (sub-recipients of FTA funds), in the annual certification and assurances, must certify that their procurements and procurement systems will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA C 4220.1G, and other implementing requirements FTA may issue.

5.2 IMD Oversight.

Although FTA monitors compliance of direct recipients of FTA funding assistance, IMD has oversight responsibilities for Federal Section 5311 sub-recipients, regardless of whether the sub-recipient is also a direct recipient of FTA funding. Additionally, IMD must monitor grantees’ compliance for all projects funded with State funds only. The requirements for IMD review and pre-award approval identified throughout this publication apply to all Federal Section 5311 projects and to all projects funded with State funds only, regardless of whether the grantee is also a direct recipient of FTA funding.

5.2.1 Review of Third-Party Contracts

In accordance with the grant agreement with NCDOT, unless otherwise authorized in writing by the Department, the grantee is prohibited from obligating itself in any manner with any third party with respect to its rights and responsibilities under the grant agreement without prior written concurrence of the Department. The grantee may not assign any portion of the work to be performed under the grant agreement without prior written concurrence of the Department. IMD requires its grantees to obtain approval from IMD prior to entering into contracts with third party contractors for the operation, administration, or management of a local public transportation program funded by IMD and prior to entering into lease agreements for the lease of public transportation funded assets. IMD will review other third party contracts at the request of the grantee and the grantee must make their procurement documents available for FTA and/or NCDOT review and require the same of their third-party contractors.

5.2.2 Review and Pre-award Approval¹³

As part of its oversight responsibilities, IMD has established the following requirements:

- (1) IMD must review new/adapted specifications prior to solicitation of equipment, supplies, apparatuses or new-type rolling stock. This requirement does not apply to the following:

¹³ This applies to all Section 5311 projects and **all** State funded projects.

- Equipment, supplies, or apparatuses < \$30,000
 - Minivans
 - Conversion and Lift Vans
 - Center Aisle Vans and Standard Vans
 - Light Transit Vehicles (Cutaway-type Bus)
- (2) IMD must review drawings, designs, and/or description of work required prior to solicitation of construction, renovation, facility improvement projects, or bus shelters.
- (3) IMD requires pre-award approval of the following:
- All new-type rolling stock (see exceptions above).
 - All construction projects \geq \$. \$30,000
 - Any “brand name” product or sole source purchase \geq \$ \$2,500.
 - Any contract to other than apparent lowest bidder \geq \$ \$2,500.
 - Any procurement \geq \$90,000 (formal bids).
 - Any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of \$90,000.

5.2.3 Procurement System Reviews

IMD will review grantees’ compliance with Federal and State requirements during its Triennial Financial Management Review process and may recommend “best practices” in order to assist grantees in improving their procurement practices. Deficiencies will be documented, corrective actions will be monitored, and technical assistance will be provided to assist grantees in becoming compliant with all Federal and State requirements. Additionally, IMD provides procurement training and technical assistance at public transportation conferences, workshops, and during site visits.

5.2.4 Remedies for Noncompliance

Failure to comply with Federal/State procurement requirements, whether stated in a Federal/State statute or regulation, an assurance, in a State plan, or elsewhere, may result in IMD (or other State-funding agency) taking one or more of the following actions:

- Temporarily withhold payments pending correction of the deficiency;
- Disallow all or part of the cost of the activity not in compliance;
- Wholly or partly suspend or terminate the current award;
- Withhold further awards for the program; or
- Take other remedies that may be legally available.

6 The Purchasing Process

The purchasing process is designed to provide a proper system of internal control over purchasing, to ensure that the proper authorizations are obtained before items are purchased, and to ensure that statutory requirements for purchasing are followed. A number of forms are generated as part of the purchasing process to document the validity of the purchases. This process and the documents used by this Agency are described in this section.

6.1 Purchase-Order System.

The basic document in the purchasing system is the purchase order. A purchase order should be issued for materials or supplies purchased by the unit costing **\$1000.00 or more**. No invoice may

be honored for commodities unless it is supported by a properly signed purchase order. The purchase order should be pre-numbered for control purposes and should include complete specifications or reference to specifications, as well as shipping and invoicing instructions. Copies of the approved purchase orders should be transmitted to and filed by various sections in the agency for future use/reference.

- Preparation of the requisition is the first step in the purchase order process. A requisition (request for a purchase order) should be prepared by the department head or the designated representative requiring purchased commodities and then forwarded to the Finance Officer. The requisition should show the quantity and type of commodities needed, the purpose for which they are to be used, and the date required. Two copies are prepared; the original goes to the vendor and the duplicate remains in the department that requisitioned the commodity.
- On receipt of the requisition from the department, the CARTS Director/ Finance Officer notes the commodities needed. He/she then solicits quotes from various vendors, following the price quote, informal written quotes or formal bidding procedures as necessary.
- If the commodity is financed with FTA funds passes through from NCDOT, the required federal clauses must be attached to the purchase order.
- The finance officer may not certify any requisition unless sufficient unencumbered funds are available to pay the purchase order obligation when it is due.
- At a minimum two copies of the purchase order should be generated. One copy would go to the vendor and one to the Finance Officer.

6.2 Open-Ended Purchase Orders.

Open-ended purchase orders may be used for many repetitive, usually low dollar value, purchases from one vendor. Rather than issuing a purchase order for each purchase, one purchase order with a total dollar limit is issued for a specified period. Not requiring a purchase order for each item reduces internal control; however, with the low cost items purchased under this system, the costs of the additional controls outweigh the benefits. For open-ended purchase orders, the purchasing agent should provide to the appropriate department heads a list of vendors and items to be purchased from those vendors, along with a purchase order number for the current period, e.g. one month, and the total amount encumbered. To maintain adequate controls, purchase transactions over a specified maximum amount should be allowed only after contacting the Finance Officer. This transaction maximum would vary depending on the type of items and prior purchasing history. The total maximum dollar-limit amount of the authorizing purchase order will still be encumbered. One problem with open-ended purchase orders is the vendor ultimately determines when an agency's employees can charge purchases to the order. Procurement cards can eliminate this problem.

6.3 Procurement Cards and Agency Credit/Debit Cards.

6.3.1 Procurement Cards.

Procurement cards (also known as purchasing cards) enable a unit to make small purchases more quickly and efficiently by minimizing paperwork and processing time. Similar to VISA and MasterCard formats, procurement cards can be processed by vendors just like personal charge

cards. Rather than making multiple small payments to many vendors, the organization writes one check to the card provider. Vendors receive payment within a few days of the transaction without extra paperwork. Posting information and transaction detail can be entered by the cardholder when monthly statements are reviewed prior to payment, thereby significantly reducing data entry tasks in accounts payable. Inventories can be reduced or eliminated, since items are now purchased when needed. As with any type of purchasing procedure, adequate controls must be established to ensure that public funds are expended properly. These include built-in transactional limits for any one card, cardholder education, pre-audit certification, and supervisory review procedures. Purchases can be limited by amount per transaction, total per time period, number of purchases per time period, Merchant Category Codes, etc. Each card can be encoded with specific controls unique to the cardholder's job responsibilities. These controls also can be enacted on individual, divisional, or departmental lines. Cardholder education includes informing card users of all procedures, regulations, etc. and the consequences of improper use. It is strongly recommended that cardholders sign acknowledgements that they have read and understand these rules prior to receipt of a card. Cardholders should also be trained to verify and code monthly statements to facilitate uploading of information into the accounting system. Sales tax for refund purposes can also be coded at this point. The purchases made via procurement cards are subject to the pre-audit certification requirements. Open purchase orders can be prepared to cover estimated procurement card expenditures over a specific period of time. Typically, a set amount will be encumbered to cover purchases through procurement cards during the period. After cardholders have verified and coded their monthly statements, supervisors should review the transactions and cost receipts. After departmental approval, procurement card details can be uploaded into the accounting system and the payment can be processed. Transaction data can be analyzed to determine trends and exceptions, and used for expenditure and budgeting projections.

6.3.2 Agency Credit/Debit Cards.

6.4 Records.

The purchasing records should show materials/services that have been ordered but not delivered or paid for (open purchase orders). They also should furnish supporting information for the payment of claims. Purchasing records are invaluable in making future purchases because they show prices, quantities, and vendor performance on previous orders. Also, they aid in budgeting because they contain a record of quantities of each kind of purchase required during the preceding year. The accounting records, in turn, should show amounts encumbered and amounts expended, by accounting period, for purchased items. All units are encouraged to use encumbrances and purchase orders as part of their internal control system. Sometimes a common database is used for both the purchasing and accounting records, particularly in automated systems. In automated systems, the purchasing records are integrated with the general ledger accounting system.

6.5 Receiving.

The receipt of all goods and services by the Agency should be reported to the Finance Officer for processing. The receiving report, receiving copy of the purchase order, the delivery ticket, or some other written verification, should be sent to the Finance Officer. Copies of the receiving report should be sent to the Finance Officer and the requisitioning department. For construction projects, the Architect, Professional Engineer, or Construction Management Consultant overseeing the project will issue a report certifying that construction has been completed and approved. The Finance Officer should ensure that sufficient data are provided to ascertain the date, quantity,

description, and condition of items received. The Agency should not approve interim billings without monitoring the progress of construction projects. Also, with regards to services, the Agency should verify that the services are being performed before approving interim invoices.

6.6 Payment of Vendor's Invoices.

The CARTS Director should provide to the accounting department, on a timely basis (taking full advantage of vendor discounts), documents and data needed to consider/approve vendors' invoices. These documents/data include a copy of the purchase order with expected unit prices, returns/allowances data, and notification of any exceptions/discrepancies between goods ordered and those received.

7 Exhibits

7.1 Conflict of Interest Policy.

(Excerpt from *Craven County CARTS Grants and Financial Management Policy and Procedures*, page 9)

Conflict of Interest Policy / Code of Conduct

In accordance with Board policy and related legislation, no employee, officer, agent, immediate family member, or Board member of the agency shall participate in the selection, award, or administration of a contract supported by Federal and/or State funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- The employee, officer, agent, or Board member,
- Any member of his/her immediate family,
- His or her partner, or
- An organization that employs, or is about to employ, any of the above.

The agency's officers, employees, agents, or Board members will neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements.

(Excerpt from *Craven County CARTS Grants and Financial Management Policy and Procedures*, page 48)

CONFLICT OF INTEREST POLICY

Authority: Chapter 31. Sec. 14-234 North Carolina Public Law.

No member of the CARTS Transportation Advisory Board (TAB) or employee of the Craven Area Rural Transit System who is involved in making or administering a contract or service on behalf of the agency may derive a direct or indirect benefit from the contract or service. It shall further be the policy that no member of the CARTS TAB or employee of CARTS may solicit or receive any gifts, rewards or promise of rewards in exchange for recommending, influencing, or attempting to influence the award of a contract or services. No member of the CARTS TAB or employee shall accept gifts or rewards, direct or indirectly from any person or agency for which services have been rendered by Craven Area Rural Transit System.

Violation of this policy shall result in removal from the CARTS TAB, in the case of a member of the board, and immediate disciplinary action in the case of an employee.

(Adopted April 28, 2010, Jackie Kiernan, CARTS TAB Chairperson; Phyllis Toler, CARTS Director.)

7.2 Independent Cost Estimate Form

Independent Cost Estimate

Contract Type:

Date of Estimate:

Description of Goods / Service:

Method of Obtaining the Estimate:

I have obtained the following estimate from....

- Published Price List / Past pricing (date)_____
- Engineering or technical estimate
- Independent Third Party estimate
- Other (specify)_____

Cost Estimate Details:

Through the method stated above it has been determined that the total cost of the goods/services is expected to be: \$_____. Details are shown below.

Cost of Standard Items

Product	Cost (\$/ea)	Cost (\$/ea)	Notes / Data Source
	Delivered	No Freight	
A			

Cost of Services, Repairs, or Non-Standard Items

Item / Task:							
Materials	Other Direct Costs	Labor (rate, hours)	Labor Class	Allocated overhead	SG&A	Profit	Total
B							

Signature _____ of _____ Preparer:

The preceding cost estimate was obtained or prepared by: _____

[For complex items or tasks, attach detailed spreadsheet(s) explaining rationale.]

7.3 Responsibility Determination Form

Responsibility Determination Form

Bid/RFP No: _____

Supplier: _____

Date: _____

For each of the areas described below, check that the appropriate research has been accomplished and provide a short description of the research and the results.

	Acceptable	Comment
1. Appropriate financial, equipment, facility, and personnel	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____
2. Ability to meet the delivery schedule	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____
3. Satisfactory period of performance	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____
4. Satisfactory record of integrity, not on debarred or suspended listings	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____
5. Receipt of all necessary data from supplier	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____

7.4 Fair and Reasonable Price Determination Form

FAIR AND REASONABLE PRICE DETERMINATION

I hereby determine the price to be fair and reasonable based on at least one of the following:

Check one or more:

- Found reasonable on recent purchase.
- Obtained from current price list.
- Obtained from current catalog.
- Commercial market sales price from advertisements.
- Similar in related industry.
- Personal knowledge of item procured.
- Regulated rate (utility).
- Other.

Comments:

Copy of purchase order, quotes, catalog page, price list, etc. is attached.

Purchasing Agent

Date

7.5 SOW Template

Statement of Work Title: [Type text]
1.0 Project Background
<ul style="list-style-type: none"> ▪ Describe the need for the goods or services, the current environment, and the Transit Agency's key objective(s) as it relates to this requirement. Provide a brief description/summary of the goods or services sought. ▪ Short statement of the problem to be resolved ▪ Expected project duration ▪ Transit Agency organizational units and/or key individuals involved in managing the project ▪ Alternative solutions or implementation strategies evaluated
<p>a) Transit Agency requires these products and/or services due to:</p> <p>b) Transit Agency is attempting to complete a project on _____ and requires supplier/contractor assistance in the:</p> <p>c) The completion of this work will help Transit Agency:</p>
Statement of Work Title: [Type text]
1.0 Project Background
<p>Describe the need for the goods or services, the current environment, and the Transit Agency's key objective(s) as it relates to this requirement. Provide a brief description/summary of the goods or services sought.</p> <p>Short statement of the problem to be resolved</p> <p>Expected project duration</p> <p>Transit Agency organizational units and/or key individuals involved in managing the project</p> <p>Alternative solutions or implementation strategies evaluated</p> <p>a) Transit Agency requires these products and/or services due to:</p> <p>b) Transit Agency is attempting to complete a project on _____ and requires supplier/contractor assistance in the:</p> <p>c) The completion of this work will help Transit Agency:</p>
2.1 Results
<p>Indicate the key end results that the project will achieve when successfully executed. Measurable performance indicators for anticipated benefits may also be listed here.</p>
2.2 Anticipated Benefits

Describe what the organization will gain through completion of this project.

2.3 Business Processes Impacted

Review major changes in the way work will be conducted once the project is complete (if any).

2.4 Customers / End Users Impacted

Identify the specific individuals or groups whose work will be most affected during and after the project's execution.

3.0 Applicable Documents

List legal, regulatory, policy, security, and similar relevant documents. Include publication number, title, version, date and where the document can be obtained. If only certain portions of documents apply, state this. Indicate the definition of terms, if needed.

List any publications, manuals, and regulations that the supplier / contractor must abide by:

a) [Type text]

b) [Type text]

c) [Type text]

Definitions and Acronyms:

4.0 Summary of Requirements

These are the key tasks expected of the supplier / contractor according to the Schedule and the Statement of Work.

List the key technical and functional requirements for the project. Highlight up to 20 requirements that you consider to be essential to the ultimate success of the project. Include the expected outputs / outcomes and performance standards.

Write tasks to be performed in a logical and sequential arrangement of work to the extent possible. Describe the tasks in terms of outcomes expected, such as response time, cleanliness level, equipment up-time and functionality. Use “work” words, such as:

1) Review...

2) Analyze...

3) Repair...

4) Install...

5) Construct...

All tasks should have quantifiable or observable results.

5.0 Schedule and Deliverables

List all outputs / outcomes and submittals with specific due dates or time frames. Include type, quantity and delivery point (s). Include the acceptance criteria for each.

Milestone or Major Project Deliverable	Planned Completion Date

6.0 Quality Assurance Plan

Explain what the Transit Agency's quality expectations are, how (and how often) deliverables or services will be monitored and evaluated, and the process to follow when the outputs / outcomes are below performance standards.

The following levels of quality are to be judged acceptable under this contract:

a) All milestones or services will be achieved and all reports will be submitted on time in accordance with Section 5.0 of this SOW.

a) All milestones, services, products or reports will meet the outcomes noted in Section 4.0 of this document.

c) Supplier / Contractor work will be monitored by Transit Agency project and Contract Management Staff.

d) Specific quality requirements for this contract are as follows:

1) On time delivery= [Type text]

2) Acceptable quality = [Type text]

3) Responsiveness = [Type text]

4) Service Level = [Type text]

7.6 Sole Source Justification Form

Sole Source Justification Form

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

Check one:

_____ The item is available only from a single source (sole source justification is attached).

_____ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency condition is attached).

_____ FTA authorizes noncompetitive negotiations (letter of authorization is attached).

_____ After solicitation of a number of sources, competition is determined inadequate (record of source contacts is attached).

_____ The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).

Comments:

_____ Independent Estimate and Cost Analysis are attached.

Purchasing Agent

Senior Manager

Date

Date

DETAIL DESCRIPTION OF COST ELEMENTS (continued)	Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
C. INDIVIDUAL CONSULTANT SERVICES				
<i>TOTAL INDIVIDUAL CONSULTANT SERVICES</i>				
D. OTHER				
<i>TOTAL OTHER</i>				
<i>E. SUBTOTAL DIRECT COST AND OVERHEAD</i>				
6. GENERAL AND ADMINISTRATIVE (G&A) RATE %				
X \$ BASE (Use 5.E above)				
7. ROYALTIES (if any)				
<i>8.SUBTOTAL ESTIMATED COST</i>				
9. CONTRACT FACILITIES CAPITAL AND COST OF MONEY				
<i>10. SUBTOTAL ESTIMATED COST</i>				
11. FEE OR PROFIT				
12.TOTAL ESTIMATED COST AND FEE OR PROFIT				
13. Discounts				
14. Option Costs (specify)				
15. ADJUSTED COST				

ANALYSIS GUIDELINES

1. DIRECT MATERIAL

A. Analyze Purchased Parts: Provide a consolidated price analysis of material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).

B. Subcontracted Items: Analyze the total cost of subcontract effort and supporting written quotations from the prospective subcontractors

C. Other:

(1) Raw Material: Review any materials in a form or state that requires further processing. Analyze priced quantities of items required for the proposal. Consider alternatives and total cost impact.

(2) Standard Commercial Items: Analyze proposed items that the offeror will provide, in whole or in part, and review the basis for pricing. Consider whether these could be provided at lower cost from another source.

2. MATERIAL OVERHEAD

Verify that this cost is not computed as part of labor overhead (item 4) or General and Administrative (G&A) (Item 6).

3. DIRECT LABOR

Analyze the hourly rate and the total hours for each individual (if known) and discipline of direct labor proposed. Determine whether actual rates or escalated rates are used. If escalation is included, analyze the degree (percent) and rationale used. Compare percentage of total that labor represents for each bid.

4. LABOR OVERHEAD

Analyze comparative rates and ensure these costs are not computed as part of G&A. Determine if Government Audited rates are available,

5. OTHER DIRECT COSTS

A. Special Tooling/Equipment. Analyze price and necessity of specific equipment and unit prices.

B. Travel. Analyze each trip proposed and the persons (or disciplines) designated to make each trip. Compare and check costs.

C. Individual Consultant Services. Analyze the proposed contemplated consulting. Compare to independent estimate of the amount of services estimated to be required and match the consultants' quoted daily or hourly rate to known benchmarks.

D. Other Costs. Review all other direct charge costs not otherwise included in the categories described above (e.g., services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment and provide bases for pricing. Scan for duplication or omissions.

6. GENERAL AND ADMINISTRATIVE EXPENSE

See notes on labor overhead above and check whether the base has been approved by a Government audit agency for use in proposals.

7. ROYALTIES

If more than \$250, analyze the following information for each separate royalty or license fee; name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part of model numbers or each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties,

8. SUBTOTAL ESTIMATED COST

Compare the total of all direct and indirect costs excluding Cost of Money and Fee or Profit. Note reasons for differences.

9. CONTRACT FACILITIES CAPITAL AND COST OF MONEY

Analyze the offerors' supporting calculations and compare to known standards.

10. SUBTOTAL ESTIMATED COST

This is the total of all proposed costs excluding Fee or Profit. Determine the competitive range. Question outliers.

11. FEE OR PROFIT

Review the total of all proposed Fees or Profit.

12. TOTAL ESTIMATED COST AND FEE OR PROFIT

Analyze the range of total estimated costs including Fee or Profit, and explain variance to independent estimate. Identify areas for negotiation or areas to be challenged. Explain your conclusions regarding fair and reasonable pricing.

13. DISCOUNTS

Review basis for Discounts and range between offers.

ATTACH NARRATIVE COST ANALYSIS MEMO ADDRESSING ITEMS AS INSTRUCTED ABOVE.

7.8 Price Analysis Form

Price Analysis

PO / Contract: _____

The evidence compiled by a price analysis includes:

- Developing and examining data from multiple sources whenever possible that prove or strongly suggest the proposed price is fair.
- Determining when multiple data consistently indicate that a given price represents a good value for the money.
- Documenting data sufficiently to convince a third party that the analyst's conclusions are valid.

The pricing quoted on the attached sheet(s) is deemed to be fair and reasonable based on the following type of analysis:

____ Comparison with competing suppliers' prices or catalog pricing for the same item. (Complete comparison matrix and attach supporting quotes or catalog pages.)

____ Comparison of proposed pricing with in-house estimate for the same item. (Attach signed in-house estimate and explain factors influencing any differences found. Complete summary matrix.)

____ Comparison of proposed pricing with historical pricing from previous purchases of the same item, coupled with market data such as Producer Price Index or Inflation Rate over the corresponding time period. (Attach data and historical price record).

____ Analysis of price components against current published standards, such as labor rates, dollars per pound etc. to justify the price reasonableness of the whole. (Attach analysis to support conclusions drawn.)

SUMMARY MATRIX

Item	Proposed Pricing	Average Market Price	Competitor A	Competitor B	In-House Estimate	Other

DATE: _____

PREPARED BY: _____

Attachments:

7.9 Procurement Summary

PROCUREMENT MEMORANDUM

Date: _____ Completed by: _____
PO / Contract No. _____
Source of Funding: _____

Method of Procurement

Micro Purchase: _____ Competitive RFP: _____ Competitive Bid: _____
Small Purchase: _____ A&E Services: _____ Sole Source: _____

Justification if Non-Competitive:

Reason for the Procurement

Contract Type: _____

Rationale for contract type: _____

Reason for Contractor selection or rejection: Lowest responsive, responsible bidder: _____

Evaluation results were: _____

Basis for Contract Price:

Accepted contractor's proposed pricing: _____

Negotiated Price (attached memorandum) _____

Other: _____

Cost / Price Analysis:

The price offered by the supplier was within ____% of the independent estimate, and variance between the offerors constituted a range of _____. The competitive range was determined to be from \$_____

Pricing discrepancies between the offers was attributed to _____

Other sources/data used to affirm price reasonableness were _____

Summary of Responsibility and Responsiveness Checks

Award Date of contract award: _____
Board Approval (Attach Meeting Minutes): _____

Change Orders

Identify each and summarize reason for change, dates, cost analysis, time impact, and modification number.

7.10 Procurement Decision Matrix

Micro-purchase

Amount <
\$14,999
Multiple
Sources

Competitive Procurement

Amount > \$15,000
Multiple Sources
Not an Emergency

Sole Source

Approved by FTA
OEM, Custom Item **OR**
Only One Source **OR**
Competition Inadequate after Solicitation **OR**
Emergency/Public Exigency

Small Purchase

Amount < \$350,000
Complete and Adequate Specification or Description
Two or more quotes available

Sealed Bid (IFBs)

Complete and Adequate Specification or Description
Two or more responsible bidders willing to compete
Selection can be made on the basis of price alone
Firm Fixed Price Contract
No discussion with bidders required after receipt of bids

Type of Contract

Fixed price
Firm fixed unit prices
Cost plus fixed fee
Time and materials
Blanket purchase order
Indefinite Delivery Indefinite Quantity (IDIQ)

Competitive Proposals (RFPs)

Complete Specifications Not Feasible
Bidder Input Needed
Two or more responsible bidders willing to compete
Discussion needed with bidders after proposals
Fixed price can be set after discussions **OR**

7.11 Change Order Review Checklist

Date				
Contract Number				
Contractor				
Contract Title				
Reviewer				
New Contract Total				
Change Order Number				
Dollar Value Increase				
Length of Time Extension Granted				
New Performance Period End Date				
Change Order Checklist	Category			Comment
	ND	D	N/A	
1. In-House Estimate Prepared				
2. Project Manager Approval				
3. AWO Scope Meeting Held				
3a. Scope of Change Adequate for Bidding				
4. Contractor Proposal Includes Impact Costs, Price				
5. Cost Analysis Conducted				
5a. If Price > 10% of ICE, Evidence of MTA President Approval				
6. Negotiation Memorandum				
7. Written Record of Change				
7a. Signed Change Order in File				
8. Evidence of Board Approval Prior Initiation of Changed Work				
9. Notice to Proceed in file				
10. Work Authorized within Contract Scope				
11. No Evidence of Arbitrary Action				
Other Comment				

7.12 Piggybacking Checklist

Definition: *Piggybacking is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process.* ("FTA Dear Colleague" letter, October 1, 1998).

In order to assist in the performance of your review, to determine if a situation exists where you may be able to participate in the piggybacking (assignment) of an existing agreement, the following considerations are provided. Ensure that your final file includes documentation substantiating your determination.

WORKSHEET	YES	NO
1. Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America Pre-award or Post-Delivery audits?		
2. Does the solicitation and contract contain an express "assignability" clause that provides for the assignment of all or part of the specified deliverables?		
3. Did the Contractor submit the "certifications" required by Federal regulations? See BPPM Section 4.3.3.2.		
4. Does the contract contain the clauses required by Federal regulations? See BPPM Appendix A1.		
5. Were the piggybacking quantities included in the original solicitation; i.e., were they in the original bid and were they evaluated as part of the contract award decision?		
6. If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?		
7. If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?		
8. Does your State law allow for the procedures used by the original contracting agency: e.g., negotiations vs. sealed bids?		
9. Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files. Have you performed a market analysis of the prices to be paid and have you determined the price to be fair and reasonable and in the best interests of the Agency?		
10. If the contract is for rolling stock or replacement parts, does the contract term comply with the five-year term limit established by FTA? See FTA Circular 4220.1G, Chapter IV, 2 (14) (i).		
11. Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files.		
12. If you will require changes to the vehicles (deliverables), are they "within the scope" of the contract or are they "cardinal changes"? See BPPM Section 9.2.1.		

Note: This worksheet is based upon the policies and guidance expressed in (a) the FTA Administrator's "Dear Colleague" letter of October 1, 1998, (b) the *Best Practices Procurement Manual*, Section 6.3.3—*Joint Procurements of Rolling Stock and "Piggybacking,"*

7.13 Contract Clause Matrix

APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchases	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, EEO, ADA)	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$100,000	>\$100,000	>\$100,000
Resolution of Disputes, Breaches, or Other Litigation	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			For property transported by ocean vessel.	For property transported by ocean vessel.	For property transported by ocean vessel.
Fly America	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.

PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchases	Construction	Materials & Supplies
Davis-Bacon Act				>\$2,000 (including ferry vessels)	
Contract Work Hours and Safety Standards Act		>\$100,000 (except transportation services)	>\$100,000	>\$100,000 (including ferry vessels)	
Copeland Anti-Kickback Act Section 1 Section 2				All All exceeding \$2,000 (including ferry vessels)	
Bonding				\$100,000	
Seismic Safety	A&E for New Buildings & Additions			New Buildings	
Transit Employee Protective Arrangements		Transit Operations			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit Operations			
Alcohol Misuse and Testing		Transit Operations			
Patent Rights	Research & Development				
Rights in Data and Copyright Requirements	Research & Development				
Energy Conservation	All	All	All	All	All
Recycled Products		Contracts for items designated by EPA, when procuring \$10,000 or more per year		Contracts for items designated by EPA, when procuring \$10,000 or more per year	Contracts for items designated by EPA, when procuring \$10,000 or more per year
Conformance with ITS National Architecture	ITS Projects	ITS Projects	ITS Projects	ITS Projects	ITS Projects
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States	Limited to States	Limited to States	Limited to States	Limited to States

PRICE QUOTES - PROCUREMENT CHECKLIST
\$15,000 - \$29,999 (All Procurements)**

This checklist incorporates the State's local government procurement requirements as stated in N.C.G.S. 143-129 and 143-131, the Federal Transportation Administration's (FTA) requirements as stated in FTA Circular 4220.1F, guidance found in FTA's Best Practices Manual, and FTA's Master Agreement FTA MA (22), dated October 1, 2015, the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R Part 200, dated December 26, 2014, and FTA's new authorizing legislation, and any subsequent amendments or revisions thereto.

TYPE OF PURCHASE (list quantity and describe)

Submit Procurement Checklist and supporting documentation for all local procurements over \$15,000 including ROLLING STOCK. Identify type of Purchase:**

- Rolling Stock: _____
- Construction: _____
- Equipment/supplies: _____
- Service Contract (RFP): _____
- Other: _____

****Does not include vehicle types in an Agency Specific Contract with IMD****

PURCHASE FROM STATE CONTRACT*: Contract No. _____;

(contract name)

***Include federal requirements with Purchase Order (over \$15,000) when issuing to vendor if federally funded; Appropriate certification must be completed if purchase is over \$25,000 threshold. Indicate in Section B the federal requirement package attached to P.O.**

FUNDING SOURCES (check all that apply)

- State funds - Complete Part A of Procurement Process only
- Federal funds- Parts A and B of Procurement Process must be completed
- FTA grant funds: 5311 5310 5316 5317 5339 5307, Other: _____

PROCUREMENT PROCESS

- A. PRICE QUOTES:** Rolling Stock, Equipment, Supplies, and Construction – 15,000 - \$29,999
(Price quotes should be conducted by email, fax, mail or in person)
 - 1. Specification or criteria.
 - 2. Solicitation: Contact or send to at least 3 responsible suppliers (list): _____
 - 3. Tabulation of quotes received. Must receive at least **2** quotes (list or attach copy): _____
 - 4. Contract award (or Purchase Order) issued to: _____
(If award made to other than the low bidder, submit for pre-award approval, attach justification for award.)
 - 5. State funded: go to last page, certify with authorized signature.
FTA funded: complete all sections of item **B. FEDERAL REQUIREMENTS** that apply.

- B. FEDERAL REQUIREMENTS:**
Provide the correct federal requirements that apply to your procurement. Please go to the IMD Web Site to find the applicable set of federal requirements. You will find the link listed here: <https://connect.ncdot.gov/business/Transit/Pages/Transit-Procurement.aspx>. Then under "Federal and State Requirements", you will find the listed Federal Requirement selection listed below. You will need to download the appropriate one for your procurement. Attach this document to your solicitation for Price Quotes.

Select the Federal Requirements that is in compliance for your Solicitation:

- Construction
- Rolling Stock
- Materials / Equipment / Supplies
- Operations & Management
- Professional/ A & E Services

Technology/ Goods/ Services

Certifications: *(Include all executed certifications when submitting documentation for approval.)*

- 1. All bids and quotes over \$15,000 that require a service or installation must include the **Affidavit of Compliance with NC E-Verify** signed by all vendors, suppliers, or contractors certifying that they are in compliance with NCGS 64-26.
- 2. All bids and quotes over \$25,000 must include the **Debarment Certification** signed by all vendors, suppliers, or contractors certifying that they are not on the State's or Federal's Debarment or Excluded Parties Listing System.
The transit system is required to review all third party contractors under the Excluded Parties Listing System at <http://sam.gov/> and the State's Debarment List at <http://www.pandc.nc.gov/actions.asp> before entering into any contracts.
- 3. All bids or contracts valued over \$1,000 with the State of NC or local governments, or any political subdivisions of the State, must have a certification that the contractor is not on the Final Divestment List that has been created by the NC State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize the performance of the contract any subcontractor that is identified on the Final Divestment List.

Additional Requirements: *(Include all documentation with checklist)*

- 1. **Rolling Stock Pre-Award and Post Delivery Audit.** – Grantee **MUST conduct** Pre-Award Audit and **Certify** that vehicle meets specifications and the FMVSS compliance requirements. Upon delivery, "Post Delivery" **MUST** be completed and **Certify** that vehicle meets requirements. Documentation must be kept on file.

I hereby certify that this procurement was conducted following all applicable state, federal and local procedures and requirements. Documentation regarding this procurement is on file and will be retained at least five (5) years from the date of project closeout, in accordance with state and federal requirements. **(The person that certifies this checklist and that the procurement was conducted following all applicable procedures must be authorized to have oversight of this procurement.)**

I am authorized to certify at this procurement level:

(Signature)

(Date)

(Title)

(Telephone number)

PRIOR APPROVAL IS REQUIRED FOR ALL PROCUREMENTS OVER 15,000.

INTEGRATED MOBILITY DIVISION APPROVAL:

BY: _____
(Signature)

Date: _____

APPROVED: _____ AMOUNT: _____

COMMENTS: _____

INFORMAL WRITTEN QUOTES - PROCUREMENT CHECKLIST

\$30,000 - \$89,999 (Equipment/Supplies)**
\$30,000 - \$499,999 (up to \$150,000 with federal funds) (Construction)*

This checklist incorporates the State's local government procurement requirements as stated in N.C.G.S. 143-129 and 143-131, the Federal Transportation Administration's (FTA) requirements as stated in FTA Circular 4220.1F, guidance found in FTA's Best Practices Manual, and FTA's Master Agreement FTA MA (22), dated October 1, 2015, the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R Part 200, dated December 26, 2014, and FTA's new authorizing legislation, and any subsequent amendments or revisions thereto.

TYPE OF PURCHASE (list quantity and describe)

Submit Procurement Checklist and supporting documentation for all local procurements over \$30,000 including ROLLING STOCK and ALL CONSTRUCTION RELATED PROCUREMENTS.**

- Construction: _____
- Rolling Stock: _____
- Equipment/supplies: _____
- Service Contract (RFP): _____
- Other: _____

****Does not include vehicle types under contract with IMD****

PURCHASE FROM STATE CONTRACT*: Contract No. _____
(contract name)

***Include federal requirements with Purchase Order when issuing to vendor if federally funded; Appropriate certification must be completed if purchase is over \$25,000 threshold. Indicate in Section B the federal requirement package attached to P.O.**

FUNDING SOURCES (check all that apply)

- State funds - Complete Part A of Procurement Process only
- Federal funds- Parts A and B of Procurement Process must be completed
- FTA grant funds: 5311 5310 5316 5317 5339 5307, Other: _____

PROCUREMENT PROCESS

- A. INFORMAL QUOTES:** Equipment & Supplies- \$30,000-\$89,999; Construction- \$30,000-\$499,999 (state funds only) Construction-\$30,000-\$150,000 (federal and state funds) **Written quotes** must be submitted by offeror (supplier/contractor).
 1. Specification or criteria.
 2. Solicitation: Mail to at least 3 responsible suppliers (list): _____
 3. Tabulation of written quotes received. Should receive at least **3** quotes. (list or attach copy): _____
 4. Contract award (or Purchase Order) issued to (attach copy): _____
(If award is made to other than the low bidder, provide justification for award and submit to PTD for pre-award approval.)
 5. Construction Requirements:
 - MBE/WBE/DBE participation: FTA funded: DBE project specific goal assigned ____%; (attach record of contractors solicited and efforts to recruit minority owned businesses)
 - NCDOT-DBE policy to be included in bid documents; State funded: Attach State MBE/WBE Construction documents for participants and Affidavits A & B; Affidavit C or D must be submitted after notification to low bidder.
 - a) Projects shall solicit minority participation in contracts for the erection, construction, alteration or repair of any building awarded pursuant to this section. The public entity shall maintain a record of contractors solicited and shall document efforts to recruit minority business participation in those contracts.
 6. State funded only: go to last page, certify with authorized signature. _____

B. FEDERAL REQUIREMENTS:

Provide the correct federal requirements that apply to your procurement. Please go to the IMD Web Site to find the applicable set of federal requirements. You will find the link listed here: <https://connect.ncdot.gov/business/Transit/Pages/Transit-Procurement.aspx> . Then under the "Federal and State Requirements", where you will find the listed Federal Requirement selection listed below. You will need to download the appropriate one for your procurement. Attach this document to your Request for Informal Written Quotes.

Select the Federal Requirements that you used for your Solicitation:

- Construction
 - Rolling Stock
 - Materials / Equipment / Supplies
 - Operations & Management
 - Professional A & E Services
 - Technology/ Goods/ Services
- Certifications:** *(Include all executed certifications when submitting documentation for approval.)*
- 1. All written quotes over \$30,000 that require a service or installation must include the **Affidavit of Compliance with NC E-Verify** signed by all vendors, suppliers, or contractors certifying that they are in compliance with NCGS 64-26.
 - 2. All written quotes over \$25,000 must include the **Debarment Certification** signed by all vendors, suppliers, or contractors certifying that they are not on the State's or Federal's Debarment or Excluded Parties Listing System.
The transit system is required to review all third party contractors under the Excluded Parties Listing System at <http://sam.gov/> and the State's Debarment List at <http://www.pandc.nc.gov/actions.asp> before entering into any contracts.
 - 3. All bids or contracts valued over \$1,000 with the State of NC or local governments, or any political subdivisions of the State, must have a certification that the contractor is not on the Final Divestment List that has been created by the NC State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize the performance of the contract any subcontractor that is identified on the Final Divestment List.
 - 4. **Rolling Stock Quotes – a Bus Testing Certification** is required for ADA minivans and all vehicles other than vans (unmodified 9 passenger or less vehicles, 10-15 passenger standard vans, or modified 10-15 passenger vans with or without wheelchair lifts). The Certification **MUST** be submitted prior to the award of the contract. A copy of the Bus Testing Report must be kept on file.
 - 5. **Rolling Stock Quotes – a TVM Certification** is required for all vehicles other than minivans or crossover type vehicles. The Certification **MUST** be submitted with the quote; a quote is considered non-responsive if certification is not submitted and contract cannot be awarded. The TVM goal must be verified by on the FTA website and the TVM report form must be completed within 30 days of award of contract/issuance of P.O.
 - 6. **Lobbying Certification** - Required with bids exceeding \$100,000 signed by all vendors, suppliers, or contractors, certifying that no funds are being used for lobbying. This certification is included with all the federal requirements.
 - 7. **Buy America Certification** is required for all bids involving equipment, materials or construction over \$150,000. Only one Certification **MUST** be submitted with the bid; a bid is

considered non-responsive if the certification is not submitted or if both the compliance and non-compliance certifications are submitted, the contract cannot be awarded.

Additional Requirements: *(Include all documentation with checklist)*

- 1. **Rolling Stock Pre-Award and Post Delivery Audit.** – Grantee **MUST** conduct Pre-Award Audit and **Certify** that vehicle meets specifications and the FMVSS compliance requirements. Upon delivery, “Post Delivery” **MUST** be completed and **Certify** that vehicle meets requirements. Documentation must be kept on file.

I hereby certify that this procurement was conducted following all applicable state, federal and local procedures and requirements. Documentation regarding this procurement is on file and will be retained at least five (5) years from the date of project closeout, in accordance with state and federal requirements. **(The person that certifies this checklist and that the procurement was conducted following all applicable procedures must be authorized to have oversight of this procurement.)**

I am authorized to certify at this procurement level:

(Signature)

(Date)

(Title)

(Telephone number)

PRIOR APPROVAL IS REQUIRED FOR ALL PROCUREMENTS OVER \$30,000

Integrated Mobility Division Approval:

BY: _____
(Signature)

Date: _____

APPROVED: _____

AMOUNT: _____

COMMENTS:

FORMAL BIDS - PROCUREMENT CHECKLIST
\$90,000+ (Equipment/Supplies) *
\$500,000+ (State) \$150,000+ (Federal-Construction) *

This checklist incorporates the State's local government procurement requirements as stated in N.C.G.S. 143-129 and 143-131, the Federal Transportation Administration's (FTA) requirements as stated in FTA Circular 4220.1F, guidance found in FTA's Best Practices Manual, and FTA's Master Agreement FTA MA (22), dated October 1, 2015, the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R Part 200, dated December 26, 2014, and FTA's new authorizing legislation, and any subsequent amendments or revisions thereto.

TYPE OF PURCHASE (list quantity and describe)

Submit Procurement Checklist for pre-award authorization for ALL formal bids*:

- Construction: _____
- Rolling Stock: _____
- Equipment/supplies: _____
- Service Contract (RFP): _____
- Other: _____

PURCHASE FROM STATE CONTRACT*: Contract No. _____
(contract name)

***Include federal requirements with Purchase Order when issuing to vendor if federally funded; Appropriate certification must be completed if purchase is over \$25,000 threshold. Indicate in Section B the federal requirement package attached to P.O.**

FUNDING SOURCES (check all that apply)

- State funds - Complete Part A of Procurement Process only
- Federal funds- Parts A and B of Procurement Process must be completed
- FTA grant funds: 5311 5310 5316 5317 5339 5307, Other: _____

PROCUREMENT PROCESS

- A. FORMAL BIDS:** Equipment & Supplies - \$90,000 or greater; Construction - \$500,000 or greater (State funds only); Construction-\$150,000 or greater (federal and state funds)
 1. Specification or criteria and instructions to bidder.
 2. Advertisement - may use electronic advertisement or newspaper, or both. Must have prior board authorization if advertisement is solely electronic. At least 7 full days must lapse between notice and bid opening. List publications or method: _____
 3. Solicitation: Mail to at least 3 responsible suppliers (list): _____
 4. Date Bid Let: _____
 5. Date/Time of Bid Opening: _____
 6. Number of Addenda: _____
 7. Number of Sealed Bids Received (Construction must have minimum 3): _____
 8. Tabulation (attach copy): _____
 - Additional Construction Requirements:**
 9. Bid Bond (5%) (required for construction **ONLY**): _____
 10. Performance & Payment Bonds (100%) (required for construction **ONLY**): _____
 11. MBE/WBE/DBE participation: FTA funded: DBE project specific goal assigned ____%; NCDOT-DBE policy to be included in bid documents; State funded: Attach State MBE/WBE Construction documents for participants and Affidavits A & B; Affidavit C or D must be submitted after notification to low bidder.
 12. **Indicate type of bid:** Separate-prime bidding Single-prime bidding
 Dual Bidding (separate & single prime) Construction Management at Risk _____
 Alternative Contracting (prior approval by State Building Commission required) _____
 13. (All Bids) Contract award recommendation(attach copy of contract): _____
 (If award made to other than the low bidder, provide justification for award.)
 14. State funded only: go to last page, certify with authorized signature.
 FTA funded: complete all sections of item **B. FEDERAL REQUIREMENTS** that apply.

B. FEDERAL REQUIREMENTS:

Provide the correct federal requirements that apply to your procurement. Please go to the IMD Web Site to find the applicable set of federal requirements. You will find the link listed here:

<https://connect.ncdot.gov/business/Transit/Pages/Transit-Procurement.aspx> . Then under the “Federal and State Requirements”, you will find the listed Federal Requirement selection listed below. You will need to download the appropriate one for your procurement. Attach this document to your Formal Bid Document.

Select the Federal Requirements that you used for your Solicitation:

- Construction
 - Rolling Stock
 - Materials / Equipment / Supplies
 - Operations & Management
 - Professional A & E Services
 - Technology/ Goods/ Services
- Certifications:** *(Include all executed certifications when submitting documentation for approval.)*
- 1. All bids over \$90,000 that require a service or installation must include the **Affidavit of Compliance with NC E-Verify** signed by all vendors, suppliers, or contractors certifying that they are in compliance with NCGS 64-26.
 - 2. **Lobbying Certification** - Required with bids exceeding \$100,000 signed by all vendors, suppliers, or contractors, certifying that no funds are being used for lobbying. This certification is included with all the federal requirements.
 - 3. All bids over \$90,000 must include the **Debarment Certification** signed by all vendors, suppliers, or contractors certifying that they are not on the State’s or Federal’s Debarment or Excluded Parties Listing System.
The transit system is required to review all third party contractors under the Excluded Parties Listing System at <http://sam.gov/> and the State’s Debarment List at <http://www.pandc.nc.gov/actions.asp> before entering into any contracts.
 - 4. **Buy America Certification** is required for all bids involving equipment, materials or construction over \$150,000. Only one Certification **MUST** be submitted with the bid; a bid is considered non-responsive if the certification is not submitted or if both the compliance and non-compliance certifications are submitted, the contract cannot be awarded.
 - 5. **Rolling Stock Quotes – a TVM Certification** is required for all vehicles other than minivans or crossover type vehicles. The Certification **MUST** be submitted with the quote; a quote is considered non-responsive if certification is not submitted and contract cannot be awarded. The TVM goal must be verified by on the FTA website and the TVM report form must be completed within 30 days of award of contract/issuance of P.O.
 - 6. **Rolling Stock bids – a Bus Testing Certification** is required for ADA minivans and all vehicles other than vans (unmodified 9 passenger or less vehicles, 10-15 passenger standard vans, or modified 10-15 passenger vans with or without wheelchair lifts). The Certification **MUST** be submitted prior to the award of the contract. A copy of the Bus Testing Report must be kept on file.
 - 7. N.C.G.S. §147-86.59 requires that all bids or contracts or renewals with the State of NC or local governments, or any political subdivisions of the State, have a certification that the contractor is not on the Final Divestment List that has been created by the NC State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the requirements of N.C.G.S. § 147-86.55 and 147-86.59, the Contractor shall not utilize the performance of the contract with any subcontractor that is identified on the Final Divestment List.

Additional Requirements: *(Include all documentation with checklist)*

- 1. **Rolling Stock Pre-Award and Post Delivery Audit.** – Grantee **MUST** conduct Pre-Award Audit and **Certify** that vehicle meets specifications and the FMVSS compliance requirements. Upon delivery, “Post Delivery” **MUST** be completed and **Certify** that vehicle meets requirements. Documentation must be kept on file.

I hereby certify that this procurement was conducted following all applicable state, federal and local procedures and requirements. Documentation regarding this procurement is on file and will be retained at least five (5) years from the date of project closeout, in accordance with state and federal requirements. **(The person that certifies this checklist and that the procurement was conducted following all applicable procedures must be authorized to have oversight of this procurement.)**

I am authorized to certify at this procurement level:

(Signature)

(Date)

(Title)

(Telephone number)

PRIOR APPROVAL IS REQUIRED FOR ALL FORMAL BIDS OVER \$90,000.

Integrated Mobility Division Approval:

BY: _____

Date: _____

APPROVED: _____ AMOUNT: _____

COMMENTS: _____

Craven Area Rural Transit System CARTS

Grants and Financial Management Policies and Procedures

**Adopted by Craven County Board of Commissioners
On February 16, 2026**

Purpose

The purpose of these grant and financial management policies and procedures is to establish clear procedures and Craven Area Rural Transit System's position regarding grant and financial management and administration of Federal Transit Administration (FTA) and North Carolina Department of Transportation (NCDOT) grants.

FTA and NCDOT grant programs have requirements with which the Craven Area Rural Transit System (CARTS) must comply so as to continue to be eligible for grant funding. Specifically, CARTS' financial management system must meet the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and Grants Management (2 CFR Part 200.308)

CARTS must demonstrate to the FTA and NCDOT the legal, technical, and financial capacity to manage and administer grants. Financial capacity includes the ability to match and manage FTA and/or NCDOT grant funds, cover cost and operating deficits, financially maintain and operate FTA and/or NCDOT funded facilities and equipment, and conduct and respond to applicable audits.

The policies contained herein outline CARTS procedures regarding application, acceptance, budgeting, accounting and administration of FTA and/or NCDOT grants, as well as in regards to compliance with FTA/U.S. Department of Labor requirements related to Section 5333(b) labor protections.

****These policies and procedures will be periodically updated as needed and may require necessary changes subject to federal, state and/or local new guidance and rule changes.**

ORGANIZATIONAL MANAGEMENT

Legal Authority

Authorizing Resolution

To be eligible for FTA and/or NCDOT funding, CARTS is authorized by its governing board, the Craven County Board of Commissioners, to apply for and receive funding. This is affirmed each time the appropriately authorized person signs the authorizing resolution form included in an NCDOT grant application package. This form is submitted annually to NCDOT-PTD as required and is also maintained in the CARTS files. An authorizing resolution was adopted October 20, 2014 regarding FTA funds.

Annual Certifications/Signature Procedures

Federal and State grant awards require applicants and grantees to certify that they are in compliance with or will comply with a variety of laws and regulations. The CARTS Director is responsible for updating the CARTS annual Certifications and Assurances (C&As) and securing the proper signatures/approvals including both the approval of the governing board and the Opinion of Counsel before submitting to the FTA and/or NCDOT. The annual C&As are filed according to the following procedure:

1. The CARTS Director reviews the list of C&As received from FTA and compares them with the C&As from the previous year;
2. If there are changes in the C&A from the previous year, the CARTS Director requests review by the Craven County Attorney;
3. If there are reports to be filed in conjunction with the C&As, the CARTS Director completes the applicable reports for submission to the FTA and NCDOT;
4. Upon concurrence from the Craven County Attorney (and a signed Opinion of Counsel), the CARTS Director secures approval and signature on the C&As from the Chairman of the Craven County Board of Commissioners;
5. The CARTS Director compiles the approved C&As and applicable reports for submittal to FTA and NCDOT;
6. The CARTS Director officially submits the C&As to the FTA and NCDOT; and
7. The CARTS Director is responsible for maintaining a file with all of CARTS' past and present C&As.

Governance

The governing board for CARTS, specifically the Craven County Board of Commissioners, has the legal and fiduciary responsibility of the organization. The transit agency's governing board is representative of the community and is able to provide transit personnel with community based advice and also be able to bring management and other organizational skills and expertise from which transit management can draw. The governing board meets regularly, is actively engaged, and conducts business in an open and transparent manner. All members of the governing board

are subject to the conflict of interest statement included in the Craven County Board of Commissioners Rules of Procedures amended April 20, 2015.

Organizational Structure

The governing board for CARTS is the Craven County Board of County Commissioners. County Commissioners are elected officials from Craven County. The governing board is governed by Craven County and North Carolina State Statutes.

Governing Board Bylaws and/or Policy Manual

The Craven County Board of Commissioners governs the internal administration and regulation of the affairs of CARTS. As the governing board for the transit system, the Craven County Board of Commissioners is responsible for overall policy decisions, financial management, and hiring of the transit management. Regular meetings of the Craven County Board of Commissioners are held the 1st and 3rd Mondays of each month.

Transportation Advisory Board

CARTS also has a Transportation Advisory Board (TAB). The role of the TAB is to advise the governing board on policy decisions and operating policies and procedures. The TAB meets regularly. An actively engaged TAB is expected to discuss unmet needs in the service area, service design and scheduling, billing rate, fares and to monitor patterns of complaints about transportation service. The TAB should also monitor compliance with federal regulations and the status of any deficiencies noted in any official federal, state or local review or report. This helps to ensure that such deficiencies are not ignored, which may result in possible loss of federal or state funding. Business is conducted in an open and transparent manner. Members of the TAB sign conflict of interest statements.

The TAB composition and by-laws were approved by the Craven County Board of Commissioners on October 5, 2015. The composition of the TAB is intended to include representatives of the agencies, communities (Craven, Jones & Pamlico), and general public which are served by CARTS. The TAB is representative of the community in order to provide the service area community with a mechanism to advise and bring to management the mobility concerns and needs of the entire service community.

Business Continuity Plan

CARTS has a Business Continuity of Operations Plan (COOP) that establishes policy and guidance to ensure the execution of the essential functions in the event that an emergency at the agency, or in its service area, threatens or incapacitates operations and/or requires the relocation of selected personnel and functions.

Control Environment

Assignment of Authority – FTA and NCDOT Grants

The Craven County Board of Commissioners Chairman determines and authorizes execution of agreements and contracts. A delegation of authority form is maintained and updated when appropriate.

Craven County Board of Commissioners Chairman and/or CARTS Director are designated to submit the following, as indicated on the Delegation of Authority form submitted to NCDOT:

- Reimbursement Requests
- Budget Revisions
- Budget Amendments
- Period of Performance Extensions

Signature Policy

All check payments are issued by the Craven County Finance office following Craven County Finance Department policies and procedures. The Craven County Board of Commissioner Chairman, and/or the Craven County Manager are authorized to sign contracts that financially obligate CARTS.

Division of Duties

The following is a list of personnel who have responsibilities within the financial functions of the organization:

Governing Board: Craven County Board of Commissioners

1. Reviews annual financial reports;
2. Reviews and approves annual budget;
3. Reviews and approves grant application (including financial program of projects);
4. Reviews and approves multi-year financial plans (including those included in service and capital planning studies); and
5. Approves contracts when required.

Craven County Manager/Assistant Manager

1. Reviews annual financial reports;
2. Reviews CARTS annual budget and makes recommendation to the Craven County Board of Commissioners;
3. Reviews purchases made by the CARTS Director;
4. Reviews multi-year financial plans;
5. Reviews contracts for goods and services; signs contracts when signature of Craven County Board of Commissioners is not required.

CARTS Director

1. Reviews financial reports;
2. Prepares CARTS annual budget request;
3. Reviews all vouchers and invoices for those which require his/her signature;
4. Reviews all contracts pertaining to goods and services;
5. Submits grant reimbursement requests;
6. Requests purchase orders.

Assistant Director/Accounting Technician III:

1. Approves all vouchers, invoices, and purchasing card transactions for payment;
2. Reviews financial reports;
3. Reviews the payroll summary for the correct payee, hours worked and check amount;
4. Receives and opens all incoming mail;
5. With a second person present and watching, counts cash upon receipt into the CARTS office; and
6. Processes payments received for services provided including preparation of bank deposit.

Craven County Finance Director:

1. Processes all receipts and disbursements;
2. Processes the payroll, including payroll tax returns;
3. Submits requests for inter fund transfers;
4. Maintains and reconciles the general ledger monthly for submission to the governing board;
5. Approves all financial reports;
6. Manages the petty cash fund;
7. Reconciles the bank accounts;
8. Double checks all reimbursement requests against receipts provided;
9. Mails all checks for payments; and
11. Prepares cash receipts logs and invoice logs.

Transit Operators

1. Monitors vehicle and fare box security during his or her shift;
2. Records ridership by individuals whose trips are sponsored by another organization; and
3. Prepare daily ridership count reports, including trips by fare type (unless electronic fareboxes are used).

Background and Reference Checks

Every candidate for employment at CARTS is subject to a basic background check as a condition of employment. This investigation includes a review of motor vehicle records, contacting references provided by the candidate, and a criminal background check.

The Criminal Record Check (CRC) includes a ten (10) year history. Candidates must have:

1. No felony convictions;
2. No convictions of moral turpitude, including child or elder abuse and/or sexual misconduct;
3. No alcohol or drug-related convictions; and
4. No more than two (2) misdemeanor convictions over the history.

CARTS applicants are also subject to a criminal history record check conducted by the North Carolina State Bureau of Investigation (SBI) in accordance with North Carolina General Statutes 153A-94.2(b) and 143B-1209.26. This criminal history record check requires applicant fingerprinting. The applicant's fingerprints shall be used by the SBI for a search of the State's criminal history record file, and the SBI will forward the fingerprints to the Federal Bureau of Investigation (FBI) to conduct a national criminal history record check.

Conflict of Interest Policy / Code of Conduct

In accordance with board policy and related legislation, no employee, officer, agent, immediate family member, or Board member of the agency shall participate in the selection, award, or administration of a contract supported by Federal and/or State funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- The employee, officer, agent, or Board member;
- Any member of his/her immediate family;
- His or her partner; or
- An organization that employs, or is about to employ, any of the above.

The agency's officers, employees, agents, or Board members will neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Ethics Policy

Purpose - Because it is imperative that officials and employees of CARTS maintain the highest possible standards of ethical conduct in their transaction of public business, such standards must be clearly defined and published. The following Code of Ethical Standards includes standards of the Federal Transit Administration.

Relationships - In all procurement matters relating to CARTS, no transit employee, official, or agent, including any member of an evaluation committee for a CARTS project, shall participate in the selection, award, or administration of a contract between CARTS and a private business if a conflict of interest, real or apparent, would be involved. Such a conflict would exist when an employee, officer, or agent of CARTS; any member of his/her immediate family; his or her partner; or an organization which employs, or is about to employ, any of the above; has a material financial or other interest in a firm selected for award of a contract.

Gifts and Gratuities - It is CARTS' policy that no official or employee of CARTS shall seek or accept, directly or indirectly, any gift, service, favor, employment, engagement, compensation or economic opportunity from a contractor, potential contractor, or subcontractor which would tend improperly to influence a reasonable person in his or her position to depart from the faithful and impartial discharge of his or her public duties. No CARTS official or employee may use his or her position to secure or grant unwarranted privilege, preferences, exemptions, or advantages for himself or herself, any member of his or her immediate household, any business entity in which he or she has a financial interest, or any other person.

Violations - Violation of CARTS' ethics policy by any employee shall subject the individual to disciplinary action up to and including discharge as determined by the Craven County Human Resources Department. Violation of this policy by contractors or their agents may be considered a breach of contract and shall subject such contractor or agent to action up to and including cancellation of contract and suspension and debarment from contracting with CARTS. Violation of this policy by bidders or potential contractors may be considered to make such bidder ineligible to bid or render a bid or proposal non-responsive.

Organizational Conflict of Interest - It is CARTS' policy in soliciting and contracting for goods and services to prevent any real or apparent organizational conflicts of interest which could arise when the nature of work to be performed under a proposed contract would result in an unfair competitive advantage to the contractor in the award of future work. It shall not be a bid or proposal requirement that a prospective vendor or contractor have prior contracts with CARTS. This shall not be construed, however, to prevent or limit the use of two-step sealed bidding.

Computer Usage Policy

Any usage of CARTS equipment and/or services unrelated to direct business activities of the county is expressly prohibited. CARTS forbids use of its equipment or internet connection to promote personal, political, or religious beliefs, solicit or advertise, engage in personal business interest, participate in harassment or discrimination of any kind, violate or infringe on the rights of others, be involved in deliberate propagation of harmful computer code, violate copyright or licensing laws, or be part of any illegal activity.

The equipment provided and all contents thereof are the property of CARTS. Users understand that all information transferred to and from this equipment is the property of CARTS and should be considered as available for public review. The user has no expectation that internet usage history is private. CARTS retains the right to monitor activity on its equipment and to review incoming and outgoing communications for appropriateness without prior notice or warning.

Employees may not install, download, store, print, view, or redistribute files on CARTS equipment that are not directly related to their job or CARTS business activities. An automatic exception will be made for storing and displaying the photographs used as "wallpaper" to provide an individual touch to the computer, provided the photograph is in compliance with all other sections of this policy. Employees are not to modify CARTS hardware or software in an attempt to foil any security or monitoring measure that the agency puts in place.

If so warranted, infractions may involve disciplinary action, suspension, termination, or even legal redress. All disciplinary action shall be pursuant to the Craven County Personnel Policy.

Travel Policy

CARTS follows the guidelines set in the Travel Expense policy as set by the Craven County Department of Finance Policies and Procedures Manual. When using federal and/or state transit grant funds, CARTS follows the appropriate FTA and/or NCDOT travel policy and only seeks reimbursement of expenses up to those approved rates. CARTS will reimburse employees mileage expenses based on the Craven County Finance process of following the Standard Mileage Rates issued by the IRS with the following guidelines: in a year when the IRS Standard Mileage Rate decreases, the County will follow suit with the same effective date of January 1st; in a year when the IRS Standard Mileage Rate increases, the County's mileage rate will not change. Finance will send out a notification annually in December when the new rate is released.

Labor Protections

CARTS receives federal assistance under the Federal Transit statute and agrees to comply with the terms and conditions of the protective labor arrangements in 49 CFR Section 5333(b). Section 5333(b) of Title 49 of the U.S. Code (Federal Transit Law) requires that employee protections, commonly referred to as "protective arrangements" or "Section 13(c) arrangements" be certified by the Department of Labor and in place, before Federal transit funds can be released to a transit provider. CARTS protects employees in the following ways: the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise, the continuation of collective bargaining rights, the protection of individual employees against a worsening of their positions related to employment,

assurances of employment to employees of acquired mass transportation systems, assurance of priority of re-employment of employees whose employment is ended or who are laid off, and paid training or retraining programs.

Section 5333(b) Labor Warranty (S.5311)

As part of its application for Rural and Small Urban Program funding, CARTS signs the NCDOT-PTD Section 5333(b) Labor Warranty. In signing this warranty, CARTS agrees to preserve the collective bargaining rights of employees, including the right to arbitrate labor disputes and to maintain union security and check-off arrangements. CARTS also agrees to provide allowances for dismissed and displaced employees under the terms set forth in the agreement (based on years of service). Further, in signing the warranty, CARTS agrees that it will post notice of its compliance with Section 5333(b) in a conspicuous place and maintain records to document compliance. This form is signed annually by the official authorized to sign the grant application.

Notice on Section 5333 (b) Labor Warrant is posted on the CARTS office on the bulletin board.

Labor Complaint Resolution Procedures

CARTS has policies and procedures to provide adequate and fair hearing of employee grievances. CARTS also maintains records that track complaint investigations including the date files, allegations, actions taken and resolution.

Grievance procedures are maintained on file in the CARTS office.

Contract Management and Oversight

CARTS monitors each contract for quality in fulfilling the contract requirements as well as compliance with FTA requirements. The CARTS Director is responsible for reviewing each contract and determining specific monitoring requirements based on type of contract and funding utilized.

Quality Assurance Monitoring

CARTS is an “in-house” operation. All transportation service is provided with CARTS employees.

Monitoring Compliance with FTA Requirements

In the case that a contractor were utilized, each contract funded by FTA funds would include Federally-required clauses appropriate to the contract. The CARTS Director would be responsible for monitoring contractor compliance with all FTA requirements applicable to their contract.

Document Control and Retention

Craven County retains all personnel, time, payroll, audit, tax, vendor, passenger and accounting records for a period no less than five (5) years or three (3) years beyond the close-out of any grant that finances each expense, whichever is longer. All tax records are maintained for a seven (7) year period. All records, both digital as well as hard, are stored in a manner which allows them to be both secure as well as easily accessible.

Public Access

Craven County complies with North Carolina regulations regarding access to public records and follows the procedures set forth in Records Retention and Disposition Schedule Public Transportation Systems and Authorities issued by North Carolina Department of Cultural Resources in April 2006.

North Carolina General Statute §132.1 states:

(a) "Public record" or "public records" shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions. Agency of North Carolina government or its subdivisions shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subdivision of government.

(b) The public records and public information compiled by the agencies of North Carolina government or its subdivisions are the property of the people. Therefore, it is the policy of this State that the people may obtain copies of their public records and public information free or at minimal cost unless otherwise specifically provided by law. As used herein, "minimal cost" shall mean the actual cost of reproducing the public record or public information. (1935, c. 265, s. 1; 1975, c. 787, s. 1; 1995, c. 388, s. 1.)

The default guideline that is followed by CARTS is that if the agency generates, stores, or maintains a document, that document is a public record and shall be made available to the public upon request. There are exceptions to what the statutes designate as public records, including the following sensitive information:

- Personnel records, including drug and alcohol program records;
- Social security numbers (of employees, applicants, and customers); and
- Medical and mental health information about specific customers

Unless otherwise specified, all personnel and financial records will be kept in a locked file cabinet in an office to be specified by the CARTS Director with the key provided to a limited number of authorized individuals. A locked office may substitute for a locked file cabinet. If stored electronically, all sensitive materials will be password protected, with the password provided to a limited number of authorized individuals.

The following criteria apply to all CARTS employees, Board Members and volunteers:

1. Employees and all persons associated with CARTS must maintain the confidentiality of privileged information concerning staff and participants in accordance with North Carolina confidentiality statutes and regulations.
2. No identifying information will be released to an outside agency or person without the informed consent of the person. Such consent must be granted in writing and the signed release to inform will expire one year from the date it is signed.
3. The following will have access to locked files:
 - Employees, students, volunteers and others who must access information in order to perform required job functions,
 - Federal, State, local or other monitoring agencies,
 - Court order.

After a document holding period has been completed, documents are destroyed using safety sensitive measures, such as shredding, in accordance with the Records Retention and Disposition Schedule Public Transportation Systems and Authorities issued by North Carolina Department of Cultural Resources.

Electronic Documents

All electronic documents are backed up daily to ensure that all data is maintained in the event of local computer failure. Prior to an employee being terminated, that employee's access to computer files is terminated.

Financial Records

All financial records associated with FTA and/or NCDOT grants are retained for a minimum of five (5) years, or three (3) years beyond grant close-out, whichever is longer. This includes all personnel, time, payroll, audit, tax, vendor, customer and accounting records.

All financial records associated with the procurement of vehicles and equipment purchased with FTA and/or NCDOT grants will be retained for a minimum of five (5) years or three (3) years beyond the end of any title lien on the vehicle or equipment, whichever is longer, should there be a title lien requirement. This includes all vehicle maintenance and repairs records.

All financial records associated with the development of a facility financed with FTA and/or NCDOT grants will be retained for a minimum of five (5) years or (3) three years beyond final FTA and/or NCDOT payment for construction, whichever is longer.

GRANTS ADMINISTRATION

Grant Applications

Preceding each grant application, the CARTS Director considers which projects and services to include in that application, based on multiple factors (such as development plans, capital improvement plans, locally coordinated plans, state transit improvement plans, etc.) and with input from the Craven County Assistant Manager and Craven County Finance Director.

1. FTA 5307 grant applications are able to be submitted throughout the year. However, deadlines for submission may be imposed by the FTA for reasons such as applications utilizing lapsing funds. Public notice and input requirements are met when the New Bern Area Metropolitan Organization completes these tasks as part of the Metropolitan Transportation Improvement Plan (MTIP) process.
2. NCDOT grant application packages are announced by the NCDOT Integrated Mobility Division (NCDOT/IMD) and are obtained from the NCDOT/IMD website. Included in each NCDOT application package is a timetable for the processing and completion of the application along with specific instructions on how to complete each section. The CARTS Director reviews the entire application package for general application requirements and develops a timeline for preparation, public notice, public input, and submission to the Craven County Board of Commissioners for review and approval before submission to the NCDOT.

NCDOT Grant Award and Agreement Execution

1. Upon receipt from the NCDOT, the CARTS Director reviews the grant award and agreement to ensure that it is accurate and to determine if the award differs substantially from the grant application. It is the responsibility of the CARTS Director to secure required signatures and attestations and return grant agreements to the NCDOT by the deadline.
2. If applicable, the CARTS Director notifies the Craven County Attorney of any special award conditions and receives his or her concurrence that they are acceptable.
3. The Craven County Board of Commissioners is informed of all grant awards and agreements received by CARTS.
4. The CARTS Director makes a copy of the signed grant agreements and returns the appropriate number of signed agreements to the NCDOT.
5. When the NCDOT has signed their portion of the grant agreement and returned one fully executed agreement to CARTS, the CARTS Director scans and files the fully executed grant agreements into the proper location for document retention.

Grant Reporting

1. The FTA requires quarterly and/or annual reports such as the MPR (Monthly Progress Report), FFR (Federal Financial Report), and the NTD (National Transit Database) report. Information regarding these reports and due dates can be located in the Federal Transit Administration Circular 5010. The most current version is maintained on the FTA website.
2. NCDOT requires the submission of quarterly, semi-annual, and annual reports. These reports are due based on an annual calendar provided by NCDOT.
3. All grant reports are reviewed by the CARTS Director prior to submission. Some grant reports require other signatures such as the Finance Director and/or Chairman of the Craven County Board of Commissioners. The CARTS Director is responsible for ensuring necessary signatures are obtained.

The CARTS Director is responsible for ensuring that all grant funds are expended in accordance with specific grant regulations and is responsible to ensure that any fiscal and programmatic reporting requirements are adhered to.

Grant Recordkeeping and Auditing

1. CARTS maintains the necessary reports for review by auditors, the FTA, and the NCDOT.
2. All financial reports should be submitted to the Craven County Finance Director, to ensure timely reconciliation of the grant reported expenditures and revenues to the County's general ledger.
3. Financial reports will be maintained on file until all audits have been accepted by the grantor, five (5) fiscal years, or in compliance with federal and state requirements pertaining to the individual grant, whichever is longer. The CARTS Director consults the records retention schedule when planning to destroy grant records.
4. All CARTS grants are subject to periodic review by the Craven County Finance Director and annual audit by independent auditors. CARTS makes grant files and supporting information available for annual audit review. Any audit findings and/or questioned costs resulting from the audit require a written response from CARTS within the designated response period.
5. All state and federal grant funds will be included in Craven County's annual single audit report and audited by Craven County's independent auditors.
6. Any auditors or officials representing the grantor agencies that request access to grant records should be directed to the Craven County Finance Director to determine authorization. All audits are performed by Craven County and audited by Craven County's independent auditors. However, the grantor agency may elect to monitor the grant program to include sending a representative to discuss the program and review records which would be allowable.
7. Annual audit reports are submitted to the NCDOT/IMD within nine (9) months after the close of the fiscal year.

Period of Performance

The definition of Period of Performance, based on FTA C 5010.1E is “Period of performance means the time during which the recipient or subrecipient may incur new obligations to carry out the scope of work authorized under the Grant or Cooperative Agreement. FTA, or the pass through entity, must include the start and end dates of the period of performance in the Grant or Cooperative Agreement, regardless of whether pre-award authority has been exercised. The state date is the Federal Award Date.” The Period of Performance for NCDOT grants is defined as the period of time during which the Grantee/Contractor is expected to complete the grant activities outlined in their proposal and grant agreement. The Period of Performance also establishes the timeframe of execution of project activities and period when expenses may be incurred and reimbursed.

The Period of Performance for NCDOT grants is assigned by NCDOT/IMD and approved by the North Carolina Board of Transportation (BOT) The Period of Performance is stated in the grantee cover letter.

NCDOT Period of Performance Extensions

If the grant funds cannot be expended during the Period of Performance, a Period of Performance Extension may be requested. Extensions are intended to provide additional time for projects that have made reasonable progress to expend funds, invoice, and seek reimbursement. By extending a Period of Performance it allows the project to remain in compliance with the terms of the grant agreement.

If, during monthly reviews of budget status, grant expenditures within two (2) months of the end of the Period of Performance are found to be behind year-to-date budget, the CARTS Director completes a request for a Period of Performance extension to the NCDOT. The request must be approved by the Craven County Board of Commissioners prior to submission to the NCDOT.

Grant Termination

1. CARTS maintains close communication with the FTA and the NCDOT to ensure that everyone is aware of the grant expiration dates and that the transit system does not incur expenditures with no funding source. When grant funds are subgranted (pass-through) to other agencies, the contract agency should include a statement that “payment for services is contingent upon receipt of grant funds.”
2. FTA grant award closeouts are normally initiated by the transit system, but may also be initiated by the FTA. Award closeout instructions are included in FTA C5010. The grantee is responsible for initiating a closeout within ninety (90) days after the end of the period of performance.

3. NCDOT grants are closed out following the Period of Performance for which funds were awarded (non-capital grants), following purchase of the vehicle or equipment for which the funds were awarded (non-facility capital grants), or following the completion of the facility or the expenditures of the grant funding, whichever comes first (facility capital grants). Except in the case of facility development, NCDOT/FTA grant funds are to be expended and grant closeout initiated within three (3) years of the initial grant award. Initiating grant closeout is the responsibility of the CARTS Director, following a review of each grant's status at the end of each year.

FINANCIAL MANAGEMENT

The fiscal year for CARTS is from July 1st – June 30th each year.

Multi-year Financial Plan

CARTS develops a five-year financial plan which is required for funding. This financial plan is based on planned services and identified funding sources. It is used as a basis for the annual grant applications as well as for the development of CARTS' annual budget.

Updating the multi-year financial plan is the responsibility of the CARTS Director in consultation with the Craven County Finance Director.

Budget Development

Under the Local Government Finance Act, each local government and public authority in North Carolina is required to adopt an annual balanced budget ordinance, and is prohibited from expending any monies, regardless of their source (including monies derived from bond proceeds, federal, state, or private grants or loans, or special assessments), except in accordance with a budget ordinance or project ordinance adopted under N.C. § 159-8, or through an intragovernmental service fund or trust and agency fund properly excluded from the budget ordinance.

The legal adoption of annual/fiscal year budgets does not preclude the approval of grant budgets throughout the year, if the funding year is different from the fiscal year. Grant budgets should not be delayed until the next local budget cycle, if the delay would result in loss of the grant.

The process for developing the annual budget includes:

1. The Craven County Manager sends out notification when it is time to begin the process to develop next year's budget, provides updated instructions, and a process timeline.
2. The CARTS Director reviews the status of open grants from the FTA and/or the NCDOT for current funding as well as the most recent grant application packages to anticipate a timeline for the next grant application cycle (to coordinate budget development when feasible).

3. The CARTS Director consults other staff regarding program-specific budget needs for the upcoming year.
4. The CARTS Director prepares projections for the next years payroll needs at anticipated service levels. The projections are provided to Craven County Human Resources.
5. The CARTS Director, assisted by CARTS staff:
 - a. reviews the previous year's budget to determine needed adjustments to each line item, including overhead costs and costs attributable to specific programs;
 - b. estimates revenues and sources for the upcoming year;
 - c. makes adjustments accordingly to expenditures and revenues for the projected fiscal year's budget;
 - d. projects capital budget needs according to a replacement schedule and guidance of the NCDOT; and
 - e. documents assumptions used in preparing the budget (for example, assumes available funding, increases in fuel prices, increased insurance expenses, more operator overtime, etc.).
6. The CARTS Director, with input by the Craven County Assistant Manager and Craven County Finance Officer, prepares a budget request for submission by the specified due date.

Grant Budgeting and Accounting

1. Each federal and state grant is assigned individual account codes to record all fiscal transactions.
2. All expenditures are supported by adequate documentation as required by the grantor agency, the Single Audit Act, 2 CFR Part 200 and Part 225, and the State Single Audit Implementation Act.
3. CARTS charges all expenditures directly to assigned grant account line items.
4. CARTS is responsible to maintain accurate grant budgets and ensure all grant expenditures and revenue transactions are coded to the appropriate accounts.

Multi-Year Grant Budgeting and Accounting

1. Grants are often accepted by CARTS that continue into the following fiscal year(s). For those grants that continue into the next fiscal year, once the actual grant budget balances are determined after the end of the fiscal year, a budget amendment is prepared if the amount appropriated in the new budget year needs adjusting.
2. CARTS establishes a grant's project ordinance when major multi-year grant programs are accepted. These ordinances budget and record grant revenues and expenditures for the entire grant period and alleviate the need for CARTS to compute and re-budget the grant each subsequent fiscal year. When major multi-year grants are received, CARTS determines if a grant project ordinance is appropriate.

Budget Revisions and Amendments

A mid-year budget revision or amendment may be necessary when the revenues unexpectedly increase, decrease, or expenditures are accruing at a faster rate than budgeted. Grants are often amended to shift allocated funds from one cost category to another, increase or decrease the grant budget, change the grant period or to alter the programmatic requirements.

Any amendment that alters the total grant revenues should be prepared by the CARTS Director. This budget amendment requires Craven County Board of Commissioners approval.

The budget cannot be legally amended after the end of the fiscal year to incorporate previous amendments approved by the grantor. Therefore, CARTS uses caution to ensure no grant funds are expended prior to approval and appropriation by the Craven County Board of Commissioners.

General budget procedures include:

1. The CARTS Director reviews the budget status on a monthly basis and compares actual expenditures to budgeted amounts by line item.
2. If revenues unexpectedly increase, decrease, or expenditures are accruing at a faster rate than budgeted, the CARTS Director identifies where adjustments are required and where corresponding adjustments are needed to balance the budget.
3. If needed, a budget revision/amendment request is prepared by the CARTS Director and submitted to Craven County Board of Commissioners for review and approval.
4. If needed, an FTA and/or NCDOT grant budget revision/amendment request is prepared by the CARTS Director and submitted per instructions.
5. Line item transfers can be initiated by the CARTS Director and require approval by the Craven County Manager.

Structure of Accounts

A chart of accounts is maintained by CARTS and the Craven County Finance Department, with new line item number assignments determined by the Craven County Finance Department. CARTS maintains and uses a crosswalk chart for converting expenditures to the appropriate chart of accounts when requesting reimbursement from the FTA and/or NCDOT for grant related expenses.

Governmental Generally Accepted Accounting Principles

1. It is the policy of CARTS to adhere to any restrictions imposed by its funders, both governmental and private. Therefore, CARTS employees are expected to bring to the attention of management any instances of non-compliance.
2. When CARTS is expending federal and/or state funds, prior written approval from the funder agency is required for the purchase of:
 - Capital expenditures for land or buildings
 - Insurance and indemnification expenses

- Pre-award costs
 - Public information service costs
 - Publication and printing costs
 - Rearrangement and alteration costs
3. In accordance with federal regulations, CARTS does not request federal funds to pay for the following costs:
 - Bad debt expense
 - Contingencies
 - Contributions or donations to others
 - Entertainment expenses
 - Fines and penalties
 - Interest, fundraising and other financial costs
 4. Federal funds received in advance are deposited into a federally insured bank account. Any interest earned from those monies is submitted to the funder agency.

Direct / Indirect Cost Recognition and Recovery

1. All direct costs incurred to support a grant funded program are funded from the CARTS operating budget, the grant budget, or from new appropriations authorized by the Craven County Board of Commissioners.
2. Indirect costs incurred to support grant funded services are reported for reimbursement. These indirect costs are charged to each respective grant budget expenditures account in monthly increments. The CARTS Director is responsible for indirect cost calculations related to the transit services based on the grant type and required central services utilized by the grant. Indirect cost allocation plans are approved by the cognizant agency, which for CARTS is currently the NCDOT. If changes are made to this plan, it is resubmitted to the NCDOT for approval.
3. Indirect cost expenditures and revenues are analyzed at the end of each year and reclassified if necessary to prevent overstatement of revenues and expenditures amount funds. Indirect costs to grants are assessed in accordance with an approved cost allocation plan that was developed in accordance with 2 CFR Part 200, sometimes referred to as the "super circular".
4. In addition to the initial approval by the cognizant agency or the NCDOT, the rate is updated annually and the plan resubmitted for approval if the agency has made a change in its accounting system, thereby affecting the previously approved cost allocation plan/indirect cost rate and its basis of application, the proposed cost allocation plan/indirect cost rate exceeds the amounts approved previously by more than twenty (20) percent, or there is a changes to the cost allocation plan/indirect cost rate proposal methodology.

Preparing Requests for Reimbursement from the NCDOT

Requests for reimbursement from the NCDOT are prepared on a monthly and/or quarterly basis by CARTS. A minimum of two employees will participate in the reimbursement process with one employee calculating the reimbursement and providing supporting documentation and a second employee verifying the accuracy of the reimbursement. Procedures for submitting these requests are as follows:

1. Use the appropriate means to request reimbursement which is provided by the NCDOT-IMD for Administration, Capital, Operating, Planning, Facility or Technology. Follow the instructions provided by the NCDOT for completion of each form;
2. Prepare a cover letter on agency letterhead;
3. Submit supporting documentation for expenses for each non-capital request for reimbursement in the grant files, following the NCDOT's Supporting Documentation Guidelines for Administrative Expenses; and
4. Submit supporting documentation to the NCDOT for Capital Expenditures, and maintain copies in the grant file.

Preparing Requests for Reimbursement from the FTA

Requests for reimbursement from the FTA are prepared regularly by CARTS. A minimum of two employees will participate in the reimbursement process with one employee calculating the reimbursement and providing supporting documentation and a second employee verifying the accuracy of the reimbursement. CARTS will maintain appropriate tools for tracking reimbursements, calculating reimbursements, and documenting reimbursement submissions.

Advance Payment Requests

If CARTS were to request advance payment for federal and/or state shares of eligible costs for certain items prior to issuing payment to the vendor, this will be limited to high-cost capital items such as vehicles and computer systems. CARTS deposits the advanced payment into the Craven County bank account upon receipt and issues payment to the vendor within three (3) business days.

It will be the responsibility of the CARTS Director to facilitate and complete all necessary requirements associated with requesting advance payment from NCDOT. The advance payment requests are submitted after receipt of the vendor invoice. CARTS will follow the NCDOT procedures when requesting an advance payment. NCDOT reviews the documentation for completeness and holds the request until they are notified that the vehicle has been received and accepted. Once CARTS receives the Capital/Expense requested, CARTS will follow NCDOT procedures for completing the advance payment process. Copies of all supporting documentation and checks will be kept by both Craven County Finance Department and the CARTS office.

Grant Revenue Receipt and Recording

1. The CARTS Director is responsible for preparing financial reports to be sent to the grantor to obtain reimbursement of grant funds expended. These reports should be submitted in a timely manner to replace agency funds expended during the reporting period.
2. Payment by bank transfer into Craven County's bank account is preferred.
3. The CARTS Director, Assistant Director, and Accounting Tech III periodically and individually review grant revenues to ensure proper recognition of all revenue.
4. At the end of each fiscal year, the CARTS Director will review each grant program and report to Craven County Finance the accrued earned revenue to be received after the end of the fiscal year from the grantor.

Invoicing for Purchase-of-Service Arrangements

1. Preparing invoices for organizations that purchase service from CARTS is the responsibility of the Accounting Tech III position.
2. Invoice preparation is completed by the first week of the following month and mailed by the 10th of the month, with a due date of the last day of the month.
3. CARTS' Accounting Tech III maintains a list of all current contracts along with their rates, invoice requirements, contract time periods, and contact person.

Fare Collection and Storage

1. Cash and fare box revenues are maintained in a secure location, such as a locked safe.
2. It is the intent of CARTS not to put any of its employees in a position that might cause injury to them or to put them in a situation that might cause suspicion of their handling of farebox collections. Passengers are offered the option of pre-paid monthly billing to minimize the need for cash handling and the risk of theft.
3. Fares may be paid by pre-paid billing, cash, and fixed-route passes (which are issued and paid by agencies). All passengers must pay the appropriate fare upon boarding, subject to the published policy of fare amounts.
4. To qualify for a discounted fare (on the basis of age, disability, etc.), a passenger must display the required proof of eligibility for that fare.
5. Drivers are not to make change for passengers. It is the responsibility of the passenger to have correct change and passengers are notified in writing of this policy as part of the fare policy.
6. Drivers request passengers to deposit the correct fare into the fare box, by sealed and marked envelope, or by providing an agency sponsored fixed route pass.
7. Drivers inspect each fare and transfer in order to verify that the correct fare has been paid.
8. When paying for a single trip with cash, passengers are instructed to physically put their fare in the fare box or into a sealed marked envelope. Upon request, drivers should assist passengers with disabilities with this process.

9. Drivers maintain a tally of passenger boardings and fare types by route on trip sheets which are turned in to CARTS at the end of each day. The fares are counted by both the driver and one office staff whenever possible, but by at least two staff members, with documentation of the date, passenger, and fare collected initialed by both the driver and office staff member.
10. When preparing the deposit, an authorized staff member will compare the expected fares against the amount collected by a driver. If there is a discrepancy between fares counted and driver reports, the driver is notified of the discrepancy. If discrepancies continue with any driver, disciplinary action is taken. In cases where two or more drivers operate a vehicle before the farebox vault is pulled, the discrepancy will be investigated by the CARTS Director.
11. A receipt for all fares is prepared by CARTS office staff.
12. Deposits are prepared by an authorized staff member. Documentation of the fares is maintained with a copy of the deposit slip and the sheet identifying the line item for deposit. A CARTS staff member will enter the payment and line item information into the MUNIS financial system, with a copy of documentation uploaded for verification. A copy of the deposit slip, verified by the bank as deposited, and the sheet with the identified line item(s) is given to the Craven County Finance department.

Ticket and Pass Sales and Collection

1. Tickets and passes are not, as of this date, being sold by CARTS.
2. Fixed route passes are available through agencies such as DSS, RCS, and Interfaith. The actual passes are presented to the fixed route driver which will verify the user, then record the date and locations indicated on the tickets as well as on the CARTS trip sheet.
3. CARTS office staff verifies the tickets with the paperwork and then enter the ticket information into a fixed route spreadsheet.
4. As part of the monthly billing, fixed route passes are then copied and the agency is billed for the transportation service. The original completed passes are returned to the agency and CARTS maintains a copy of the passes.

Check Receipts

The CARTS Director or designee receives all incoming mail. All checks received are immediately stamped "for deposit only". The Accounting Tech III processes all checks and will use the same process as cash receipts for MUNIS entry sending documents to the Craven County Finance Department.

Deposits

Deposits are made on a daily basis by the Director, Assistant Director, or the Accounting Technician III using deposit tickets that are in triplicate. Verification of the deposit is provided to the Craven County Finance Department by CARTS via a bank receipt and written form identifying

the source of the revenue along with the appropriate line item for credit. Deposits are keyed into the MUNIS financial system by CARTS staff. All deposits must be made inside the bank.

Inter-Fund Transfers

1. CARTS does not have a checking or saving account. All funds are deposited into Craven County Local Government accounts. Funds are credited to revenue line items that are budgeted as revenue for CARTS or the grant line items.
2. All funds received are deposited into the Craven County checking account.
3. The Craven County Finance Director monitors the balance in the checking account, and determines if there are adequate funds to pay the daily expenses.

Purchases by Credit Card

It is the policy of CARTS to allow the use of a credit card by the department for CARTS related purchases. The assigned individuals are responsible for the credit card assigned to him/her as well as use of that card. Personal use is prohibited and will be subject to discipline.

Eligible Uses of the Credit Card

The credit card may be used to:

1. Guarantee rooms for the conferences and or meeting attendance
2. Purchase lodging and meal expenses during overnight stays while attending authorized meeting or training sessions
3. Purchase supplies and or materials when purchase of the items by credit card is more time and cost efficient than if purchased by other processes.

Ineligible Uses of the Credit Card

The credit card may not be used for:

1. Personal purchases. Absolutely no personal use of the credit card is allowed, even if the intent is to re-pay the County at a future point.
2. Meal expenses without overnight stays, or in county establishments.
3. Gratuities and excess daily meal allowance.
4. Gasoline for any personal vehicle.
5. Back ordered items.
6. Cash advances.
7. Alcoholic beverages.

Any unallowable expenses charged on a card will be the responsibility of the employee making the purchase. It is the CARTS Director responsibility to ensure that only reimbursable expenses are charged on a card.

Petty Cash

CARTS does not maintain a petty cash fund.

Bill Payment

1. Incoming invoices are received either by US Mail or E-mail to Craven County Finance office and/or CARTS.
2. The staff person responsible for ordering the product or service checks the validity of the invoice against the contract/proposal/bid, or purchase order (which must be reported with the invoice). This employee indicates on the invoice authorization to pay the invoice. The Accounting Tech also authorizes the payment, adding the correct line item number(s) from which to pay the invoice.
3. The Craven County Finance department is responsible for the preparation of disbursements. All disbursements are to be made by check or electronic transfer.

Payroll Preparation and Timekeeping

1. Timesheets are prepared by all staff persons (driving staff timesheets are completed by the Accounting Tech III taken from manifests completed by the driver). Timesheets are submitted bi-weekly on the dates indicated on the annual Timesheet Schedule. Correction fluid should never be used in preparing timesheets. If an error needs to be corrected, a line should be drawn through the item and the corrected information recorded, and initialed by the person who made the correction as well as the supervisor.
2. Office staff enter time into the ESS system. Manifests and additional documentation when needed make up the timesheets for driving staff. Supervisor approval is provided via the ESS or MUNIS approval process.
3. The Accounting Tech III enters the time into the MUNIS financial system. The information reported should include:
 - a. hours worked and
 - b. vacation, sick or personal hours used.

Bank Reconciliation and Reconciliations of Other General Ledger Accounts

The bank reconciliation is completed by the Craven County Finance department following policies and procedures of that department. Reconciliation of other general ledger accounts is completed by the Craven County Finance department following policies and procedures of that department.

Financial Reporting

Financial statements are prepared and maintained to assist in monitoring revenue and expenditures. Financial statements are presented to programs administered by CARTS on a monthly basis.

Month-End

The month-end process is as follows:

1. After the general ledgers of the Craven County accounting system are updated, the Craven County Finance Department prints a Revenue and Expenditure report for each department.
2. A copy of the Revenue and Expenditure report is available to the CARTS Director by the 10th day of each month.
3. The CARTS Director reviews the Revenue and Expenditure reports to verify that it is complete and accurate.
4. If errors are detected, the CARTS Director contacts Craven County Finance Department by the last day of the month.
5. The Craven County Finance Department posts the necessary journal entries to resolve errors and prints an updated Revenue and Expenditure report.

Year-End

The year-end process is as follows:

1. After the general ledgers of the Craven County accounting system are updated, the Craven County Finance Department prints a Revenue and Expenditure report for each department.
2. The CARTS Director reviews the Revenue and Expenditure report to verify that it is complete and accurate.
3. If errors are detected, the CARTS Director must notify Craven County Finance Department by the last day of the month, which completes the journal entry to correct the error.

Accruals

The deadline for cash receipts, accounts receivable, accounts payable, payroll, and grant accruals is July 31. After all accruals are posted, the Craven County Finance Department prints an updated Revenue and Expenditure Statement for each program.

Audit Adjustments and Final Financial Statements

Audit adjustments and final financial statements are completed by the Craven County Finance department following policies and procedures of that department.

Audit

An annual audit is conducted in accordance with federal, state, and local auditing standards for government entities. The purpose of the audit is to attest to the fairness of management's assertions in the financial statements or to evaluate whether management has efficiently and effectively carried out its responsibilities.

The Craven County Finance Director is responsible for initiating the annual audit process by March 31st of each year. The audit is conducted by Craven County's independent auditors. The audit is completed by October 31 of each year and submitted to NCDOT within nine months after the end of the fiscal year.

The basic requirements for the financial reporting model include the presentation of certain basic financial statements as well as a management's discussion and analysis (MD&A) and certain other required supplementary information (RSI).

The basic financial statements include:

- Government-wide financial statements;
- Fund financial statements; and
- Notes to the financial statements

A Management's Discussion and Analysis is also required, and should include the following:

1. At the least, the MD&A should discuss:
 - a. The government's current year results in comparison with the prior year's results with emphasis being placed on the current year, with the focus being placed on the primary government
 - b. The financial managers should report the most relevant information and avoid "boilerplate" discussion.
2. MD&A should include:
 - a. A brief discussion of the basic financial statements, including the relationships of the statements to each other, and the significant differences in the information they provide. It should also include an analysis to assist readers in understanding why measurements and results reported in fund financial statements either reinforce information in government-wide statements or provide additional information.
 - b. Condensed financial information derived from government-wide financial statements comparing the current year to the prior year. The elements included in the analysis are below:
 - i. Total assets, distinguishing between capital and other;
 - ii. Total liabilities, distinguishing between long-term and other;
 - iii. Total net assets, distinguishing between types;
 - iv. Program revenues, by major source;
 - v. General revenues by major source;
 - vi. Total revenues;
 - vii. Program expenses, at a minimum by function;
 - viii. Total expenses;
 - ix. Excess (deficiency) before contributions to term and permanent endowments or permanent fund principal, special and extraordinary items, and transfers;
 - x. Contributions;
 - xi. Special and extraordinary items;

- xii. Transfers;
 - xiii. Change in net assets; and
 - xiv. Ending net assets.
3. An analysis of the government’s overall financial position and results of operations to assist users in assessing whether financial position has improved or deteriorated as a result of the year’s operations.
 4. An analysis of balances and transactions of individual funds.
 5. An analysis of significant variations between original and final budget amounts and between final budget amounts and actual budget results for the general fund (or its equivalent).
 6. A description of significant capital assets and long-term debt activity during the year, including a discussion of commitments made for capital expenditures, changes in credit ratings, and debt limitations that may affect the financing of planned facilities or services.
 7. A discussion by governments that use the modified approach to report some or all of its infrastructure assets.
 8. A description of currently known facts, decisions, or conditions that are expected to have a significant effect on financial position (net assets) or results of operations (revenues, expenses, or other changes in net assets).

Following the completion of the audit, the CARTS Director meets with the Craven County Finance Director to discuss any audit findings and develop a plan and timeline for rectifying any identified problems. It is the responsibility of the CARTS Director to ensure that the problems are addressed prior to the next audit.

Approved by Craven County Board of Commissioners

Dennis K. Bucker
Chairman, Craven County Board of Commissioners

Date

DEPARTMENTAL MATTERS:

11. Recreation and Parks: Mark Seymour

A. Acceptance of the Harold Bate Foundation Grant – Budget Amendment

For over 25 years, the Harold Bate Foundation has been a strong advocate and partner in providing high-quality recreation opportunities to the citizens and visitors of Craven County. In November 2025, Craven County Recreation & Parks received notification of a successful \$50,000 grant request from the Harold Bate Foundation.

This funding is allocated for amenities related to the construction of the new Craven County Nature Park. Work is ongoing at the park, parking lots have been cleared, and utilities are currently being installed. Over the next several months, restrooms will be installed, along with the construction of a shelter, foot bridges and a dock. There will also be 5 miles of biking and hiking trails. This grant requires a \$50,000 match from Craven County. The Bate funding, along with a Craven County match, would ensure all phases of the project can be completed. The goal is to have the park completed by June of 2026.

The Board is requested to accept the Bate Foundation grant and approve the attached budget amendment, in the amount of \$100,000, to receive the grant and to provide matching funds for the completion of the park project.

Also included in the attachment is a copy of the grant award letter and acceptance statement from the Harold H. Bate Foundation, Inc.

Board Action: Accept the Harold Bate Foundation grant and approve the grant match request budget amendment, in the amount of \$100,000, to ensure all phases of the Craven County Nature Park can be completed. A roll call vote is needed.



The Harold H. Bate Foundation, Inc.

11/19/2025

Board of Directors

Gary Baldree

Don Brinkley

Dave Hinson

Bob Mattocks

Benny Mullinix

Si Seymour

Craven County Recreation & Parks
Attn: Mark Seymour
406 Craven Street
New Bern, NC 28560

Reference Grant Number: **25-080**

Dear Mr. Seymour,

Foundation Staff

Stephanie Wilson

At its recent meeting the Board of Directors of the Foundation approved a grant of 50,000.00 for your program as described in your application. To accept this grant, sign and date the acceptance statement (enclosed with this letter) and indicate at the top of the form when you wish to receive the funds. Please return a copy of the letter with the attached, signed acceptance statement by **December 11, 2025.**

Grant funds will be paid as soon after December 15, 2025 as administratively feasible or later if you are not yet ready to utilize them if you so indicated on the enclosed acceptance agreement. Award amounts over 15,000.00 will be paid in two equal installments. The second installment will be mailed in June 2026, however should you need access to the funds beforehand please notify us so we can make arrangements. Grant awards are valid for one year from the date of this letter.

An Expenditure Report will be due one year from receipt of funds. A form including the guidelines will be included with the last installment of funds distributed. The information needed for the reports will be based on the information presented in your application.

Your grant number is **25-080**. Please refer to this number in all communication regarding this award.

The Board of Directors is pleased to participate in this important program/project and wish you and your organization much success.

Sincerely,

Stephanie Wilson
Administrative Assistant

Enclosures

The Harold H. Bate Foundation

Grant 25-080-Craven County Nature Park Improvements

We are ready to receive the funds and utilize them for the purpose granted upon return of the signed acceptance statement.

We will provide request for funds in writing when we are ready to receive and utilize the funds for the purpose granted.

ACCEPTANCE STATEMENT – PROGRAM & SERVICE EXPENSES

On behalf of the recipient organization, I agree to the terms and conditions set in the attached letter. Furthermore, my signature certifies that:

- 1) Any funds not utilized for the purpose granted shall be returned to the Foundation;
- 2) Approval must be received from the Foundation prior to any modification of the funded program/project;
- 3) The Foundation shall be notified promptly if our tax exemption is revoked or modified in any way;
- 4) The Foundation shall be notified of any proposed termination or change in ownership of our organization during the grant period;
- 5) The Foundation shall be furnished with our semi-annual financial statements for the duration of the grant period in addition to a copy of any annual certified public accounting audits completed for our organization.
- 6) Expenditure and program/project reports shall be furnished as requested by the Foundation;
- 7) It is understood that real property and/or equipment funded by the Foundation must be owned by or leased to the grantee for the seven years immediately following the date of the final grant distribution. If the property is sold, leased, or otherwise transferred to a party that operates for private gain; or if the property is sold, leased, or otherwise transferred to a non-profit entity located outside Craven, Pamlico, or Jones counties that does not utilize the property for the purpose of the grant, the grantee or successor owner must return to the Foundation immediately a *pro rata* share of the grant based on a seven-year straight-line depreciation rate.

11/25/25
Date

Mark Seymour - Director
Name and Title of Officer

Craven County Recreation & Parks
Name of Organization

- Keep the stapled original letter and Acceptance Statement for your files. Please mark (if appropriate) and sign the photocopy of the Acceptance Statement and return it with the photocopy of the award letter. Do not remove the staple.

DEPARTMENTAL MATTERS:

11. Recreation and Parks: Mark Seymour

B. Kayak Rental Agreement with Craven County Tourism Development Authority (TDA) and Whenever Water Sports

Kayak rentals have long been a popular request at Creekside Park. While the department previously offered rentals for several years, the program became difficult to maintain because demand was highest on weekends when staffing levels were limited. To address this, staff began exploring third-party options.

In recent months, Craven County Recreation Department and the Craven County Tourism Development Authority (TDA) have partnered with Whenever Water Sports to install a self-service kayak rental kiosk at Creekside Park. The kiosk will include six single kayaks and two tandem kayaks, available for public use during park hours.

Rentals will be managed through a secure QR code system. Customers simply scan the code on their chosen kayak, complete the required information, and unlock the equipment for use. This process makes paddling more accessible by offering rentals every day during park hours.

The kiosk cost of \$25,000 will be funded by TDA. TDA and Whenever Water Sports entered into a revenue-sharing agreement in early 2026. Once TDA recovers its initial investment, Craven County and TDA will revisit revenue-sharing arrangements moving forward.

The Board will be requested to approve the attached Memorandum of Understanding agreement with Craven County TDA to partner with Whenever Water Sports to provide a kayak rental kiosk at Creekside Park.

Board Action: Allow the County Manager to sign the MOU agreement with Craven County TDA to partner with Whenever Water Sports to provide a kayak rental kiosk at Creekside Park.

MEMORANDUM OF UNDERSTANDING
Between
CRAVEN COUNTY and the CRAVEN COUNTY TOURISM DEVELOPMENT
AUTHORITY

This Memorandum of Understanding (“**MOU**”) is made effective as of January ____, 2026 (“**Effective Date**”), by and between CRAVEN COUNTY (“**County**”), a North Carolina body politic and corporate, and the CRAVEN COUNTY TOURISM DEVELOPMENT AUTHORITY, (“**TDA**”) a North Carolina governmental authority under the Local Government Budget and Fiscal Control Act, (collectively the “**Parties**,” and each individually a “**Party**”).

Recitals

1. The County is a body politic and corporate of the State of North Carolina.
2. The TDA is a governmental authority subject to the North Carolina Local Government Budget and Fiscal Control Act.
3. The parties wish to cooperate in the implementation of a Master Services Agreement (“**Services Agreement**”) between the County and Whenever Water Sports, LLC (“**Whenever Water Sports**”).
4. Under the terms of the Services Agreement, Whenever Water Sports will provide a self-service recreational watersport equipment rental operation, including (i) installation and maintenance of recreational watersport equipment and rental and storage kiosks that allow said equipment to be rented and accessed by users utilizing Whenever Water Sports’s mobile website application; (ii) customer service support and assistance; and (iii) marketing of the rental operation.
5. The self-service recreational watersport equipment rental operation will be located on real property owned by the County and the Services Agreement will be administered by County staff.
6. The terms of the Services Agreement require that an initial activation fee be paid to Whenever Water Sports. The Services Agreement further provides for a revenue sharing arrangement between Whenever Water Sports and the County once the watersport equipment rental operation becomes operational.
7. As part of its mission to develop infrastructure to increase tourism and related activities in Craven County, the TDA agrees to pay the activation fee required by the Services Agreement.
8. The County and the TDA mutually desire to ensure that the TDA will recoup the activation fee via the revenue sharing arrangement provided for in the Services Agreement.
9. The Parties have entered into this MOU to memorialize their respective rights, responsibilities, and understandings.

NOW, THEREFORE, for and in consideration of the above recitals, and the understandings of the Parties set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
Responsibilities of the Parties

During the term of this MOU, and subject to the conditions and terms contained herein, the County agrees as follows:

1.1. Upon approval of the Master Services Agreement and this MOU by the County, the TDA will remit to Whenever Water Sports the activation fee required by the Master Services Agreement.

1.2. The County will administer the Services Agreement to the extent of its obligations as Customer in the Services Agreement.

1.3. The County will remit to the TDA, within thirty (30) days of receipt from Whenever Water Sports, the revenue share payments received from Whenever Water Sports, until the TDA receives a total sum equal to the activation fee paid by the TDA.

1.4. After the TDA recoups its payment of the activation fee required by the Services Agreement, the TDA and the County agree to negotiate in good faith to determine the allocation of the revenue share payments from Whenever Water Sports thereafter.

ARTICLE 2
Miscellaneous

1.1. Amendments: This MOU may be amended at any time by mutual written instrument signed by both Parties.

1.2. Invalidity or Unenforceability of Particular Provisions: The invalidity or unenforceability of any particular provision of this MOU shall not affect the other provisions. This MOU shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

1.3. No Third-Party Rights: Except as otherwise specifically provided herein, this MOU shall not be construed as creating or giving any rights to any third parties or any persons other than the Parties hereto.

1.4. Binding Effect: This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns.

1.5. Access to Records: The Parties agree, upon reasonable notice, to provide one another with access to and the right to examine such books and records of the other as may reasonably be required for purposes of: (i) ensuring compliance with this MOU, and (ii) accounting, and audits.

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

1.7. Exclusive Venue: Exclusive venue for any action, whether in law or equity, shall be in Craven County, North Carolina, or such other location as mutually agreeable to the Parties.

1.8. Notices: Notices or communications required or permitted to be given under this MOU shall be given to the respective Party's by hand, nationally recognized courier service or by registered or certified mail (said notice being deemed given as of the date of receipt) at the following addresses:

To the County:

Craven County
Attn: Jack B. Veit, III, County Manager
406 Craven Street
New Bern, NC 28560

To the TDA:

Craven County Tourism Development Authority
Attn: Melissa Riggle, Executive Director
316 S. Front Street
New Bern, NC 28560

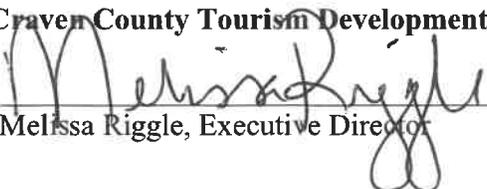
A Party may change the address for such notice by giving written notice of such change of address to the other Party.

IN WITNESS WHEREOF, the County and the TDA have each caused this instrument to be signed by a duly authorized officer or representative with the authority of their respective governing boards, effective the day and year first above written.

Craven County

By: _____
Jack B. Veit, III County Manager

Craven County Tourism Development Authority

By: 
Melissa Riggle, Executive Director

DEPARTMENTAL MATTERS:

11. Recreation and Parks: Mark Seymour

C. Craven County Parks Update

Recreation and Parks Director, Mark Seymour, will provide a PowerPoint presentation and update the Board on Craven County Parks.

Board Action: Receive information

12. APPOINTMENTS

A. Pending:

Craven Aging Planning Board (NC Senior Tar Heel Rep; 60+/Client Rep)
Craven County Clean Sweep Committee (2 Vacancies)
Juvenile Crime Prevention Council (Under 21)
Volunteer Agricultural District

B. Current:

Adult Care Home Advisory Committee

- Breth Powers received necessary State certification and seeks appointment to fill the seat vacated by Carmel George for health reasons **(Application Attached)**

Emergency Medical Services Advisory Council

- Nathan Awalt seeks appointment to the seat vacated by Bill Smith, as recommended (EMS Provider-Private/Friendly Medical Transport) **(Application & Recommendation Attached)**
- Lydia Monette seeks appointment to fill the seat vacated by C.J. Hill, as recommended (EMS Provider/Cove City Rescue) **(Application & Recommendation Attached)**
- Tony Fischer seeks reappointment (Emergency Medical Dispatch/Havelock Communications)

Fire Tax Commissioners Board

- Chad Braxton seeks appointment to fill a vacancy due to the recent passing of Board Member Allen Gaskins (TWP 1/Vanceboro Fire) **(Application Attached)**

Juvenile Crime Prevention Council

- Marisa Byer seeks reappointment (At-Large)

C. Upcoming:

None at this time.

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

Mrs. Breth Howerin Powers

Craven County | Generated 1/23/2026 @ 2:38 pm by OnBoardGOV - Powered by ClerkBase

Status

Name Mrs. Breth Howerin Powers
Application Date 5/27/2024
Expiration Date 5/27/2026
Board Member **Breth Howerin Powers**
Status Validated

Board	Vacancies	Status
Adult Care Home Advisory Committee	9	Pending

Basic Information

Name
Mrs. Breth Howerin Powers

Please list any other Boards or Commissions on which you currently serve?
N/A

Please tell us about yourself and why you are interested in serving on a board or commission?
Before moving to New Bern, I worked in both for profit and not-for-profit long-term care. I have experience both professionally and personally with elder care and long-term care.

Business and/or Civic Experience/Involvement
Public Radio East, Easter Seals, Cypress Glen Retirement Community, Tar River Manor, National Spinning Company. Past Board member Creative Living Center (adult day care), and the Health Care Administration Advisory Board Curriculum.

What is your gender?
Female

What is your ethnic origin?
White

What is your Commissioner's District?
4

Highest Education Level
Associates Degree

Contact Information

Address
120 7th St
New Bern, NC 28560

Yes, I am a resident
No

Ward/District

Email
bhpowers@hotmail.com

Phone
252561689

Cell Phone
2525616898

Occupation

Employer
Retired from Public Radio East in 2022

Occupation
Membership/Fundraising

Job Title
Development Coordinator

Registrations/Certifications
Notary

Generated 1/23/2026 @ 2:38 pm

BRETH HOWERIN POWERS

Post Office Box 12103, New Bern, NC 28561 • 252.561.6898 • bhpowers@hotmail.com

Strengths

Skilled, energetic business professional with versatile customer service, problem solving, and organizational skills.

Excellence in customer service (internal and external) challenges with enthusiasm and innovative solutions.

Ability to increase efficiency, customer/employee satisfaction and revenues.

Experience working in not-for-profit broadcasting, mental health, and long term care health administration.

Skilled in Allegiance database, MS Office, and other financial applications/systems.

Key Skills

- Customer Service
- Organization and Procedure
- Fund Raising
- Database Management
- Accounts Payable/Receivable
- Time Management
- Expense Reduction
- Staff Training
- Multi-tasking

Experience

Public Radio East New Bern, North Carolina WTEB

2016 to 2022

Development Coordinator, 2021 to 2022

Membership Coordinator, 2020 to 2021

Data Entry Clerk, 2016 to 2019

Excelled in increasing responsibilities and challenges during my term at the station. Quickly took over the responsibilities of the Development Director, including banking applications, sustainer follow-up, and donor outreach, along with the daily credit cards and EFT payments.

Results:

Integral part of the PAYA onboarding for credit cards and EFT payments.

Established membership contact protocols: immediate email thanks for larger gifts, specific thank you package for new

members, and personal notes of thanks for larger donors.

Reduced the "Issue" file from over 100 to 0 of member complaints, requests, and inquiries.

Timely follow-up of lapsed sustaining accounts resulting in significant revenue increases. As of 8/31/22, only twenty

sustaining accounts were in arrears out of a total of 2400 members.

Developed "Drive Up" mailings during COVID for the volunteers.

Protocols for daily and monthly payments/updates, reporting, and pledge drive preparations.
Increased Membership revenue by 9.87% in 2020, and 4.19% in 2021.

Easter Seals UCP North Carolina and Virginia

2005 to 2016

Program Assistant, 2007 to 2016

Administrative Assistant, 2005 to 2007

Excelled in increasing responsibilities and challenges, learned five provider billing systems, implemented reporting and billing procedures, trained staff, and increased collections of accounts.

Results:

Developed staff training programs to improve billing, collections, accounts payable and data reporting.

Implemented training sessions, manuals and workshops on procedures, organizational skills, and time management.

Decreased office expenditures by implementing centralized ordering of materials and services.

I became certified to CPR, First Aid and Bloodborne Pathogens to staff, to reduce training costs.

Recovered over \$270,000 in accounts that were past due and in jeopardy of write off.

The AR aging decreased and continued at a better level.

Prior Positions:

Investigator with an area law firm

Concierge service for seniors

Director of Communications at Cypress Glen Retirement Community.

Additional details available upon request.

Education

Specialized Training:

Allegiance Fund Raising software user for over five years, with on-site instruction.

Marketron Traffic software (program logs and accounting functions) user for over five years

Phone-Based Customer Service

Advanced Excel

Notary for North Carolina

Linkedin Learning Paths in Customer Service, Time Management, and Organization

Associate Degrees:

Human Resource Management and Business Administration GPA 3.85 of 4.

Summary of Qualifications: Result oriented with excellent analytical, organizational, and critical thinking skills. I am dependable, thorough, and experienced in providing top notch results and in providing excellent internal and external customer service.

Nathan Awalt

Craven County | Generated 10/22/2025 @ 11:51 am by OnBoardGOV - Powered by ClerkBase

Status

Name Nathan Awalt
Application Date 10/22/2025
Expiration Date 10/22/2027
Board Member [Nathan Awalt](#)
Status Validated

Board	Vacancies	Status
Emergency Medical Services Advisory Council	2	Pending

Basic Information

Name
Nathan Awalt
Please tell us about yourself and why you are interested in serving on a board or commission?
Represent Private EMS Provider

Contact Information

Address
205 Simmons Street
New Bern, NC 28560
Yes, I am a resident
Yes
Ward/District
Email
nawalt@friendlymedicaltransport.com
Phone
2528083400
Cell Phone
2528085757

Occupation

Employer
Friendly Medical Transportation
Occupation
Paramedic
Job Title
COO
Registrations/Certifications
North Carolina Paramedic
Certification

What is your gender?

Male

What is your ethnic origin?

White

What is your Commissioner's District?

I don't know

Highest Education Level

Associates Degree

Generated 10/22/2025 @ 11:51 am

FW: [External] Friendly Representative reassignment

From Patti McDaniel <pmcdaniel@cravencountync.gov>
Date Thu 1/22/2026 8:31 AM
To Abigail Wilson <awilson@cravencountync.gov>

Here you go!

Have a great day

Patti

From: Bill Smith <bsmith@friendlymedicaltransport.com>
Sent: Monday, September 29, 2025 12:01 PM
To: Patti McDaniel <pmcdaniel@cravencountync.gov>
Cc: Nate <nawalt@friendlymedicaltransport.com>; bsmith@friendlymedicaltransport.com
Subject: [External] Friendly Representative reassignment

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Patti,

Nathan Awalt will be assuming the role of the primary representative for Friendly Medical Transportation in all Craven County EMS meetings (Advisory and Peer Review).

His contact information is below:

Nathan Awalt
nawalt@friendlymedicaltransport.com
Cell- 252-808-5757

Please send Nathan the necessary forms for official reassignment. I may, at his request, fill-in in his absence, but Nathan will be the official representative.

Thanks for all your assistance during this transition. I will remain the New Bern Office Manager for local concerns or questions.

Bill Smith
New Bern Manager
Friendly Medical Transportation
bsmith@friendlymedicaltransport.com
Dispatch and Office: 252-808-3400
Main fax for all transports: 252-808-3403
New Bern only fax: 252-631-1036
Cell: 252-617-7813

February 16, 2026

Chief Lydia Parker Monette

Craven County | Generated 1/21/2026 @ 8:55 pm by OnBoardGOV - Powered by ClerkBase

Status

Name Chief Lydia Parker Monette
Application Date 1/21/2026
Expiration Date 1/21/2028
Board Member [Lydia Parker Monette](#)
Status Validated

Board	Vacancies	Status
Emergency Medical Services Advisory Council	2	Pending

Basic Information

Name
Chief Lydia Parker Monette

Please list any other Boards or Commissions on which you currently serve?
Town of Cove City

Please tell us about yourself and why you are interested in serving on a board or commission?
I am the Chief of Cove City EMS Inc.

Contact Information

Address
123 B Street
Cove City, NC 28523

Yes, I am a resident
Yes

Ward/District
2

Email
lap_net_moma@yahoo.com

Cell Phone
2526706170

Occupation

Employer
Cove City EMS Inc.

Job Title
Chief

Professional Licenses
EMT-B

What is your gender?

Female

What is your ethnic origin?

White

What is your Commissioner's District?

2

Highest Education Level

Associates Degree

Generated 1/21/2026 @ 8:55 pm

FW: [External] Leadership updates CC ems council

From Patti McDaniel <pmcdaniel@cravencountync.gov>

Date Thu 1/22/2026 8:03 AM

To Abigail Wilson <awilson@cravencountync.gov>

Good Morning

This is email received from the out going Chief of Cove City EMS. Last night at the EMS Advisory Council recommended the approval of Lydia Monette replacing Charlie Hill.

Thanks

Patti

From: Charlie Hill <chill4j@gmail.com>

Sent: Tuesday, January 6, 2026 10:43 PM

To: Patti McDaniel <pmcdaniel@cravencountync.gov>; Ira Whitford <iwhitford@cravencountync.gov>

Cc: Lydia Monette <lap_net_moma@yahoo.com>

Subject: [External] Leadership updates CC ems council

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Tonight we held our business meeting and final elections. Lydia Monette, EMT-B, was elected Chief. Brian Mullins will now serve as Assistant Chief (same paid supervisor role, new title). I will be serving as President of the Board.

Lydia's phone number is (252) 670-6170, and her email is cc'd above. She will take my place on the EMS Council while she is Chief, effective January 1, 2026.

I have truly appreciated working with both of you and value everything I have learned through our collaboration. I enjoyed getting to know you better and contributing to county policy in general. I look forward to continuing to work with you in my new role as needed. I will also remain an active volunteer member.

Please let us know if you have any questions.

Sincerely,

C.J. Hill, BSN, RN, CCRN, AEMT
Chief-Cove City EMS Inc.

Status

Name Chad Elliott Braxton
Application Date 1/25/2026
Expiration Date 1/25/2028
Board Member [Chad Elliott Braxton](#)
Status Validated

Board	Vacancies	Status
Fire Tax Commissioners Board	1	Pending

Basic Information

Name
Chad Elliott Braxton

Please list any other Boards or Commissions on which you currently serve?
Mayor of Vanceboro Craven County Parks and Recreation Vanceboro Fire Department Board of Directors Vanceboro Medical Board of Directors

Please tell us about yourself and why you are interested in serving on a board or commission?
I am interested in serving on the Craven County Fire Tax Commissioners Board as an opportunity to better serve our community. I value responsible stewardship of public resources and understand the importance of strong, well-funded fire protection for the safety of our residents. I would be honored to contribute my time and perspective in support of this vital service.

Business and/or Civic Experience/Involvement
Owner of Kite's Supermarket, Vanceboro Masonic Lodge, Past Master of Vanceboro Masonic Lodge, Scottish Rite, Sudan Shriners

What is your gender?
Male

What is your ethnic origin?
White

What is your Commissioner's District?
1

Highest Education Level
High School or GED

Contact Information

Address
404 First Ave
Vanceboro, NC 28586

Yes, I am a resident
Yes

Ward/District
1

Email
chadb@vanceboronc.com

Cell Phone
[252-229-8861](tel:252-229-8861)

Occupation

Employer
Kite's Supermarket

Occupation
Business Owner

13. COUNTY ATTORNEY'S REPORT: Arey Grady

**A. Initial Offer to Purchase Real Property – 1428 Lincoln Street
(City of New Bern) – Parcel Number 8-013-055**

The County has received an offer in the amount of \$4,250.00 for this real property, which was acquired jointly with the City of New Bern through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$2,558.19. The tax value of this property is \$8,500.00. Attached are copies of the Offer to Purchase, Foreclosure Deed, GIS information, and proposed resolution approving the offer and authorizing the upset bid process.

Note that this property is jointly owned with the City of New Bern, which has already approved this initial offer.

Should the Board of Commissioners approve this transaction, the proposed resolution should be adopted, which will in turn authorize advertisement for upset bids. Once the upset bid process is concluded, this transaction will be brought back before the Board of Commissioners for final approval.

Board Action: Adopt resolution approving transaction and authorizing upset bid process for Parcel Number 8-013-055.

CRAVEN COUNTY

RESOLUTION ACCEPTING OFFER TO PURCHASE

SUBJECT TO UPSET BIDS

WHEREAS, Craven County and the City of New Bern own certain real property identified as Tax Parcel Number 8-013-055 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County and the City of New Bern in deed recorded in Book 3394, Page 641 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County and the City of New Bern have received an Offer to Purchase the Real Property, a copy of said offer being attached hereto and incorporated herein by reference; and,

WHEREAS, the City of New Bern has previously approved said offer: and,

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

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

1. The Craven County Board of Commissioners hereby authorizes the initiation of the upset bid process for the Real Property by advertising notice of the offer to purchase in accordance with the provisions of North Carolina General Statute §160A-269.
2. The County Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County Attorney are authorized to take all actions necessary to accomplish the transactions contemplated by this Resolution.

ADOPTED THIS _____ DAY OF FEBRUARY, 2026.

(County Seal)

DENNIS K. BUCHER, Chairman, Craven County
Board of Commissioners

ABIGAIL G. WILSON, Clerk to the Craven County
Board of Commissioners

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Gerard Dixon and Ebonie Taylor-Dixon, as Buyer, hereby offers to purchase and CRAVEN COUNTY and the CITY OF NEW BERN, 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 in or near the City of New Bern, Craven County, North Carolina, being known as and more particularly described as:

Street Address: 1428 Lincoln Street

Subdivision Name:

Tax Parcel ID No.: 8-013-055

Plat Reference: Lot 72 Larksville

Being all of that property more particularly described in Deed Book 3394, Page 0641 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$4,250.00 and shall be paid as follows:

(a) \$220.00, EARNEST MONEY DEPOSIT with this offer by [X] cash [] bank check [] certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$4,030.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

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

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

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

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

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

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

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

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

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

7. EVIDENCE OF TITLE: Not Applicable.

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

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

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

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

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

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

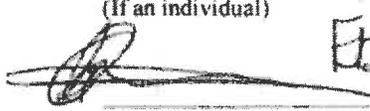
12. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.): None.

Buyer Initials GD ET Seller Initials _____

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

BUYER:

(If an individual)

 Ebonie Taylor-Dixon
(SEAL)

Name: Gerard Dixon & Ebonie Taylor-Dixon

Date: 10/20/2025

Address: 2105 High School Drive
New Bern, NC 28560

Phone: 252-514-7471
higherlove86@gmail.com

(If a business entity)

By: _____ (SEAL)

Its: _____

Date: _____

Address: _____

Phone: _____

SELLER

CRAVEN COUNTY

By: _____ (SEAL)

Its: _____

Date: _____

CITY OF NEW BERN

By: _____ (SEAL)

Its: _____

Date: _____

Buyer Initials GD ET Seller Initials _____

Not
X

Workflow No. 0000144101-0001



Image ID: 000002503416 Type: CRP
Recorded: 10/29/2015 at 02:31:57 PM
Fee Amt: \$32.00 Page 1 of 4
Revenue Tax: \$6.00
Workflow# 0000144101-0001
Craven, NC
Sherril B. Richard Register of Deeds
BK **3394** PG **641**

NORTH CAROLINA

COMMISSIONER'S DEED

CRAVEN COUNTY

Revenue Stamps: \$6.00
Parcel # 8-013-055

THIS **COMMISSIONER'S DEED**, made and executed this 28th day of October, 2015, by and between **JIMMIE B. HICKS, JR., Commissioner**, pursuant to a judgment of the General Court of Justice, Craven County, North Carolina in an action entitled "Craven County, Plaintiff v. OLIVIA JOHNSON, Defendant.", Grantor. to **Craven County and the City of New Bern** whose mailing addresses are: 406 Craven St., New Bern, NC 28560 and 300 Pollock St., New Bern, NC 28560, respectively, collectively as Grantee.

WITNESSETH:

WHEREAS, said JIMMIE B. HICKS, JR., Commissioner, being empowered and directed by a judgment in the said action, did, on the 15th day of October, 2015, after due advertisement according to law, and as directed by said judgment, expose the land hereinafter described to public sale at the door of the Craven County Courthouse, where and when **Craven County and the City of New Bern** became the highest bidder for said land at the public sale in the sum of \$2,558.19;

WHEREAS, on the 15th day of October, 2015, JIMMIE B. HICKS, JR., Commissioner, reported to the Court that **Craven County and the City of New Bern** was the highest bidder for said land in the amount of \$2,558.19;

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



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

WHEREAS, on the 27th day of October, 2015, JIMMIE B. HICKS, JR., Commissioner was ordered by judgment of said Court to execute a deed in fee simple to Grantee;

NOW THEREFORE, in consideration of the premises, the said JIMMIE B. HICKS, JR., Commissioner, as aforesaid, does hereby grant, bargain, sell, and convey to Grantee all of that certain tracts or parcels of land lying and being situated in the City of New Bern, Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

Lot Number Seventy Two in Larksville, near New Bern, N.C. For better description see Plot recorded in Office of Register of Deeds for Craven County in Book 153, Page 300; same being part of Lot No. 1 as shown in Report and Plat of Commissioners recorded in said Office of Register of Deeds in Book 137, Page 555 and conveyed to Walter Duffy and Kate O. Duffy, his wife, by deed dated May 18, 1904 and recorded in the office of aforesaid Register of Deeds in Book 150, Page 262. And being the same lot or parcel of land conveyed to Mary A. Jones by Walter Duffy and wife, Kate O. Duffy by deed dated May 8, 1907; said deed being recorded in Book 176 at page 352, Office of the Register of Deeds for Craven County.

This property is also commonly referred to by its tax parcel identification numbers which are 8-013-055. A description of the property is recorded in Book 631, Page 406 of the Craven County Registry.

This property is not the Grantor's primary residence.

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances thereto belonging to the said Grantor, in fee simple forever, in as full and ample



manner as said JIMMIE B. HICKS, JR., Commissioner, as aforesaid, is authorized and empowered to convey same.

Regarding Parcel ID 8-013-055 the title conveyed by this Commissioner's Deed is held pursuant to N.C. Gen. Stat. § 105-376, with Craven County having \$1,583.54 in taxes, interest, penalties, fees and costs associated with this matter and the City of New Bern having \$974.65 in taxes, interest, penalties, fees and costs associated with this matter, all of which constitute a first and prior lien as of the date of the sale. Upon subsequent sale of this parcel, the proceeds will be distributed between Craven County and the City of New Bern pursuant to N.C. Gen. Stat. § 105-376

IN WITNESS WHEREOF, the said JIMMIE B. HICKS, JR., Commissioner, hath hereunto set his hand and seal the day and year first above written.



(SEAL)

JIMMIE B. HICKS, JR., COMMISSIONER



STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

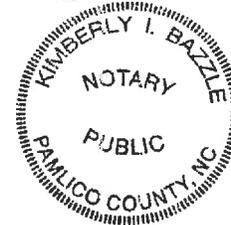
I, Kimberly L. Bazzle, a Notary Public of the County of Pamlico State of North Carolina, do hereby certify that **JIMMIE B. HICKS, JR., Commissioner**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 28 day of October, 2015.

My Commission Expires:

9-25-18


NOTARY PUBLIC



SERVER: \\sbs\dms\000002503419\0001.DOC \

PRINT

Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 1/19/2026 at 3:47:24 PM

PARCEL ID : 8-013 -055

Owner :	CRAVEN COUNTY & NEW BERN-CITY		
Mailing Address :	406 CRAVEN ST NEW BERN, NC 28560		
Address of Property :	1428 LINCOLN ST		
Subdivision :			
Property Description :	LOT 72 LARKSVILLE		
Assessed Acreage :	0.114		
Deed Book Page :	3394 0641	Deed Recording Date :	10 29 2015
Land Value :	\$8,500	Recorded Survey :	
Total Improvement(s) Value :	\$0	Life Estate Deed :	
Total Assessed Value :	\$8,500	Estate File Year-E-Folder :	
Number of Improvements:	0	Tax Exempt :	Yes
City Name :	NEW BERN	Fire Tax District :	
Drainage District :		Lot Dimension :	
Special District :		Land Use :	VACANT - RESIDENTIAL TRACT

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
10/29/2015 3394-0641	ALLEN, MARY	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$3,000

Buildings or improvements where not found on this parcel.



Craven County GIS

1 inch = 155 feet

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on January 19, 2026 at 3:44:54 PM
February 16, 2026



13. COUNTY ATTORNEY’S REPORT: Arey Grady

**B. Initial Offer to Purchase Real Property – 615 First Avenue
(City of New Bern) – Parcel Number 8-012-205**

The County has received an offer in the amount of \$2700.00 for this real property, which was acquired jointly with the City of New Bern through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$388.96. The tax value of this property is \$5,400.00. Attached are copies of the Offer to Purchase, Foreclosure Deed, GIS information, and proposed resolution approving the offer and authorizing the upset bid process.

Note that this property is jointly owned with the City of New Bern, which has already approved this initial offer.

Should the Board of Commissioners approve this transaction, the proposed resolution should be adopted, which will in turn authorize advertisement for upset bids. Once the upset bid process is concluded, this transaction will be brought back before the Board of Commissioners for final approval.

Board Action: Adopt resolution approving transaction and authorizing upset bid process for Parcel Number 8-012-205.

CRAVEN COUNTY

RESOLUTION ACCEPTING OFFER TO PURCHASE

SUBJECT TO UPSET BIDS

WHEREAS, Craven County and the City of New Bern own certain real property identified as Tax Parcel Number 8-012-205 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County and the City of New Bern in deed recorded in Book 2082, Page 584 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County and the City of New Bern have received an Offer to Purchase the Real Property, a copy of said offer being attached hereto and incorporated herein by reference; and,

WHEREAS, the City of New Bern has previously approved said offer: and,

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

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

1. The Craven County Board of Commissioners hereby authorizes the initiation of the upset bid process for the Real Property by advertising notice of the offer to purchase in accordance with the provisions of North Carolina General Statute §160A-269.
2. The County Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County Attorney are authorized to take all actions necessary to accomplish the transactions contemplated by this Resolution.

ADOPTED THIS _____ DAY OF FEBRUARY, 2026.

(County Seal)

DENNIS K. BUCHER, Chairman, Craven County
Board of Commissioners

ABIGAIL G. WILSON, Clerk to the Craven County
Board of Commissioners

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Arleather Bryant, as Buyer, hereby offers to purchase and CRAVEN COUNTY and the CITY OF NEW BERN, 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 in or near the City of New Bern, Craven County, North Carolina, being known as and more particularly described as:

Street Address: 615 First Avenue

Subdivision Name:

Tax Parcel ID No.: 8-012-205

Plat Reference:

Being all of that property more particularly described in Deed Book 2082, Page 0584 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 2,700.00 and shall be paid as follows:

(a) \$ 135.00, EARNEST MONEY DEPOSIT with this offer by [X] cash [] bank check [] certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 2,565.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

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

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

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

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

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

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

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

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

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

7. EVIDENCE OF TITLE: Not Applicable.

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

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

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

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

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

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

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

Buyer Initials A.B. Seller Initials

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

BUYER:

(If an individual)

Arleather Bryant (SEAL)

Name: Arleather Bryant

Date: 12/29/2025

Address: 613 First Avenue
New Bern, NC 28560

Phone: 980-258-9845

leathabryant@gmail.com

(If a business entity)

By: _____ (SEAL)

Its: _____

Date: _____

Address: _____

Phone: _____

SELLER

CRAVEN COUNTY

By: _____ (SEAL)

Its: _____

Date: _____

CITY OF NEW BERN

By: _____ (SEAL)

Its: _____

Date: _____

Buyer Initials A.B. Seller Initials _____

Craven NC - Document Stamp
Becky Thompson, Register of Deeds
Date 08/20/2003 Time 12:14:30 1 of 3 Pgs
No: 2003-00074874
Book 2082 Page 584
Fee Amt : 20.00
Excise Tax: .00

PREPARED BY: MICHAEL SCOTT DAVIS
PARCEL NO. 8-012-205

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

COMMISSIONER'S DEED

THIS DEED, made this 20th day of August, 2003, by MICHAEL SCOTT DAVIS, Commissioner, to the CITY OF NEW BERN, a municipal corporation, of Post Office Box 1129, New Bern, North Carolina 28563, and CRAVEN COUNTY, a municipal corporation, of 406 Craven Street, New Bern, North Carolina 28563;

WITNESSETH:

THAT WHEREAS, Michael Scott Davis was appointed Commissioner under an order of the District Court of Craven County, North Carolina, in the tax foreclosure proceeding *City of New Bern v. Bennie F. Thompson, Jr., et al.*, File No. 01-CVD-1119; and Michael Scott Davis was directed by the order, as Commissioner, to sell the property hereinafter described at public sale after due advertisement according to law; and

WHEREAS, Michael Scott Davis, Commissioner, did on May 23, 2002, offer the land hereinafter described at a public sale at the Craven County Courthouse door, in New Bern, and the City of New Bern and Craven County became the last and highest bidders for said land for the sum of \$388.96; that no upset or increased bid has been made within the time allowed by

WARD AND DAVIS, LLP
ATTORNEYS AT LAW
PO DRAWER 1428
NEW BERN, NC 28563

Work Flow No: 9999-00156709

law, and the sale has been confirmed, and Michael Scott Davis, Commissioner, has been ordered to execute a deed to the City of New Bern.

NOW, THEREFORE, in consideration of the premises and the sum of \$388.96, the receipt of which is hereby acknowledged, Michael Scott Davis, Commissioner, does, by these presents, hereby bargain, sell, grant, and convey to the City of New Bern, its successors and assigns, a seventy-nine percent (79%) undivided interest, and to Craven County, its successors and assigns, a twenty-one percent (21%) undivided interest, in and to that certain property situated in Craven County, North Carolina, and described as follows:

In the City of New Bern, Number Eight Township, bounded and described as follows:

Situate on the west side of First Avenue between Bay and Elma Streets, being Lot Number 52 according to the plan of West End as shown and described on the map or plan of the City of New Bern, and being Number 25 First Avenue according to the old postal enumeration of dwellings in the said City of New Bern, being one of the lots or parcels of land conveyed and described in the deed from Craven County and the City of New Bern to I. H. Smith, dated February 7, 1944, and recorded in Book 372 at Page 105 in the Office of the Register of Deeds of Craven County, to which reference is hereby made. Bearing the current postal enumeration for the City of New Bern of 615 First Avenue.

TO HAVE AND TO HOLD the aforesaid tract of land to the City of New Bern and to Craven County, their successors and assigns, forever in as full and ample manner as Michael Scott Davis, Commissioner, is authorized and empowered to convey the same.

IN WITNESS WHEREOF, Michael Scott Davis, Commissioner, has hereunto set his hand and seal the day and year first above written.



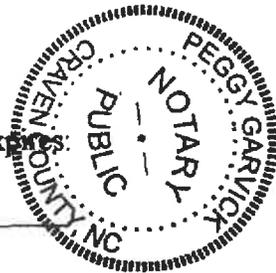
(SEAL)
MICHAEL SCOTT DAVIS, Commissioner

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Peggy Garvick, Notary Public for said county and state, do hereby certify that MICHAEL SCOTT DAVIS, Commissioner, personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal this 20th day of August, 2003.



[Signature]
Notary Public

My Commission Expires:

10/08/05

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

The foregoing notary certificate is certified to be correct. This instrument was presented for registration on this day and hour, and duly recorded in the Office of the Register of Deeds of Craven County, North Carolina in Book 2082 at Page 584.

This the 20 day of August, 20 03, at 12:14 o'clock p.m.

Bucky Thompson
Register of Deeds

By Charlene Stazer
Assistant Register of Deeds

PRINT

Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 1/22/2026 at 4:09:26 PM

PARCEL ID : 8-012 -205

Owner :	NEW BERN-CITY OF & CRAVEN COUNTY		
Mailing Address :	PO BOX 1129 NEW BERN, NC 28563		
Address of Property :	615 FIRST AVE		
Subdivision :			
Property Description :	615 FIRST AVE; LOT 52 WEST END		
Assessed Acreage :	0.067		
Deed Book Page :	2082 0584	Deed Recording Date :	8 20 2003
Land Value :	\$5,400	Recorded Survey :	
Total Improvement(s) Value :	\$0	Life Estate Deed :	
Total Assessed Value :	\$5,400	Estate File Year-E-Folder :	
Number of Improvements:	0	Tax Exempt :	Yes
City Name :	NEW BERN	Fire Tax District :	
Drainage District :		Lot Dimension :	
Special District :		Land Use :	VACANT - RESIDENTIAL TRACT

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
8/6/2004 2082-0584	THOMPSON, BENNIE F	NEW BERN-CITY OF & CRAVEN COUNTY	STRAIGHT TRANSFER	\$0
8/20/2003 2082-0584	THOMPSON, BENNIE F	NEW BERN-CITY OF & CRAVEN COUNTY	STRAIGHT TRANSFER	\$0

Buildings or improvements where not found on this parcel.

13. COUNTY ATTORNEY'S REPORT: Arey Grady

**C. Initial Offer to Purchase Real Property – 1205 Mechanic Street
(City of New Bern) – Parcel Number 8-014-318**

The County has received an offer in the amount of \$3,000.00 for this real property, which was acquired jointly with the City of New Bern through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$4,555.58. The tax value of this property is \$6,000.00. Attached are copies of the Offer to Purchase, Foreclosure Deed, GIS information, and proposed resolution approving the offer and authorizing the upset bid process.

Note that this property is jointly owned with the City of New Bern, which has already approved this initial offer.

Should the Board of Commissioners approve this transaction, the proposed resolution should be adopted, which will in turn authorize advertisement for upset bids. Once the upset bid process is concluded, this transaction will be brought back before the Board of Commissioners for final approval.

Board Action: Adopt resolution approving transaction and authorizing upset bid process for Parcel Number 8-014-318.

CRAVEN COUNTY

RESOLUTION ACCEPTING OFFER TO PURCHASE

SUBJECT TO UPSET BIDS

WHEREAS, Craven County and the City of New Bern own certain real property identified as Tax Parcel Number 8-014-318 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County and the City of New Bern in deed recorded in Book 3594, Page 1302 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County and the City of New Bern have received an Offer to Purchase the Real Property, a copy of said offer being attached hereto and incorporated herein by reference; and,

WHEREAS, the City of New Bern has previously approved said offer: and,

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

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

1. The Craven County Board of Commissioners hereby authorizes the initiation of the upset bid process for the Real Property by advertising notice of the offer to purchase in accordance with the provisions of North Carolina General Statute §160A-269.
2. The County Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County Attorney are authorized to take all actions necessary to accomplish the transactions contemplated by this Resolution.

ADOPTED THIS _____ DAY OF FEBRUARY, 2026.

(County Seal)

DENNIS K. BUCHER, Chairman, Craven County
Board of Commissioners

ABIGAIL G. WILSON, Clerk to the Craven County
Board of Commissioners

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

AGAPE D. ADAMS, as Buyer, hereby offers to purchase and CRAVEN COUNTY and the CITY OF NEW BERN, 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 in or near the City of New Bern, Craven County, North Carolina, being known as and more particularly described as:

Street Address: 1205 MECHANIC STREET

Subdivision Name: _____

Tax Parcel ID No.: B-014 - 318

Plat Reference: 22185

Being all of that property more particularly described in Deed Book 3594, Page 1302 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 3000 and shall be paid as follows:

(a) \$ 160, EARNEST MONEY DEPOSIT with this offer by cash bank check certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 2840, BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

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

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

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

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

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

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

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

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

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

7. EVIDENCE OF TITLE: Not Applicable.

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

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

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

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

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

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

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

Buyer Initials A. A. Seller Initials _____

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

BUYER:

SELLER

(If an individual)

CRAVEN COUNTY

AGAPE D. ADAMS (SEAL)

By: _____ (SEAL)

Name: AGAPE D. ADAMS

Its: _____

Date: 11.7.2025

Date: _____

Address: 108 ROSEGARTEN COURT

NEW BERN, NC 28562

Phone: 252.617.2367

(If a business entity)

CITY OF NEW BERN

By: _____ (SEAL)

By: _____ (SEAL)

Its: _____

Its: _____

Date: _____

Date: _____

Address: _____

Phone: _____

Buyer Initials A. A. Seller Initials _____

WJZ

Doc No: 10047473
Recorded: 12/09/2019, 10:04:16 AM
Fee Amt: \$36.00 Page 1 of 2
Revenue Tax: \$10.00
CRAVEN County, North Carolina
Sherril B. Richard Register of Deeds
Bk 3594 Pg 1302

✓Prepared by: Zacchaeus Legal Services

Revenue Stamps \$10.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

ID# 8 014 318

This deed, made this 18th day of November, 2019, by MARK D. BARDILL, Commissioner, to the County of Craven and the City of New Bern, P.O. Box 1128, New Bern, North Carolina 28563.

WITNESSETH:

That whereas the said MARK D. BARDILL was appointed Commissioner under an order of the District Court, in the tax foreclosure proceeding entitled Craven County versus The Heirs, Assigns and Devisees of John Hardin a/k/a John Harden a/k/a John Harding and spouse, if any, which may include The Heirs, Assigns and Devisees of John T. Harden and spouse, if any, The Heirs, Assigns and Devisees of William H. Harden and spouse, if any, The Heirs, Assigns and Devisees of Helen M. Hargett and spouse, if any, The Heirs, Assigns and Devisees of Eddie Mills and spouse, if any, William Mills and spouse, if any, Roy A. Foster, III and spouse, if any, The Heirs, Assigns and Devisees of Joseph Harden and spouse, if any, The Heirs, Assigns and Devisees of Benjamin D. Harding and spouse, if any, Hezekiah Harden and spouse, if any, and City of New Bern, et al, File No. 06-CVD-2262; and said MARK D. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK D. BARDILL, Commissioner, did on the 11th day of October, 2019, offer the land hereinafter described at a public sale at the Craven County Courthouse door, in New Bern, North Carolina, and then and there the said County of Craven and the City of New Bern became the last and highest bidder for said land for the sum of \$4,555.58; and no upset or increased bid having been made within the time allowed by law, and said sale having been confirmed by said Court, and said MARK D. BARDILL, Commissioner, having been ordered to execute a deed to said purchaser upon payment of the purchase money;

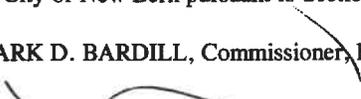
Now, therefore, for and in consideration of the premises and the sum of \$4,555.58, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said County of Craven and the City of New Bern, and their successors, heirs and assigns that certain parcel or tract of land, situated in Number 8 Township, Craven County, North Carolina, and described as follows:

A certain lot of land in the City of New Bern, Township No. 8, Craven County, State of North Carolina bounded as follows, viz:
Being Lot #185 in the plan of Mechanicsville, a plat of which is recorded in Deed Book 116, Page 530, Craven County Registry.
Subject to restrictive covenants and easements of record.
Parcel Number: 8 014 318

To have and to hold the aforesaid tract of land, to the said County of Craven and the City of New Bern, and their successors, heirs and assigns forever, in as full and ample manner as said MARK D. BARDILL, Commissioner as aforesaid, is authorized and empowered to convey the same.

The title conveyed by this Commissioner's Deed is held pursuant to 105-376, with the County of Craven having disbursed \$2,281.05 and the City of New Bern having disbursed \$761.78 in reimbursable costs, that taxes, interest and penalties due the County of Craven which constitute a 1st and prior lien as of the date of sale total \$920.73, that taxes, interest and penalties due the City of New Bern which constitute a 1st and prior lien as of the date of sale total \$628.02. Upon subsequent sale of the property, the proceeds will be distributed between the County of Craven and the City of New Bern pursuant to Section 105-376.

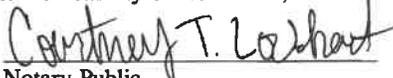
In witness whereof, the said MARK D. BARDILL, Commissioner, hath hereunto set his hand and seal.


(SEAL)
MARK D. BARDILL, Commissioner

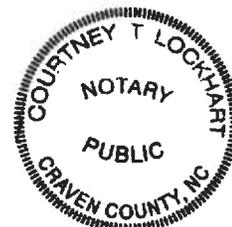
NORTH CAROLINA
CRAVEN COUNTY

I, Courtney T Lockhart of said County, do hereby certify that MARK D. BARDILL, Commissioner, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and official seal this the 18th day of November, 2019.


Notary Public

My commission expires: 01/07/2024



Doc No: 10047473
Bk 3594 Pg 1303

PRINT

Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 1/30/2026 at 4:02:19 PM

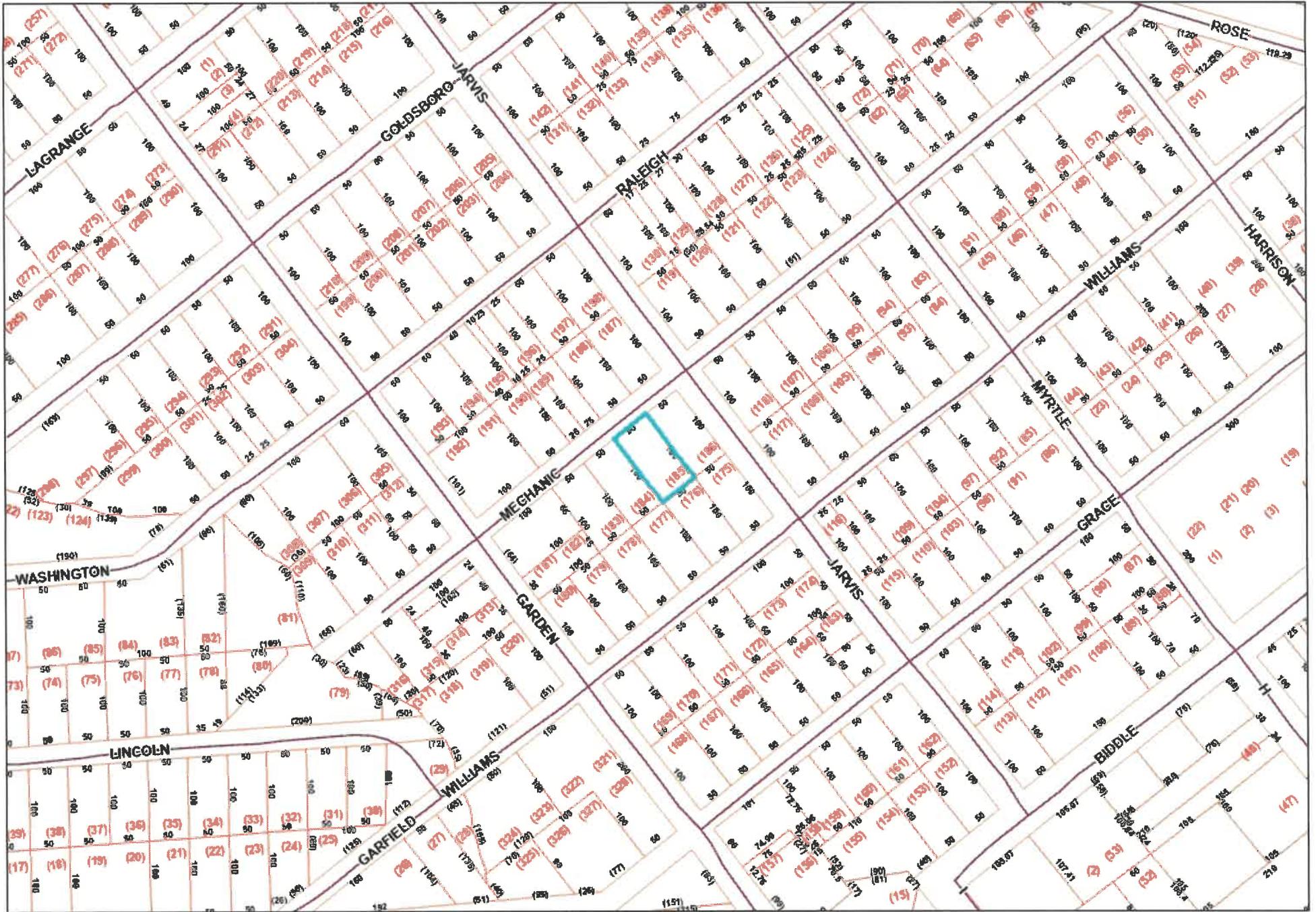
PARCEL ID : 8-014 -318

Owner :	CRAVEN COUNTY & NEW BERN-CITY		
Mailing Address :	406 CRAVEN ST NEW BERN, NC 28560		
Address of Property :			
Subdivision :			
Property Description :	1205 MECHANIC 185		
Assessed Acreage :	0.118		
Deed Book Page :	3594 1302	Deed Recording Date :	12 9 2019
Land Value :	\$6,000	Recorded Survey :	
Total Improvement(s) Value :	\$0	Life Estate Deed :	
Total Assessed Value :	\$6,000	Estate File Year-E-Folder :	
Number of Improvements:	0	Tax Exempt :	Yes
City Name :	NEW BERN	Fire Tax District :	
Drainage District :		Lot Dimension :	
Special District :		Land Use :	VACANT - RESIDENTIAL TRACT

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
12/9/2019 3594-1302	HARDING, JOHN HRS	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$5,000

Buildings or improvements where not found on this parcel.



Craven County GIS

Craven County GIS February 16, 2026 Information shown on this map and should be used ONLY for tax assessment purposes. Printed on January 30, 2026 at 3:56:29 PM

1 inch = 155 feet
Page 233 of 237



14. PETITIONS OF CITIZENS – GENERAL TOPICS

Comments directly pertaining to policies or issues which are under the statutory or administrative authority of the Board shall be made during a general comment period occurring at the end of each regularly scheduled meeting. Comments during this period shall be limited to those comments directly pertaining to issues which are under the statutory or administrative authority of the Board.

Each speaker must address the Board as a whole (and not any individual Commissioner, County staff member or the audience) from the lectern and shall begin his or her remarks by giving his or her name and address and the topic about which they intend to speak. Each speaker will have three (3) minutes to make remarks, as measured by a timer operated by County staff. A speaker may not yield any of his or her time to another speaker.

Speakers must be courteous in their language and presentation and must abide by generally accepted standards of decorum. Speakers shall not make the same or repetitive comments, whether during a particular comment period or over the course of multiple comment periods. Speakers shall not attack or insult any person or group of people, and speakers shall not give belligerent or hostile comments during any comment period.

Board Action: Receive information

15. COUNTY MANAGER'S REPORT: Jack Veit

16. COMMISSIONERS' REPORTS

17. CLOSED SESSION

The Board will be requested to enter into closed session, to pursuant to N.C.G.S. 143-318.11(A)(1)(7) To protect confidential or privileged information related to ongoing criminal investigations (SEE N.C.G.S. 132-1.4(A)).