

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MONDAY MAY 18, 2020
8:30 A.M.**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

1. CONSENT AGENDA
 - A. Minutes of May 4, 2020 Regular Session
 - B. Tax Releases and Refunds
 - C. WIC Budget Amendment
 - D. National Foster Care Month Proclamation
 - E. Request to set a Public Hearing on June 1, 2020 for the Purpose of Receiving Input on the FY 2020-2021 Budget
2. JUVENILE CRIME PREVENTION COUNCIL BUDGET PRESENTATION:
Jennifer Dacey, Chair

DEPARTMENTAL MATTERS

3. SOCIAL SERVICES – CHILD SUPPORT ENFORCEMENT SERVICES
CONTRACT-ONE YEAR EXTENSION: Geoffrey Marett, DSS Director
4. CARTS – RURAL STATE OPERATING (RSO) PERIOD OF PERFORMANCE
EXTENSION REQUEST: Kelly Walker, CARTS Director
5. ECONOMIC DEVELOPMENT – RESPONSES TO RFQ FOR
ENGINEERING/CONSTRUCTION MANAGEMENT SERVICES FOR
INDUSTRIAL PARK: Jeff Wood, Economic Development Director
6. AIRPORT – CARES ACT AIRPORT RELIEF FUNDING: Andrew Shorter, Airport
Director
7. PLANNING: Landin Holland, Holland Consulting Planners; Don Baumgardner,
Planning Director; Patrick Baker, Natural Resource Conservationist II
 - A. Pamlico Sound Regional Hazard Mitigation Plan Resolution
 - B. Hazard Mitigation Grant Program
 - C. Request to Set Public Hearing for Amendments to the Flood Damage
Prevention Ordinance
 - D. Emergency Watershed Protection Program (EWP) Survey Services

8. SOLID WASTE – BUDGET AMENDMENT: Steven Aster, Solid Waste Director
9. EMERGENCY SERVICES – BUDGET AMENDMENT: Stanley Kite, Emergency Services Director
10. HEALTH – UPDATED/NEW FEE REQUESTS: Scott Harrelson, Health Director
11. FINANCE – RETIREE HEALTH INSURANCE BUDGET AMENDMENT: Craig Warren, Finance Director
12. APPOINTMENTS
13. COUNTY ATTORNEY'S REPORT: Arey Grady
14. COUNTY MANAGER'S REPORT – FY 20-21 BUDGET PRESENTATION: Jack Veit
15. COMMISSIONERS' REPORTS
16. CLOSED SESSION
17. RECESS TO RECONVENE WEDNESDAY, MAY 22, 2020 AT 8:30 A.M.

Agenda Date: May 18, 2020

Presenter: _____

Agenda Item No. 1

Board Action Required or Considered: Yes

CONSENT AGENDA

A. MINUTES OF MAY 4, 2020 REGULAR SESSION

The Board will be requested to approve the minutes of May 4, 2020 regular session, as shown in Attachment #1.A.

B. TAX RELEASES AND REFUNDS

The Board will be requested to approve the tax releases and refunds shown in Attachment #1.B.

C. WIC BUDGET AMENDMENT

WIC has received additional one-time WIC special funding in the amount of \$4,119.45. The purpose of the funding is to make our program more accessible to the patients. The amount of \$3,901.00 must be spent by May 31, 2020 and the remainder must be spent by September 30, 2020. Immediate purchase will include three laptops and six cameras for those wishing to do their WIC visits online over the phone/computer. Remainder of funds will cover mobile broadband services.

The Board will be requested to approve the budget amendment, shown in Attachment #1.C.

D. NATIONAL FOSTER CARE MONTH PROCLAMATION

The Board will be requested to adopt the proclamation, shown in Attachment #1.D., recognizing the month of May 2020 as National Foster Care Month in Craven County.

E. REQUEST TO SET PUBLIC HEARING

The Board will be requested to set a Public Hearing on June 1, 2020 at 7:00 p.m. for the purpose of receiving input on the FY 2020-2021 Budget.

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

Agenda Date: May 18, 2020

Presenter: Jennifer Dacey

Agenda Item No. 2

Board Action Required or Considered: Yes

JUVENILE CRIME PREVENTION COUNCIL BUDGET PRESENTATION

Mrs. Jennifer Dacey, Chair, will present the Council's recommended funding allocations for FY 20-21 for the Board's approval, as shown in Attachment #2.

Board Action: A vote to approve recommendations

Agenda Date: May 18, 2020

Presenter: Geoffrey Marett

Agenda Item No. 3

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: SOCIAL SERVICES – CHILD SUPPORT
ENFORCEMENT SERVICES CONTRACT-ONE YEAR EXTENSION**

Social Services Director, Geoffrey Marett, will request to extend the current Child Support Enforcement Services contract entered into with Maximus Human Services that will expire on June 30, 2020. This current extension is permitted as stated under item Number 3, "Effective Period" on page 1 of the original contract. This one year extension would be for the period beginning on July 1, 2020 and ending on June 30, 2021. Child Support Enforcement Services are a mandated service per NCGS 110-128 through NCGS 110-142. North Carolina Senate Law 2009-451 stated that as of July 1, 2010 that the child support enforcement program shall be administered by the Board of County Commissioners of counties. This is found in NCGS 110-141. We would request that the one year extension be accepted by the Board of Commissioners to allow Maximus Human Services to continue to administer the child support enforcement program in Craven County on behalf of the Board of County Commissioners. A copy of the contract amendment is shown in Attachment #3.

Board Action: Approve the one year contract extension

Agenda Date: May 18, 2020

Presenter: Kelly Walker

Agenda Item No. 4

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: CARTS – RURAL SITE OPERATING (RSO) PERIOD OF PERFORMANCE EXTENSION REQUEST

CARTS was approved to receive Rural State Operating (RSO) grant funding from the North Carolina Department of Transportation - Integrated Mobility Division (NCDOT-IMD) for FY2019-2020. The purpose of this project is to help fund employment related transportation for rural citizens to and/or from places of employment with a guaranteed ride home. The project would allow CARTS to obtain data regarding unmet employment transportation needs in Craven County. CARTS received the written contract for the RSO funding on February 20, 2020. The kick off date for the project was set for March 10, 2020. Schools, agencies, and businesses began to close due to COVID-19 soon after the kick off date. The period of performance for this grant ends June 30, 2020. CARTS Director, Kelly Walker, is requesting authorization to submit to the NCDOT-IMD for a period of performance extension ending June 30, 2021. This would allow CARTS to re-advertise for this project as well as reschedule outreach efforts to educate local employers and their workforce. Verification has been received that the Craven 100 Alliance (C1A) local match commitment would continue through June 30, 2021 if the period of performance extension is approved by NCDOT-IMD. A copy of the extension request is shown in Attachment #4.

Board Action: Approval to submit a period of performance extension to NCDOT-IMD for the FY2020 Rural State Operating grant

Agenda Date: May 18, 2020

Presenter: Jeff Wood

Agenda Item No. 5

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: ECONOMIC DEVELOPMENT – RESPONSES TO
RFQ FOR ENGINEERING/CONSTRUCTION MANAGEMENT SERVICES FOR
INDUSTRIAL PARK**

To complete the expansion of water and sewer in the Craven County Industrial Park, engineering services needed to be procured for design, permitting and construction management of the project. An RFQ for services was publicized with seven responses. Based upon the bid process, a review team analyzed the responses and interviewed four firms. Scores of each interview is provided in Attachment #5. As a result of the scoring, the review team recommends that the Board make the award to WithersRavenel and allow Economic Development, along with Finance, to negotiate the terms of the purchase agreement.

Board Action: Authorize Economic Development to negotiate a purchase agreement to be signed off by the County Manager.

Agenda Date: May 18, 2020

Presenter: Andrew Shorter

Agenda Item No. 6

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: AIRPORT – CARES ACT AIRPORT RELIEF FUNDING

Airport Director, Andrew Shorter, will present an FAA Grant Funding request for the Coastal Carolina Regional Airport's CARES Act airport relief funding allocation in the amount of \$14,713,820.00, to be disbursed over a period up to but not exceeding 48 months. The airport may use these funds for any purpose for which airport revenue may be lawfully used. Additionally, the CARES Act makes clear that the funds may not be used for any purpose not related to the airport. A copy of the grant agreement, as well as frequently asked questions, is shown in Attachment #6.

Board Action: Approve and sign Federal Grant

Agenda Date: May 18, 2020

Presenters: Landin Holland, Don Baumgardner,
Partick Baker

Agenda Item No. 7

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: PLANNING

A. PAMLICO SOUND REGIONAL HAZARD MITIGATION PLAN RESOLUTION

The Resolution of Adoption, shown as Attachment #7.A., relates to the Pamlico Sound Regional Hazard Mitigation Plan (RHMP). The Pamlico Sound RHMP includes Craven, Beaufort, Carteret, and Pamlico Counties, as well as all incorporated municipalities throughout the four-county region. The planning process was initiated early last year (2019), and will be completed following adoption of this resolution by the Board of Commissioners. Once adopted, it will be forwarded to FEMA for their formal certification of our five year plan.

Development of the draft document involved a series of four Hazard Mitigation Planning Committee meetings, as well as two public input meetings. The County was represented by Planning Department Staff, as well as two citizen stakeholders (Daniel Hill, Jr. & Bruce Hice). Planning Staff and Holland Planning Consultant Landin Holland, presented the County's draft strategies to the Board of Commissioners on February 17, 2020. Also attached are the mitigation strategies included in the document pertaining to Craven County. A full copy of the draft plan, as well as materials associated with the planning process can be viewed through the following web link: www.pamlicohmp.com as well as on the County Website.

Board Action: In order for Craven County's Hazard Mitigation Plan to stay in compliance allowing the county to receive post-disaster assistance and long-term recovery funds, staff and consultant request the Board of Commissioners adopt the attached resolution of support.

B. HAZARD MITIGATION GRANT PROGRAM

As you are aware, Craven County has received a Hazard Mitigation Public Assistance Grant to be used for the expedited acquisition and demolition of 6 (six) residential structures. The structures are located in repetitive loss areas of Craven County and received substantial damage from Hurricane Florence. The structures are located on Scotts Creek Drive, Howell Road and Frank Avenue.

On April 30th staff received appraisals back from A.D. Willis Appraisal Services. The values for these properties are represented as Attachment #7.B., "RESOLUTION ESTABLISHING JUST COMPENSATION FOR SELECTED REAL PROPERTY IN CRAVEN COUNTY'S HURRICANE FLORENCE HAZARD MITIGATION GRANT PROGRAM".

These properties were appraised based on their value prior to damage received from Hurricane Florence. As you will see in the attached resolution, the property located at 129 Scotts Creek Dr. was sold during the grant process and according to program guidelines we cannot pay the new owner more than what they paid for the property. If other appraisals from property owners are received, no more than a 15% adjustment can be made from the original appraisals.

Board Action: In order to move forward with the purchase of these properties under this program, the attached Resolution Establishing Just Compensation will need to be adopted by the Board allowing the Chairman the ability to sign the Resolution and County Manager, Jack Veit, III the ability to sign the offer agreements.

C. REQUEST TO SET A PUBLIC HEARING FOR AMENDMENTS TO THE FLOOD DAMAGE PREVENTION ORDINANCE

FEMA approved flood maps, as provided by the North Carolina Flood Mapping Program, are set to go into effect on June 19, 2020 for Craven County. To remain in compliance with the National Flood Insurance Program, the County is required to amend our current ordinance to reflect the newly revised State model Flood Damage Prevention Ordinance (FDPO); which regulates development within the regulatory flood zone(s). Approving the amendments, as written, within the revised Flood Damage Prevention Ordinance will coincide with the adoption of the FEMA/State approved flood maps.

Preliminary flood maps were released to the County and the public on the State website (www.ncfris.gov) for review on June 30, 2016. These maps were created using data collected from prior hurricanes such as: Emily (1993), Fran (1996), Isabelle (2003) and Ophelia (2005) and two extratropical storms of 2006 as well as 600 + computer simulated storms. Since the release of these maps the Planning Department has used many methods to raise awareness to inform the public of the proposed flood map changes such as: notification on tax bills, announcements on the County's website, public workshops/events, presentations to local organizations, outreach to each township as well as flood zone assistance via phone or in office meetings with the public.

Failure to adopt the proposed amendments within the ordinance will result in loss of flood insurance for homeowners. Federally supported funds will also potentially be lost. Loss of these funds would impact those citizens eligible for assistance through the Hazard Mitigation Program.

Attachment #7.C. contains a marked-up version and a clean version of the Flood Damage Prevention Ordinance.

Board Action: Set a public hearing for the June 1, 2020, 7:00 pm meeting to hear comments and consider adoption of the amended Flood Damage Prevention Ordinance before the June 19, 2020 deadline.

D. EMERGENCY WATERSHED PROTECTION PROGRAM (EWP) SURVEY SERVICES

On April 27th Craven County solicited qualifications seeking qualified licensed professional engineering or surveying firms to perform survey services in support of the County's Emergency Watershed Protection (EWP) Projects. On May 1st at 9 am a pre-bid conference call was held with 8 firms present. The Request for Qualifications is due back on May 12th by 4:00 pm. A bid review committee will rank all submitted qualifications and provide a recommendation to the Board of Commissioners at the meeting on May 18th. Patrick Baker, Natural Resource Conservationist II, is recommending that the Board award the contract to Vaughn & Melton. (See Attachment #7.D)

Board Action: In order to move forward with the implementation of this program, staff requests that the Board of Commissioners award the contract to Vaughn & Melton, as recommended. Once firm is selected, staff can move forward with fee negotiation for services.

Agenda Date: May 18, 2020

Presenter: Steven Aster

Agenda Item No. 8

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: SOLID WASTE – BUDGET AMENDMENT

Since the middle of February, the Solid Waste Department has seen a significant increase in volume of trash and citizens visiting our convenience sites. This has led to record setting numbers of trash and pulls from our Convenience Sites. The main categories we are receiving the increase in numbers are in the bulk waste (furniture, loose garbage, mattresses, plastic play houses), yard waste (leaf and limb from yard), and construction debris (lumber, shingles, nails, concrete, sheetrock).

The Solid Waste Department budgeted for 330 pulls (waste boxes emptied) per month for Fiscal year 19-20. In the month of April, the Solid Waste Department emptied 473 waste boxes from our Convenience Sites. The average pulls from our Convenience Sites in fiscal year 19-20 has amounted to 370 pulls per month, which is an increase of almost 10% per month for Fiscal Year 19-20. Our Convenience Sites Attendants utilize the County issued backhoes to pack the waste boxes in order to achieve maximum tonnage before calling the waste boxes to be emptied.

The funds needed to cover the shortfall will come from the Hurricane Florence FEMA revenue line. The total of \$175,000 will ensure the Solid Waste Department can continue to serve the citizens in Craven County this fiscal year.

Solid Waste Director, Steven Aster, will request that the Board approve the budget amendment shown in Attachment #8.

Board Action: Approve budget amendment to cover the remaining months of Fiscal Year 19-20.

Agenda Date: May 18, 2020

Presenter: Stanley Kite

Agenda Item No. 9

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: EMERGENCY SERVICES – BUDGET AMENDMENT

Emergency Services Director, Stanley Kite, will present the budget amendment shown in Attachment #9, requesting to cover expenses for the Emergency Shelter for the COVID 19 Pandemic. Emergency Services received a 50/50 grant from the State of North Carolina as part of the Care’s Act for supplemental money to the Emergency Management Performance Grant.

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

Agenda Date: May 18, 2020

Presenter: Scott Harrelson

Agenda Item No. 10

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: HEALTH – UPDATED/NEW FEE REQUESTS

On May 4, 2020, the Board of Commissioners approved fees for Telephone Evaluation & Management Services. NC Medicaid has recently announced that they are temporarily increasing the telephonic rate to 80% of Physician E&M comparable rates, retroactive to March 10, 2020 due to COVID-19. Additionally, we are asking for two new fees. One fee includes a stool-based test that screens for colorectal cancer for those patients who have limited access to a colonoscopy. The other is for a health risk assessment for maternal depression that is completed at the child's visit. The updated/new fee requests are shown in Attachment #10.

Board Action: Approval of updated/new fees

Agenda Date: May 18, 2020

Presenter: Craig Warren

Agenda Item No. 11

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: FINANCE – RETIREE HEALTH INSURANCE
BUDGET AMENDMENT**

Craven County has exceeded the original budget projected for the retiree health insurance benefit. Through the month of April 2020, there have been 12 retirees added that qualify for this benefit. Actuals for this line item are currently running 8.59% higher than last year. Based on this new projection, a budget amendment in the amount of \$100,000 is needed in order to cover this shortfall. (See Attachment #11)

Board Action: Approval to allocate additional funding

Agenda Date: May 18, 2020

Presenter: _____

Agenda Item No. 12

Board Action Required or Considered: Yes

APPOINTMENTS

- A. PENDING
- B. CURRENT
- C. UPCOMING

Board Action: Appointments will be effective immediately, unless otherwise specified.

A. PENDING APPOINTMENTS

- Adult Care Home Advisory Committee (vacancy)
- Nursing Home Advisory Committee (vacancy)
- Juvenile Crime Prevention Council (one mental health position)
- Recreation Advisory Committee (District 5 vacancy)
- Regional Aging Advisory Board (vacancy)
- Senior Legislative Tarheel Alternate (vacancy)
- CarolinaEast Health Board of Commissioners

B. CURRENT APPOINTMENTS

- Fire Tax Commissioners: James Hendrix, District 5, is seeking reappointment.
- Craven Community Child Protection Team: Maurice Anderson has submitted the application, shown in Attachment #12.B., seeking appointment to the Craven Community Child Protection Team.

C. UPCOMING APPOINTMENTS: TERMS EXPIRING IN JUNE

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

Agenda Date: May 18, 2020

Presenter: Arey Grady

Agenda Item No. 13

Board Action Required or Considered: Yes

**COUNTY ATTORNEY'S REPORT – INITIAL OFFER TO PURCHASE REAL
PROPERTY-TAX PARCEL 5-014-305 (No Assigned Street Address)**

County Attorney, Arey Grady, will present an Offer received by Craven County in the amount of \$3,000.00 for this property. The current tax value is \$3,600.00.

Attachment #13 contains copies of the Offer to Purchase, Deed, GIS information, and proposed resolution.

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

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

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

Agenda Date: May 18, 2020

Presenter: Jack Veit

Agenda Item No. 14

**COUNTY MANAGER'S REPORT
PRESENTATION OF THE PROPOSED FY 2020-2021 BUDGET**

County Manager, Jack Veit, will present the proposed budget for FY 2020-2021.

Board Action: Receive information

Agenda Date: May 18, 2020

Presenter: _____

Agenda Item No. 15

COMMISSIONERS' REPORTS

Agenda Date: May 18, 2020

Presenter: _____

Agenda Item No. 16

CLOSED SESSION

The Board will be requested to go into closed session pursuant to NCGS 143-318.11 (a)(3) attorney/client privilege and NCGS 143-318.11 (a)(6) to discuss a personnel matter.

Agenda Date: May 18, 2020

Presenter: _____

Agenda Item No. 17

RECESS TO CONVENE WEDNESDAY, MAY 22, 2020 AT 8:30 A.M.



1 THE BOARD OF COMMISSIONERS OF THE COUNTY OF CRAVEN MET IN
2 REGULAR SESSION IN THE COMMISSIONERS' ROOM OF THE CRAVEN
3 COUNTY ADMINISTRATION BUILDING, 406 CRAVEN STREET, NEW BERN,
4 NORTH CAROLINA, ON MONDAY, MAY 4, 2020. THE MEETING CONVENED AT
5 7:00 P.M.

6

7 MEMBERS PRESENT:

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

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16 STAFF PRESENT:

- 17 Jack B. Veit, III, County Manager
- 18 Craig Warren, Finance Director
- 19 Nan Holton, Clerk to the Board

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21 REMOTE PARTICIPATION:

- 22 Gene Hodges, Assistant County Manager
- 23 Amber Parker, Human Resources Director
- 24 Arey Grady, County Attorney
- 25 Dr. Raymond Staats, President, Craven Community College
- 26 Dr. Meghan Doyle, Superintendent, Craven County Schools
- 27 Scott Harrelson, Health Director
- 28 Don Baumgardner, Planning Director
- 29 Kelly Walker, CARTS Director
- 30 Jeff Wood, Economic Development Director

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32 Following the Pledge of Allegiance, County Attorney, Arey Grady, recited the following
33 invocation:

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35 *Gracious God,*

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37 *The men and women assembled here to serve Craven County ask you for a blessing. We*
38 *pray that through your grace they gain the vision to see clearly, the courage to act*
39 *rightly, the humility to consider all sides of issues, the love to accept disagreement,*

40 *and the faith to persevere through discouragement and adversity.*
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 42 *May they have the wisdom to see our County's fate as linked to your will.*
 43
 44 *We thank you, Lord, for the opportunity to serve and to grow in your service.*
 45 *Amen.*
 46
 47 *Based upon the opening prayer given by Reverend Grzegorz Brozonowicz the April 29,*
 48 *2009 session of the United States House of Representatives.*

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

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 53 **PETITIONS OF CITIZENS**

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 55 There were no citizens from the public who signed up to speak.

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 57 **CONSENT AGENDA**

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 59 Commissioner Liner motioned to approve the consent agenda, as presented, inclusive of the
 60 Minutes of April 20, 2020 Regular Session, Tax Releases and Refunds, Craven Animal
 61 Protective Services (Sheriff) Budget Amendment, and the National Day of Prayer Proclamation,
 62 seconded by Commissioner Sampson and approved 7-0 in a roll call vote.

63
 64 **Credits**

TAXPAYER NAME	TICKET#	YEAR
BOWMAN, KENNETH WALTER II DID NOT OWN JANUARY 1	2019-211425	\$64.84
HENRIQUES, ROBERT C & SINGER, JANE NOT TAXABLE TO CRAVEN COUNTY	2019-212208	\$35.14
MANLEY, JACK CHRISTOPHER NOT TAXABLE TO CRAVEN COUNTY	2019-209452	\$31.30
MILLER, JOHN D & KEILA CRISTINA N INCORRECT OWNER/REBILL	2019-7634	\$311.50
RYAN, TERRENCE MICHAEL MILITARY EXEMPT	2018-50830	\$14.04
SMITH, JULIETT INCORRECT OWNER/ REBILL	2020-430212	\$535.61
6 - CREDIT (S)		\$992.43

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Refund

TOMLINSON, ANN	2019-18072	\$173.60
ELDERLY OR DISABLED EXCLUSION		
	1 – REFUND	\$173.60

Sheriff's Office

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1014310-38301	\$ 50.00	1014310-43240	\$ 50.00
Don/Cont Misc Donations		Supplies-Other	
1014310-38301	\$ 50.00	1014310-43240	\$ 50.00
Don/Cont Misc Donations		Supplies-Other	
1014310-38301	\$200.00	1014310-43240	\$200.00
Don/Cont Misc Donations		Supplies-Other	
1014310-38301	\$ 50.00	1014310-43222	\$ 50.00
Misc. Donations		Supplies-Donations	
TOTAL	\$350.00	TOTAL	\$350.00

Justification: This budget amendment will reflect three citizen donations checks for the Sheriff's Animal Protective Services (CAPS) Division and one citizen donation for the K-9 program. The total of \$300.00 will cover costs associated with the CAPS Division to include animal food and medical care for rescued, recovered, and seized animals. The \$50.00 check for the K-9 program is to be used towards expenses such as dog food, supplies and medical care for the K-9 program.

PROCLAMATION
NATIONAL DAY OF PRAYER

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

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



129 WHEREAS, throughout our history, Americans have consistently turned to God for
130 guidance at pivotal moments as did President Franklin D. Roosevelt when he led the nation in
131 prayer as courageous Americans stormed the beaches of Normandy on D-Day; and
132

133 WHEREAS, in 1988, legislation setting aside the first Thursday in May of each year as a
134 national Day of Prayer was passed unanimously by both Houses of Congress and signed by
135 President Ronald Reagan; and
136

137 WHEREAS, the National Day of Prayer is an opportunity for Americans of all faiths to
138 join in united prayer to acknowledge our dependence on God, to give thanks for blessings
139 received, to request healing for wounds endured, and to ask God to guide our leaders and bring
140 wholeness to the United States and her citizenry;
141

142 NOW, THEREFORE, BE IT RESOLVED THAT THE CRAVEN COUNTY
143 BOARD OF COMMISSIONERS, does hereby proclaim Thursday, May 7, 2020 as a day of
144 prayer in all of Craven County and encourage our citizens to observe the day in ways appropriate
145 to its importance and significance.
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148 Adopted this the 4th day of May, 2020.
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150 CRAVEN COMMUNITY COLLEGE BUDGET PRESENTATION
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152 Craven Community College President, Dr. Raymond Staats, thanked the Board for their
153 leadership and presented the Board with an overview of the past year, highlighting the following
154 topics:

- 155 ❖ Major Facilities Infrastructure Projects, inclusive of the VOLT Workforce Development
156 Center and the STEM Center
- 157 ❖ Major New Programs inclusive of Aviation Management & Career Pilot Technology and
158 the Fleet Readiness Center East Apprenticeship
- 159 ❖ Enrollment Trends, stating there is uncertainty in enrollment going forward as a result of
160 COVID 19
- 161 ❖ Workforce Development Partnerships
- 162 ❖ Academic Support Center Construction Project
- 163 ❖ Completed Facility Improvements 2019-2020
- 164 ❖ IT Upgrades 2019-2020
- 165 ❖ COVID 19 transitions, with plans for a June 27th “Drive In” graduation format
- 166 ❖ Five Year Facilities Plan, with deferral of the Student Center Chiller until FY 22

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168 Dr. Staats presented the Board with the FY 2021 Proposed Budget, requesting \$4,302,300 from
169 the County.
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171 *Superintendent of Schools Dr. Meaghan Doyle’s presentation to the Board was delayed to allow*
172 *time for her budget proposal to be emailed and printed.*
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LIBRARY AGREEMENT

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

Commissioner Jones commended those that served on the transition team to develop the new inter-local agreement. Mr. Jones stated that Craven will have four seats and Pamlico will have three seats based on the number of libraries and citizens in each county.

Commissioner Liner motioned to approve the following agreement, as presented, seconded by Commissioner Mitchell and approved unanimously.

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**THE GREAT STATE OF
NORTH CAROLINA
Counties of Craven and**

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Pamlico

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**Interlocal Agreement
for the
Craven-Pamlico Regional
Library**

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

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

213 Agreement for the Craven-Pamlico Regional Library (hereinafter referred to as
214 "Agreement");
215

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

219 **WHEREAS**, recognizing the diverse communities served and the
220 specific individual needs of their residents, two governments and their libraries
221 collaboratively are committed to the education, economic development and
222 quality-of-life contributions that libraries uniquely are able to provide and;
223

224 **WHEREAS**, this collaboration provides for the most effective and
225 efficient use of local resources for the benefit of their residents and;
226

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

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

235 **I. Governments Involved**

- 236 A. Craven County
- 237 B. Pamlico County

238
239 **II. Purpose Statement**

240 This Agreement is to perpetuate excellent library and information
241 services to the residents of the areas included within the jurisdiction of the
242 aforementioned governing bodies through their collaborative and collective
243 efforts under the legal authority of N.C.G.S. §153A-270 and N.C.G.S. §160A,
244 Article 20, Part 1.
245

246 **III. Board of Trustees**

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

- 249 B. Membership.

- 250 1. There shall be 7 members of the Board of Trustees
251 providing equitable representation of each participating
252
253

254 governmental unit as follows:

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

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

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

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

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

276 5. Effective July 1, 2020, members of the former CPC
277 Regional Library Board of Trustees from the Counties of Craven
278 and Pamlico may continue to serve as Trustees for the CP
279 Regional Library under the following guidelines: members who
280 were serving an initial full four (4) year term for the CPC
281 Regional Library on June 30, 2020, shall be eligible for
282 reappointment to a second term of four (4) years at the expiration
283 of the initial term. Members serving a second term for the CPC
284 Regional Library on June 30, 2020, will be eligible to serve the
285 remainder of that term on the Board of Trustees for the CP
286 Regional Library, but will not be eligible for reappointment at the
287 completion of that term. Others appointed to fill vacant seats shall
288 be appointed for four (4) year terms as set forth in Section
289 III(B)(3) herein.
290

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

- 293 1. The Board of Trustees shall be delegated the power to adopt
294 bylaws and rules for its own governance.
- 295 2. The Board of Trustees shall be designated the power to adopt
296 policies for the Regional Library System's administration and
297 operation.
- 298 3. The Board of Trustees shall be delegated the power to select,
299 appoint, remove, determine salary and other terms of employment
300 of a Regional Library Director.
- 301 a) These actions shall require a majority vote of the
302 Board at which a quorum is present.
- 303 b) The CP Regional Library Director shall:
- 304 i. Have a valid North Carolina Public
305 Librarian Certificate issued by the North
306 Carolina Public Librarian Certification
307 Commission;
308
- 309 ii. Be the chief executive and administrative
310 officer of the CP Regional Library.
311
- 312 c) Office space for the regional administration shall
313 be provided within one of the libraries existing within the
314 CP Regional Library System.
- 315 4. The Board of Trustees shall develop and approve an
316 annual budget which shall:
- 317 a) Be administered under the same provisions as units
318 of local government (N.C.G.S. Chapter 159), with all state
319 funds administered by the CP Regional Library and
320 expended throughout the region as described in 07 NCAC
321 021.0202.
- 322 b) Be a composite of the separate budgets of each
323 county library, as recommended by the local library board
324 of trustees, with an agreed upon amount paid by each
325 county for the materials, salaries and operating expenses of
326 each library within that county, and sent to the Finance
327 Officer in monthly or quarterly payments as negotiated by
328 the Finance Officer and the local county.
- 329 c) Include a specified amount of funding for each



330 library's operating costs with gifts, special memorials,
331 endowment and trust income and appropriations for capital
332 outlay earmarked for the designated purpose and library.
333

334 d) Be approved by the governing board of the county
335 for each library situated within that county.

336 e) Any additional funds not used during a budget year
337 will become part of the operating balance of the CP
338 Regional Library, and shall not be returned to the
339 respective contributing county unless and until a
340 dissolution of the CP Regional Library occurs.

341 5. The Board of Trustees shall be delegated the power to
342 appoint a Regional Finance Officer or firm who shall:

343 a) Ensure expenditure of funds consistent with the
344 budget adopted by the Board;

345 b) Report directly to the CP Regional Library Director
346 and be in attendance at all meetings of the Board of
347 Trustees.
348

349 6. The Board of Trustees shall be delegated the power to
350 assure compliance with all applicable State and Federal laws and
351 eligibility for the receipt of State and Federal funds.

352 7. The Board of Trustees shall be delegated the power to
353 make recommendations to the governing units concerning the
354 construction and improvement of the physical facilities of the
355 libraries within the region: however, construction and facility
356 maintenance shall be a responsibility of the local governing unit
357 unless the Regional Board negotiates and approves a collaborative
358 effort.

359 8. The Board of Trustees shall make regular reports related to
360 services and operations to each governing body, and in no event
361 less than annually, as conveyed by approved reports of the
362 Regional Library Director.

363 9. The Board of Trustees shall obtain an annual independent
364 audit of Regional Library accounts consistent with generally
365 accepted accounting principles, and submit a copy of this audit to
366 the State Library of North Carolina as well as to both county
367 finance offices.



368

369

IV. Terms of Property Ownership

370

371

372

A. A major benefit of regional cooperation is that scarce resources may be shared among the various county residents without wasteful duplication; however, certain ownership restrictions shall apply.

373

374

375

1. All buildings, grounds, and other facilities of each local library shall remain the property of the respective county in which it sits.

376

377

378

379

2. All books, technology, or other resources paid for with local funds shall remain the property of the respective county which supplied the funds.

380

381

382

383

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

384

V. Insurance Coverage and Indemnification

385

A. Insurance Coverage

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389

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

390

391

392

393

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

394

B. Indemnification

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404

The CP Regional Library shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, board member, or employee against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with

405 respect to any matter as to which he or she shall have been
406 finally adjudicated in any proceeding not to have acted in good
407 faith in the reasonable belief that such action was in the best
408 interests of the CP Regional Library; and further provided that any
409 compromise or settlement payment shall be approved by a
410 majority vote of a quorum of Trustees who are not at that time
411 parties to the proceeding.

412
413 **VI. Provisions for Amendment**

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

417
418 B. Recommendations for amendments shall be forwarded to each of
419 the county governments in writing with a thirty-day period for
420 consideration given. At the next regular meeting of the county boards of
421 commissioners after this thirty-day period, the amendments shall be voted
422 on by those bodies.

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

426 **VII. Provisions for Withdrawal**

427 A. A member proposing to withdraw from the CP Regional Library
428 System shall give written notice on or before July 1 to the CP Regional
429 Library Board of Trustees, the other participating governmental unit and
430 the State Library of North Carolina. The withdrawal shall be effective
431 June 30 of the following year. Any such withdrawal will result in a
432 dissolution of the CP Regional Library.

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

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

440

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

460 E. The distribution of properties and resources jointly owned shall be
461 accomplished by a committee composed of representatives from each
462 governmental unit, the current CP Regional Library Director, and a
463 representative from the State Library of North Carolina.
464

465 VIII. Review and Termination

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

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

476 C. At the end of the ten-year agreement period, the CP Regional
477 Library Board shall review the Agreement, recommend any
478 modifications, and submit it for review and renewal to each of the local
479 governmental units which shall review, suggest modifications, and vote to
480 extend or decline to renew the Agreement.
481



482 D. The Agreement may be terminated if reasonable cause is
 483 presented in writing by a local governmental unit to the other member of
 484 the CP Regional Library, the CP Regional Library Board of Trustees, and
 485 the State Library of North Carolina. The effective date of termination
 486 will be memorialized by a joint written rescission of the Agreement to be
 487 executed by both Craven County and Pamlico County. In the event the
 488 counties cannot reach a mutual decision to terminate, both counties retain
 489 the right to withdraw pursuant to the terms of Section VII herein.
 490

491 E. If the agreement terminates, and no successor agreement is to be
 492 executed, the CP Regional Library System shall be dissolved, and joint
 493 assets distributed as described in Section VII herein.
 494
 495

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

497 **IN WITNESS WHEREOF**, this Agreement has been executed by the principal
 498 official of the governing board of each party hereto, pursuant to authority of each
 499 respective board of commissioners.
 500

501
 502 **DEPARTMENTAL MATTERS: HEALTH**
 503

504 *New Fees Related to Covid-19*
 505

506 Health Director, Scott Harrelson, reported that telemedicine and virtual care have quickly
 507 become important tools in caring for patients while keeping staff safe as the COVID-19
 508 pandemic quickly evolves. With the emergence of the virus, there is an urgency to expand the
 509 use of technology to help people who need routine care, and keep vulnerable patients and
 510 patients with mild symptoms in their homes while maintaining access to the care they need.
 511 Limiting community spread of the virus, as well as limiting the exposure to other patients and
 512 staff members will slow viral spread. He stated that the following new billing codes need to be
 513 approved in order to be reimbursed for providing this new type of service.
 514

1	<u>New Fee Recommendation</u>
	<u>Description:</u> 99441 Telephone Evaluation & Management Services (5 - 10 minutes)
	<u>Current Fee:</u> 0 <u>Proposed Fee:</u> \$14.00
	<u>Recommended Effective Date:</u> 3/10/2020
	<u>Reason / Justification:</u> During COVID-19 staff (FNP, MD, PA, CNM) will use telephone evaluation and management services for established patients and routine follow up (5 to 10 minutes).
	<u>Reimbursement Rates</u>
	Medicaid: \$12.48
	BCBS: \$13.22



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Commissioner Liner motioned to approve the new fees, as recommended, seconded by Commissioner Bucher and approved unanimously.

Additional State Funding Related to Covid -19 Budget Amendment

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

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

Health/BT/Admin/Family Planning

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1015012-33301	\$98,592.00	1015012-43240	\$12,675.00
State Grant		Other Supplies	
		1015012-44000	\$ 4,000.00
		Contract Services	
		1015012-44050	\$ 8,479.00
		Contract Employees	
		1015012-43112	\$73,438.00
		Cost Allocation-Health Depts	
JOURNAL ENTRY			
1015012-43112	\$73,438.00	1015010-43112	\$ 14,438.00
Cost Allocation-Health Depts		Cost Allocation-Health Depts	
		1015040-43112	\$ 9,000.00
		Cost Allocation-Health Depts	
		1015080-43112	\$ 45,000.00
		Cost Allocation-Health Depts	
		1015071-43112	\$ 5,000.00
		Cost Allocation-Health Depts	
TOTAL	\$172,030.00	TOTAL	\$172,030.00



570 *Additional Federal Funding Related to Covid-19 Budget Amendment*

571
 572 Mr. Harrelson presented the following budget amendment, showing that additional federal
 573 funding has been received from Health Resources & Service Administration (HRSA) in the
 574 amount of \$57,573 to provide one-time funding to support preventing, preparing for, and
 575 responding to Coronavirus Disease 2019 (COVID-19).

576
 577 He stated that funding will be used to cover a portion of full-time salaries in administration, as
 578 well as contract providers (Theresa Davis, PA & Stephanie Reid, FNP), who are directly
 579 working to prevent, prepare and respond to COVID-19. Remaining funds will be used to
 580 purchase some janitorial supplies, pay for courier service for sending COVID-19 tests to the state
 581 lab and much needed PPE supplies.

582
 583 Commissioner Mitchell motioned to approve the budget amendment, as recommended, seconded
 584 by Commissioner McCabe and approved 7-0 in a roll call vote.

585
 586 *Health Adult Primary Care*

587

588	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
589				
590	1015100-33113	\$57,573.00	1015100-42000	\$ 1,650.00
591	FQHC		Postage	
592			1015100-43207	\$ 473.00
593			Janitorial Supplies	
594			1015100-43208	\$10,400.00
595			Medical Supplies	
596			1015100-44050	\$28,050.00
597			Contract Employees	
598			1015100-43112	\$17,000.00
599			Cost Allocation-Health Depts	
600				
601	JOURNAL ENTRY			
602	1015100-43112	\$17,000.00	1015010-43112	\$17,000.00
603	Cost Allocation-Health Depts		Cost Allocation-Health Depts	
604				
605	TOTAL	\$74,573.00	TOTAL	\$74,573.00

606
 607 *Additional Funding for Hospice Budget Amendment*

608
 609 Mr. Harrelson reported that Hospice census continues to remain over 30 patients. Month ending
 610 March 31, 2020 showed a year-to-date profit of \$21,000. This only accounts for eight months of
 611 revenues with nine months of expenses. He presented the following budget amendment,
 612 requesting additional funding to cover two part-time employees and a contract clinician, as well
 613 as additional operating expenses such as fuel, prescription drugs and medical supplies for
 614 patients, and funding in contractual services line in order to close out FY20.

615



616 Commissioner Sampson motioned to approve the budget amendment, as presented, seconded by
617 Commissioner Mitchell and approved 7-0 in a roll call vote.

618

619 *Health/Hospice*

620

621	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
622				
623	1015090-34800	\$71,500.00	1015090-41004	\$12,500.00
624	Medicare Hospice		Part-time salaries	
625			1015090-41524	\$17,000.00
626			Contract Clinician	
627			1015090-43111	\$ 2,000.00
628			Gasoline	
629			1015090-43205	\$15,000.00
630			Prescription Drugs	
631			1015090-43208	\$10,000.00
632			Medical Supplies	
633			1015090-44000	\$15,000.00
634			Contract Services	
635				
636	TOTAL	\$71,500.00	TOTAL	\$71,500.00

637

638 At this time, Mr. Harrelson briefed the Board on the current COVID information, stating there
639 were four active cases, which involved a group of people that work out of the county, and the
640 Health Department is working with those employers. Overall, he reported that Craven County’s
641 active cases are declining.

642

643 **CRAVEN COMMUNITY COLLEGE BUDGET PRESENTATION**

644

645 Each Board member was provided with a copy of the Craven County Schools FY2021 Budget
646 Proposal and Superintendent Doyle proceeded with her presentation.

647

648 Dr. Doyle reported on the following topics:

- 649 ❖ FY 2020 Celebrations remarking that 100% of the students and staff are utilizing distance
650 learning as a result of COVID 19
- 651 ❖ Vision and Mission
- 652 ❖ Goals and Measures inclusive of 100% of schools to be designated as with a School
653 Performance Grade of A or B; reducing teacher turnover rate to below the state rate;
654 Developing, monitoring, maintaining, and improving curriculum, instruction, and
655 assessments systems; lead and model civic engagement; and model a high performing
656 organizational culture
- 657 ❖ Budget challenges related to declining enrollment creating smaller schools and the cost of
658 operating smaller schools
- 659 ❖ Additional challenges inclusive of: the impact of COVID 19, unknown state budget
660 allotments, increases in benefits cost for the retirement system and healthcare, and the
661 loss of Impact Aid revenue



- 662 ❖ Budget priorities
- 663 ❖ FY 2021 considerations
- 664 ❖ Revenue adjustments
- 665 ❖ Expense adjustments
- 666 ❖ Capital Outlay

667
 668 The Craven County FY2021 Proposed School Budget is requesting County funds in the amount
 669 of \$21,964,991.00, which is the same as the FY20 budget allotment.

670
 671 Dr. Doyle fielded questions regarding teacher turnover rates, a Capital 1 Project over \$100,000,
 672 the number of school nurses, the lack of internet service for many of the students, and the plans
 673 for identifying the potential learning gaps when the students return to the classroom.

674
 675 All of the Commissioners personally thanked Dr. Doyle and the nutritional, transportation
 676 workers, and teachers for the magnitude of positive efforts extended to continue educating and
 677 feeding the students during this crisis.

678
 679 **DEPARTMENTAL MATTERS: PLANNING – REQUEST FOR ADDITION TO STATE**
 680 **MAINTAINED SECONDARY ROAD SYSTEM (NETTIES DRIVE)**

681
 682 Planning Director, Don Baumgardner, requested that the Board approve a road addition
 683 resolution, allowing Netties Drive (approximately .3 miles) to be turned over to the State of
 684 North Carolina for maintenance. The resolution, if approved, will be forwarded to NCDOT for
 685 their final consideration and acceptance of the road to the State Maintenance System.

686
 687 Commissioner McCabe motioned to approve the following standard SR2 Road Addition
 688 Resolution, as requested, seconded by Commissioner Mitchell and approved unanimously.

689
 690 **NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION**
 691 **DIVISION OF HIGHWAYS**
 692 **REQUEST FOR ADDITION TO STATE MAINTAINED SECONDARY ROAD SYSTEM**

693
 694
 695 North Carolina
 696 County of Craven

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

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

701
 702 WHEREAS, the Board of County Commissioners is of the opinion that the above described road
 703 should be added to the Secondary Road System, if the road meets minimum standards and criteria
 704 established by the Division of Highways of the Department of Transportation for the addition of
 705 roads to the system.

706

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

710
711 **CERTIFICATE**

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

714
715 WITNESS my hand and official seal on this the 4th day of May, 2020.

716
717 **DEPARTMENTAL MATTERS: CARTS – FY2020 5311 CARES ACT APPLICATION**
718 **TO NCDOT**

719
720 CARTS Director, Kelly Walker, reported that the North Carolina Department of Transportation –
721 Integrated Mobility Division (NCDOT-IMD) opened applications for FY2020 5311 (rural)
722 Coronavirus Aid, Relief, and Economic Security (CARES) Act funding on April 24 with a
723 period of performance of January 20, 2020 to June 30, 2022. The amount allocated to systems
724 was formula based using the FY2020 5311 Community Transportation Program (CTP) grant
725 allocation. The amount allocated to CARTS is \$388,428.

726
727 She stated that all operating expenses eligible under Section 5311 for all recipients in rural areas
728 that are incurred on or after January 20, 2020 are eligible for CARES Act funding.
729 This funding is eligible for 100% Federal reimbursement and is on top of the regular 5311
730 grants. Per the FTA and NCDOT, these funds are not for replacement of lost revenue, but are in
731 place to assist transit systems with covering eligible expenses less any fares or other income
732 received. For the 5311 funds, CARTS is required to submit an accelerated application through
733 NCDOT-IMD no later than May 15, 2020. NCDOT-IMD has removed the public hearing
734 requirement; however, FTA requires the public be informed regarding the allocation and projects
735 that will be funded by CARES Act.

736
737 CARTS would like to continue to use the FY2020 5311 CTP funds as they are already
738 programed at the approved reimbursement rate of 85% (80% federal and 5% state). CARTS
739 would like to use the FY2020 5311 CARES Act funding for expenses allowed by the FTA but
740 not normally allowed in the 5311 CTP. Rural operations account for 60% of the CARTS
741 expenses and that percentage has been accounted for in the proposed budget numbers for this
742 grant application. Operational expenses not normally allowed in the 5311 Grant or allowed at
743 50% reimbursement are payroll expenses for the dispatcher and driving staff, fuel, vehicle
744 repairs and preventive maintenance. Additional operating expenses CARTS would like to
745 include in this grant application is funding for the purchase of lift guards, sneeze shields,
746 additional PPE and cleaning related supplies, and enhanced rural service.

747
748 Ms. Walker added that route enhancements on the rural side have not been fully developed due
749 to the quick timeline of this application. CARTS would like to provide transportation service to
750 the rural areas of Craven County in a more frequent manner during hours to meet some
751 outstanding unmet transportation needs. This would complement the rural service we currently
752 provide.

753
754 Ms. Walker requested permission to proceed with submitting a FY2020 5311 CARES Act
755 funding application to NCDOT-IMD in the amount of \$388,428.
756

757 Commissioner Mitchell motioned to authorize CARTS to proceed with the FY2020 CARES Act
758 Application, as requested, seconded by Commissioner Sampson and approved unanimously.
759

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

761
762 Economic Development Director, Jeff Wood, reported that due to the amount of activity in the
763 Industrial Park and recent investments in infrastructure, a private developer would like to
764 purchase 6 acres of property within the park to mimic the shell building development the Craven
765 100 Alliance executed last year. The developer, Bayfront Development, would like to purchase
766 the property at the market rate price of \$20,000 per acre. Their plan would be after a period of
767 due diligence is to invest \$1 million dollars to construct a 20,000 square foot shell building,
768 expandable to 40,000 square foot. Bayfront has provided a letter of interest and a supporting
769 documentation from a financial institution that they have the capacity to execute this size of a
770 development. This type of development is needed in the park and in Craven County.
771 Warehouse/industrial space is limited.
772

773 Commissioner Mitchell motioned to allow the County Manager to enter into a contract with Bay
774 Front Development to begin the process for sale of property at the Industrial Park.
775 Commissioner Liner seconded the motion which was approved unanimously.
776

777 **DEPARTMENTAL MATTERS: FINANCE**

778
779 *Audit Services Proposals*
780

781 Finance Director, Craig Warren, reported that the Finance Department issued a request for
782 proposals (RFP) on March 10, 2020 to seven accounting firms identified by the Local
783 Government Commission as firms that perform audit services in eastern NC. Those firms were:
784 RSM US, LLP, Cherry Bekaert, LLP, Martin Starnes, & Associates, Thompson, Price, Scott,
785 Adams, & Co, Elliot Davis PLLC, Dixon Hughes Goodman, LLP, and Clifton, Larson, Allen,
786 LLP. The RFP was also posted on the County's website. The proposals were for no less than
787 three years on the basis of an annual negotiation after the completion of the first year's contract
788 beginning with Fiscal Year 2019-2020.
789

790 Proposals from the following two firms:

- 791
792 1. RSM US, LLP
793 2. Thompson, Price, Scott, Adams & Co., P.A.
794

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



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Mr. Warren responded to inquiries about the estimated hours quoted by the firms and reported that RSM has been doing the County’s audit since the 1980’s.

Commissioner Liner motioned to award the audit contract to Thompson, Price, Scott, Adams & Company, as recommended, seconded by Commissioner Mitchell and approved unanimously.

Resolution Designating Agents for Public Assistance Application

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

Commissioner Sampson motioned to adopt the resolution authorizing the Finance Director and County Manager to act on its behalf, seconded by Commissioner Mitchell and approved unanimously.

APPOINTMENTS

Pending Appointments

Chairman Mark reviewed the following pending appointments:

- Adult Care Home Advisory Committee
- Nursing Home Advisory Committee
- Juvenile Crime Prevention Council
- Recreation Advisory Committee
- Regional Aging Advisory Board
- Senior Legislative Tarheel Alternate

Current Appointments

Craven Community Child Protection Team

Commissioner Mitchell nominated Steve Garity for appointment to the Craven Community Child Protection Team. There being no additional nominations, Mr. Garity was appointed by acclamation.



845 *Emergency Medical Services Advisory Council*

846
847 Commissioner Jones motioned to reappoint Jonathan Stephens to the EMS Advisory Board.
848 There being no additional nominations, Mr. Stephens was reappointed by acclamation.
849

850 *CarolinaEast Health System*

851
852 Chairman Mark indicated he was awaiting a letter from CarolinaEast regarding their
853 appointments.
854

855 *Nursing Home Advisory Board*

856
857 Commissioner Mitchell motioned to reappoint Peter Geisler to the Nursing Home Advisory
858 Board. There being no additional nominations, Mr. Geisler was reappointed by acclamation.
859

860 *Craven Aging Planning Board*

861
862 Commissioner Liner motioned to reappoint Carolyn Bland to the Craven Aging Planning Board.
863 There being no additional nominations, Ms. Bland was reappointed by acclamation.
864

865 **COUNTY ATTORNEY’S REPORT – INITIAL OFFER TO PURCHASE REAL**
866 **PROPERTY – TAX PARCEL 9-046-115 (No Assigned Street Address)**
867

868 County Attorney, Arey Grady, presented an offer received by Craven County in the amount of
869 \$1,300.00 for this property, which was acquired through a tax foreclosure. The total taxes and
870 costs that were foreclosed on were \$2,344.21. The current tax value is \$4,730.00.
871

872 Should the County accept this offer, then the property will then be advertised for upset bids in
873 accordance with the General Statutes. Once no further upset bids are timely received, the
874 County may accept or reject the final offer.
875

876 Commissioner Liner motioned to adopt the following resolution accepting the initial offer and to
877 advertise for upset bids, seconded by Commissioner Mitchell and approved unanimously.
878 (Commissioner McCabe left the room from 8:46 p.m.-8:52 p.m. and was absent from the vote)
879

880 **CRAVEN COUNTY**

881 **RESOLUTION**

882 THAT WHEREAS, Craven County has received an Offer to Purchase a parcel of
883 property owned by it identified as Tax Parcel Number 9-046-115 and more particularly described
884 in Deed Book 3501, Page 1393 in the Craven County Registry (hereinafter the “Real Property”),
885 a copy of said offer is attached hereto as Exhibit A; and

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

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

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

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

895

896 ADOPTED THIS 4th DAY OF MAY, 2020.

897 **COUNTY MANAGER'S REPORT**

898
899 County Manager, Jack Veit, recognized Clerk Nan Holton for receiving notification that she was
900 formally designated as North Carolina Certified Clerk.

901
902 Mr. Veit reported that last Thursday, Emergency Services Director, Stanley Kite, was notified
903 that Craven County had received an Emergency Management Performance Grant in the amount
904 of \$12,000 in relation to COVID19 funding, which does require a dollar for dollar match from
905 the County. He relayed that there is a piece of equipment that has been in need for some time,
906 such as with Hurricane Florence and the Casey Hathaway search. Mr. Veit stated that Mr. Kite
907 and Mr. Whitford would like to purchase an industrial style /military grade tent to enable field
908 operations. It sleeps 100, comes with heating and air at a cost of \$24,000. He stated that his
909 belief is there would be a return of investment after just one event. Mr. Veit said it would need
910 to be brought back as a budget amendment, but he was seeking authorization to move forward
911 and accept the grant.

912
913 Commissioner Liner motioned to authorize the County to move forward and accept the grant,
914 seconded by Commissioner Mitchell and approved 7-0 in a roll call vote.

915
916 Lastly, Mr. Veit reviewed the budget work session plans, indicating that the FY20-21 Budget
917 would be presented to the Board at their regular meeting on May 18th. After having a day and a
918 half to review it in their own time, the Board would reconvene at 8:30 a.m. on May 20th, May
919 22nd, and May 26th to discuss and make decisions. Mr. Veit indicated that May 28th and 29th
920 would be reserved as optional work sessions.

921

922 **COMMISSIONERS' REPORTS**

923

924 *Commissioner McCabe* provided each Commissioner and staff with a book by Colin Powell and
925 a press release about the NACO National Legislative Conference he attended in Washington
926 D.C. in early March. Mr. McCabe also referenced the Spanish flu pandemic of 1918 and the fact
927 that we are experiencing something similar now.

928

929 *Commissioner Sampson* talked about the hard times people experience who don't have shelter
930 and are hungry. He expressed the need for everyone to help those who cannot help themselves.
931 Mr. Sampson spoke of the current virus and unavailability of tests, such that people don't know
932 if they have the virus or not.

933
934 *Commissioner Linder* thanked the community for coming together during these difficult times.
935 He expressed gratitude for the everyday people who have stepped up, sharing their time to help
936 others. Mr. Linder stated his appreciation for the people keeping it peaceful and following
937 instructions to help flatten the curve in Craven County.

938
939 *Commissioner Mitchell* also expressed gratitude for those who have gone the extra mile with a
940 smile on their face, stating this has been hard on all of us. Mrs. Mitchell encouraged people to
941 continue to use common sense, good judgement, and to practice personal vigilance based on their
942 own health situation.

943
944 *Commissioner Bucher* had no report.

945
946 *Commissioner Jones* reviewed that after the Board sent a letter to Governor Cooper requesting
947 county authority to phase out of the stay at home order, the Governor did not comply. He
948 reported that many citizens and business owners have called about being on the brink of financial
949 ruin. Mr. Jones noted that local economy continues to deteriorate due to the restrictions in place
950 and remarked on the difference between our region and areas such as Wake and Mecklenburg
951 Counties.

952
953 Mr. Jones reported that he and Chairman Mark, along with the County Manager, had reached out
954 to several surrounding counties to discuss what might be done as a region. As a result of those
955 conversations, he stated that seven or eight other counties are supportive of a regional letter. Mr.
956 Jones then read the letter that was crafted to send to Governor Cooper, indicating that if it is
957 approved, each participating County's Board Chairman would sign it.

958
959 **May 6, 2020**

960 **The Honorable Roy Cooper**
961 **North Carolina Office of the Governor**
962 **20301 Mail Service Center**
963 **Raleigh, NC 27699-0301**

964
965 **Dear Governor Cooper,**

966
967 **This letter serves to represent the desire of a group of Counties in Central Eastern North**
968 **Carolina to reopen our local County economies to avoid any further damaging effects**
969 **caused by Executive Orders 121, 135 and 138. We appreciate your leadership thus far**
970 **related to the COVID-19 pandemic. Many of the decisions you have made, saved lives and**
971 **helped flatten the curve in North Carolina. Like you, we have had to make difficult**
972 **decisions that have been challenging and have changed the lives drastically for many of our**
973 **citizens.**

974 **These orders have placed an extreme economic hardship on our local County economies.**
975 **We no longer can sit idle as these orders cause vast economic despair and irreparable harm**
976 **to our small businesses and citizens. As a region we ask that you authorize local control of**
977 **decision making in regards to a phased reopening approach to local County governments.**
978 **We know this is the best methodology to ensure that local data, metrics and expertise are**
979 **used in local decision making. We request that you repeal Executive Order 135, better**
980 **known as the “Stay at Home Order” and the subsequent phased reopening approach and**
981 **allow local County Governments to individually determine the process and timing of any**
982 **needed local restrictions.**

983
984 **Eastern North Carolina has faced significant challenges over the last four years as a result**
985 **of devastating hurricanes that have caused personal property loss and strain on our local**
986 **economies. Hurricanes Matthew, Florence and Dorian changed fundamentally how our**
987 **local economies function. Each of our counties has seen small businesses fail, citizens lose**
988 **their jobs and families struggle to make ends meet. We continue to work in partnership**
989 **with the State of North Carolina to rebuild our communities after these disasters. To this**
990 **day each of our counties is still challenged with finding normalcy in our local economies**
991 **and the massive task of achieving long term recovery. We have worked collaboratively**
992 **with the State of North Carolina, in a manner where local government input and citizen**
993 **input was valued and helped develop the direction for which we create a recovery plan.**
994 **County governments have always been a partner in these discussions and served as the**
995 **front line for local recovery initiatives. We are asking that the State of North Carolina and**
996 **County governments follow that very same process as we begin the reopening of local**
997 **County economies. County Governments have worked in unison with the State of North**
998 **Carolina just like in times of natural disaster to help flatten the curve and slow the spread**
999 **of COVID-19. Counties have served on the front line, as our public health departments**
1000 **take on the responsibility of testing, contact tracing and caring for the sick during this**
1001 **pandemic. Our local data collection and ability to interpret such is the key to**
1002 **understanding the timing of when our local economies can begin to reopen in a safe**
1003 **manner. We all recognize that certain restrictions must remain in place to ensure that our**
1004 **local counties remain focused on slowing the transmission of COVID-19, we however feel**
1005 **those restriction decisions should be made at the local county level.**

1006 **Local County Governments would continue to seek consultation with our local hospitals,**
1007 **local health authorities and state health experts to make educated decisions in regards to**
1008 **reopening. As local elected leaders we take these decisions seriously and would use all the**
1009 **tools and information available to protect our citizens and vulnerable populations and at**
1010 **the same time restore the economic health of our Counties.**

1011
1012 **We come with one voice, to defend our local businesses, industries and the overall economic**
1013 **well-being of our citizens. Our goal is simply to request local authority of decision making**
1014 **and avoid being grouped in a broad based, statewide decision making model. Our rural**
1015 **geography and low population density should not be lumped together with much larger**
1016 **urban counties that face very different challenges. We all agree that the most recent data**
1017 **clearly reflects that the curve in Central Eastern North Carolina has flattened and that our**
1018 **timing for reopening should be much sooner than other parts of North Carolina.**

1019

1020 **Our region of North Carolina is unique and our Counties very diverse, but we all agree**
1021 **that the challenges facing the Triangle, Triad, or Charlotte regions of North Carolina are**
1022 **greatly different than that of Central Eastern North Carolina. By allowing for local**
1023 **authority, you are allowing parts of North Carolina to move forward towards regaining**
1024 **losses in our economies and not hindering our long term recovery efforts not only from**
1025 **COVID-19 but the devastating hurricanes which have affected our region.**

1026
1027 **We want Eastern North Carolina to prosper again and to do so we need your help. By**
1028 **empowering county governments with decision making authority to make determinations**
1029 **locally to reopen our economies we can bring some normalcy back to our citizens.**
1030 **Additionally we request that you communicate with the local County leaders in our region**
1031 **to further address our concerns.**

1032
1033
1034 **With Regards,**

1035
1036 **Jerry Evans**
1037 **Chairman, Beaufort County Board of Commissioners**

1038
1039 **Bill Smith**
1040 **Chairman, Carteret County Board of Commissioners**

1041
1042 **Thomas Mark**
1043 **Chairman, Craven County Board of Commissioners**

1044
1045 **Frank Emory**
1046 **Chairman, Jones County Board of Commissioners**

1047
1048 **Linda Rouse Sutton**
1049 **Chairman, Lenoir County Board of Commissioners**

1050
1051 **Jack Bright**
1052 **Chairman, Onslow County Board of Commissioners**

1053
1054 **Pat Prescott**
1055 **Chairman, Pamlico County Board of Commissioners**

1056
1057 **Ray Mayo**
1058 **Chairman, Wayne County Board of Commissioners**

1059
1060 Commissioner Mitchell clarified that the concern is for our citizens who will lose their jobs as a
1061 result of small businesses going bankrupt and not having the means to maintain their homes nor
1062 feed their families.

1063
1064

1065 Commissioner Sampson expressed his concern over the many unknowns associated with the
1066 COVID 19, referencing the lack of testing, lack of social distancing being practiced, and how
1067 people in nursing homes are being treated. Mr. Sampson indicated this is a critical decision
1068 being made and we are all in this together.

1069

1070 Chairman Mark called for a motion.

1071

1072 Commissioner Mitchell motioned to approve the letter and authorize Chairman Mark to sign it;
1073 her motioned was seconded by Commissioner Liner. Commissioners Jones, Bucher, and Mark
1074 voiced Ayes in support of the letter. Commissioners Sampson and McCabe voiced Nays in
1075 opposition to the letter. The motion carried 5-2.

1076

1077 Commissioner Jones also reported that CSWARMA will be submitting their budget and rates are
1078 supposed to remain the same. In regards to the airport, he reported they were down 97% which
1079 is hard to fathom, but this past week Airport Director, Andrew Shorter, has seen an increase and
1080 is hopeful that trend will continue. Mr. Jones stated that originally the airport was to receive
1081 \$18,000,000 in funding, but due to reformulations, that amount is now \$14,000,000.

1082

1083 *Commissioner Mark* refuted a rumor that the Havelock bypass was not going to be funded. He
1084 also confirmed that the Hwy. 70 James City project will also be carried out. Mr. Mark then
1085 requested that all of the Commissioners limit themselves to attending only one convention in the
1086 new fiscal year. Finally, he thanked the county staff and all county employees for doing such a
1087 fine job in difficult times and reminded the public to continue washing their hands and
1088 maintaining social distances of six feet.

1089

1090 Commissioner McCabe expressed displeasure with only being able to attend one convention.

1091

1092 At 9:33 p.m. Commissioner Jones motioned to adjourn, seconded by Commissioner Liner and
1093 approved unanimously.

1094

Craven County

RELEASES SUBJECT TO BOARD APPROVAL ON 5/18/2020

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
CHENOWITH, THOMAS DID NOT OWN JANUARY 1	116728	2019	211445	18.93
DISBROW, HOPE KEA DID NOT OWN JANUARY 1	93115	2019	211514	1,361.03
ERSKINE, NEIL A MILITARY EXEMPT	120056	2019	211519	6.82
LEMITHE, MARYLIN INCORRECT OWNER/ REBILL	125468	2019	212467	946.15
WEATHERLY, JERROL DAVID SR NOT TAXABLE TO CRAVEN COUNTY	120576	2019	210870	57.22
5 RELEASES SUBJECT TO BOARD APPROVAL ON 5/18/2020				2,390.15

Craven County

REFUNDS SUBJECT TO BOARD APPROVAL ON 5/18/2020

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
ERSKINE, NEIL A MILITARY EXEMPT	120056	2019	211519	395.85

1 REFUNDS SUBJECT TO BOARD APPROVAL ON 5/18/2020 **395.85**



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
MARK T. BENTON • Assistant Secretary for Public Health
Division of Public Health

May 1, 2020

MEMORANDUM

TO: Lisa Mayo
Craven County WIC

FROM: *Kim Lovenduski*
Kim Lovenduski, Deputy Director
Nutrition Services Branch

\$3,901.⁰⁰ Spent by 5/31/2020 FY20
\$ 218.⁴⁵ Spent by 9/30/2020 FY21

SUBJECT: WIC Special Funding Opportunity Approval – Phase I

Thank you for submitting your FY2020 Special Funding Opportunity- Phase I Application. We are pleased to provide you with approval to purchase the following items:

QTY	ITEM	SFY	UNIT COST	Shipping, Handling, Tax	TOTAL COST
3	Dell Latitude with Windows 10 and Microsoft Office Professional 2016	2020	\$1315.00	\$229.83	\$3634.83
6	Microsoft Web Camera	2020	\$33.00	\$13.37	\$211.37
1	Mobile Broadband Service 1Month	2020	\$54.65		\$54.65
4	Mobile Broadband Service 4 Months	2021	\$54.65		\$218.60
				Total	\$4119.45

Please note:

1. If the purchase price exceeds the amount approved, you must request approval of the excess before incurring the cost and use agency funds to cover the additional costs.
2. Submit a copy of the invoice for equipment to the NC Department of Health and Human Services, Nutrition Services Branch, Attention: Karen Mason, 5601 Six Forks Road, 1914 Mail Service Center, Raleigh, NC 27699-1914, at the time you report the expenditure. The invoice should indicate the actual cost of each item including discount and sales tax and any serial or identification number.

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF PUBLIC HEALTH • NUTRITION SERVICES BRANCH

LOCATION: 5601 Six Forks Road, Building 2, Raleigh, NC 27609
MAILING ADDRESS: 1914 Mail Service Center, Raleigh, NC 27699-1914
www.ncdhhs.gov • TEL: 919-707-5800 • FAX: 919-870-4818

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

3. If you no longer wish to purchase the equipment listed above please submit notification to the NC Department of Health and Human Services, Nutrition Services Branch, Attention: Karen Mason, 5601 Six Forks Road, 1914 Mail Service Center, Raleigh, NC 27699-1914.



PROCLAMATION

NATIONAL FOSTER CARE MONTH

WHEREAS, we all have a responsibility as individuals, neighbors, community members, and citizens of Craven County to help create healthy nurturing and safe experiences for children; and

WHEREAS, the family is the foundation of our community and serves as the primary source of love, identity, self-esteem, and support; and

WHEREAS, all young people in foster care need a meaningful connection to a caring adult who becomes a supportive and lasting presence in their lives; and

WHEREAS, National Foster Care Month is a time to reflect on the foster caregivers and child welfare professionals who are dedicated to keep children safe from abuse and neglect; and

WHEREAS, foster care families who open their homes to children, supporting family reunification and make a positive difference in their lives deserve respect, devotion, and support in their communities; and

WHEREAS, there is a need for more families to volunteer in the foster care system to serve children who are unable to remain at home, through no fault of their own; and

WHEREAS, the County of Craven supports organizations that strengthen families and provides the optimal environment for children to learn, grow and thrive so that all children have the benefit of happy, healthy and safe homes.

NOW, THEREFORE, THE CRAVEN COUNTY BOARD OF COMMISSIONERS does hereby proclaim the month of May 2020 as National Foster Care Month in Craven County and calls upon the our community to observe this month with compelling programs and events that support this observance.

Signature
Craven County Board of Commissioners

Signature
Clerk to the Board

CRAVEN JCPC FUNDING RECOMMENDATIONS

FY 2020-2021

Funding Available: \$320,335.00

Program Provider	Needed Programs	CURRENT FUNDING	RECOMMENDATION
1. Area Day Reporting Center	Juvenile Structured Day	\$95,296.00	\$85,500.00
2. Mediation Center		\$147,607.00	\$160,000.00
Teen Court	Teen Court		
Craven Community Service/Restitution	Restitution/Community Service		
Family Connections	Parent/Family Skill Building Services		
3. Volt Workforce Development	Vocational Skills	\$41,860.00	\$42,000.00
4. Abundant Life – Positive Impact	Mentoring Services	00.00	\$30,000.00
JCPC Administrative Funds		\$11,667.00	\$2835.00
Totals		\$296,430.00	\$320,335.00

**Contract Amendment
Craven County Department of Social Services**

Fiscal Year Begins July 1, 2019 Ends June 30, 2020

Contract # 1620
Amendment # 2

SECTION I

Agency: Craven County Department of Social Services
Program: Child Support Enforcement
Effective Period of the Contract: July 2019 through June 30, 2020

This Contract Amendment amends the contract between the Craven County Department of Social Services (the "County") and Maximus Human Services, Inc. (the "Contractor"). As provided for under the terms of the contract, The County and Contractor agree to amend the provision(s) indicated in Section II below.

SECTION II

Justification/Change to Contract:

This amendment is to extend the Contract for one year as is stated in item number 3, "Effective Period" page 1 of the original contract.

The new end date will be June 30, 2021 with the option to extend, upon mutual agreement, for up to 4 (four) more additional one year terms.

SECTION III

All other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract. The contract specified above is amended by this Contract Amendment effective _____.

SECTION IV

The attached General Provisions shall be incorporated in and shall remain in effect for the duration of the contract.

Contractor	County
<u>MAXIMUS Human Services, Inc.</u>	_____
By: <u>Dyan H. Blomberg</u> <u>Dyan H. Blomberg</u>	By: _____
Title: <u>Legal Counsel</u> <u>Contracts Director</u>	Title: _____
Date: <u>April 28, 2020</u>	Date: _____

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

Attest:	
County: _____	Signature: _____
Title: _____	Date: _____

General Provisions
Attachment (A)

I-1. Definitions	I-17. Item Substitution and Variation
I-2. E-Verify	I-18. Inspection and Acceptance
I-3. Conflicts of Interests	I-19. Availability of Funds
I-4. Officials not to Benefit	I-20. Invoicing and Payment
I-5. Oral Representations	I-21. Withholding
I-6. Non Appropriation	I-22. Contractor Liability
I-7. Representations	I-23. Termination
I-8. Advertisements	I-24. Requests for Monetary or other Relief
I-9. Subcontracting	I-25. Notification of Debarment or Suspension Status
I-10. Assignment	I-26. Equal Employment Opportunity
I-11. Iran Divestment Act	I-27. Drug-Free Work Place
I-12. Permits and Licenses	I-28. Accident Prevention, Fire Protection, and Sanitation
I-13. Non-Waiver or Defaults	I-29. Standards
I-14. Indemnity	I-30. Force Majeure
I-15. Insurance	I-31. Israeli Boycott Clause
I-16. Warranty	I-32. Federal Funds

- I-1. **Definitions:** As used throughout this contract, the following terms shall have the meaning set out below:
- A. "Craven County" refers to the Craven County Government activities and organizations.
 - B. "Contract" Identifies this contract or any modification thereto.
 - C. "Finance Director" means a person authorized in writing to execute and administer the contract on behalf of Craven County or said Finance Director's successor or successors. (Note: Other Craven County and Government Officials, who by virtue of their positions are concerned with the administration and operation of this contract, may take certain administrative actions in behalf of the Finance Director. These Officials may conduct inspections, process and collect contract payments, make administrative decisions and perform other duties of an administrative nature. They may not waive or change contract terms; impose additional contract requirements; issue cure, showing cause, or termination notices; or render final decisions according to Contract terms. (Refer all questions concerning the authority of other Craven County or Government Officials to the Finance Director.)
 - D. "Contractor or vendor" means the individual, partnership, corporation, or other entity which is a party to this contract and who is responsible for all actions, performance and work there under, to include that of any subcontractor or vendor.
- I-2. **E-Verify:** As a condition of payment for services rendered under this agreement, Vendor or Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Vendor or Contractor provides the services to the County utilizing a subcontractor, Vendor or Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Vendor or Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.
- I-3. **Conflicts of Interests:** Contractor warrants that no person or selling agency has been employed or retained to secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial selling agencies retained by contractor or vendor for the purpose of securing business. Contractor warrants that no gratuities (Entertainment, gifts, etc.) were or will be offered or given by the Contractor or any person representing the Contractor to any Craven County Commissioner, employee, or spouse of an employee/Commissioner. For breach of either of the warranties, Craven County may terminate this and all other Craven County Contracts for default and deduct from amounts due under this or other contracts, or bill contractor or vendor for the total value of any contingent fee or gratuity.
- I-4. **Officials Not to Benefit:** No person or Commissioner involved in the purchasing process and/or contracting of this agreement, shall be admitted to any share or part of this contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- I-5. **Oral Representations:** This written Contract includes the entire agreement between the parties. Craven County will not be bound by any oral or written representation not included in the written contract or a change or amendments thereto. Craven County will not be bound by any terms on contractor or vendor forms or letter unless such terms are specifically agreed to and incorporated in the contract and signed by the Finance Director.
- I-6. **Non Appropriation:** All funds for payment by County under this Contract are subject to the availability of any annual appropriation for this purpose by the Board of Commissioners. In the event of non-appropriation of funds by the Board of

Commissioners under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted upon three (3) days prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

- I-7. **Representations:** The Contractor will not represent itself to be an agent or representative of Craven County or any other agency or instrumentality of the US Government.
- I-8. **Advertisements:** The Contractor will not represent in any manner, expressly or by implication, those items or services purchased or sold under this contract are approved or endorsed by any element of Craven County Government. Any advertisement, including cents off coupons, by the Contractor which refers to Craven County activity will contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by the particular activity.
- I-9. **Subcontracting:** Contractor shall not subcontract any part of the work to be performed without the prior written consent of the Finance Director. Any subcontractor or vendor used in connection with this contract is the agent of the Finance Director.
- I-10. **Assignment:** Contractor may not assign its rights or delegate its obligations under this contract without the prior written consent of the Finance Director.
- I-11. **Iran Divestment Act:** Seller certifies that: (i) Seller is not listed on the Iran Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) Seller will not utilize any subcontractor performing work under this Purchase Order which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.
- I-12. **Permits and Licenses:** Contractor will, at his own expense, obtain all necessary permits, give all notices, pay all license fees and comply with all laws, rules, ordinances, and regulations relating to the preservation of the public health or applicable to the services or business carried on under this contract. The burden of determining applicability of licensing requirements, laws, ordinances, and regulations for Contractor and his employees rests with the Contractor.
- I-13. **Non-Waiver or Defaults:** Any failure by Craven County at any time to enforce or require strict performance of any terms or conditions of this contract will not constitute waiver thereof and will not affect or impair such terms and conditions in any way or Craven County's right at any time to avail itself of such remedies as it may have for breach or breaches of such terms and conditions.
- I-14. **Indemnity:**
- A. Contractor shall indemnify, hold harmless and defend Craven County, their agents, representatives, employees and customers from any and all suits, judgments and claims, including those established by or pursuant to court decisions, to international agreements, or duly promulgated regulations of the United States Government, and all charges and expenses incident thereto which arise out of or in connection with:
 - 1. The alleged or established violation or infringement of any patent, copyright or trademark rights asserted by any third party with regard to items or services provided by Contractor:
 - 2. Loss, death, damage or injury alleged or established to have arisen out of or in connection with products, services, or equipment provided by Contractor, unless such loss, death, damage, or injury was caused by Craven County, its representatives, or employees.
 - 3. Any loss, death, damage, or injury alleged or established to have arisen out of or in connection with any other acts or omissions of the Contractor, the Contractor's subcontractor or vendors, representatives, agents, or employees.
 - B. Craven County will give Contractor notice and an opportunity to defend.
- I-15. **Insurance:** During the term of the Contract, the Contractor or vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor or vendor shall provide and maintain the following coverage and limits.
- A. **Worker's Compensation** – The Contractor or vendor shall provide and maintain worker's compensation insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000, covering all of Contractor or vendor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor or vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

- B. **Commercial General Liability** – General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 combined single limit (Defense cost shall be in excess of the limit of liability).
- C. **Automobile** – Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.
- I-16. **Warranty:** Contractor warrants that:
- A. The items furnished shall be merchantable, and fit and sufficient for the use intended and are not “seconds” as the term is normally understood in the trade. This warranty shall survive acceptance by Craven County of the items and is in addition to other warranties of additional scope given by the Contractor to Craven County.
 - B. The items or services furnished under this contract are covered by the most favorable warranties the Contractor gives to any customer for such items or services and that the rights and remedies provided in the Contractor’s warranties are in addition to and do not limit any rights afforded to Craven County by any other clause of this contract.
 - C. Where applicable, the items furnished under this contract have been manufactured in accordance with Underwriter’s Laboratories, Inc. (UL) standard, or if manufactured overseas, the overseas equivalent of UL and the applicable item and/or component items carry the appropriate UL or overseas equivalent seal of approval.
 - D. Items, packing, and packaging provided will comply with all contract terms and with all laws, rules, and regulations applicable to delivery for domestic resale. Contractor shall comply with the Magnuson-Moss Warranty Act on all sales to Craven County.
- I-17. **Item Substitution and Variation in Quantity:** No substitution or variation in the quantity of any item called for by this contract will be accepted unless authorized by the Finance Director.
- I-18. **Inspection and Acceptance:** the government per the following shall make inspection and acceptance:
- A. The Contractor shall maintain an in process and end-item quantity control program to ensure shipments to Craven County activities do not include defective/non-conforming items.
 - B. Inspection and acceptance shall not be conclusive with respect to latent defects or fraud, or with respect to Craven County rights under the warranty provisions contained herein.
 - C. In case any supplies or services are defective in material or workmanship, or are otherwise not in conformity with the requirements of this contract, the Craven County shall have the right to reject such supplies or services, or to require replacement or correction. Rejected supplies shall be removed by and at the expense of the Contractor promptly after notice. When such rejection, correction or replacement requires transportation of the supplies or part thereof, all shipping and administrative costs to and from the Contractor’s plant shall also be borne by the Contractor.
 - D. In case of refund, the Contractor shall be liable to the Craven County for the additional costs of re-procurement (if any). In no event will the liability of Contractor for cost and losses, and for re-procurement exceed an amount equal to the original purchase price of the defective item.
 - E. The provisions of this clause do not affect the rights or obligations of either party, as they may be provided for in other portions of this contract or otherwise under applicable law.
 - F. For the purpose of accounting or auditing inspections, the County’s agent or authorized representative shall have access to said records from the Effective Date of this Agreement, for the duration of the Services, and until three (3) years after the date of final payment by the County to the Contractor/Engineer/Architect pursuant to this Agreement.
- I-19. **Availability of Funds:** Any and all payments to the Contractor or vendor are dependent upon and subject to the availability of funds to the County for the purposes set forth in this agreement.
- I-20. **Invoice and Payment:**
- A. **Invoicing Instructions.** In order to be considered proper invoices, invoices must be submitted as follows:
 1. Contractor must prepare a separate numbered invoice for each order or part of an order. Do not consolidate multiple purchase orders on one invoice. Additionally, when partial shipments are authorized, use a separate invoice. Do not duplicate an invoice number used for prior billings:
 2. Invoices must be issued by the company whose name is on the contract/order (unless otherwise authorized by Finance Director) and must contain the following minimum information to enable timely payment:
 - (a) Name of Contractor.
 - (b) Invoice Date. This cannot be a date earlier than the ship date required by the contract or purchase/deliver order. In the event that the invoice date is a date earlier than the required ship date, Craven County retains the right either to return the improper invoice to the Contractor for correction or to change the invoice date to be the required ship date. In the event that an improper invoice is returned to a Contractor because the date on the invoice is earlier than the required ship date or because the

invoice is improper for any other reason, the invoice date, will be considered to be the date of receipt of the corrected, proper invoice.

- (c) Contract/Order Number.
- (d) Item Description and Quantity Shipped/Delivered.
- (e) Contract/Order Line Item Cost and Total
- (f) Any applicable sales tax
- (g) Shipping and Discount Terms, and special allowance(s) if included in the contract. Special allowances must be shown on the invoice using percentage figures only. Do not deduct any of these from the item cost or from the invoice total.
- (h) "Ship To" address as shown on order or contract.
- (i) Freight charges (on FOB origin shipments).
- (j) Name, title and phone number of Contractor's contact person.
- (k) Complete "Remit To" mailing address on the invoice to indicate where Contractor's payment is to be sent. This address must be the same address as on the contract unless otherwise communicated from the Accounts Payable office

3. Correcting invoices and credit memos must be marked as such and must cross-reference the corrected invoice.

B. Payment.

- 1. A proper invoice is an invoice which contains all of the information/documentation, specified in paragraph A. (2) above, and is sent to the address specified in the contract or purchase/delivery order for the designated Craven County paying office. Improper invoices may be returned without payment to the Contractor.
- 2. The next payment date for Craven County Contracts is established at 30 days after receipt of a proper invoice.
- 3. Payment is made:
 - (a) The date a check for payment is dated.
 - (b) The date an electronic fund transfer is submitted to the financial institution, regardless of the date the financial institution posts the transfer.
 - (c) The date a withholding authorized by the contract is initiated by Craven County.
- 4. Any questions or inquiries concerning invoice payments should be directed to the Craven County Finance Account Payable department designated on the contract or purchase/delivery order.

I-21. **Withholding:** Craven County may withhold payment for amounts due or creditable to Craven County under this contract, E.G., returns, damage.

I-22. Contractor Liability:

- A. Except as set out specifically elsewhere in the contract, Contractor shall be liable for cost to Craven County associated with termination for default, rejection of items, and breach of warranty, in addition to reimbursement of payment of the purchase price and re-procurement costs.
- B. Contractor will not be liable for damages if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, Acts of God or the public enemy, Acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

I-23. Termination:

- A. Mutual Termination. This contract may be terminated at any time upon the mutual agreement of both parties.
- B. Termination for Convenience. Craven County by written notice may terminate this contract in whole or in part when it is in the best interest of the Craven County. To the extent that this contract is for services and is so terminated, Craven County shall be liable for payment as set forth in the payment provisions of the contract for services rendered prior to the effective date of termination
- C. Termination for Default. Craven County by written notice may terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess costs of re-procuring similar supplies and services provided that if
 - 1. the Contractor was not in default; or
 - 2. the Contractor's failure to perform is without his/her or his/her Subcontractor or vendor's control or negligence; then the termination shall be deemed a "Termination for Convenience."
- D. The rights and remedies of Craven County provided in this clause are in addition to any other rights and remedies provided by law or under other clauses of this contract.

I-24. **Request for Monetary or Other Relief:** No request for monetary or other relief by Contractor shall be considered unless submitted in writing to the Finance Director within 90 days after termination or termination of performance under the contract, whichever comes first. This clause shall not extend any period for filing, which is further limited by another clause of the contract.

- I-25. **Notification of Debarment or Suspension Status:** The Contractor or Vendor shall provide immediate notice to the Finance Director in the event of being suspended, debarred or declared ineligible by any state of NC or federal department or agency, or upon receipt of a notice of proposed debarment from another agency, during the performance of this contract.
- I-26. **Equal Employment Opportunity:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
- I-27. **Drug-Free Work Place:** The contractor or vendor agrees to make a good faith effort to establish and maintain a drug-free work place in connection with the performance of this contract. Consistent with the size and organization of its work force, contractor or vendor may wish to consider taking the following or other appropriate actions in establishing a drug-free work place: Publicizing a drug-free work place policy; initiating an employee drug awareness program or encouraging participation in existing community programs; informing employees of the general availability of drug counseling programs; etc.
- I-28. **Accident Prevention, Fire Protection, and Sanitation:** If this contract is performed in whole or in part on premises owned or under the control of the Craven County Government, the contractor or vendor shall conform to all safety regulations and requirements concerning such premises in effect any time during contract performance to prevent accidents. Any violations of safety regulations, unless immediately corrected as directed by the Finance Director, shall be grounds for termination of the contract under the "Termination for Default" Clause.
- I-29. **Standards:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels;

The Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

All Codes, standards, and specifications such as the National Electrical Code, North Carolina State Building Code, ASTM specifications, etc. referred to in the project specification shall be the issue in effect on the date of the invitation for bid, request for quote, and/or award.

- I-30. **Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- I-31. **Israeli Boycott Clause:** Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C. Gen. Stat. § 147-86.81. It is the responsibility of Contractor to monitor compliance with this restriction.
- I-32. **Federal Funds:** The provisions of Attachment (D) are hereby incorporated by reference into this contract if (a) the funding for this contract originated with the United States of America, or any department, agency or program thereof [i.e., "federal funds"] or (b) if this contract is executed pursuant to or by virtue of any program of the United States of America or any department or agency thereof.

The Contractor agrees to comply with all provisions of 2 C.F.R. § 200-236 and 2 C.F.R. Part 200, Appendix II, and said provisions are incorporated herein by reference and made applicable to this contract. Furthermore, at all times the Contractor shall keep and observe each and every requirement which may be imposed upon it under any executive order, policy, procedure, statute, rule or regulation promulgated by the United States of America or any agency or department thereof, whether mentioned specifically herein or not, including but not limited to the following:

- A. **Equal Employment Opportunity (41 C.F.R. Part 60):** If this contract meets the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3, in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor), the Contractor agrees to comply with

the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), which is hereby incorporated herein verbatim by reference, and this contract is thereby subject to such clause as may from time to time be amended.

- B. **Davis-Bacon Act (40 U.S.C. 3141-3148)**: If this contract is a “prime construction contract in excess of \$2,000,” the contractor shall generally comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) and shall specifically: (i) meet the requirements of 29 C.F.R. pt. 5 as may be applicable; (ii) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor; and (iii) pay wages not less than once a week.
- C. **Copeland “Anti-Kickback” Act (40 U.S.C. 3145)**: If the Davis-Bacon Act applies to this contract, then
- i. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract;
 - ii. The contractor or subcontractor shall insert in any subcontracts the requirements in “i” above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses; and
 - iii. breach of the contract clauses above shall be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- D. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**: If this contract involves in excess of \$100,000 and the employment of mechanics or laborers, contractor shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5, and the provisions of 29 C.F.R. § 5.5(b) are incorporated herein by reference.
- E. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**: If this contract involves in excess of \$150,000, the contractor shall comply with the Clean Air Act, 42 U.S.C. §§ 7401-7671q., and the Federal Water Pollution Control Act as amended, 33 U.S.C. §§ 1251-1387. Any violations thereof shall be immediately reported to Craven County.
- F. **Debarment and Suspension (Executive Orders 12549 and 12689)**: This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Additionally, the contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Additionally, the execution of this contract or the acceptance of benefits hereunder constitutes a certification by the contractor that the foregoing provisions have been complied with and is a material representation of fact relied upon by Craven County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Craven County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Finally, the contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this contract and shall include a provision requiring such compliance in its lower tier covered transactions.
- G. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**: If this contract involves in excess of \$150,000, the contractor shall comply with 31 U.S.C. § 1352 and must sign and submit to Craven County the certification found at APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING.
- H. **Procurement of Recovered Materials (2 C.F.R. § 200.322)**: Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II, ¶ J; and 2 C.F.R. § 200.322
- I. **Access to Records**: The Contractor agrees (i) to provide Craven County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions; (ii) to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; (iii) to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract; and (iv) that no language in this

contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States, in compliance with the Disaster Recovery Act of 2018. Additionally, the contractor shall comply with the records retention requirement of 2 CFR § 200.324.

- J. **Logos, etc.:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- K. **Federal Government Obligations:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities of Craven County, contractor, or any other party pertaining to any matter resulting from this contract.
- L. **Program Fraud:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions under this contract.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

Public Transportation Division
Period of Performance Extension
Request

Instructions: Requests for grant project end date extensions must be submitted at least 60-days prior to the current performance period end date. Requests cannot be combined for multiple projects. A cover letter must accompany each request fully detailing the reason a delay in the project. All previously approved extensions for the project under consideration must be fully explained along with why an additional extension is needed in the cover letter. **Incomplete forms will not be processed.**

Submittal date:	Project #: 20-RO-029
Current POP End Date: June 30, 2020	Agreement#: 2000036963
Proposed POP End Date: June 30, 2021	

Subrecipient: Craven County/CARTS

Contact Person: Kelly Walker, Director

Phone: (252) 636-4917

Email: kwalker@cravencountync.gov

Project Description: The purpose of this project is the help fund employment related transportation for rural citizens to and/or from places of employment with a guaranteed ride home. Other services provided by CARTS do not provide a guaranteed ride home. This is a demand response type service using existing routes and/or developing routes to coordinate with local work schedules.

**NCDOT/PTD
Use Only**

	Adequate	Inadequate
<p>1. Reason for Delay: CARTS received the signed contract for this project in February 2020. CARTS kicked off this service on March 10. Soon after, ridership was affected by COVID-19 related activities including the closing of schools, agencies, and many businesses. As of May 5, many restrictions are still in place. The process of re-opening schools, agencies, and businesses will be phased and will not occur until May 9 or later. We do not believe there is sufficient time to re-establish ridership using this funding by June 30, 2020.</p>		
<p>2. What is the status of the grant project? (Summarize project milestones to date and % of budget remaining. Have grant reports been submitted along with claims?) Ridership for the months of March and April represent approximately 1.5% of the entire \$20,000 budget amount. Without a period of performance, CARTS will not be able to collect the data we were hoping to collect from this project for use in future planning of routes and grant opportunities.</p>		

Craven County Structured Interview Questions for Infrastructure Expansion of the Industrial Park

Structured Interview Scoring Matrix

Interviewer	V&M	WR	TEG	Wooten
#1	28	34	30	32
#2	25	35	32	30
#3	30	34	33	32
Total	83	103	95	94



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Kentucky, North Carolina, Tennessee

Federal Aviation Administration
2600 Thousand Oaks Blvd., STE 2250
Memphis, TN 38118

Phone (901) 322-8180

May 08, 2020

Andrew Shorter, C.M., Airport Director
Coastal Carolina Regional Airport
200 Terminal Drive
New Bern, NC 28562

Dear Mr. Shorter :

Please find the following electronic **CARES Act Grant Offer, Grant No. 3-37-0050-045-2020** for Coastal Carolina Regional in New Bern, North Carolina. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 05, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after **January 20, 2020**.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Ja'Monta Smith, by email that the grant is administratively and financially closed. Ja'Monta Smith is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

TOMMY L DUPREE

Digitally signed by TOMMY L
DUPREE
Date: 2020.05.08 13:14:23 -05'00'

Acting Manager,

Memphis Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date May 8, 2020

Airport/Planning Area Coastal Carolina Regional

CARES Grant Number 3-37-0050-045-2020

Unique Entity Identifier 965408503

TO: County of Craven, North Carolina
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

[Enter Co-Sponsor Name(s)]

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 27, 2020, for a grant of Federal funds at or associated with the Coastal Carolina Regional, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Coastal Carolina Regional (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Coastal Carolina Regional incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the

same principles that govern "airport revenue." New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$14,713,820.**
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before **June 05, 2020** , or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/> . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not —
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - 1. Is determined to have violated a prohibition in paragraph A of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Co-Sponsor.** Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
22. **Employee Retention.** For Large, Medium, and Small Hub Airports only: [insert name of airport sponsor], owner and operator of [insert name of airport], as a [insert hub size] hub airport, agrees to continue to employ, through December 31, 2020, at least 90 percent of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) by the airport as of March 27, 2020, unless this provision is specifically waived by the Secretary at the airport Sponsor's written request. The Sponsor shall provide to the FAA the number of employees employed as of March 27, 2020, within 10 business days of this Grant being awarded. Provided further, the Sponsor will report to the FAA the number of employees as of June 30, September 30, and December 31 of 2020, within 10 business days of the end of each reporting period.
23. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.

5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

TOMMY L DUPREE Digitally signed by TOMMY L DUPREE
Date: 2020.05.08 13:15:10 -05'00'

(Signature)

Tommy L. Dupree

(Typed Name)

Acting Manager,

Memphis Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.

Dated _____

County of Craven, North Carolina
(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____ North Carolina _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and

withdraw your consent at any time.

Dated _____

By: _____
(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.

- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.

- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in

connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a

facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The County of Craven, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.



Federal Aviation Administration

CARES Act Airport Grants – Frequently Asked Questions

This document answers frequently asked questions (FAQs) stakeholders may have related to the approximately \$10 billion in grants for airports under the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

The FAA has additional information unrelated to CARES Act grants for airport sponsors considering COVID-19 restrictions or accommodations. That information is available at www.faa.gov/airports.

The guidance here is not legally binding in its own right and will not be relied upon by the Federal Aviation Administration (FAA) as a separate basis for affirmative enforcement action or other administrative penalty. Conformity with this guidance, as distinct from existing statutes, regulations, and grant assurances, is voluntary only, and nonconformity will not affect existing rights and obligations.

These FAQs will be updated periodically.

General Questions

Q1: How does the Coronavirus Aid, Relief, and Economic Security (CARES) Act benefit airports?

A: Title XII of Division B of the CARES Act provides approximately \$10 billion to support U.S. airports experiencing severe economic disruption caused by the COVID-19 public health emergency. This funding will be distributed to airports to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency.

Q2: Who is eligible to receive funding?

A: These funds are available only to sponsors as defined in section 47102 of title 49, United States Code (U.S.C.); that is, airport sponsors meeting statutory and policy requirements under this section and identified in the FAA's current National Plan of Integrated Airport Systems (NPIAS).

Q3: Where is this funding coming from?

A: The funds are coming directly from the U.S. Treasury's General Fund to prevent, prepare for, and respond to the impacts of the COVID-19 public health

emergency. The FAA's Office of Airports will administer these grant funds to airport sponsors.

Q4: What is the period of availability to obligate or spend CARES Act funding?

A: Funds are available until expended. There is no deadline for the FAA to obligate funds available under the CARES Act. Nevertheless, the FAA intends to award grants and obligate these funds on an expedited basis. The FAA encourages airport sponsors to spend funds expeditiously to reduce the adverse impacts of the current public health emergency.

Q5: Is there a deadline by which funds for operating expenses must be used?

A: Yes, the period of performance for the CARES Act grants is four years. Pursuant to 2 C.F.R. section 200.309, a sponsor may charge to the grant only allowable costs incurred during the period of performance. Funds not expended within the four-year period of performance are subject to recovery by the FAA. In addition, grants for operating expenses may not include activities prior to January 20, 2020.

Q6: How will this funding be allocated to airport sponsors?

A: The \$10 billion in funding is divided into four groups. The CARES Act establishes formulas for each group to allocate the funds to specific airports. Because the CARES Act allocates all funds by formula or to increase the Federal share for grants funded under fiscal year (FY) 2020 appropriations, none of these funds are discretionary. These four groups are:

- (1) 100% Federal share for 2020 Airport Improvement Program (AIP) Grants. At least \$500 million is available to increase the Federal share to 100% for grants awarded under the fiscal year (FY) 2020 appropriations cycle for FY 2020 AIP and FY 2020 Supplemental Discretionary grants. The Federal share for FY 2018 and 2019 Supplemental Discretionary grants will not increase.
- (2) Commercial Service Airports. At least \$7.4 billion is available to Commercial Service Airports for any purpose for which airport revenues may lawfully be used. The total allocation to an airport is determined by the following formula:
 - a. 50% of the total allocation is based on the number of enplanements the airport had during calendar year 2018 as a percentage of total 2018 enplanements for all commercial service airports.
 - b. 25% of the total allocation is based on the sponsor's fiscal year 2018 debt service as a percentage of the combined debt service for all commercial service airports; and
 - c. 25% of the total allocation is based on the sponsor's fiscal year 2018 ratio of unrestricted reserves to its respective debt service.

- (3) Primary Airports. Up to \$2 billion is available to large, medium, and small hub airports and non-hub primary airports for any purpose for which airport revenues may be lawfully used. These funds are allocated based upon statutory AIP primary entitlement formulas. However, the \$26 million limit under 49 U.S.C. 47114(c)(1)(C)(iii) and reduction for imposing passenger facility charges under 49 U.S.C. 47114(f) do not apply to these allocations.
- (4) General Aviation Airports. At least \$100 million is available to general aviation airports for any purpose for which airport revenues may be lawfully used. These funds are allocated based on the categories published in the most current NPIAS, reflecting the percentage of the aggregate published eligible development costs for each such category, and then dividing the allocated funds evenly among the eligible airports in each category, rounded up to the nearest thousand dollars.

Consistent with the four-year period of performance, all airport sponsors will be subject to a capped initial grant amount equal to four times their annual operating expenses, unless the remaining amount available to grant to the airport would be less than \$1 million. This limitation advances Congress's intent to address the cost needs of airports and promotes the effective management of CARES Act funds. The FAA has determined an airport's annual operating expenses based on the data reported to the FAA for fiscal year 2018. For most airport sponsors, this cap results in no practical effect on the initial grant amount available to them.

Q7: How is the 100% Federal share determined?

A: When a grant is awarded, the Federal share is determined by the category of airport and the airport development goal. This Federal share is specific to each grant. To implement the CARES Act requirement and award AIP and Supplemental Discretionary grants appropriated for FY 2020 at a 100% Federal share, the FAA will calculate the increased Federal share for each AIP grant. The FAA will amend FY 2020 grants that already have been executed to adjust to the 100% Federal share. The FAA will award and execute the remaining FY 2020 grants with a 100% Federal share.

Q8: Do CARES grants have a local match?

A: No. Funds under the CARES Act are available at a 100% Federal share.

Q9: How can an airport sponsor use CARES grant funds?

A: An airport owner/sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's [Policy and Procedures Concerning the Use of Airport Revenues \("Revenue Use Policy"\)](#), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy document defines permitted and prohibited uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act makes clear that the funds may not be used for any purpose not related to the airport.

Q10: Can I use CARES grant funds for new airport development on the airport?

A: Yes. However, additional requirements apply. To make these critical CARES funds available as quickly as possible, the FAA is issuing non-construction grants that permit expenditure for airport operating expenses (such as payroll) and to pay airport debt service. A recipient of a CARES grant that wishes to use the funds for new airport development or construction (i.e., to award a contract after March 27, 2020, for airport development) should contact its local Airports District Office or Airports Regional Office to make arrangements to do so. That office will ensure that such development is consistent with all of the recipient's prior Federal obligations, meets safety and security standards, meets National Environmental Policy Act (NEPA), prevailing wage, Buy American, Veterans' Preference, and Disadvantaged Business Enterprise Program requirements, and meets other specific requirements for new airport development under the CARES Act.

Q11: Are there any other specific requirements for accepting CARES grant funds?

A: Yes. The airport sponsor must continue to employ, through December 31, 2020, at least 90% of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) as of March 27, 2020. The Secretary of Transportation may waive this workforce retention requirement if the Secretary determines that the sponsor is experiencing economic hardship as a direct result of the requirement, or that the requirement reduces aviation safety or security. The workforce retention requirement does not apply to non-hub or non-primary airports.

Q12: How do small, medium and large hub airport sponsors report their respective compliance with the employee retention requirement?

A: Airport sponsors must certify compliance with the CARES Act employment requirements (outlined in Q11) at the time of grant execution and report employment totals quarterly on June 30, September 30, and December 31, 2020. That report and certification should include the number of full-time equivalent (FTE) employees working at the airport as of March 27, 2020, as the baseline comparison. Airport sponsors may make adjustments for employees who perform duties at both the airport and other facilities operated by the airport sponsor. Airport sponsors also may make adjustments for retirements or voluntary employee separations when calculating the workforce retention percentage. If an airport sponsor intends to request a waiver from the employment requirements, it should do so no less than 30 days prior to a quarterly report date and provide documentation supporting its request.

Q13: Are multi-year grants eligible for a 100% Federal share under the CARES Act?

A: The FAA will provide a 100% Federal share for multi-year grants issued in FY 2020 under FY 2020 appropriations (Pub. L. 116-94). Future year funding for FY 2020 multi-year grants will continue to provide a 100% Federal share as long as CARES matching funds remain. Once matching funds are exhausted, FY 2020

multi-year grants will revert to the normal sponsor share. Multi-year grants issued in FY 2019 or earlier are not eligible for a 100% Federal share because they were issued under different appropriations laws. These grants will continue to be funded under the terms of the Grant Agreement.

Q14: If an airport sponsor owns or operates multiple airports, may CARES Act Airport Grant funds be pooled?

A: Yes. An airport sponsor may use funds at any airport under its control.

Q15: Are airport sponsors in the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau, and Wake Island eligible for CARES Act Airport Grants?

A: No. The CARES Act states sponsors of airports defined in 49 U.S.C. 47102 are eligible. Eligible airports are included in the NPIAS. Airports in the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau, and Wake Island are not included in the NPIAS. While these airport sponsors may be eligible for some AIP discretionary funding, they are not eligible under the CARES Act.

Q16: Are airports in U.S. territories eligible for CARES Act Airport Grants?

A: Yes. The CARES Act states sponsors of airports defined in 49 U.S.C. 47102 are eligible. Eligible airports are included in the NPIAS. Airports in U.S. territories (American Samoa, Northern Mariana Islands, Puerto Rico, the U.S. Virgin Islands, and Guam) are included in the NPIAS.

Q17: Can an airport sponsor use CARES Act Airport Grants and funding from other Federal programs to pay for expenses related to the COVID-19 public health emergency?

A: A sponsor may use CARES Act Airport Grants for airport operating expenses that arise due to the COVID-19 public health emergency. The FAA recognizes that several sources of COVID-19 relief funds may be available to airport sponsors. Airport sponsors may use other sources of funding consistent with the terms of those programs. However, an airport sponsor may not invoice under its CARES Act Airport Grant for expenses that have been reimbursed under another program.

Questions on Allocation Formulas

Q-F1: What financial information is the FAA using to determine distribution of the 50% of the \$7.4 billion available under the CARES Act for commercial service airports that pertains to an airport's debt ratio?

A: This information is taken from each commercial service airport sponsor's annual financial report. By law, since 1994, each commercial service airport must submit an annual financial report to the FAA. [FAA Advisory Circular \(AC\) 150/5100-19D, "Guide for Airport Financial Reports Filed by Airport Sponsors,"](#) provides detailed instructions on the use of the Certification Activity Tracking System

(CATS), including how the system relates to government accounting requirements. Each airport must submit and certify its annual financial report within 120 days of the end of its fiscal year.

The FAA used the FY 2018 CATS data for all airports, reported as of March 14, 2020, to calculate allocations under the CARES Act formulas. The FAA is not accepting sponsor-requested amendments to certified CATS data for purposes of calculating CARES Act Airport Grants allocations. Where the FAA's preliminary review identified airports whose submissions raised technical issues, the FAA worked closely with those airports to address and correct those issues.

Q-F2: What is the CARES Act phrase “each sponsor’s ratio of unrestricted reserves to their respective debt service” intended to accomplish?

A: In general, the higher an airport's reserves are, or the lower its debt service is, the more it may be allocated under this ratio.

Questions on Grant Application, Agreement, and Invoicing

Q-GA1: Is a grant application required to receive CARES Act Airport Grants?

A: Yes, with one exception. After the Secretary of Transportation announces awards under the CARES Act, each airport sponsor must submit a grant application. However, airport sponsors do not need to apply for the increased Federal share of FY 2020 AIP or FY 2020 Supplemental Discretionary grants. An airport sponsor may contact its Airport District Office or Region if it seeks specific guidance on its grant application.

Q-GA2: Will the FAA use a standard grant application form or one specifically designed for this program?

A: The FAA will use the Office of Management and Budget (OMB) SF-424, *Application for Federal Assistance*.

Q-GA3: When will CARES Act Airport Grant applications be available and how long after filing a complete application should an airport sponsor expect to receive a grant?

A: The FAA will provide this application to airport sponsors through the local Airports District Office or Airports Regional Office shortly after the Secretary announces CARES Act Airport Grants awards. The FAA anticipates providing a grant agreement for execution within days of receiving a complete application.

Q-GA4: Will the FAA use a standard AIP grant agreement or one specifically designed for this program?

A: The FAA will provide a simplified Grant Agreement shortly after it receives an application. This simplified agreement includes the requirements under the CARES Act and makes funds immediately available for expenses, other than

airport development, including payroll, debt service, utility expenses, service contracts, and supplies.

Q-GA5: Does a CARES Act Airport Grant require an airport sponsor to obligate itself to the standard set of FAA Airport Sponsor Grant Assurances?

A: Generally, no. If an airport sponsor uses its CARES Act Airport Grant for operational expenses, the standard FAA Airport Sponsor Grant Assurances do not apply. The CARES Act Airport Grants for operational expenses remain subject to audit, reporting, records retention, and other requirements under 2 CFR part 200 like other Federal grant funding. Some laws outside of 49 U.S.C. chapter 471 also apply, such as 49 U.S.C. 40103(e), which prohibits the grant of an exclusive right to conduct any type of aeronautical activity at an airport, and Title VI of the Civil Rights Act, which prohibits discrimination on the basis of race, color, or national origin. If an airport sponsor uses its CARES Act Airport Grant for new airport development, additional requirements apply (see Q10). Additionally, CARES Act Airport Grant funds may be used only for the capital and operating expense of the airport. Examples of expenditures that FAA has found to be allowable are provided in the [FAA Revenue Use Policy](#). The CARES Act does not, however, void assurances made in prior grant agreements; therefore, a sponsor's pre-existing grant assurances and Federal obligations continue to apply.

Q-GA6: How will an airport sponsor submit payment requests for CARES Act Airport Grants?

A: The FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. Airport sponsors will continue the current practice of submitting underlying payment request documentation. Examples of documentation include payroll receipts, janitorial contract invoices, and debt service payments. The FAA will review invoices manually to ensure adequate oversight, but it will process payments quickly.

Questions on Use of Funds

Q-U1: Can CARES Act Airport Grants funds be used to purchase an aviation or aviation easement?

A: Yes, provided the purchase is consistent with 49 U.S.C. 47107(b) and (k)(2) (i.e., the expenditure is an airport operating cost that reflects the value received). Examples of expenditures that FAA has found allowable are provided in [the FAA Revenue Use Policy](#). The airport sponsor should consult with its local Airports District Office or Airports Regional Office because this purchase could be considered "airport development" and subject to additional requirements. See Q10.

- Q-U2: Can CARES Act Airport Grants funds be used to accelerate structured settlement agreements or pay the penalty for early defeasement of debt?**
- A:** Yes, provided the use of funds is consistent with 49 U.S.C. 47107(b) and (k)(2) (i.e., the expenditure is an airport operating cost that reflects the value received). Examples of expenditures that FAA has found allowable are provided in [the FAA Revenue Use Policy](#). If any part of the debt had been approved for Passenger Facility Charge (PFC) collections, the airport sponsor may have to amend its PFC approval to reflect the change.
- Q-U3: Can CARES Act Airport Grants funds be used for a surface access project (roads or rail/transit)?**
- A:** Yes. This use is airport development and, therefore, additional requirements apply. See Q10.
- Q-U4: Can CARES Act Airport Grants funds be used to prepay long-term contracts (for example, shuttle-bus operators, janitorial services, security services, fire and police services)?**
- A:** Yes, provided the prepayment is a *bona fide* transaction where the sponsor receives the benefit of the prepaid services and receives some value in exchange for committing in advance.
- Q-U5: Can CARES Act Airport Grants funds be deposited in the airport sponsor's reserve account (or invest them for future use)?**
- A:** No. The FAA would not be able to ensure a potential future use is a use consistent with the CARES Act requirements. Airports should submit invoices and underlying documentation for airport expenditures. See Q-GA6.
- Q-U6: Can CARES Act Airport Grants funds be used to help bolster the local government's pension fund?**
- A:** Generally, no. However, if the fund has historically been supported by the airport and the support is proportional to the share paid to airport retirees, then the airport should consult with its local Airports District Office or Airports Regional Office, to determine if such a use is appropriate.

Questions on Environmental Review

- Q-E1: Are there any environmental requirements associated with increases to 100% Federal share for FY 2020 AIP grants?**
- A:** All projects funded for AIP and Supplemental Discretionary grants under FY 2020 appropriations continue to be subject to environmental requirements. However, no additional environmental analysis is required for the Federal share increase.

Q-E2: Are there any environmental review requirements associated with non-construction grants for airport operating expenses and debt service?

A: No. These types of grants have no potential to impact the environment, and therefore are not major federal actions subject to National Environmental Policy Act (NEPA) review.

Questions on Administration under the State Block Grant Program

Q-SB1: What is the State Block Grant Program (SBGP)?

A: In 1987, Congress authorized the FAA to use State block grants to provide AIP funds to airport sponsors. Through the State Block Grant Program (SBGP), the FAA provides funds directly to States that participate in the program. In turn, SBGP participants fund and oversee AIP projects to non-primary commercial service, reliever, and general aviation airports. The program currently includes the following 10 States: Georgia, Illinois, Michigan, Missouri, New Hampshire, North Carolina, Pennsylvania, Tennessee, Texas, and Wisconsin.

Q-SB2: How will the FAA Administer CARES Act funding for States participating in the SBGP?

A: The FAA Airport Improvement Program Branch (APP-520) will utilize its existing relationships with the States participating in the SBGP for administration of CARES Act Airport Grants. These participants have relationships with airport sponsors within their States and currently provide grant management and internal controls. Leveraging this infrastructure will facilitate efficient and expedient distribution of funds.

Q-SB3: Will FAA Regional and Airport District Offices remain the points-of-contact for CARES Act Airport Grants?

A: Yes. States participating in the SBGP should continue to work with their local Airports District Office or Airports Regional Office throughout CARES Act Airport Grants implementation and administration.

Q-SB4: Do CARES Act Airport Grants funding allocations work differently for the SBGP?

A: No. The FAA will calculate each airport sponsor's allocation based on formulas in the CARES Act. The Secretary of Transportation will announce these award amounts along with all awards under the CARES Act Airport Grants program.

Q-SB5: How much CARES Act funding may States participating in the SBGP distribute?

A: The CARES Act provides for specific allocations to each airport sponsor. The FAA will aggregate the amounts announced for each airport sponsor into one State award.

Q-SB6: How may States participating in the SBGP allocate CARES Act Airport Grants?

A: States participating in the SBGP must make sub-awards to each airport sponsor based on that sponsor's allocation under the CARES Act. The FAA expects States to make these sub-awards on an expedited basis, for airport sponsors to spend funds quickly, to reduce the adverse impacts of the current public health emergency. States must follow 2 CFR part 200 requirements for CARES Act Airport Grants and sub-awards. Funds not expended within the four-year period of performance are subject to recovery by the FAA.

Q-SB7: What application and grant agreement will be used for sub-grants?

A: States participating in the SBGP will use a streamlined application and grant agreement process similar to what the FAA is using for all CARES Act Airports Grants. The FAA will provide States with template documents after these grants are announced.

Q-SB8: Can States participating in the SBGP mix FY 2020 AIP funds and additional funds to increase the Federal share under the CARES Act?

A: No. The (1) FY 2020 AIP and Supplemental Discretionary funds are separate from the (2) CARES Act funds to increase the Federal share. States must separately account for the two different funding sources as they are drawn down to ensure each appropriation is spent as intended.

Q-SB9: What if my State legislature needs to approve the acceptance of CARES Act funding?

A: The FAA recommends that States participating in the SBGP use their usual State processes to approve, accept, and administer Federal funds.

Q-SB10: Can CARES Act Airport Grants be sub-awarded to airport sponsors that had previously opted out of the SBGP?

A: No. States participating in the SBGP do not have to make sub-awards to airport sponsors that opted-out in FY 2020 or do not participate in the SBGP. The FAA will administer grants for those airport sponsors.

Q-SB11: What are the reporting requirements for CARES Act Airport Grants?

A: States participating in the SBGP will continue the current practice of providing sub-award reporting information on CARES Act Airport Grants to the FAA upon request.

Q-SB12: Will CARES Act Airport Grants require end-of-fiscal-year reporting like other AIP funding?

A: Yes. CARES Act Airport Grants funds will be included in the Annual Report of Federal Funding at the end of FY 2020.

April 17, 2020

Q-SB13: How will payment requests be submitted for CARES Act Airport Grants?

A: The FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. States participating in the SBGP will continue the current practice of retaining all underlying payment request documentation and complete records.

Q-SB14: Will the FAA audit CARES Act Airport Grants administered by States participating in the SBGP?

A: Yes. The FAA will include audits of CARES Act Airport Grants in its annual audit process.

**CRAVEN COUNTY
RESOLUTION ADOPTING THE
PAMLICO SOUND REGIONAL HAZARD MITIGATION PLAN**

WHEREAS, Craven County is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, Craven County and participating municipal jurisdictions desire to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from hazards; and

WHEREAS, it is the intent of the Craven County Board of Commissioners to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the Craven County Board of Commissioners to fulfill its obligation under North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting Craven County; and

WHEREAS, Craven County actively participated in the planning process of the Pamlico Sound Regional Hazard Mitigation Plan and has prepared a regional hazard mitigation plan with input from the appropriate local and state officials; and

WHEREAS, the North Carolina Division of Emergency Management and the Federal Emergency Management Agency have reviewed the Pamlico Sound Regional Hazard Mitigation Plan for legislative compliance and have approved the plan pending the completion of local adoption procedures;

NOW, THEREFORE, be it resolved that the Board of Commissioners of Craven County hereby:

1. Adopts the Pamlico Sound Regional Hazard Mitigation Plan; and
2. Vests the Craven County Planning Department Staff with the responsibility, authority, and the means to:
 - (a) Inform all concerned parties of this action.
 - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map, and identify floodplain or flood-related erosion areas, and cooperate with neighboring communities with respect to management of adjoining floodplain and/or flood-related erosion areas in order to prevent aggravation of existing hazards.
3. Appoints the Craven County Planning Department Staff to assure that, in cooperation with the other participating jurisdictions, the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Craven County Board of Commissioners for consideration.
5. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the 2020 Pamlico Sound Regional Hazard Mitigation Plan.

Adopted this 18th day of May 2020.

Thomas F. Mark, Chairman

ATTEST:

Nan Holton, Clerk to the Board

(SEAL)

Craven County Mitigation Strategies

Number	Description	Applicable Jurisdictions	Hazards Addressed	Goal	Objective	Category	Lead/Participating Agencies (Lead Agency is in bold)	Estimated Cost	Potential Funding Sources	Implementation Schedule	2019 Status	Status Comments/Explanation
CR1	Review respective Comprehensive Land Use Plans annually to ensure that the Future Land Use Map adequately delineates portions of the community deemed unsuitable for development due to existing environmental conditions. This effort will also involve the identification of potential drainage easements and open space areas that will positively affect drainage conditions within areas documented as stormwater/flooding hot spots. Additionally, the County will attempt to identify portions of the County susceptible to wildfire damage.	Craven County, Bridgeton, Cove City, Dover, Havelock, New Bern, River Bend, Trent Woods, Vanceboro	Flood, Hurricane & Tropical Storm, Coastal Hazard (Erosion & Rip Current), Dam & Levee Failure	1	1.3	PP	<ul style="list-style-type: none"> Craven County Planning Department Craven County Board of Commissioners Municipal Administrations 	Staff Time	GF, NCDPM, NCDPS	2 to 3 years	In Progress – Not Started	Craven County, as well as participating municipal jurisdictions, will consider updating the County's Comprehensive land Use Plan over the next three fiscal years.
CR2	Review respective Flood Damage Prevention Ordinances to assess whether any revisions and/or updates have been mandated by FEMA or NCEM. Additionally, jurisdictions will consider whether regulatory options are available to provide for more effective floodplain management.	Craven County, Bridgeton, Cove City, Havelock, New Bern, River Bend, Trent Woods, Vanceboro	Flood, Hurricane & Tropical Storm, Coastal Hazard (Erosion & Rip Current), Dam & Levee Failure	3	3.1	PP	<ul style="list-style-type: none"> Craven County Planning Department Craven County Board of Commissioners Municipal Administrations 	Staff Time	GF, NCDPS	Other – Review annually	In Progress - Started	Craven County, as well as all participating municipal jurisdictions, will review their respective Flood Damage Prevention Ordinances annually, or as directed by NCDPS.
CR3	Continue to support NCDENR in efforts to enforce the Neuse River Basinwide Water Quality Management Rules.	Craven County, Havelock, New Bern, River Bend, Trent Woods	Flood, Hurricane & Tropical Storm, Coastal Hazard (Erosion & Rip Current), Dam & Levee Failure	1	1.3	NRP	<ul style="list-style-type: none"> Craven County Planning Department Municipal Administrations 	Staff Time	GF	Ongoing – next 5 years	In Progress – Carry Forward	These rules are currently being enforced. Changes in standards will coincide with amendments established by NCDEQ.
CR4	Consider the data and recommendations outlined within this plan when preparing updates to respective Capital Improvements Plans. All recommendations regarding capital expenditures will focus on siting infrastructure and public facilities outside of the Flood Hazard Area.	Craven County, New Bern, River Bend	All Hazards	1	1.3	SP	<ul style="list-style-type: none"> Craven County Board of Commissioners Municipal Elected Boards 	Staff Time	GF	Other – review annually with budget preparation	In Progress – Carry Forward	Craven County, New Bern, River Ben and Havelock establish capital outlay for infrastructure projects through their respective Capital Improvements Plans. This will continue to occur in line with annual budget preparation.
CR5	Continue to proactively seek out grant funding through NCEM and FEMA for mitigation of repetitive loss properties (RLP's) from future flooding events. The County will maintain a list of RLP's, and on an annual basis, will apply for funding for all structures that meet cost-benefit thresholds as defined by FEMA. Craven County will assist all municipal jurisdictions in working through the structural mitigation grant funding process.	Craven County, Bridgeton, Cove City, Dover, Havelock, New Bern, River Bend, Trent Woods, Vanceboro	Flood, Hurricane & Tropical Storm, Coastal Hazard (Erosion & Rip Current), Dam & Levee Failure	3	3.1	PP	<ul style="list-style-type: none"> Craven County Planning Department Craven County Board of Commissioners Municipal Administrations 	Staff Time	GF, NCDPS, HMGP, PDM, UHMA	Ongoing – as needed	In Progress – Carry Forward	Craven County in coordination with all participating municipal jurisdictions will utilize annual as well as post disaster funding to treat repetitive loss properties through elevation or acquisition/demolition.
CR6	Continue to expand upon the County's Emergency Notification System available to all residents. Craven County Emergency Services will coordinate with all municipal jurisdictions regarding registration.	Craven County, Bridgeton, Cove City, Dover, Havelock, New Bern, River Bend, Trent Woods, Vanceboro	All Hazards	2	2.2	ES	<ul style="list-style-type: none"> Craven County Emergency Services Municipal Administrations 	Annual Budget Number	GF, NCDPS	Ongoing – next 5 years	In Progress – Carry Forward	Craven County utilizes, and will continue to employ, the CODE RED Emergency Alert System to notify residents of the status of natural hazard events.
CR7	Consider all of the data, information, maps and recommendations outlined throughout this plan when siting for the development of all new critical facilities.	Craven County, Bridgeton, Cove City, Dover, Havelock, New Bern, River Bend, Trent Woods, Vanceboro	Flood, Hurricane & Tropical Storm, Coastal Hazard (Erosion & Rip Current), Dam & Levee Failure	1	1.3	PP	<ul style="list-style-type: none"> Craven County Board of Commissioners Municipal Elected Boards 	To be determined	GF, NCDPS, FEMA, USDA	Ongoing – as needed	In Progress – Carry Forward	Mitigation measures will be considered any time development or relocation of any County or Municipal facility (critical) takes place.

Number	Description	Applicable Jurisdictions	Hazards Addressed	Goal	Objective	Category	Lead/Participating Agencies (Lead Agency is in bold)	Estimated Cost	Potential Funding Sources	Implementation Schedule	2019 Status	Status Comments/Explanation
CR8	Develop a formal system and plan for evaluating and assessing the availability and effectiveness of all critical facilities outlined within this plan. Craven County will coordinate with NCEM, American Red Cross, local animal shelters, local care homes, etc., in making determinations related to need and capacity required in the event of a disaster.	Craven County, Bridgeton, Cove City, Dover, Havelock, New Bern, River Bend, Trent Woods, Vanceboro	Flood, Hurricane & Tropical Storm, Coastal Hazard (Erosion & Rip Current), Tornado, Severe Winter Storm, Extreme Heat, Earthquake, Wildfire, Dam & Levee Failure	2	2.1	P	<ul style="list-style-type: none"> • Craven County Emergency Services • Craven County Board of Commissioners • Municipal Elected Boards 	Staff Time	GF, NCDPS, American Red Cross	2 to 3 years	In Progress – Carry Forward	Craven County in coordination with all participating municipal jurisdictions, will work through this exercise annually, as well as following the effects of a natural hazard event through the corrective action planning process.
CR9	In conjunction with annual EOP updates, determine if access to all critical facilities is readily available in the event of a flooding event. Careful consideration should be given to localized flooding issues that may restrict access along limited access thoroughfares. Where access issues are identified, the County will establish a plan for alternative transportation.	Craven County, Bridgeton, Cove City, Dover, Havelock, New Bern, River Bend, Trent Woods, Vanceboro	Flood, Hurricane & Tropical Storm, Coastal Hazard (Erosion & Rip Current), Dam & Levee Failure	3	3.2	ES	<ul style="list-style-type: none"> • Craven County Emergency Services • Municipal Administrations 	Staff Time	GF, NCDPS	Ongoing – as needed	In Progress – Carry Forward	The County EOP is reviewed annually and updated as necessary.
CR10	Continue to maintain the County's Continuity of Operations (COOP). This effort will include an annual update addressing risk management, service retention, alternative staffing procedures and recovery checklist for each County department.	Craven County, Bridgeton, Cove City, Dover, Havelock, New Bern, River Bend, Trent Woods, Vanceboro	All Hazards	3	3.2	ES	<ul style="list-style-type: none"> • Craven County Emergency Services • Municipal Administrations 	Staff Time	GF, NCDPS	Ongoing – as needed	In Progress – Carry Forward	The County COOP is reviewed annually and updated as necessary.
CR11	Review and update the County Emergency Operations Plan on an annual basis. This update will involve coordination with all municipalities to ensure that all emergency contacts are accurate.	Craven County, Bridgeton, Cove City, Dover, Havelock, New Bern, River Bend, Trent Woods, Vanceboro	All Hazards	3	3.2	ES	<ul style="list-style-type: none"> • Craven County Emergency Services • Municipal Administrations 	Staff Time	GF, NCDPS	Ongoing – as needed	In Progress – Carry Forward	The County EOP is reviewed annually and updated as necessary.
CR12	Continue to coordinate annually with the NC Forestry Division to address the threat of wildfire throughout the County. These efforts will involve posting of the daily fire risk present within the County on the County website daily. Additionally, the County will distribute and make information available regarding County methods for mitigating fire hazards.	Craven County, Bridgeton, Cove City, Dover, Havelock, New Bern, River Bend, Trent Woods, Vanceboro	Wildfire	4	4.1	PP	<ul style="list-style-type: none"> • Craven County Emergency Services • Craven County Board of Commissioners • Municipal Administrations 	Staff Time	GF, NC Forestry Service, NCDPS	Other - Annually	New	This strategy will be completed through implementation of this update.
CR13	Work to expand upon the County's Special Medical Needs Registry (SMNR). The SMNR is available to all County residents. Effective participation will require close cooperation between County ES and local government staff members. All jurisdictions will work to advertise the availability of this service within their respective communities. It should be noted that applicants must be approved once application is made. Application alone does not result in guaranteed emergency service.	Craven County, Bridgeton, Cove City, Dover, Havelock, New Bern, River Bend, Trent Woods, Vanceboro	Flood, Hurricane & Tropical Storm, Coastal Hazard (Erosion & Rip Current), Tornado, Severe Winter Storm, Extreme Heat, Earthquake, Wildfire, Dam & Levee Failure	2	2.2	ES	<ul style="list-style-type: none"> • Craven County Emergency Services • Municipal Administrations 	Staff Time	GF	Ongoing – over next five years	In Progress – Carry Forward	The County will work with participating municipal jurisdictions to advertise, maintain, and expand upon the County's special needs registry.

Number	Description	Applicable Jurisdictions	Hazards Addressed	Goal	Objective	Category	Lead/Participating Agencies (Lead Agency is in bold)	Estimated Cost	Potential Funding Sources	Implementation Schedule	2019 Status	Status Comments/Explanation
CR14	Continue to maintain the County's Local Emergency Planning Committee (LEPC) focused on monitoring the presence and proliferation of hazard materials throughout the County. The LEPC and County staff will continue to monitor these materials as submitted.	Craven County, Bridgeton, Cove City, Dover, Havelock, New Bern, River Bend, Trent Woods, Vanceboro	Man-Made Hazards	4	4.2	ES	<ul style="list-style-type: none"> • Craven County LEPC 	Staff Time	GF, NCDPS	Ongoing – next 5 years	In Progress – Carry Forward	Craven County Emergency Management will coordinate and maintain the County LEPC with representation from all participating municipalities.
CR15	Maintain information on the County website relating to evacuation and sheltering. Emergency information on the website will include: evacuation routes, sheltering, delays and closures, pet sheltering options, and special needs information.	Craven County, Bridgeton, Cove City, Dover, Havelock, New Bern, River Bend, Trent Woods, Vanceboro	All Hazards	2	2.2	ES	<ul style="list-style-type: none"> • Craven County Emergency Services • Municipal Administrations 	Staff Time	GF, NCDPS	Ongoing – next 5 years	In Progress – Carry Forward	Craven County maintains this information on the County's website and will continue to do so through the planning period.
CR16	Continue to provide detailed information regarding properties located within flood hazard areas as outlined under CRS Manual Section 322.a through 322.g.	Craven County, Havelock, New Bern, River Bend	Flood, Hurricane & Tropical Storm, Coastal Hazard (Erosion & Rip Current), Dam & Levee Failure	3	3.2	PP	<ul style="list-style-type: none"> • Craven County Planning Department • Craven County Board of Commissioners • Municipal Administrations 	Staff Time	GF	Ongoing – next 5 years	In Progress – Carry Forward	Craven County, Havelock, New Bern, and River Bend will continue to implement all activities defined under their respective CRS programs. Other Craven County municipalities will consider joining the program through implementation of this plan.
CR17	Continue to maintain a library of materials focused on educating citizens, builders, realtors and developers about the dangers associated with floodplain development. This information will also provide material outlining sound techniques for floodplain development and floodproofing of existing structures. The County will also maintain staff educated in these issues to work with prospective builders.	Craven County, Havelock, New Bern, River Bend	Flood, Hurricane & Tropical Storm, Coastal Hazard (Erosion & Rip Current), Dam & Levee Failure	2	2.2	PP	<ul style="list-style-type: none"> • Craven County Planning Department • Craven County Board of Commissioners • Municipal Administrations 	Staff Time	GF	Ongoing – next 5 years	In Progress – Carry Forward	This activity is carried out by the County for the benefit of all Citizens including all participating municipal jurisdictions.
CR18	Maintain a contract with a qualified post-disaster recovery service provider. This contract will include the provision of essential services and equipment, including generators, and will include documentation required for reimbursement from FEMA/NCEM.	Craven County, Bridgeton, Cove City, Dover, Havelock, New Bern, River Bend, Trent Woods, Vanceboro	Flood, Hurricane & Tropical Storm, Coastal Hazard (Erosion & Rip Current), Severe Winter Storm, Earthquake, Wildfire, Dam & Levee Failure	1	1.1	PP	<ul style="list-style-type: none"> • Craven County Board of Commissioners • Municipal Governing Boards 	To Be Determined	GF, NCDPS	Other – Review Annually	New	Craven County, and all participating municipal jurisdictions, maintains a contractor for generators and storm cleanup.
CR19	Maintain reciprocal mutual aid agreements with all neighboring communities in an effort to ensure adequate fire protection throughout the County. Additionally, all jurisdictions will provide preventive maintenance efforts to ensure the fire hydrants and equipment are working properly.	Craven County, Bridgeton, Cove City, Dover, Havelock, New Bern, River Bend, Trent Woods, Vanceboro	All Hazards	4	4.2	ES	<ul style="list-style-type: none"> • Craven County Emergency Services • Municipal Administrations • Volunteer Fire Departments 	Staff Time	GF, NCDPS	Ongoing – next 5 years	New	Craven County Emergency Services maintains mutual aid agreements with neighboring communities and updates them annually.
CR20	Work to implement all strategies outlined within the Hurricane Matthew Resilient Redevelopment Plan.	Craven County, Bridgeton, Cove City, Dover, Havelock, New Bern, River Bend, Trent Woods, Vanceboro	Flood, Hurricane & Tropical Storm, Coastal Hazard (Erosion & Rip Current), Dam & Levee Failure	3	3.1	P	<ul style="list-style-type: none"> • Craven County Board of Commissioners • Municipal Governing Boards 	To be determined	GF, NCDPS, FEMA, NCDPCM, USDA, NCDEQ, NCDOT	Ongoing – next 5 years	New	N/A

Number	Description	Applicable Jurisdictions	Hazards Addressed	Goal	Objective	Category	Lead/Participating Agencies (Lead Agency is in bold)	Estimated Cost	Potential Funding Sources	Implementation Schedule	2019 Status	Status Comments/Explanation
CR21	Continue to proactively seek out grant funding through NCEM and FEMA for mitigation of Craven County Schools and other critical facilities that involves general public usage during and after disaster events (such as generators, structural modifications, etc.) which would make structures more resilient during future storms.	Craven County, Bridgeton, Cove City, Dover, Havelock, New Bern, River Bend, Trent Woods, Vanceboro	Flood, Hurricane & Tropical Storm, Coastal Hazard (Erosion & Rip Current), Dam & Levee Failure	1	1.2	ES	<ul style="list-style-type: none"> • Craven County Planning Department • Craven County Board of Commissioners • Municipal Administrations 	To be determined	GF, NCDPS, HMGP, PDM, UHMA	Ongoing, as needed	New	Craven County, as well as participating jurisdictions, will utilize annual as well as post-disaster funding to retrofit existing critical infrastructure through elevation, structural modifications, or new construction to be more resilient to natural disasters.

**RESOLUTION ESTABLISHING JUST COMPENSATION FOR SELECTED REAL
PROPERTY IN CRAVEN COUNTY'S HURRICANE FLORENCE HAZARD MITIGATION GRANT PROGRAM**

WHEREAS, it has been certified by **A. D. Willis, III** as the County's contract appraiser for the Hurricane Florence Hazard Mitigation Grant Program (HMGP) that all properties listed below have been appraised in accordance with State law, Uniform Standards for Professional Appraisal Practice (USPAP) guidelines, and HMGP program guidelines; and

WHEREAS the County has copies of said appraisal reports in its possession that have been reviewed and found to be accurate and reliable;

THEREFORE BE IT RESOLVED, that Just Compensation is hereby established by the Craven County Board of Commissioners, for the following parcels:

Owner Name	Parcel Identification Number (PIN) of Parcel to be Acquired	Street Address	Established Fair Market Value
Allen & Janice Arthur	2-047-1-5CT4-005	1800 Frank Avenue, New Bern	\$162,500.00
Herbert Coombs	7-004-030	601 Howell Rd, New Bern	\$99,400.00
Michael Kennedy	7-004-031	605 Howell Rd, New Bern	\$99,900.00
Jessie Smith	7-004-015; 7-004-016	405 Howell Rd, New Bern	\$105,100.00
Thomas & Vivian Dean	7-005-007-T	126 Scotts Creek Dr, New Bern	\$108,700.00
Mary Jean Gushlaw	7-005-007-G	129 Scotts Creek Dr, New Bern	\$30,000.00

This 18 day of May, 2020.

Board Chairman: _____
Thomas F. Mark

Clerk to the Board: _____
Nan Holton

FLOOD DAMAGE PREVENTION ORDINANCE

Coastal Regular Phase

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ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES.

Sec. 18-1 STATUTORY AUTHORIZATION.

The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; [Article 6 of Chapter 153 A](#); [Article 8 of Chapter 160A](#); and [Article 7, 9 and 11 of Chapter 160D \(Effective January 1, 2021\)](#) ~~Parts 3 and 4 of Article 18 of Chapter 153A; and Part 121, Article 6 of Chapter 153A~~ of the North Carolina General Statutes, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

Therefore, the Board of Commissioners of Craven County, North Carolina, does ordain as follows:

Sec. 18-2 FINDINGS OF FACT.

- (1) The flood prone areas within the jurisdiction of Craven County are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- (2) These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood prone areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

Sec. 18-3 STATEMENT OF PURPOSE.

It is the purpose of this ordinance to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions within flood prone areas by provisions designed to:

- (1) Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion, flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
- (4) Control filling, grading, dredging, and all other development which may increase erosion or flood damage; and,
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Sec. 18-4 OBJECTIVES.

The objectives of this ordinance are:

- (1) To protect human life and health;
- (2) To minimize expenditure of public money for costly flood control projects;
- (3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) To minimize prolonged business losses and interruptions;
- (5) To minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in flood prone areas;
- (6) Minimize damage to private and public property due to flooding;
- (7) Make flood insurance available to the community through the National Flood Insurance Program;
- (8) Maintain the natural and beneficial functions of floodplains;
- (9) To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas; and,
- (10) To ensure that potential homebuyers are notified that property is in a Special Flood Hazard Area.

ARTICLE 2. DEFINITIONS.

Sec. 18-5 DEFINITIONS.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

“Accessory Structure (Appurtenant Structure)” means a structure which is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

“Addition (to an existing building)” means an extension or increase in the floor area or height of a building or structure.

“Alteration of a watercourse” means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

“Appeal” means a request for a review of the floodplain administrator's interpretation of any provision of this ordinance.

“Area of Shallow Flooding” means a designated Zone AO or AH on a community's Flood Insurance Rate Map (FIRM) with base flood depths determined to be from one (1) to three (3) feet. These areas are located where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

“Area of Special Flood Hazard” see “Special Flood Hazard Area (SFHA)”

“Base Flood” means the flood having a one (1) percent chance of being equaled or exceeded in any given year.

“Base Flood Elevation (BFE)” means a determination ~~as published in the Flood Insurance Study~~ of the water surface elevations of the base flood as published in the Flood Insurance Study. When the BFE has not been provided in a “Special Flood Hazard Area”, it may be obtained from engineering studies available from a Federal, State, or other source using FEMA approved engineering methodologies. This elevation, when combined with the “Freeboard”, establishes the “Regulatory Flood Protection Elevation”.

“Basement” means any area of the building having its floor subgrade (below ground level) on all sides.

“Breakaway Wall” means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.

“Building” see “Structure”.

“Chemical Storage Facility” means a building, portion of a building, or exterior area adjacent to a building used for the storage of any chemical or chemically reactive products.

“Coastal Area Management Act (CAMA)” means North Carolina’s Coastal Area Management Act, this act, along with the Dredge and Fill Law and the Federal Coastal Zone Management Act, is managed through North Carolina Department of Environmental Quality (NCDEQ) Division of Coastal Management (DCM).

“Coastal A Zone (CAZ)” means an area within a special flood hazard area, landward of a V zone or landward of an open coast without mapped V zones. In a Coastal A Zone, the principal source of flooding must be astronomical tides, storm surges, seiches, or tsunamis, not riverine flooding. During the base flood conditions, the potential for wave heights shall be greater than or equal to 1.5 feet. Coastal A Zones are not normally designated on FIRMs. (see Limit of Moderate Wave Action (LiMWA))

“Coastal Barrier Resources System (CBRS)” consists of undeveloped portions of coastal and adjoining areas established by the Coastal Barrier Resources Act (CoBRA) of 1982, the Coastal Barrier Improvement Act (CBIA) of 1990, and subsequent revisions, and includes areas owned by Federal or State governments or private conservation organizations identified as Otherwise Protected Areas (OPA).

“Coastal High Hazard Area” means a Special Flood Hazard Area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on a FIRM, or other adopted flood map as determined in Article 3, Section 18-7 of this ordinance, as Zone VE.

“Design Flood” See “Regulatory Flood Protection Elevation.”

“Development” means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

“Development Activity” means any activity defined as Development which will necessitate a Floodplain Development Permit. This includes buildings, structures, and non-structural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

“Digital Flood Insurance Rate Map (DFIRM)” means the digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.

“Disposal” defined as in NCGS 130A-290(a)(6), the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

“Elevated Building” means a non-basement building which has its reference level raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

“Encroachment” means the advance or infringement of uses, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

“Existing building and existing structure” means any building and/or structure for which the “start of construction” commenced before 5/4/87, the effective date of the initial FIRM

“Existing Manufactured Home Park or Manufactured Home Subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is pre-FIRM.

“Existing Manufactured Home Site” means a manufactured home site for which the construction of facilities for servicing the site(s) on which the manufactured home(s) are to be affixed (including, at a minimum, the installation of utilities, the construction of streets (if applicable), and/or either final site grading or the pouring of concrete pads) is completed before July 2, 2004.

“Flood” or “Flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters; and,
- (2) the unusual and rapid accumulation of runoff of surface waters from any source.

“Flood Boundary and Floodway Map (FBFM)” means an official map of a community, issued by the Federal Emergency Management Agency, on which the Special Flood Hazard Areas and the floodways are delineated. This official map is a supplement to and shall be used in conjunction with the Flood Insurance Rate Map (FIRM).

“Flood Hazard Boundary Map (FHBM)” means an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the Special Flood Hazard Areas have been defined as Zone A.

“Flood Insurance” means the insurance coverage provided under the National Flood Insurance Program.

“Flood Insurance Rate Map (FIRM)” means an official map of a community, issued by the Federal Emergency Management Agency, on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.

“Flood Insurance Study (FIS)” means an examination, evaluation, and determination of flood hazard areas, corresponding water surface elevations (if appropriate), flood insurance risk zones, and other flood data in a community issued by FEMA. The Flood Insurance Study report includes Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), if published.

“Floodplain” or “Flood Prone Area” ~~see “Floodplain” means any land area susceptible to being inundated by water from any source.~~

“Flood Zone” means a geographical area shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

“Floodplain” means any land area susceptible to being inundated by water from any source.

“Floodplain Administrator” is the individual appointed to administer and enforce the floodplain management regulations.

“Floodplain Development Permit” means any type of permit that is required in conformance with the provisions of this ordinance, prior to the commencement of any development activity.

“Floodplain Management” means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

“Floodplain Management Regulations” means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power. ~~which control development in flood-prone areas.~~ This term describes Federal, State or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

“Floodproofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities, or structures with their contents.

“Flood-resistant material” means any building product [material, component or system] capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, and available from FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

“Floodway” means the channel of a river or other watercourse including the area above a bridge or culvert when applicable and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

“Floodway encroachment analysis” means an engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and hydraulic models meeting the minimum requirement of the National Flood Insurance Program.

~~“Floor” see “Lowest Floor”~~

“Freeboard” means the height added to the BFE to account for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, storm surge or precipitation exceeding the base flood, and the hydrological effect of urbanization of the watershed. The BFE plus the freeboard establishes the “Regulatory Flood Protection Elevation”.

“Functionally Dependent Facility” means a facility which cannot be used for its intended purpose unless it is located in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

“Hazardous Waste Management Facility” means a facility for the collection, storage, processing, treatment, recycling, recovery, or disposal of hazardous waste as defined in NCGS Article 9 of Chapter 130A.

“Highest Adjacent Grade (HAG)” means the highest natural elevation of the ground surface, prior to construction immediately next to the proposed walls of the structure.

“Historic Structure” means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the US Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

- (c) Individually listed on a local State inventory of historic places; landmarks in communities with a “Certified Local Government (CLG) Program”;
- (d) Certified as contributing to the historical significance of a historic district designated by a “Certified Local Government (CLG) Program”. ~~Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified~~
 - ~~(1) by an approved state program as determined by the Secretary of Interior, or~~
 - ~~(2) directly by the Secretary of Interior in states without approved programs.~~

Certified Local Government (CLG) Programs are approved by the US Department of the Interior in cooperation with the North Carolina Department of Cultural Resources through the State Historic Preservation Officer as having met the requirements of the National Historic Preservation Act of 1966 as amended in 1980.

“Letter of Map Change (LOMC)” means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

- (a) Letter of Map Amendment (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- (b) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
- (c) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community’s floodplain management regulations.
- (d) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

“Light Duty Truck” means any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

- (a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (c) Available with special features enabling off-street or off-highway operation and use.

“Limit of Moderate Wave Action (LiMWA)” means the boundary line given by FEMA on coastal map studies marking the extents of Coastal A Zones (CAZ).

“Lowest Adjacent Grade (LAG)” means the lowest elevation of the ground, sidewalk or patio slab, immediately next to the building or deck support, after completion of the building. ~~For Zone A and AO, use the natural grade elevation prior to construction.~~

“Lowest Floor” means the ~~lowest floor subfloor, top of slab or grade~~ of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building's lowest floor provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

“Manufactured Home” means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term “manufactured home” does not include a “recreational vehicle”.

“Manufactured Home Park or Subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

“Map Repository” means the location of the official flood hazard data to be applied for floodplain management. It is a central location in which flood data is stored and managed; in North Carolina, FEMA has recognized that the application of digital flood hazard data products carries the same authority as hard copy products. Therefore, the NCEM’s Floodplain Mapping Program websites house current and historical flood hazard data. For effective flood hazard data, the NC FRIS website (<http://FRIS.NC.GOV/FRIS>) is the map repository, and for historical flood hazard data the FloodNC website (<http://FLOODNC.GOV/NCFLOOD>) is the map repository.

“Market Value” means the building value, excluding the land (as agreed to between a willing buyer and seller), as established by what the local real estate market will bear. Market value can be established by independent certified appraisal, replacement cost depreciated by age of building (Actual Cash Value) or adjusted assessed values.

~~“Mean Sea Level” means, for purposes of the NFIP, the National Geodetic Vertical Datum (NGVD) as corrected in 1929, the North American Vertical Datum (NAVD) as corrected in 1988 or other vertical control datum used as a reference for establishing varying elevations within the floodplain, to which Base Flood Elevations (BFEs) shown on a FIRM are referenced. Refer to each FIRM panel to determine datum used.~~

“New Construction” means structures for which the “start of construction” commenced on or after **April 6, 1987**, the effective date of the initial floodplain management regulations ~~original version of this ordinance~~ and includes any subsequent improvements to such structures.

“Nonconforming Building or Development” means any legally existing building or development which fails to comply with the current provisions of this ordinance.

“Non-Encroachment Area (NEA)” means the channel of a river or other **watercourse including the area above a bridge or culvert when applicable**, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot as designated in the Flood Insurance Study report.

“Obstruction” includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

“Otherwise Protected Area (OPA)” see “Coastal Barrier Resources System (CBRS)”.

“Post-FIRM” means construction or other development which started on or after ~~January 1, 1975~~ **May 4, 1987** ~~or on or after~~ the effective date of the initial Flood Insurance Rate Map ~~for the area, whichever is later~~.

“Pre-FIRM” means construction or other development which started before ~~January 1, 1975~~ **May 4, 1987** ~~or before~~ the effective date of the initial Flood Insurance Rate Map for the area, whichever is later.

“Primary Frontal Dune (PFD)” means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

“Principally Above Ground” means that at least 51% of the actual cash value of the structure is above ground.

“Public Safety” and/or “Nuisance” means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

“Recreational Vehicle (RV)” means a vehicle, which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck; and,
- (d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use, and
- (e) Is fully licensed and ready for highway use.

“Reference Level” is the ~~top of the lowest floor for structures portion of a structure or other development that must be compared to the regulatory flood protection elevation to determine regulatory compliance of such building~~ within the Special Flood Hazard Areas designated as Zones ~~A1-A30~~, A, AE, A99, AO, ~~or~~ AH. The reference level is the ~~top~~ bottom of the lowest horizontal structural member of the lowest floor for structures within Special Flood Hazard Areas designated as Zone VE.

“Regulatory Flood Protection Elevation” means the elevation to which all structures and other development located within the Special Flood Hazard Areas must be elevated. Non-residential structures may be floodproofed in lieu of elevation. Where Base Flood Elevations (BFE) have been determined, this elevation shall be the BFE plus two (2) feet of freeboard except for existing manufactured home sites. For existing manufactured home sites, the regulatory flood protection elevation shall be the BFE plus two (2) feet unless achieving such elevation causes the lowest horizontal structural member of the manufactured home to exceed thirty-six (36) inches ground clearance. In this case, there are two options that would preclude the home from having to meet the freeboard requirement:

- 1) Fill to reduce amount of ground clearance or
- 2) Request exemption of freeboard requirement (exemption will be granted provided that the lowest floor and all mechanical, electrical and ductwork is installed at or above the BFE with the intent to achieve the above referenced freeboard requirement).

Any non-substantial additions to post-firm structures in which construction commenced on or after May 4, 1987 and prior to July 2, 2004 must be elevated to at least BFE but are exempt from freeboard.

“Remedy a Violation” means to bring the structure or other development into compliance with State or Community floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

~~“Retrofitting” means measures, such as floodproofing, elevation, construction of small levees, and other modifications, taken on an existing building or its yard to protect it from flood damage.~~

“Riverine” means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

“Salvage Yard” means property used for the storage, collection, and/or recycling of any type of equipment whatsoever, whether industrial or noncommercial, and including but not limited to vehicles, appliances and related machinery.

“Sand Dunes” means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

“Shear Wall” means walls used for structural support but not structurally joined or enclosed at the end (except by breakaway walls). Shear walls are parallel or nearly parallel to the flow of the water.

“Solid Waste Disposal Facility” means any facility involved in the disposal of solid waste, as defined in NCGS 130A-290(a)(35).

“Special Flood Hazard Area (SFHA)” is the land in the floodplain subject to a one (1%) percent or greater chance of being flooded in any given year as determined in Article 3, Section 18-7 of this ordinance.

“Solid Waste Disposal Site” defined as in NCGS 130A-290(a)(36), **any place at which solid wastes are disposed of by incineration, sanitary landfill, or any other method.**

“Start of Construction” includes substantial improvement, and means the date the building permit was issued provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

“Structure” means a walled and roofed building, a manufactured home, or a gas, liquid, **or liquefied gas** storage tank that is principally above ground.

“Substantial Damage” means damage of any origin sustained by a structure during any one year period whereby the cost of restoring the structure to it’s before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. See definition of “substantial improvement”.

“Substantial Improvement” means any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any one year period whereby the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

- (a) Any correction of existing violations of State or community health, sanitary, or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or,
- (b) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure, **and the alteration is approved by variance issued pursuant to Article 4 Section 18-29 of this ordinance.**

“Technical Bulletin and Technical Fact Sheet” means a FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

“Temperature Controlled” means having the temperature regulated by a heating and/or cooling system, built-in or appliance.

“Variance” is a grant of relief from the requirements of this ordinance.

“Violation” means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other

evidence of compliance required in Articles 4 and 5 is presumed to be in violation until such time as that documentation is provided.

“Watercourse” means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

“Water Surface Elevation (WSE)” means the height, in relation to ~~NAVD 1988 mean-sea-level~~, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

ARTICLE 3. GENERAL PROVISIONS.

Sec. 18-6 LANDS TO WHICH THIS ORDINANCE APPLIES.

This ordinance shall apply to all Special Flood Hazard Areas within the jurisdiction of Craven County.

Sec. 18-7 BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS.

The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its Flood Insurance Study (FIS) for Craven County dated ~~April 16, 2013~~ **June 19, 2020 for Craven County** and its ~~associated accompanying~~ DFIRM panels, ~~Flood Insurance Rate Map (FIRM)~~, including any digital data developed as part of the FIS, which are adopted by reference and declared to be a part of this ~~ordinance chapter and all future~~ revisions ~~thereto after January 1, 2021. to the FIS or FIRM panels that do not change flood hazard data within the jurisdiction authority of Craven County are also adopted by reference and declared to be part of this chapter. Future~~ revisions to the FIS and DFIRM panels that do not change flood hazard data within the jurisdictional authority of Craven County are also adopted by reference and declared a part of this ordinance. Subsequent Letter of Map Revisions (LOMRs) and/or Physical Map Revisions (PMRs) shall be adopted within 3 months.

Sec. 18-8 ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.

A Floodplain Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities within Special Flood Hazard Areas as determined in Article 3, Section 18-7.

Sec. 18-9 COMPLIANCE.

No structure or land shall hereafter be located, extended, converted, altered, or developed in any way without full compliance with the terms of this ordinance and other applicable regulations.

Sec. 18-10 ABROGATION AND GREATER RESTRICTIONS.

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 18-11 INTERPRETATION.

In the interpretation and application of this ordinance, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and,
3. Deemed neither to limit nor repeal any other powers granted under State statutes.

Sec. 18-12 WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Actual flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Special Flood Hazard Areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the

part of Craven County or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

Sec. 18-13 PENALTIES FOR VIOLATION.

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a **Class 1** misdemeanor pursuant to NC G.S. § 143-215.58. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than ~~\$100.00~~ ~~\$50.00~~ or imprisoned for not more than thirty (30) days, or both. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent Craven County from taking such other lawful action as is necessary to prevent or remedy any violation.

Sec. 18-14 - Sec. 18-24. Reserved.

ARTICLE 4. ADMINISTRATION.

Sec. 18-25 DESIGNATION OF FLOODPLAIN ADMINISTRATOR.

The Chief Building ~~Codes~~ Inspector, hereinafter referred to as the “Floodplain Administrator”, is hereby appointed to administer and implement the provisions of this ordinance. **In instances where the Floodplain Administrator receives assistance from others to complete tasks to administer and implement this ordinance, the Floodplain Administrator shall be responsible for the coordination and community’s overall compliance with the National Flood Insurance Program and the provisions of this ordinance.**

Sec. 18-26 FLOODPLAIN DEVELOPMENT PERMIT AND CERTIFICATION REQUIREMENTS.

(1) **Plans and Application Requirements.** Application for a Floodplain Development Permit shall be made to the floodplain administrator on forms furnished by him or her prior to any development activities proposed to be located within flood prone areas. The following items/information shall be presented to the floodplain administrator to apply for a floodplain development permit.

- (a) A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:
 - i) The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, the location of utility systems, proposed grading/pavement areas, fill materials, storage areas, drainage facilities, and other proposed development;
 - ii) The boundary of the Special Flood Hazard Area as delineated on the FIRM or other flood map as determined in Article 3, Section 18-7 or a statement that the entire lot is within the Special Flood Hazard Area;
 - iii) Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in Article 3, Section 18-7;
 - iv) The boundary of the floodway(s) or non-encroachment area(s) as determined in Article 3, Section 18-7;
 - v) The Base Flood Elevation (BFE) where provided as set forth in Article 3, Section 18-7; Article 4, Section 18-27(11 & 12); or Article 5, Sections 18-40, 18-41(5) and 18-42;
 - vi) The old and new location of any watercourse that will be altered or relocated as a result of proposed development;
 - vii) The boundary and designation date of the Coastal Barrier Resource System (CBRS) area or Otherwise Protected Areas (OPA), if applicable.

- (b) Proposed elevation, and method thereof, of all development within a Special Flood Hazard Area including but not limited to:
 - i) Elevation in relation to NAVD 1988 ~~mean-sea-level~~ of the proposed reference level (including basement) of all structures;
 - ii) Elevation in relation to NAVD 1988 ~~mean-sea-level~~ to which any non-residential structure in Zones A, AE, AH, AO, A99 will be flood-proofed; and
 - iii) Elevation in relation to NAVD 1988 ~~mean-sea-level~~ to which any proposed utility systems will be elevated or floodproofed;
- (c) If floodproofing, a Floodproofing Certificate (FEMA Form 086-0-34) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures. ~~and back-up plans from a registered professional engineer or architect certifying that the non-residential floodproofed development will meet the floodproofing criteria in Article 5, Section 18-41(2) and Section 18-40(11).~~
- (d) A Foundation Plan drawn to scale which shall include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include but are not limited to:
 - i) Proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/shear walls); and
 - ii) ~~Should solid foundation perimeter walls be used in floodplains, details of sufficient~~ Openings to facilitate automatic equalization of hydrostatic flood forces on walls ~~the unimpeded movements of floodwaters in~~ accordance with Article 5, Section 18-41(4)(c) when solid foundation perimeter walls are used in Zones A, AE, AH, AO, A99.
 - iii) The following, in Coastal High Hazard Areas, in accordance with the provisions of Article 5, Section 18-41(4)(e) and Article 5, Section 18-45 and (Article 5, Section 18-46 if applicable)
 - (1) Plans for open wood latticework or insect screening, if applicable; and
 - (2) Plans for non-structural fill, if applicable. If non-structural fill is proposed, it must be demonstrated through coastal engineering analysis that the proposed fill would not result in any increase in the BFE or otherwise cause adverse impacts by wave ramping and deflection on to the subject structure or adjacent properties.
- (e) Usage details of any enclosed areas ~~space below the lowest floor. regulatory flood protection elevation.~~
- (f) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage;
- (g) Certification that ~~Copy of~~ all other Local, State and Federal permits required prior to floodplain development permit issuance (i.e. Wetlands, Erosion and Sedimentation Control, Riparian Buffers, Mining, etc.) ~~have been received.~~
- (h) Documentation ~~If floodplain development permit is issued~~ for placement of Recreational Vehicles and/or Temporary Structures, when applicable, ~~documentation~~ to ensure that the provisions of Article 5, Section 18-41 Subsections 6 & 7 of this code are met.
- (i) If a watercourse is proposed to be altered and/or relocated, a description of the extent of watercourse alteration or relocation; including an engineering report on the effects of the proposed project on the flood-carrying

capacity of the watercourse and the effects to properties located both upstream and downstream; and a map (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.

- (2) **Floodplain Development Permit Data Requirements.** The following information shall be provided at a minimum on the Floodplain Development Permit to ensure compliance with this code.
- (a) A **complete** description of the development to be permitted under the floodplain development permit issuance (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.).
 - (b) The Special Flood Hazard Area determination for the proposed development per available data specified in Article 3, Section 18-7.
 - (c) The regulatory flood protection elevation required for the reference level and all attendant utilities.
 - (d) The regulatory flood protection elevation required for the protection of all public utilities.
 - (e) All certification submittal requirements with timelines.
 - (f) A **statement State** that no fill material shall encroach into the floodway or non-encroachment area of any watercourse, ~~if applicable~~ unless the requirements of Article 5, Section 18-44 have been met.
 - (g) The flood openings requirements, if in Zones A, AE, AH, AO, A99.
 - (h) Limitations of below BFE enclosure uses . (i.e., parking, building access and limited storage only).
 - (i) A statement, if in Zone VE, that there shall be no alteration of sand dunes which would increase potential flood damage.
 - (j) A statement, if in Zone VE, that there shall be no fill used for structural support.
 - (k) A statement, that all materials below BFE/RFPE must be flood resistant materials

(3) **Certification Requirements.**

- (a) Elevation Certificates
 - (i) A preliminary Elevation Certificate (*FEMA Form 086-0-33*) ~~shall be submitted to the floodplain administrator prior to the issuance of any building permit.~~ is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to NAVD 1988. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit.
 - (ii) A Final As-Built Elevation Certificate (FEMA Form ~~086-0-33 81-31~~) ~~or Floodproofing Certificate (FEMA Form 81-65)~~ is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of final as-built construction of the elevation ~~or floodproofed elevation~~ of the reference level and all attendant utilities. ~~The Floodplain Administrator shall review the certificate data submitted. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same. When floodproofing is utilized, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The floodplain administrator shall review the certificate data submitted.~~ Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another

certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make said corrections required shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A of the Elevation Certificate. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

(b) Floodproofing Certificate

- (i) A final Finished Construction Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.
- (c) If a manufactured home is placed within an A, AE, AO, AH, or A99 zone and the elevation of the chassis is above 36 inches in height, an engineered foundation certification is required per Article 5, Section 18-41(3).
- (d) If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by the permit applicant prior to issuance of a floodplain development permit.
- (e) Certification Exemptions. The following structures, if located within A, AE, AO, AH or A99 ~~A1-30~~ Zones, are exempt from the elevation/floodproofing certification requirements specified in items (a) and (b) above:
 - i) Recreational Vehicles meeting requirements of Article 5, Section 18-41(6)(a);
 - ii) Temporary Structures meeting requirements of Article 5, Section 18-41(7); and
 - iii) Accessory Structures less than 150 square feet or \$5,000 or less and meeting requirements of Article 5, Section 18-41(8).
- (f) A V-Zone Certification with accompanying design plans and specifications is required prior to issuance of a Floodplain Development permit within coastal high hazard areas. It shall be the duty of the permit applicant to submit to the Floodplain Administrator said certification to ensure the design standards of this ordinance are met. A registered professional engineer or architect shall develop or review the structural design, plans, and specifications for construction and certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of this ordinance. This certification is not a substitute for an Elevation Certificate.

(4) Determinations for existing buildings and structures

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (a) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (b) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (d) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.

Sec. 18-27 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

Duties of the floodplain administrator shall include, but not be limited to:

- (1) Review all floodplain development applications and issue permits for all proposed development within flood prone areas to assure that the requirements of this ordinance have been satisfied.
- (2) Review all proposed development within the Special Flood Hazard Areas to assure that all necessary ~~Advise permittee that additional~~ Local, Federal or State permits (i.e., ~~Wetlands, Erosion and Sedimentation Control, Riparian Buffers, Mining, etc.~~) may be required, and if specific Federal or State permits are known, require that copies of such permits be provided and maintained on file with the floodplain development permit have been received, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C 1334.
- (3) Notify adjacent communities and the North Carolina Department of Crime Control and Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.
- (5) Prevent encroachments within floodways and non-encroachment areas.
- (6) Obtain actual elevation (in relation to ~~NAVD 1988 mean-sea-level~~) of the reference level (including basement) of all attendant utilities of all new or substantially improved structures, in accordance with Article 4, Section 18-26(3).
- (7) Obtain the actual elevation (in relation to ~~NAVD 1988 mean-sea-level~~) to which the new or substantially improved structures and all utilities have been floodproofed, in accordance with Article 4, Section 18-26(3).
- (8) Obtain actual elevation (in relation to ~~NAVD 1988 mean-sea-level~~) of all public utilities, in accordance with Article 4, Section 18-26(3).
- (9) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with Article 4, Section 18-26(3) and Article 5, Section 18-41(2).

- (10) Where interpretation is needed as to the exact location of boundaries of the Special Flood Hazard Areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
- (11) When Base Flood Elevation (BFE) data has not been provided in accordance with Article 3, Section 18-7, obtain, review, and reasonably utilize any Base Flood Elevation (BFE) data, along with floodway data and/or non-encroachment area data available from a Federal, State, or other source, including data developed pursuant to Article 5, Section 18-42(3), in order to administer the provisions of this ordinance.
- (12) When Base Flood Elevation (BFE) data is provided but no floodway nor non-encroachment area data has been provided in accordance with Article 3, Section 18-7, obtain, review, and reasonably utilize any floodway data, and/or non-encroachment area data available from a Federal, State, or other source in order to administer the provisions of this ordinance.
- (13) When the exact location of boundaries of the Special Flood Hazard Areas conflict with the current, natural topography information at the site, the property owner may apply and be approved for a Letter of Map Amendment (LOMA) by FEMA. A copy of the Letter of Map Amendment issued from FEMA will be maintained by the floodplain administrator in the floodplain development permit file.
- (14) Permanently maintain all records that pertain to the administration of this ordinance and make these records available for public inspection.
- (15) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the floodplain administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the floodplain administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.
- (16) Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the floodplain administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.
- (17) Revocation of floodplain development permits as required. The floodplain administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.
- (18) Make periodic inspections throughout all special flood hazard areas within the jurisdiction of the community. The floodplain administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.
- (19) Follow through with corrective procedures of Article 4, Section 18-28.
- (20) Review, provide input, and make recommendations for variance requests.
- (21) Maintain a current map repository to include, but not limited to, historical and effective FIS Report, historical and effective FIRM and other official flood maps and studies adopted in accordance with the provisions of Article 3, Section 18-7 of this ordinance, including any revisions thereto including Letters of Map Change, issued by FEMA. Notify State and FEMA of mapping needs.

- (22) Coordinate revisions to FIS reports and FIRMs, including Letters of Map Revision Based on Fill (LOMR-Fs) and Letters of Map Revision (LOMRs).

Sec. 18-28 CORRECTIVE PROCEDURES.

- (1) Violations to be Corrected: When the floodplain administrator finds violations of applicable State and local laws, it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law pertaining to their property.
- (2) Actions in Event of Failure to Take Corrective Action: If the owner of a building or property shall fail to take prompt corrective action, the floodplain administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating
- (a) That the building or property is in violation of the Flood Damage Prevention Ordinance;
 - (b) That a hearing will be held before the floodplain administrator at a designated place and time, not later than ten (10) days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and,
 - (c) That following the hearing, the floodplain administrator may issue such order to alter, vacate, or demolish the building; or to remove fill as appears appropriate.
- (3) Order to Take Corrective Action: If, upon a hearing held pursuant to the notice prescribed above, the floodplain administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he or she shall make an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than sixty (60) days, **nor more than least 180 calendar days**. Where the floodplain administrator finds that there is imminent danger to life or other property, he may order that corrective action be taken in such lesser period as may be feasible.
- (4) Appeal: Any owner who has received an order to take corrective action may appeal the order to the local elected governing body by giving notice of appeal in writing to the floodplain administrator and the clerk within ten (10) days following issuance of the final order. In the absence of an appeal, the order of the floodplain administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.
- (5) Failure to Comply with Order: If the owner of a building or property fails to comply with an order to take corrective action from which no appeal has been **made taken**, or fails to comply with an order of the governing body following an appeal, **the owner he** shall be guilty of a **Class 1** misdemeanor **pursuant to NC G.S. § 143-215.58** and shall be punished in the discretion of the court.

Sec. 18-29 VARIANCE PROCEDURES.

- (1) The Board of Adjustments as established by Craven County, hereinafter referred to as the "appeal board", shall hear and decide requests for variances from the requirements of this ordinance.
- (2) Any person aggrieved by the decision of the appeal board may appeal such decision to the Court, as provided in Chapter 7A of the North Carolina General Statutes.
- (3) Variances may be issued for:
- (a) The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

- (b) Functionally dependent facilities if determined to meet the definition as stated in Article 2 of this ordinance, provided provisions of Article 4, Section 18-29(9)(b), (c), and (e) have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or
 - (c) Any other type of development provided it meets the requirements of this Section.
- (4) In passing upon variances, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:
- (a) The danger that materials may be swept onto other lands to the injury of others;
 - (b) The danger to life and property due to flooding or erosion damage;
 - (c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (d) The importance of the services provided by the proposed facility to the community;
 - (e) The necessity to the facility of a waterfront location, where applicable;
 - (f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - (g) The compatibility of the proposed use with existing and anticipated development;
 - (h) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - (i) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (j) The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and,
 - (k) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.
- (5) A written report addressing each of the above factors shall be submitted with the application for a variance.
- (6) Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- (7) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the BFE and the elevation to which the structure is to be built and that such construction below the BFE increases risks to life and property, and that the issuance of a variance to construct a structure below the BFE may result in increased premium rates for flood insurance up to \$25 per \$100 of insurance coverage. Such notification shall be maintained with a record of all variance actions, including justification for their issuance. ~~Variances shall not be issued within any designated floodway or non-encroachment area if any increase in flood levels during the base flood discharge would result.~~
- (8) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the FEMA and the State of North Carolina upon request.
- (9) Conditions for Variances:

- (a) Variances may not be issued when the variance will make the structure in violation of other Federal, State, or local laws, regulations, or ordinances.
 - (b) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (c) Variances shall only be issued upon:
 - i) A showing of good and sufficient cause;
 - ii) A determination that failure to grant the variance would result in exceptional hardship; and
 - iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (d) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the Base Flood Elevation (BFE) and the elevation to which the structure is to be built and a written statement that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced reference level elevation. Such notification shall be maintained with a record of all variance actions.
 - (e) The floodplain administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and the State of North Carolina upon request.
- (10) A variance may be issued for solid waste disposal facilities, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in Special Flood Hazard Areas provided that all of the following conditions are met. A Floodplain Development permit may be issued for such development only if a variance is granted.
- (a) The use serves a critical need in the community.
 - (b) No feasible location exists for the use outside the Special Flood Hazard Area.
 - (c) The reference level of any structure is elevated or floodproofed to at least the regulatory flood protection level.
 - (d) The use complies with all other applicable federal, state and local laws.
 - (e) Craven County has notified the Secretary of the North Carolina Department of Crime Control and Public Safety of its intention to grant a variance at least thirty (30) days prior to granting the variance.

Sec. 18-30 - Sec. 18-39. Reserved.

ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION.

Sec. 18-40 GENERAL STANDARDS.

In all Special Flood Hazard Areas the following provisions are required:

- (1) All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.
- (2) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- (3) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damages.

- (4) All new electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment facilities shall be located at or above RFPE or designed and installed ~~for located so as~~ to prevent water from entering or accumulating within the components during the occurrence of base flood. ~~conditions of flooding~~. These include but are not limited to HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas, meter panels/boxes, utility/cable boxes, appliances (i.e., washers, dryers, refrigerator, etc.), hot water heaters, electric outlets/switches.
- (a) Replacements part of a substantial improvement, electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall also meet the above provisions.
 - (b) Replacements that are for maintenance and not part of a substantial improvement, may be installed at the original location provided the addition and/or improvements only comply with the standards for new construction consistent with the code and requirements for the original structure.
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- (7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (8) ~~Nothing in this ordinance shall prevent the Any alteration, repair, reconstruction, or replacement improvements of a building or~~ to a structure existing on the effective date of this ordinance and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the Regulatory Flood Protection Elevation in the floodway, non-encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance. ~~which is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance.~~
- (9) New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in Article 4, Section 18-29 (10). A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a Special Flood Hazard Area only if the structure or tank is either elevated or floodproofed to at least the Regulatory Flood Protection Elevation and certified in accordance with the provisions of Article 4, Section 18-26 (3).
- ~~Non-conforming structures or other development may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this ordinance. Provided, however, nothing in this ordinance shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this ordinance and located totally or partially within the floodway, non-encroachment area, or stream setback, provided that the bulk of the building or structure below the regulatory flood protection elevation in the floodway, non-encroachment area, or stream setback is not increased and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance.~~
- (10) Have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- (11) Have adequate drainage provided to reduce exposure to flood hazards.
- (12) All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage.

- (13) All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- (14) All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (15) All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (16) When a structure is partially located in a Special Flood Hazard Area, the entire structure shall meet the requirements for new construction and substantial improvements.
- (17) When a structure is located in multiple flood hazard zones or in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest BFE shall apply.

Sec. 18-41 SPECIFIC STANDARDS.

In all Special Flood Hazard Areas where Base Flood Elevation (BFE) data has been provided, as set forth in Article 3, Section 18-7, or Article 4, Section 18-27(11 & 12), the following provisions are required:

- (1) Residential Construction. New construction or substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation.
- (2) Non-Residential Construction. New construction or substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation. Structures located in A, ~~AO~~, AE, AH, A99 and AO ~~A1-30~~ Zones may be floodproofed to the Regulatory Flood Protection Elevation in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the ~~Regulatory required~~ Flood Protection Elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. For AO Zones, the floodproofing elevation shall be in accordance with Article 5, Section 18-43.3 (2). A registered professional engineer or architect shall certify that the floodproofing standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator ~~official~~ as set forth in Article 4, Section 18-26(3).
- (3) Manufactured Homes.
 - (a) New or replacement manufactured homes shall be elevated so that the reference level of the manufactured home is no lower than the regulatory flood protection elevation.
 - (b) Manufactured homes shall be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement in accordance with the State of North Carolina Regulations for Manufactured/Mobile Homes, 1995 Edition, and any revision thereto adopted by the Commissioner of Insurance pursuant to NCGS §143-143.15 or a certified engineered foundation. Additionally, when the elevation would be met by an elevation of the chassis thirty-six (36) inches or less above the grade at the site, the chassis shall be supported by reinforced piers or other foundation elements of at least equivalent strength. When the elevation of the chassis is above thirty-six (36) inches in height, an engineering certification is required.
 - (c) All foundation enclosures or skirting shall be in accordance with Article 5, Section 18-41(4).

(d) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood prone areas. This plan shall be filed with and approved by the floodplain administrator and the local Emergency Management coordinator.

(4) **Elevated Buildings.** Fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor or below the lowest horizontal structural member in VE zones: ~~New construction or substantial improvements of elevated buildings that include fully enclosed areas that are below the regulatory flood protection elevation shall not be designed to be used for human habitation, but shall be designed to be used only for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises, be constructed entirely of flood resistant materials below the regulatory flood protection level in A, AO, AE, and A1-30 zones and meet the following design criteria:~~

(a) Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas or building access via stairs or elevator. ~~Measures for complying with this requirement shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. To meet this requirement, the foundation must either be certified by a professional engineer or architect or meet the following minimum design criteria:~~

(b) Shall be constructed entirely of flood resistant materials at least to the Regulatory Flood Protection Elevation; and

(c) Shall, in Coastal High Hazard Areas (Zone VE), meet requirements of Article 5, Section 18-43.1 shall include, in Zones A, AE, AH, AO, A99 flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:

- i) Provide a minimum of two openings on different sides of each enclosed area subject to flooding.
- ii) The total net area of all openings must be at least one (1) square inch for each square foot of each enclosed area subject to flooding.
- iii) If a building has more than one enclosed area, each area must have openings on exterior walls to allow floodwater to **automatically directly enter and exit**;
- iv) The bottom of all required openings shall be no higher than one (1) foot above the **higher of the interior or exterior** adjacent grade;
- v) **Flood** openings may be equipped with screens, louvers, or other opening coverings or devices provided they permit the automatic flow of floodwaters in both directions; and
- vi) **Foundation** Enclosures **made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.**

~~1) Vinyl or sheet metal skirting is not considered an enclosure for regulatory and flood insurance rating purposes. Therefore such skirting does not require hydrostatic openings as outlined above.~~

~~2) Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires hydrostatic openings as outlined above to comply with this ordinance.~~

- (d) Shall, in Coastal High Hazard Areas (Zone VE), meet the requirements of Article 5, Section 18-43.1 ~~Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, except to enclose storage areas.~~

(5) Additions/Improvements.

- (a) Additions and/or improvements to pre-FIRM structures whereas the addition and/or improvements in combination with any interior modifications to the existing structure are:
- i) Not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure.
 - ii) A substantial improvement, ~~with modifications/rehabilitations/improvements to both the existing structure or the common wall is structurally modified more than installing a doorway, both the existing structure and the addition and/or improvements must comply with the standards for new construction.~~
- (b) Additions to post-FIRM structures with no modifications to the existing structure shall require only the addition to comply with the standards for new construction. Refer to the last sentence of Article 2, Section 18-5 "Regulatory Flood Protection Elevation" for freeboard information.
- (c) Additions and/or improvements to post-FIRM structures whereas the addition and/or improvements in combination with any interior modifications to the existing structure:
- i) Are not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction ~~consistent with the code and requirements for the original structure. Refer to the last sentence of Article 2, Section 18-5 "Regulatory Flood Protection Elevation" for freeboard information.~~
 - ii) A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.
- (d) ~~Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a One (1) year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, the One (1) year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this ordinance. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The requirement does not, however, include either: Where a fire wall or independent perimeter load-bearing wall is provided between the addition and the existing building, the addition(s) shall be considered a separate building and only the addition must comply with the standards for new construction.~~
- (i) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assume safe living conditions.
 - (ii) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

- (6) Recreational Vehicles. Recreation vehicles ~~placed on sites within a Special Flood Hazard Area~~ shall either:

- (a) **Temporary Placement**
 - (i) Be on site for fewer than 180 consecutive days ~~or; and~~
 - (ii) Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and has no permanently attached additions);
 - (b) **Permanent Placement Recreation vehicles that do not meet the limitations of Temporary Placement shall meet all the requirements for new construction.**, ~~including anchoring and elevation requirements of Article 4, Section 18-26 and Article 5, Sections 18-40 and 18-41(3).~~
- (7) **Temporary Non-Residential Structures.** Prior to the issuance of a Floodplain Development Permit for a temporary structure, the applicant must submit to the Floodplain Administrator a plan for the removal of such structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information ~~requirements must be met~~ shall be submitted in writing to the Floodplain Administrator for review and written approval:
- (a) A specified time period for which the temporary use will be permitted. Time specified may not exceed three (3) months, renewable up to one (1) year; ~~must submit to the floodplain administrator a plan for the removal of such structure(s) in the event of a hurricane or flash flood warning notification. The plan must include the following information:~~
 - i) ~~A specified time period for which the temporary use will be permitted;~~
 - (b) The name, address, and phone number of the individual responsible for the removal of the temporary structure;
 - (c) The time frame prior to the event at which a structure will be removed (i.e. minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);
 - (d) A copy of the contract or other suitable instrument with **the entity responsible for physical a-trucking-company-to insure the availability of removal of the structure; equipment when needed;** and
 - (e) Designation, accompanied by documentation, of a location outside the Special Flood Hazard Area to which the temporary structure will be moved.
 - ~~(b) The above information shall be submitted in writing to the floodplain administrator for review and written approval.~~
- (8) **Accessory Structures.** When accessory structures (sheds, detached garages, etc.) are to be placed within a Special Flood Hazard Area, the following criteria shall be met:
- (a) Accessory structures shall not be used for human habitation (including work, sleeping, living, cooking or restroom areas);
 - (b) Accessory structures shall **not be temperature-controlled; be designed to have low flood damage potential;**
 - (c) Accessory structures shall be **designed to have low flood damage potential; constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;**
 - (d) Accessory structures shall be **constructed and placed on the buildings site so as to offer the minimum resistance to the flow of floodwaters; firmly anchored in accordance with Article 5, Section 18-40(1);**
 - (e) **Accessory structures shall be firmly anchored in accordance with the provisions of Article 5, Section 18-40 (1);**

- (f) All service facilities such as electrical and heating equipment shall be installed in accordance with Article 5, Section 18-40(4); and
- (g) Accessory structures, regardless of the size or cost, shall not be placed below elevated buildings in V and VE Zones;
- (h) Flood openings to ~~facilitate automatic equalization of~~ ~~relieve~~ hydrostatic ~~flood forces~~ ~~pressure during a flood~~ shall be provided below Regulatory Flood Protection Elevation in conformance with Article 5 Section 18-41(4)(d).

An accessory structure with a footprint less than 150 square feet ~~or that is a minimal investment of \$5,000 or less and satisfies the criteria outlined above is not required to meet the~~ ~~does not require an elevation or floodproofing certificate.~~ elevation or floodproofing certification standards of Article 5, Section 18-41(2). Elevation or floodproofing certifications are required for all other accessory structures in accordance with Article 4, Section 18-26(3).

- (9) Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:
 - (a) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;
 - (b) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;
 - (c) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Article 5, Section 18-41 (2) of this ordinance shall not be permitted in V or VE Zones. Tanks may be permitted in other flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.
 - (d) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:
 - (i) At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 - (ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.
- (10) Other Development.
 - (a) Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Article 5, Section 18-43 of this ordinance.
 - (b) Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Article 5, Section 18-43 of this ordinance.
 - (c) Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including

roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Article 5, Section 18-43 of this ordinance.

- (d) Commercial storage facilities are not considered “limited storage” as noted in this ordinance, and shall be protected to the Regulatory Flood Protection Elevation as required for commercial structures.

Sec. 18-42 STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS.

Within the Special Flood Hazard Areas established in Article 3, Section 18-7, where no Base Flood Elevation (BFE) data has been provided, the following provisions shall apply:

- (1) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within a distance of twenty feet each side from top of bank or five times the width of the stream whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (2) The BFE used in determining the Regulatory Flood Protection Elevation shall be determined based on the following criteria:
 - (a) When BFE data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or floodproofed in accordance with standards in Article 5, Sections 18-40 and 18-41.
 - ~~i. If development is consistent with the need to minimize flood damage and Base Flood Elevation (BFE) data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or floodproofed in accordance with elevations established in accordance with Article 4, Section 18-27(11 & 12). When Base Flood Elevation (BFE) data is not available from a Federal, State, or other source, the reference level, including basement, shall be elevated at least two (2) feet above the highest adjacent grade.~~
 - (b) When floodway or non-encroachment data is available from a Federal, State, or other source, all new construction and substantial improvements within floodway and non-encroachment areas shall also comply with the requirements of Article 5, Sections 18-41 and 18-44.
 - (c) All subdivision, manufactured home park and other development proposals shall provide BFE data if development is greater than five (5) acres or has more than fifty (50) lots/manufactured home sites. Such BFE data shall be adopted by reference in accordance with Article 3, Section 18-7 and utilized in implementing this ordinance.
 - ~~ii. Have Base Flood Elevation (BFE) data provided if development is greater than the lesser of five (5) acres or fifty (50) lots/manufactured home sites. Such Base Flood Elevation (BFE) data shall be adopted by reference per Article 3, Section 18-7 to be utilized in implementing this code.~~
 - (d) When BFE data is not available from a Federal, State, or other source as outlined above, the reference level shall be elevated or floodproofed (nonresidential) to or above the Regulatory Flood Protection Elevation, as defined in Article 2. All other applicable provisions of Article 5, Section 18-41 shall also apply.

Sec 18-42.1 STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS.

Along rivers and streams where BFE data is provided by FEMA or is available from another source but neither floodway nor

non-encroachment areas are identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

- (1) Standards of Article 5, Sections 18-40 and 18-41; and
- (2) Until a regulatory floodway or non-encroachment area is designated, no encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point.

Sec. 18-43 FLOODWAYS AND NON-ENCROACHMENT AREAS.

~~Located within the Special Flood Hazard Areas established in Article 3, Section 18-7 are~~ Areas designated as floodways or non-encroachment areas ~~are located within the Special Flood Hazard Areas established in Article 3, Section 18-7.~~ The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, ~~in addition to standards outlined in Article 5, Sections 18-40 and 18-41,~~ shall apply to all development within such areas:

- (1) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (a) It has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood. Such certification and technical data shall be presented to the Floodplain Administrator prior to issuance of floodplain development permit.
 - (b) ~~A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained within six months of completion of the proposed encroachment.~~
- (2) If Article 5, Section 18-43(1) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
- (3) ~~No~~ Manufactured homes shall be permitted, ~~except replacement manufactured homes in an existing manufactured home park or subdivision~~ provided the following provisions are met:
 - (a) The anchoring and the elevation standards of Article 5, Section 18-41(3); and
 - (b) The no encroachment standards of Article 5, Section 18-43(1) are met.

Sec. 18-43.1 COASTAL HIGH HAZARD AREA (ZONE VE).

Coastal High Hazard Areas are Special Flood Hazard Areas established in Article 3, Section 18-7, and designated as Zones VE. These areas have special flood hazards associated with high velocity waters from storm surges or seismic activity and, therefore, all new construction and substantial improvements shall meet the following provisions in addition to the provisions of Article 5, Sections 18-40 and 18-41:

- (1) All new construction and substantial improvements shall:
 - (a) Be located landward of the reach of mean high tide;
 - (b) Comply with all applicable CAMA setback requirements.

- (2) All new construction and substantial improvements shall be elevated so that the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings or columns) is no lower than the regulatory flood protection elevation. Floodproofing shall not be utilized on any structures in Coastal High Hazard Areas to satisfy the regulatory flood protection elevation requirements.
- (3) All new construction and substantial improvements shall have the space below the bottom of the lowest horizontal structural member of the lowest floor either be free of obstruction or constructed with breakaway walls, open wood latticework or insect screening, provided they are not part of the structural support of the building and are designed so as to breakaway, under abnormally high tides or wave action without causing damage to the elevated portion of the building or supporting foundation system or otherwise jeopardizing the structural integrity of the building. The following design specifications shall be met:
 - (a) Material shall consist of open wood or plastic lattice having at least 40 percent of its area open, or
 - (b) Insect screening; or
 - (c) Breakaway walls shall meet the following design specifications:
 - (1) Design safe loading resistance shall be not less than 10 nor more than 20 pounds per square foot; or
 - (2) Breakaway walls that exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by State or local codes) shall be certified by a registered professional engineer or architect that the breakaway wall will collapse from a water load less than that which would occur during the base flood event, and the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). The water loading values used shall be those associated with the base flood. The wind loading values used shall be those required by the North Carolina State Building Code.
- (4) All new construction and substantial improvements shall be securely anchored to pile or column foundations. All pilings and columns and the structure attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the effect of wind and water loads acting simultaneously on all building components.
 - (a) Water loading values used shall be those associated with the base flood.
 - (b) Wind loading values used shall be those required by the current edition of the North Carolina State Building Code.
- (5) For concrete pads, including patios, decks, parking pads, walkways, driveways, pool decks, etc. the following is required:
 - (a) Shall be structurally independent of the primary structural foundation system of the structure and shall not adversely affect structures through redirection of floodwaters or debris; and
 - (b) Shall be constructed to breakaway cleanly during design flood conditions, shall be frangible, and shall not produce debris capable of causing damage to any structure. (The installation of concrete in small segments (approximately 4 feet x 4 feet) that will easily break up during the base flood event, or score concrete in 4 feet x 4 feet maximum segments is acceptable to meet this standard); and
 - (c) Reinforcing, including welded wire fabric, shall not be used in order to minimize the potential for concreted pads being a source of debris; and
 - (d) Pad thickness shall not exceed 4 inches; or

- (e) Provide a Design Professional's certification stating the design and method of construction to be used meet the applicable criteria of this section.
- (6) For swimming pools and spas, the following is required:
- (a) Be designed to withstand all flood-related loads and load combinations.
 - (b) Be elevated so that the lowest horizontal structural member is elevated above the RFPE; or
 - (c) Be designed and constructed to break away during design flood conditions without producing debris capable of causing damage to any structure; or
 - (d) Be sited to remain in the ground during design flood conditions without obstructing flow that results in damage to any structure.
 - (e) Registered design professionals must certify to local officials that a pool or spa beneath or near a VE Zone building will not be subject to flotation or displacement that will damage building foundations or elevated portions of the building or any nearby buildings during a coastal flood.
 - (f) Pool equipment shall be located above the RFPE whenever practicable. Pool equipment shall not be located beneath an elevated structure.
- (7) All elevators, vertical platform lifts, chair lifts, etc., the following is required:
- (a) Elevator enclosures must be designed to resist hydrodynamic and hydrostatic forces as well as erosion, scour, and waves.
 - (b) Utility equipment in Coastal High Hazard Areas (VE Zones) must not be mounted on, pass through, or be located along breakaway walls.
 - (c) The cab, machine/equipment room, hydraulic pump, hydraulic reservoir, counter weight and roller guides, hoist cable, limit switches, electric hoist motor, electrical junction box, circuit panel, and electrical control panel are all required to be above RFPE. When this equipment cannot be located above the RFPE, it must be constructed using flood damage-resistant components.
 - (d) Elevator shafts/enclosures that extend below the RFPE shall be constructed of reinforced masonry block or reinforced concrete walls and located on the landward side of the building to provide increased protection from flood damage. Drainage must be provided for the elevator pit.
 - (e) Flood damage-resistant materials can also be used inside and outside the elevator cab to reduce flood damage. Use only stainless steel doors and door frames below the BFE. Grouting in of door frames and sills is recommended.
 - (f) If an elevator is designed to provide access to areas below the BFE, it shall be equipped with a float switch system that will activate during a flood and send the elevator cab to a floor above the RFPE.
- (8) Accessory structures, regardless of size or cost, shall not be permitted below elevated structures.
- (9) Fill/Grading
- (a) Minor grading and the placement of minor quantities of nonstructural fill may be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.
 - (b) The fill material must be similar and consistent with the natural soils in the area.

- (c) The placement of site-compatible, non-structural fill under or around an elevated building is limited to two (2) feet. Fill greater than two (2) feet must include an analysis prepared by a qualified registered design professional demonstrating no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent elevated buildings and structures.
 - (d) Nonstructural fill with finished slopes that are steeper than five (5) units horizontal to one (1) unit vertical shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent elevated buildings and structures.
- (10) There shall be no alteration of sand dunes or mangrove stands which would increase potential flood damage.
 - (11) No manufactured homes shall be permitted except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and elevation standards of this Section have been satisfied.
 - (12) Recreational vehicles may be permitted in Coastal High Hazard Areas provided that they meet the Recreational Vehicle criteria of Article 5, Section 18-41(6)(a).
 - (13) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the Regulatory Flood Protection Elevation and any supporting members that extend below the Regulatory Flood Protection Elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck. The increased loads must be considered in the design of the primary structure and included in the V-Zone Certification required under Article 4, Section 18-26, (3)(f).
 - (14) A deck or patio that is located below the Regulatory Flood Protection Elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
 - (15) In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:
 - (a) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
 - (b) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters.
 - (c) Docks, piers, and similar structures.
 - (16) No more than four (4) electrical outlets and no more than four (4) electrical switches may be permitted below RFPE unless required by building code.

Sec. 18-43.2 STANDARDS FOR COASTAL A ZONES (ZONE CAZ) LIMWA

Structures in CAZs shall be designed and constructed to meet V Zone requirements, including requirements for breakaway walls. However, the NFIP regulations also require flood openings in walls surrounding enclosures below elevated buildings in CAZs (see Technical Bulletin 1, *Openings in Foundation Walls and Walls of Enclosures*). Breakaway walls used in CAZs must have flood openings that allow for the automatic entry and exit of floodwaters to minimize damage caused by hydrostatic loads. Openings also function during smaller storms or if anticipated wave loading does not occur with the base flood.

- (1) All new construction and substantial improvements shall be elevated so that the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings or columns) is no lower than the regulatory flood protection elevation. Floodproofing shall not be utilized on any structures in Coastal A Zones to satisfy the regulatory flood protection elevation requirements.
- (2) All new construction and substantial improvements shall have the space below the bottom of the lowest horizontal structural member of the lowest floor either be free of obstruction or constructed with breakaway walls, open wood latticework or insect screening, provided they are not part of the structural support of the building and are designed so as to breakaway, under abnormally high tides or wave action without causing damage to the elevated portion of the building or supporting foundation system or otherwise jeopardizing the structural integrity of the building. The following design specifications shall be met:
 - (a) Material shall consist of open wood or plastic lattice having at least 40 percent of its area open, or
 - (b) Insect screening; or
 - (c) Breakaway walls shall meet the following design specifications:
 - (1) Breakaway walls shall have flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the design criteria in Article 5, Section 18-41(4)(d); and
 - (2) Design safe loading resistance shall be not less than 10 nor more than 20 pounds per square foot; or
 - (3) Breakaway walls that exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by State or local codes) shall be certified by a registered professional engineer or architect that the breakaway wall will collapse from a water load less than that which would occur during the base flood event, and the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). The water loading values used shall be those associated with the base flood. The wind loading values used shall be those required by the North Carolina State Building Code.
- (3) Concrete pads, including patios, decks, parking pads, walkways, driveways, etc. must meet the provisions of Article 5, Section 18-43.1 (5).
- (4) All new construction and substantial improvements shall meet the provisions of Article 5, Section 18-43.1 (3).
- (5) A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions of Article 4, Section 18-26 and Article 5, Section 18-43.1 (3) and (4), on the current version of the North Carolina V-Zone Certification form or a locally developed V-Zone Certification form.
- (6) Recreational vehicles may be permitted in Coastal A Zones provided that they meet the Recreational Vehicle criteria of Article 5, Section 18-41(6)(a).
- (7) Fill/Grading must meet the provisions of Article 5, Section 18-43.1 (9).
- (8) Decks and patios must meet the provisions of Article 5 Section 18-43.1 (13) and (14).
- (9) In coastal high hazard areas, development activities other than buildings and structures must meet the provisions of Article 5, Section 18-43.1 (15).

Sec. 18-43.3 STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AO).

Located within the Special Flood Hazard Areas established in Article 3, Section 18-7, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Article 5, Sections 18-40 and 18-41, all new construction and substantial improvements shall meet the following requirements:

- (1) The reference level shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of 2 feet, above the highest adjacent grade; or at least 2 feet above the highest adjacent grade if no depth number is specified.
- (2) Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Article 5, Section 18-43.3 (1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Article 4, Section 18-26 (3) and Article 5, Section 18-41 (2).
- (3) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Sec. 18-43.4 STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AH).

Located within the Special Flood Hazard Areas established in Article 3, Section 18-7, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to Article 5, Sections 18-40 and 18-41, all new construction and substantial improvements shall meet the following requirements:

- (1) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

ARTICLE 6. LEGAL STATUS PROVISIONS.

Sec. 18-44 EFFECT ON RIGHTS AND LIABILITIES UNDER THE EXISTING FLOOD DAMAGE PREVENTION ORDINANCE.

This ordinance in part comes forward by re-enactment of some of the provisions of the flood damage prevention ordinance enacted April 6, 1987, as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the flood damage prevention ordinance of Craven County enacted on April 6, 1987, as amended, which are not reenacted herein are repealed.

Sec. 18-45 EFFECT UPON OUTSTANDING BUILDING PERMITS.

Nothing herein contained shall require any change in the plans, construction, size or designated use of any development or any part thereof for which a floodplain development permit has been granted by the floodplain administrator or his authorized agents before the time of passage of this ordinance; provided, however, that when construction is not begun under such outstanding permit within a period of six (6) months subsequent to passage of this ordinance or any revision thereto, construction or use shall be in conformity with the provisions of this ordinance.

Sec. 18-45.1 SEVERABILITY.

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent

jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

Sec. 18-46 EFFECTIVE DATE.

This ordinance shall become effective on ____ day of _____, 202__.

Sec. 18-47 ADOPTION CERTIFICATION.

I hereby certify that this is a true and correct copy of the flood damage prevention ordinance as adopted by the Board of Commissioners of Craven County, North Carolina, on the ____ day of _____.

WITNESS my hand and the official seal of _____, this the ____ day of _____, 202__.

FLOOD DAMAGE PREVENTION ORDINANCE

Coastal Regular Phase

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ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES.

Sec. 18-1 STATUTORY AUTHORIZATION.

The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Article 6 of Chapter 153 A; Article 8 of Chapter 160A; and Article 7, 9 and 11 of Chapter 160D (Effective January 1, 2021) of the North Carolina General Statutes, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

Therefore, the Board of Commissioners of Craven County, North Carolina, does ordain as follows:

Sec. 18-2 FINDINGS OF FACT.

- (1) The flood prone areas within the jurisdiction of Craven County are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- (2) These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood prone areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

Sec. 18-3 STATEMENT OF PURPOSE.

It is the purpose of this ordinance to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions within flood prone areas by provisions designed to:

- (1) Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion, flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
- (4) Control filling, grading, dredging, and all other development which may increase erosion or flood damage; and,
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Sec. 18-4 OBJECTIVES.

The objectives of this ordinance are:

- (1) To protect human life and health;
- (2) To minimize expenditure of public money for costly flood control projects;
- (3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) To minimize prolonged business losses and interruptions;
- (5) To minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in flood prone areas;
- (6) Minimize damage to private and public property due to flooding;
- (7) Make flood insurance available to the community through the National Flood Insurance Program;
- (8) Maintain the natural and beneficial functions of floodplains;
- (9) To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas; and,
- (10) To ensure that potential homebuyers are notified that property is in a Special Flood Hazard Area.

ARTICLE 2. DEFINITIONS.

Sec. 18-5 Definitions.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

“Accessory Structure (Appurtenant Structure)” means a structure which is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

“Addition (to an existing building)” means an extension or increase in the floor area or height of a building or structure.

“Alteration of a watercourse” means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

“Appeal” means a request for a review of the floodplain administrator's interpretation of any provision of this ordinance.

“Area of Shallow Flooding” means a designated Zone AO or AH on a community's Flood Insurance Rate Map (FIRM) with base flood depths determined to be from one (1) to three (3) feet. These areas are located where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

“Area of Special Flood Hazard” see “Special Flood Hazard Area (SFHA)”

“Base Flood” means the flood having a one (1) percent chance of being equaled or exceeded in any given year.

“Base Flood Elevation (BFE)” means a determination of the water surface elevations of the base flood as published in the Flood Insurance Study. When the BFE has not been provided in a “Special Flood Hazard Area”, it may be obtained from

engineering studies available from a Federal, State, or other source using FEMA approved engineering methodologies. This elevation, when combined with the “Freeboard”, establishes the “Regulatory Flood Protection Elevation”.

“Basement” means any area of the building having its floor subgrade (below ground level) on all sides.

“Breakaway Wall” means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.

“Building” see “Structure”.

“Chemical Storage Facility” means a building, portion of a building, or exterior area adjacent to a building used for the storage of any chemical or chemically reactive products.

“Coastal Area Management Act (CAMA)” means North Carolina’s Coastal Area Management Act, this act, along with the Dredge and Fill Law and the Federal Coastal Zone Management Act, is managed through North Carolina Department of Environmental Quality (NCDEQ) Division of Coastal Management (DCM).

“Coastal A Zone (CAZ)” means an area within a special flood hazard area, landward of a V zone or landward of an open coast without mapped V zones. In a Coastal A Zone, the principal source of flooding must be astronomical tides, storm surges, seiches, or tsunamis, not riverine flooding. During the base flood conditions, the potential for wave heights shall be greater than or equal to 1.5 feet. Coastal A Zones are not normally designated on FIRMs. (see Limit of Moderate Wave Action (LiMWA))

“Coastal Barrier Resources System (CBRS)” consists of undeveloped portions of coastal and adjoining areas established by the Coastal Barrier Resources Act (CoBRA) of 1982, the Coastal Barrier Improvement Act (CBIA) of 1990, and subsequent revisions, and includes areas owned by Federal or State governments or private conservation organizations identified as Otherwise Protected Areas (OPA).

“Coastal High Hazard Area” means a Special Flood Hazard Area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on a FIRM, or other adopted flood map as determined in Article 3, Section 18-7 of this ordinance, as Zone VE.

“Design Flood” See “Regulatory Flood Protection Elevation.”

“Development” means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

“Development Activity” means any activity defined as Development which will necessitate a Floodplain Development Permit. This includes buildings, structures, and non-structural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

“Digital Flood Insurance Rate Map (DFIRM)” means the digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.

“Disposal” defined as in NCGS 130A-290(a)(6), the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

“Elevated Building” means a non-basement building which has its reference level raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

“Encroachment” means the advance or infringement of uses, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

“Existing building and existing structure” means any building and/or structure for which the “start of construction” commenced before 5/4/87, the effective date of the initial FIRM

“Existing Manufactured Home Park or Manufactured Home Subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is pre-FIRM.

“Existing Manufactured Home Site” means a manufactured home site for which the construction of facilities for servicing the site(s) on which the manufactured home(s) are to be affixed (including, at a minimum, the installation of utilities, the construction of streets (if applicable), and/or either final site grading or the pouring of concrete pads) is completed before July 2, 2004.

“Flood” or “Flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters; and,
- (2) the unusual and rapid accumulation of runoff of surface waters from any source.

“Flood Boundary and Floodway Map (FBFM)” means an official map of a community, issued by the Federal Emergency Management Agency, on which the Special Flood Hazard Areas and the floodways are delineated. This official map is a supplement to and shall be used in conjunction with the Flood Insurance Rate Map (FIRM).

“Flood Hazard Boundary Map (FHBM)” means an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the Special Flood Hazard Areas have been defined as Zone A.

“Flood Insurance” means the insurance coverage provided under the National Flood Insurance Program.

“Flood Insurance Rate Map (FIRM)” means an official map of a community, issued by the Federal Emergency Management Agency, on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.

“Flood Insurance Study (FIS)” means an examination, evaluation, and determination of flood hazard areas, corresponding water surface elevations (if appropriate), flood insurance risk zones, and other flood data in a community issued by FEMA. The Flood Insurance Study report includes Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), if published.

“Flood Prone Area” see “Floodplain”

“Flood Zone” means a geographical area shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

“Floodplain” means any land area susceptible to being inundated by water from any source.

“Floodplain Administrator” is the individual appointed to administer and enforce the floodplain management regulations.

“Floodplain Development Permit” means any type of permit that is required in conformance with the provisions of this ordinance, prior to the commencement of any development activity.

“Floodplain Management” means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

“Floodplain Management Regulations” means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power. This term describes Federal, State or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

“Floodproofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities, or structures with their contents.

“Flood-resistant material” means any building product [material, component or system] capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, and available from FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

“Floodway” means the channel of a river or other watercourse including the area above a bridge or culvert when applicable and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

“Floodway encroachment analysis” means an engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and hydraulic models meeting the minimum requirement of the National Flood Insurance Program.

“Freeboard” means the height added to the BFE to account for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, storm surge or precipitation exceeding the base flood, and the hydrological effect of urbanization of the watershed. The BFE plus the freeboard establishes the “Regulatory Flood Protection Elevation”.

“Functionally Dependent Facility” means a facility which cannot be used for its intended purpose unless it is located in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

“Hazardous Waste Management Facility” means a facility for the collection, storage, processing, treatment, recycling, recovery, or disposal of hazardous waste as defined in NCGS Article 9 of Chapter 130A.

“Highest Adjacent Grade (HAG)” means the highest natural elevation of the ground surface, prior to construction immediately next to the proposed walls of the structure.

“Historic Structure” means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the US Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a local inventory of historic landmarks in communities with a “Certified Local Government (CLG) Program”;
- (d) Certified as contributing to the historical significance of a historic district designated by a “Certified Local Government (CLG) Program”.

Certified Local Government (CLG) Programs are approved by the US Department of the Interior in cooperation with the North Carolina Department of Cultural Resources through the State Historic Preservation Officer as having met the requirements of the National Historic Preservation Act of 1966 as amended in 1980.

“Letter of Map Change (LOMC)” means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

- (a) Letter of Map Amendment (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- (b) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
- (c) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community’s floodplain management regulations.
- (d) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

“Light Duty Truck” means any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

- (a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (c) Available with special features enabling off-street or off-highway operation and use.

“Limit of Moderate Wave Action (LiMWA)” means the boundary line given by FEMA on coastal map studies marking the extents of Coastal A Zones (CAZ).

“Lowest Adjacent Grade (LAG)” means the lowest elevation of the ground, sidewalk or patio slab, immediately next to the building or deck support, after completion of the building.

“Lowest Floor” means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building's lowest floor provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

“Manufactured Home” means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term “manufactured home” does not include a “recreational vehicle”.

“Manufactured Home Park or Subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

“Map Repository” means the location of the official flood hazard data to be applied for floodplain management. It is a central location in which flood data is stored and managed; in North Carolina, FEMA has recognized that the application of digital flood hazard data products carries the same authority as hard copy products. Therefore, the NCEM’s Floodplain Mapping Program websites house current and historical flood hazard data. For effective flood hazard data, the NC FRIS

website (<http://FRIS.NC.GOV/FRIS>) is the map repository, and for historical flood hazard data the FloodNC website (<http://FLOODNC.GOV/NCFLOOD>) is the map repository.

“Market Value” means the building value, excluding the land (as agreed to between a willing buyer and seller), as established by what the local real estate market will bear. Market value can be established by independent certified appraisal, replacement cost depreciated by age of building (Actual Cash Value) or adjusted assessed values.

“New Construction” means structures for which the “start of construction” commenced on or after April 6, 1987, the effective date of the initial floodplain management regulations and includes any subsequent improvements to such structures.

“Nonconforming Building or Development” means any legally existing building or development which fails to comply with the current provisions of this ordinance.

“Non-Encroachment Area (NEA)” means the channel of a river or other watercourse including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot as designated in the Flood Insurance Study report.

“Obstruction” includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

“Otherwise Protected Area (OPA)” see “Coastal Barrier Resources System (CBRS)”.

“Post-FIRM” means construction or other development which started on or after May 4, 1987 the effective date of the initial Flood Insurance Rate Map.

“Pre-FIRM” means construction or other development which started before May 4, 1987 the effective date of the initial Flood Insurance Rate Map for the area, whichever is later.

“Primary Frontal Dune (PFD)” means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

“Principally Above Ground” means that at least 51% of the actual cash value of the structure is above ground.

“Public Safety” and/or “Nuisance” means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

“Recreational Vehicle (RV)” means a vehicle, which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck; and,
- (d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use, and
- (e) Is fully licensed and ready for highway use.

“Reference Level” is the top of the lowest floor for structures within the Special Flood Hazard Areas designated as Zones A, AE, A99, AO, AH. The reference level is the bottom of the lowest horizontal structural member of the lowest floor for structures within Special Flood Hazard Areas designated as Zone VE.

“Regulatory Flood Protection Elevation” means the elevation to which all structures and other development located within the Special Flood Hazard Areas must be elevated. Non-residential structures may be floodproofed in lieu of elevation. Where Base Flood Elevations (BFE) have been determined, this elevation shall be the BFE plus two (2) feet of freeboard except for existing manufactured home sites. For existing manufactured home sites, the regulatory flood protection elevation shall be the BFE plus two (2) feet unless achieving such elevation causes the lowest horizontal structural member of the manufactured home to exceed thirty-six (36) inches ground clearance. In this case, there are two options that would preclude the home from having to meet the freeboard requirement:

- 1) Fill to reduce amount of ground clearance or
- 2) Request exemption of freeboard requirement (exemption will be granted provided that the lowest floor and all mechanical, electrical and ductwork is installed at or above the BFE with the intent to achieve the above referenced freeboard requirement).

Any non-substantial additions to post-firm structures in which construction commenced on or after May 4, 1987 and prior to July 2, 2004 must be elevated to at least BFE but are exempt from freeboard.

“Remedy a Violation” means to bring the structure or other development into compliance with State or Community floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

“Riverine” means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

“Salvage Yard” means property used for the storage, collection, and/or recycling of any type of equipment whatsoever, whether industrial or noncommercial, and including but not limited to vehicles, appliances and related machinery.

“Sand Dunes” means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

“Shear Wall” means walls used for structural support but not structurally joined or enclosed at the end (except by breakaway walls). Shear walls are parallel or nearly parallel to the flow of the water.

“Solid Waste Disposal Facility” means any facility involved in the disposal of solid waste, as defined in NCGS 130A-290(a)(35).

“Special Flood Hazard Area (SFHA)” is the land in the floodplain subject to a one (1%) percent or greater chance of being flooded in any given year as determined in Article 3, Section 18-7 of this ordinance.

“Solid Waste Disposal Site” defined as in NCGS 130A-290(a)(36), any place at which solid wastes are disposed of by incineration, sanitary landfill, or any other method.

“Start of Construction” includes substantial improvement, and means the date the building permit was issued provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

“Structure” means a walled and roofed building, a manufactured home, or a gas, liquid, or liquefied gas storage tank that is principally above ground.

“Substantial Damage” means damage of any origin sustained by a structure during any one year period whereby the cost of restoring the structure to it’s before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. See definition of “substantial improvement”.

“Substantial Improvement” means any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any one year period whereby the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

- (a) Any correction of existing violations of State or community health, sanitary, or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or,
- (b) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure, and the alteration is approved by variance issued pursuant to Article 4 Section 18-29 of this ordinance.

“Technical Bulletin and Technical Fact Sheet” means a FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

“Temperature Controlled” means having the temperature regulated by a heating and/or cooling system, built-in or appliance.

“Variance” is a grant of relief from the requirements of this ordinance.

“Violation” means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Articles 4 and 5 is presumed to be in violation until such time as that documentation is provided.

“Watercourse” means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

“Water Surface Elevation (WSE)” means the height, in relation to NAVD 1988, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

ARTICLE 3. GENERAL PROVISIONS.

Sec. 18-6 LANDS TO WHICH THIS ORDINANCE APPLIES.

This ordinance shall apply to all Special Flood Hazard Areas within the jurisdiction of Craven County.

Sec. 18-7 BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS.

The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its Flood Insurance Study (FIS) for Craven County dated June 19, 2020 for Craven County and its associated DFIRM panels, including any digital data developed as part of the FIS, which are adopted by reference and declared to be a part of this ordinance and all revisions thereto after January 1, 2021. Future revisions to the FIS and DFIRM panels that do not change flood hazard data within the jurisdictional authority of Craven County are also adopted by reference and declared a part of this ordinance. Subsequent Letter of Map Revisions (LOMRs) and/or Physical Map Revisions (PMRs) shall be adopted within 3 months.

Sec. 18-8 ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.

A Floodplain Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities within Special Flood Hazard Areas as determined in Article 3, Section 18-7.

Sec. 18-9 COMPLIANCE.

No structure or land shall hereafter be located, extended, converted, altered, or developed in any way without full compliance with the terms of this ordinance and other applicable regulations.

Sec. 18-10 ABROGATION AND GREATER RESTRICTIONS.

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 18-11 INTERPRETATION.

In the interpretation and application of this ordinance, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and,
3. Deemed neither to limit nor repeal any other powers granted under State statutes.

Sec. 18-12 WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Actual flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Special Flood Hazard Areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Craven County or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

Sec. 18-13 PENALTIES FOR VIOLATION.

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$100.00 or imprisoned for not more than thirty (30) days, or both. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent Craven County from taking such other lawful action as is necessary to prevent or remedy any violation.

Sec. 18-14 - Sec. 18-24. Reserved.

ARTICLE 4. ADMINISTRATION.

Sec. 18-25 DESIGNATION OF FLOODPLAIN ADMINISTRATOR.

The Chief Building Inspector, hereinafter referred to as the "Floodplain Administrator", is hereby appointed to administer and implement the provisions of this ordinance. In instances where the Floodplain Administrator receives assistance from others to complete tasks to administer and implement this ordinance, the Floodplain Administrator shall be responsible for the coordination and community's overall compliance with the National Flood Insurance Program and the provisions of this ordinance.

- (1) **Plans and Application Requirements.** Application for a Floodplain Development Permit shall be made to the floodplain administrator on forms furnished by him or her prior to any development activities proposed to be located within flood prone areas. The following items/information shall be presented to the floodplain administrator to apply for a floodplain development permit.
- (a) A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:
 - i) The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, the location of utility systems, proposed grading/pavement areas, fill materials, storage areas, drainage facilities, and other proposed development;
 - ii) The boundary of the Special Flood Hazard Area as delineated on the FIRM or other flood map as determined in Article 3, Section 18-7 or a statement that the entire lot is within the Special Flood Hazard Area;
 - iii) Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in Article 3, Section 18-7;
 - iv) The boundary of the floodway(s) or non-encroachment area(s) as determined in Article 3, Section 18-7;
 - v) The Base Flood Elevation (BFE) where provided as set forth in Article 3, Section 18-7; Article 4, Section 18-27(11 & 12); or Article 5, Sections 18-40, 18-41(5) and 18-42;
 - vi) The old and new location of any watercourse that will be altered or relocated as a result of proposed development;
 - vii) The boundary and designation date of the Coastal Barrier Resource System (CBRS) area or Otherwise Protected Areas (OPA), if applicable.
 - (b) Proposed elevation, and method thereof, of all development within a Special Flood Hazard Area including but not limited to:
 - i) Elevation in relation to NAVD 1988 of the proposed reference level (including basement) of all structures;
 - ii) Elevation in relation to NAVD 1988 to which any non-residential structure in Zones A, AE, AH, AO, A99 will be flood-proofed; and
 - iii) Elevation in relation to NAVD 1988 to which any proposed utility systems will be elevated or floodproofed;
 - (c) If floodproofing, a Floodproofing Certificate (FEMA Form 086-0-34) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures.
 - (d) A Foundation Plan drawn to scale which shall include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include but are not limited to:
 - i) Proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/shear walls); and
 - ii) Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with Article 5, Section 18-41(4)(c) when solid foundation perimeter walls are used in Zones A, AE, AH, AO, A99.
 - iii) The following, in Coastal High Hazard Areas, in accordance with the provisions of Article 5, Section 18-41(4)(e) and Article 5, Section 18-45 and (Article 5, Section 18-46 if applicable)

- (1) Plans for open wood latticework or insect screening, if applicable; and
 - (2) Plans for non-structural fill, if applicable. If non-structural fill is proposed, it must be demonstrated through coastal engineering analysis that the proposed fill would not result in any increase in the BFE or otherwise cause adverse impacts by wave ramping and deflection on to the subject structure or adjacent properties.
- (e) Usage details of any enclosed areas below the lowest floor.
 - (f) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage;
 - (g) Certification that all other Local, State and Federal permits required prior to floodplain development permit issuance (i.e. Wetlands, Erosion and Sedimentation Control, Riparian Buffers, Mining, etc.).
 - (h) Documentation for placement of Recreational Vehicles and/or Temporary Structures, when applicable, to ensure that the provisions of Article 5, Section 18-41 Subsections (6)(7) of this code are met.
 - (i) If a watercourse is proposed to be altered and/or relocated, a description of the extent of watercourse alteration or relocation; including an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.
- (2) **Floodplain Development Permit Data Requirements.** The following information shall be provided at a minimum on the Floodplain Development Permit to ensure compliance with this code.
- (a) A complete description of the development to be permitted under the floodplain development permit issuance (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.).
 - (b) The Special Flood Hazard Area determination for the proposed development per available data specified in Article 3, Section 18-7.
 - (c) The regulatory flood protection elevation required for the reference level and all attendant utilities.
 - (d) The regulatory flood protection elevation required for the protection of all public utilities.
 - (e) All certification submittal requirements with timelines.
 - (f) A statement that no fill material shall encroach into the floodway or non-encroachment area of any watercourse, unless the requirements of Article 5, Section 18-44 have been met.
 - (g) The flood openings requirements, if in Zones A, AE, AH, AO, A99.
 - (h) Limitations of below BFE enclosure uses . (i.e., parking, building access and limited storage only).
 - (i) A statement, if in Zone VE, that there shall be no alteration of sand dunes which would increase potential flood damage.
 - (j) A statement, if in Zone VE, that there shall be no fill used for structural support.
 - (k) A statement, that all materials below BFE/RFPE must be flood resistant materials

(3) **Certification Requirements.**

(a) Elevation Certificates

- (i) A preliminary Elevation Certificate (*FEMA Form 086-0-33*) is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to NAVD 1988. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit.
- (ii) A Final As-Built Elevation Certificate (*FEMA Form 086-0-33*) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make said corrections required shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A of the Elevation Certificate. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

(b) Floodproofing Certificate

- (i) A final Finished Construction Floodproofing Certificate (*FEMA Form 086-0-34*), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.
- (c) If a manufactured home is placed within an A, AE, AO, AH, or A99 zone and the elevation of the chassis is above 36 inches in height, an engineered foundation certification is required per Article 5, Section 18-41(3).
- (d) If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by the permit applicant prior to issuance of a floodplain development permit.
- (e) Certification Exemptions. The following structures, if located within A, AE, AH, AO, A99 Zones are exempt from the elevation/floodproofing certification requirements specified in items (a) and (b) above:

- i) Recreational Vehicles meeting requirements of Article 5, Section 18-41(6)(a);
 - ii) Temporary Structures meeting requirements of Article 5, Section 18-41(7); and
 - iii) Accessory Structures less than 150 square feet or \$5,000 or less and meeting requirements of Article 5, Section 18-41(8).
- (f) A V-Zone Certification with accompanying design plans and specifications is required prior to issuance of a Floodplain Development permit within coastal high hazard areas. It shall be the duty of the permit applicant to submit to the Floodplain Administrator said certification to ensure the design standards of this ordinance are met. A registered professional engineer or architect shall develop or review the structural design, plans, and specifications for construction and certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of this ordinance. This certification is not a substitute for an Elevation Certificate.

(4) Determinations for existing buildings and structures

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (a) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (b) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (d) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.

Sec. 18-27 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

Duties of the floodplain administrator shall include, but not be limited to:

- (1) Review all floodplain development applications and issue permits for all proposed development within flood prone areas to assure that the requirements of this ordinance have been satisfied.
- (2) Review all proposed development within the Special Flood Hazard Areas to assure that all necessary Local, Federal or State permits have been received, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C 1334.
- (3) Notify adjacent communities and the North Carolina Department of Crime Control and Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.

- (5) Prevent encroachments within floodways and non-encroachment areas.
- (6) Obtain actual elevation (in relation to NAVD 1988) of the reference level (including basement) of all attendant utilities of all new or substantially improved structures, in accordance with Article 4, Section 18-26(3).
- (7) Obtain the actual elevation (in relation to NAVD 1988) to which the new or substantially improved structures and all utilities have been floodproofed, in accordance with Article 4, Section 18-26(3).
- (8) Obtain actual elevation (in relation to NAVD 1988) of all public utilities, in accordance with Article 4, Section 18-26(3).
- (9) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with Article 4, Section 18-26(3) and Article 5, Section 18-41(2).
- (10) Where interpretation is needed as to the exact location of boundaries of the Special Flood Hazard Areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
- (11) When Base Flood Elevation (BFE) data has not been provided in accordance with Article 3, Section 18-7, obtain, review, and reasonably utilize any Base Flood Elevation (BFE) data, along with floodway data and/or non-encroachment area data available from a Federal, State, or other source, including data developed pursuant to Article 5, Section 18-42(3), in order to administer the provisions of this ordinance.
- (12) When Base Flood Elevation (BFE) data is provided but no floodway nor non-encroachment area data has been provided in accordance with Article 3, Section 18-7, obtain, review, and reasonably utilize any floodway data, and/or non-encroachment area data available from a Federal, State, or other source in order to administer the provisions of this ordinance.
- (13) When the exact location of boundaries of the Special Flood Hazard Areas conflict with the current, natural topography information at the site, the property owner may apply and be approved for a Letter of Map Amendment (LOMA) by FEMA. A copy of the Letter of Map Amendment issued from FEMA will be maintained by the floodplain administrator in the floodplain development permit file.
- (14) Permanently maintain all records that pertain to the administration of this ordinance and make these records available for public inspection.
- (15) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the floodplain administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the floodplain administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.
- (16) Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the floodplain administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.
- (17) Revocation of floodplain development permits as required. The floodplain administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.

- (18) Make periodic inspections throughout all special flood hazard areas within the jurisdiction of the community. The floodplain administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.
- (19) Follow through with corrective procedures of Article 4, Section 18-28.
- (20) Review, provide input, and make recommendations for variance requests.
- (21) Maintain a current map repository to include, but not limited to, historical and effective FIS Report, historical and effective FIRM and other official flood maps and studies adopted in accordance with the provisions of Article 3, Section 18-7 of this ordinance, including any revisions thereto including Letters of Map Change, issued by FEMA. Notify State and FEMA of mapping needs.
- (22) Coordinate revisions to FIS reports and FIRMs, including Letters of Map Revision Based on Fill (LOMR-Fs) and Letters of Map Revision (LOMRs).

Sec. 18-28 CORRECTIVE PROCEDURES.

- (1) Violations to be Corrected: When the floodplain administrator finds violations of applicable State and local laws, it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law pertaining to their property.
- (2) Actions in Event of Failure to Take Corrective Action: If the owner of a building or property shall fail to take prompt corrective action, the floodplain administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating
 - (a) That the building or property is in violation of the Flood Damage Prevention Ordinance;
 - (b) That a hearing will be held before the floodplain administrator at a designated place and time, not later than ten (10) days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and,
 - (c) That following the hearing, the floodplain administrator may issue such order to alter, vacate, or demolish the building; or to remove fill as appears appropriate.
- (3) Order to Take Corrective Action: If, upon a hearing held pursuant to the notice prescribed above, the floodplain administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he or she shall make an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than sixty (60) days, nor more than least 180 calendar days. Where the floodplain administrator finds that there is imminent danger to life or other property, he may order that corrective action be taken in such lesser period as may be feasible.
- (4) Appeal: Any owner who has received an order to take corrective action may appeal the order to the local elected governing body by giving notice of appeal in writing to the floodplain administrator and the clerk within ten (10) days following issuance of the final order. In the absence of an appeal, the order of the floodplain administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.
- (5) Failure to Comply with Order: If the owner of a building or property fails to comply with an order to take corrective action from which no appeal has been made or fails to comply with an order of the governing body following an appeal, the owner shall be guilty of a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58 and shall be punished in the discretion of the court.

Sec. 18-29 VARIANCE PROCEDURES.

- (1) The Board of Adjustments as established by Craven County, hereinafter referred to as the "appeal board", shall hear and decide requests for variances from the requirements of this ordinance.
- (2) Any person aggrieved by the decision of the appeal board may appeal such decision to the Court, as provided in Chapter 7A of the North Carolina General Statutes.
- (3) Variances may be issued for:
 - (a) The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
 - (b) Functionally dependent facilities if determined to meet the definition as stated in Article 2 of this ordinance, provided provisions of Article 4, Section 18-29(9)(b), (c), and (e) have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or
 - (c) Any other type of development provided it meets the requirements of this Section.
- (4) In passing upon variances, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:
 - (a) The danger that materials may be swept onto other lands to the injury of others;
 - (b) The danger to life and property due to flooding or erosion damage;
 - (c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (d) The importance of the services provided by the proposed facility to the community;
 - (e) The necessity to the facility of a waterfront location, where applicable;
 - (f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - (g) The compatibility of the proposed use with existing and anticipated development;
 - (h) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - (i) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (j) The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and,
 - (k) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.
- (5) A written report addressing each of the above factors shall be submitted with the application for a variance.
- (6) Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- (7) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the BFE and the elevation to which the structure is to be built and that such construction below the BFE increases risks to life

and property, and that the issuance of a variance to construct a structure below the BFE may result in increased premium rates for flood insurance up to \$25 per \$100 of insurance coverage. Such notification shall be maintained with a record of all variance actions, including justification for their issuance.

- (8) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the FEMA and the State of North Carolina upon request.
- (9) Conditions for Variances:
 - (a) Variances may not be issued when the variance will make the structure in violation of other Federal, State, or local laws, regulations, or ordinances.
 - (b) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (c) Variances shall only be issued upon:
 - i) A showing of good and sufficient cause;
 - ii) A determination that failure to grant the variance would result in exceptional hardship; and
 - iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (d) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the Base Flood Elevation (BFE) and the elevation to which the structure is to be built and a written statement that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced reference level elevation. Such notification shall be maintained with a record of all variance actions.
 - (e) The floodplain administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and the State of North Carolina upon request.
- (10) A variance may be issued for solid waste disposal facilities, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in Special Flood Hazard Areas provided that all of the following conditions are met. A Floodplain Development permit may be issued for such development only if a variance is granted.
 - (a) The use serves a critical need in the community.
 - (b) No feasible location exists for the use outside the Special Flood Hazard Area.
 - (c) The reference level of any structure is elevated or floodproofed to at least the regulatory flood protection level.
 - (d) The use complies with all other applicable federal, state and local laws.
 - (e) Craven County has notified the Secretary of the North Carolina Department of Crime Control and Public Safety of its intention to grant a variance at least thirty (30) days prior to granting the variance.

Sec. 18-30 - Sec. 18-39. Reserved.

ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION.

Sec. 18-40 GENERAL STANDARDS.

In all Special Flood Hazard Areas the following provisions are required:

- (1) All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.
- (2) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- (3) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (4) All new electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall be located at or above RFPE or designed and installed to prevent water from entering or accumulating within the components during the occurrence of base flood. These include but are not limited to HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas, meter panels/boxes, utility/cable boxes, appliances (i.e., washers, dryers, refrigerator, etc.), hot water heaters, electric outlets/switches.
 - (a) Replacements part of a substantial improvement, electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall also meet the above provisions.
 - (b) Replacements that are for maintenance and not part of a substantial improvement may be installed at the original location provided the addition and/or improvements only comply with the standards for new construction consistent with the code and requirements for the original structure.
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- (7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (8) Nothing in this ordinance shall prevent the repair, reconstruction, or replacement of a building or to a structure existing on the effective date of this ordinance and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the Regulatory Flood Protection Elevation in the floodway, non-encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance.
- (9) New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in Article 4, Section 18-29 (10). A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a Special Flood Hazard Area only if the structure or tank is either elevated or floodproofed to at least the Regulatory Flood Protection Elevation and certified in accordance with the provisions of Article 4, Section 18-26 (3).
- (10) Have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- (11) Have adequate drainage provided to reduce exposure to flood hazards.
- (12) All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage.

- (13) All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- (14) All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (15) All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (16) When a structure is partially located in a Special Flood Hazard Area, the entire structure shall meet the requirements for new construction and substantial improvements.
- (17) When a structure is located in multiple flood hazard zones or in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest BFE shall apply.

Sec. 18-41 SPECIFIC STANDARDS.

In all Special Flood Hazard Areas where Base Flood Elevation (BFE) data has been provided, as set forth in Article 3, Section 18-7, or Article 4, Section 18-27(11 & 12), the following provisions are required:

- (1) Residential Construction. New construction or substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation.
- (2) Non-Residential Construction. New construction or substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation. Structures located in A, AE, AH, A99 and AO Zones may be floodproofed to the Regulatory Flood Protection Elevation in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the Regulatory Flood Protection Elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. For AO Zones, the floodproofing elevation shall be in accordance with Article 5, Section 18-43.3 (2). A registered professional engineer or architect shall certify that the floodproofing standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator as set forth in Article 4, Section 18-26(3).
- (3) Manufactured Homes.
 - (a) New or replacement manufactured homes shall be elevated so that the reference level of the manufactured home is no lower than the regulatory flood protection elevation.
 - (b) Manufactured homes shall be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement in accordance with the State of North Carolina Regulations for Manufactured/Mobile Homes, 1995 Edition, and any revision thereto adopted by the Commissioner of Insurance pursuant to NCGS §143-143.15 or a certified engineered foundation. Additionally, when the elevation would be met by an elevation of the chassis thirty-six (36) inches or less above the grade at the site, the chassis shall be supported by reinforced piers or other foundation elements of at least equivalent strength. When the elevation of the chassis is above thirty-six (36) inches in height, an engineering certification is required.
 - (c) All foundation enclosures or skirting shall be in accordance with Article 5, Section 18-41(4).
 - (d) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood prone areas. This plan shall be filed with and approved by the floodplain administrator and the local Emergency Management coordinator.

(4) Elevated Buildings. Fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor or below the lowest horizontal structural member in VE zones:

- (a) Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas or building access via stairs or elevator.
- (b) Shall be constructed entirely of flood resistant materials at least to the Regulatory Flood Protection Elevation; and
- (c) Shall, in Coastal High Hazard Areas (Zone VE), meet requirements of Article 5, Section 18-43.1 shall include, in Zones A, AE, AH, AO, A99 flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:
 - i) Provide a minimum of two openings on different sides of each enclosed area subject to flooding.
 - ii) The total net area of all openings must be at least one (1) square inch for each square foot of each enclosed area subject to flooding.
 - iii) If a building has more than one enclosed area, each area must have openings on exterior walls to allow floodwater to automatically enter and exit;
 - iv) The bottom of all required openings shall be no higher than one (1) foot above the higher of the interior or exterior adjacent grade;
 - v) Flood openings may be equipped with screens, louvers, or other opening coverings or devices provided they permit the automatic flow of floodwaters in both directions; and
 - vi) Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.
- (d) Shall, in Coastal High Hazard Areas (Zone VE), meet the requirements of Article 5, Section 18-43.1

(5) Additions/Improvements.

- (a) Additions and/or improvements to pre-FIRM structures whereas the addition and/or improvements in combination with any interior modifications to the existing structure are:
 - i) Not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure.
 - ii) A substantial improvement, with modifications/rehabilitations/improvements to the existing structure or the common wall is structurally modified more than installing a doorway, both the existing structure and the addition and/or improvements must comply with the standards for new construction.
- (b) Additions to post-FIRM structures with no modifications to the existing structure shall require only the addition to comply with the standards for new construction. Refer to the last sentence of Article 2, Section 18-5 "Regulatory Flood Protection Elevation" for freeboard information.

- (c) Additions and/or improvements to post-FIRM structures whereas the addition and/or improvements in combination with any interior modifications to the existing structure:
 - i) Are not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction consistent with the code and requirements for the original structure.
 - ii) A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.
- (d) Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a One (1) year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, the One (1) year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this ordinance. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The requirement does not, however, include either:
 - (i) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assume safe living conditions.
 - (ii) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(6) Recreational Vehicles. Recreation vehicles shall either:

(a) Temporary Placement

- (i) Be on site for fewer than 180 consecutive days or;
- (ii) Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and has no permanently attached additions);

(b) Permanent Placement Recreation vehicles that do not meet the limitations of Temporary Placement shall meet all the requirements for new construction.

(7) Temporary Non-Residential Structures. Prior to the issuance of a Floodplain Development Permit for a temporary structure, the applicant must submit to the Floodplain Administrator a plan for the removal of such structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information shall be submitted in writing to the Floodplain Administrator for review and written approval:

- (a) A specified time period for which the temporary use will be permitted. Time specified may not exceed three (3) months, renewable up to one (1) year;
- (b) The name, address, and phone number of the individual responsible for the removal of the temporary structure;
- (c) The time frame prior to the event at which a structure will be removed (i.e. minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);
- (d) A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and
- (e) Designation, accompanied by documentation, of a location outside the Special Flood Hazard Area to which the temporary structure will be moved.

(8) Accessory Structures. When accessory structures (sheds, detached garages, etc.) are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

- (a) Accessory structures shall not be used for human habitation (including work, sleeping, living, cooking or restroom areas);
- (b) Accessory structures shall not be temperature-controlled;
- (c) Accessory structures shall be designed to have low flood damage potential;
- (d) Accessory structures shall be constructed and placed on the buildings site so as to offer the minimum resistance to the flow of floodwaters;
- (e) Accessory structures shall be firmly anchored in accordance with the provisions of Article 5, Section 18-40 (1);
- (f) All service facilities such as electrical and heating equipment shall be installed in accordance with Article 5, Section 18-40(4); and
- (g) Accessory structures, regardless of the size or cost, shall not be placed below elevated buildings in V and VE Zones;
- (h) Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below Regulatory Flood Protection Elevation in conformance with Article 5 Section 18-41(4)(d).

An accessory structure with a footprint less than 150 square feet or that is a minimal investment of \$5,000 or less and satisfies the criteria outlined above is not required to meet the elevation or floodproofing certification standards of Article 5, Section 18-41(2). Elevation or floodproofing certifications are required for all other accessory structures in accordance with Article 4, Section 18-26(3).

(9) Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

- (a) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;
- (b) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;
- (c) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Article 5, Section 18-41 (2) of this ordinance shall not be permitted in V or VE Zones. Tanks may be permitted in other flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.
- (d) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:
 - (i) At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

- (ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(10) Other Development.

- (a) Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Article 5, Section 18-43 of this ordinance.
- (b) Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Article 5, Section 18-43 of this ordinance.
- (c) Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Article 5, Section 18-43 of this ordinance.
- (d) Commercial storage facilities are not considered "limited storage" as noted in this ordinance, and shall be protected to the Regulatory Flood Protection Elevation as required for commercial structures.

Sec. 18-42 STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS.

Within the Special Flood Hazard Areas established in Article 3, Section 18-7, where no Base Flood Elevation (BFE) data has been provided, the following provisions shall apply:

- (1) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within a distance of twenty feet each side from top of bank or five times the width of the stream whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (2) The BFE used in determining the Regulatory Flood Protection Elevation shall be determined based on the following criteria:
 - (a) When BFE data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or floodproofed in accordance with standards in Article 5, Sections 18-40 and 18-41.
 - (b) When floodway or non-encroachment data is available from a Federal, State, or other source, all new construction and substantial improvements within floodway and non-encroachment areas shall also comply with the requirements of Article 5, Sections 18-41 and 18-44.
 - (c) All subdivision, manufactured home park and other development proposals shall provide BFE data if development is greater than five (5) acres or has more than fifty (50) lots/manufactured home sites. Such BFE data shall be adopted by reference in accordance with Article 3, Section 18-7 and utilized in implementing this ordinance.
 - (d) When BFE data is not available from a Federal, State, or other source as outlined above, the reference level shall be elevated or floodproofed (nonresidential) to or above the Regulatory Flood Protection Elevation, as defined in Article 2. All other applicable provisions of Article 5, Section 18-41 shall also apply.

Sec 18-42.1 STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS.

Along rivers and streams where BFE data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

- (1) Standards of Article 5, Sections 18-40 and 18-41; and
- (2) Until a regulatory floodway or non-encroachment area is designated, no encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point.

Sec. 18-43 FLOODWAYS AND NON-ENCROACHMENT AREAS.

Areas designated as floodways or non-encroachment areas are located within the Special Flood Hazard Areas established in Article 3, Section 18-7. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in Article 5, Sections 18-40 and 18-41, shall apply to all development within such areas:

- (1) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (a) It has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood. Such certification and technical data shall be presented to the Floodplain Administrator prior to issuance of floodplain development permit.
 - (b) A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained within six months of completion of the proposed encroachment.
- (2) If Article 5, Section 18-43(1) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
- (3) Manufactured homes shall be permitted provided the following provisions are met:
 - (a) The anchoring and the elevation standards of Article 5, Section 18-41(3); and
 - (b) The no encroachment standards of Article 5, Section 18-43(1) are met.

Sec. 18-43.1 COASTAL HIGH HAZARD AREA (ZONE VE).

Coastal High Hazard Areas are Special Flood Hazard Areas established in Article 3, Section 18-7, and designated as Zones VE. These areas have special flood hazards associated with high velocity waters from storm surges or seismic activity and, therefore, all new construction and substantial improvements shall meet the following provisions in addition to the provisions of Article 5, Sections 18-40 and 18-41:

- (1) All new construction and substantial improvements shall:
 - (a) Be located landward of the reach of mean high tide;
 - (b) Comply with all applicable CAMA setback requirements.
- (2) All new construction and substantial improvements shall be elevated so that the bottom of the lowest horizontal

structural member of the lowest floor (excluding pilings or columns) is no lower than the regulatory flood protection elevation. Floodproofing shall not be utilized on any structures in Coastal High Hazard Areas to satisfy the regulatory flood protection elevation requirements.

- (3) All new construction and substantial improvements shall have the space below the bottom of the lowest horizontal structural member of the lowest floor either be free of obstruction or constructed with breakaway walls, open wood latticework or insect screening, provided they are not part of the structural support of the building and are designed so as to breakaway, under abnormally high tides or wave action without causing damage to the elevated portion of the building or supporting foundation system or otherwise jeopardizing the structural integrity of the building. The following design specifications shall be met:
 - (a) Material shall consist of open wood or plastic lattice having at least 40 percent of its area open, or
 - (b) Insect screening; or
 - (c) Breakaway walls shall meet the following design specifications:
 - (1) Design safe loading resistance shall be not less than 10 nor more than 20 pounds per square foot; or
 - (2) Breakaway walls that exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by State or local codes) shall be certified by a registered professional engineer or architect that the breakaway wall will collapse from a water load less than that which would occur during the base flood event, and the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). The water loading values used shall be those associated with the base flood. The wind loading values used shall be those required by the North Carolina State Building Code.
- (4) All new construction and substantial improvements shall be securely anchored to pile or column foundations. All pilings and columns and the structure attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the effect of wind and water loads acting simultaneously on all building components.
 - (a) Water loading values used shall be those associated with the base flood.
 - (b) Wind loading values used shall be those required by the current edition of the North Carolina State Building Code.
- (5) For concrete pads, including patios, decks, parking pads, walkways, driveways, pool decks, etc. the following is required:
 - (a) Shall be structurally independent of the primary structural foundation system of the structure and shall not adversely affect structures through redirection of floodwaters or debris; and
 - (b) Shall be constructed to breakaway cleanly during design flood conditions, shall be frangible, and shall not produce debris capable of causing damage to any structure. (The installation of concrete in small segments (approximately 4 feet x 4 feet) that will easily break up during the base flood event, or score concrete in 4 feet x 4 feet maximum segments is acceptable to meet this standard); and
 - (c) Reinforcing, including welded wire fabric, shall not be used in order to minimize the potential for concreted pads being a source of debris; and
 - (d) Pad thickness shall not exceed 4 inches; or
 - (e) Provide a Design Professional's certification stating the design and method of construction to be used meet the applicable criteria of this section.

- (6) For swimming pools and spas, the following is required:
- (a) Be designed to withstand all flood-related loads and load combinations.
 - (b) Be elevated so that the lowest horizontal structural member is elevated above the RFPE; or
 - (c) Be designed and constructed to break away during design flood conditions without producing debris capable of causing damage to any structure; or
 - (d) Be sited to remain in the ground during design flood conditions without obstructing flow that results in damage to any structure.
 - (e) Registered design professionals must certify to local officials that a pool or spa beneath or near a VE Zone building will not be subject to flotation or displacement that will damage building foundations or elevated portions of the building or any nearby buildings during a coastal flood.
 - (f) Pool equipment shall be located above the RFPE whenever practicable. Pool equipment shall not be located beneath an elevated structure.
- (7) All elevators, vertical platform lifts, chair lifts, etc., the following is required:
- (a) Elevator enclosures must be designed to resist hydrodynamic and hydrostatic forces as well as erosion, scour, and waves.
 - (b) Utility equipment in Coastal High Hazard Areas (VE Zones) must not be mounted on, pass through, or be located along breakaway walls.
 - (c) The cab, machine/equipment room, hydraulic pump, hydraulic reservoir, counter weight and roller guides, hoist cable, limit switches, electric hoist motor, electrical junction box, circuit panel, and electrical control panel are all required to be above RFPE. When this equipment cannot be located above the RFPE, it must be constructed using flood damage-resistant components.
 - (d) Elevator shafts/enclosures that extend below the RFPE shall be constructed of reinforced masonry block or reinforced concrete walls and located on the landward side of the building to provide increased protection from flood damage. Drainage must be provided for the elevator pit.
 - (e) Flood damage-resistant materials can also be used inside and outside the elevator cab to reduce flood damage. Use only stainless steel doors and door frames below the BFE. Grouting in of door frames and sills is recommended.
 - (f) If an elevator is designed to provide access to areas below the BFE, it shall be equipped with a float switch system that will activate during a flood and send the elevator cab to a floor above the RFPE.
- (8) Accessory structures, regardless of size or cost, shall not be permitted below elevated structures.
- (9) Fill/Grading
- (a) Minor grading and the placement of minor quantities of nonstructural fill may be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.
 - (b) The fill material must be similar and consistent with the natural soils in the area.
 - (c) The placement of site-compatible, non-structural fill under or around an elevated building is limited to two (2)

feet. Fill greater than two (2) feet must include an analysis prepared by a qualified registered design professional demonstrating no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent elevated buildings and structures.

- (d) Nonstructural fill with finished slopes that are steeper than five (5) units horizontal to one (1) unit vertical shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent elevated buildings and structures.
- (10) There shall be no alteration of sand dunes or mangrove stands which would increase potential flood damage.
- (11) No manufactured homes shall be permitted except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and elevation standards of this Section have been satisfied.
- (12) Recreational vehicles may be permitted in Coastal High Hazard Areas provided that they meet the Recreational Vehicle criteria of Article 5, Section 18-41(6)(a).
- (13) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the Regulatory Flood Protection Elevation and any supporting members that extend below the Regulatory Flood Protection Elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck. The increased loads must be considered in the design of the primary structure and included in the V-Zone Certification required under Article 4, Section 18-26, (3)(f).
- (14) A deck or patio that is located below the Regulatory Flood Protection Elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
- (15) In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:
 - (a) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
 - (b) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters.
 - (c) Docks, piers, and similar structures.
- (16) No more than four (4) electrical outlets and no more than four (4) electrical switches may be permitted below RFPE unless required by building code.

Sec. 18-43.2 STANDARDS FOR COASTAL A ZONES (ZONE CAZ) LiMWA

Structures in CAZs shall be designed and constructed to meet V Zone requirements, including requirements for breakaway walls. However, the NFIP regulations also require flood openings in walls surrounding enclosures below elevated buildings in CAZs (see Technical Bulletin 1, *Openings in Foundation Walls and Walls of Enclosures*). Breakaway walls used in CAZs must have flood openings that allow for the automatic entry and exit of floodwaters to minimize damage caused by hydrostatic loads. Openings also function during smaller storms or if anticipated wave loading does not occur with the base flood.

- (1) All new construction and substantial improvements shall be elevated so that the bottom of the lowest horizontal

structural member of the lowest floor (excluding pilings or columns) is no lower than the regulatory flood protection elevation. Floodproofing shall not be utilized on any structures in Coastal A Zones to satisfy the regulatory flood protection elevation requirements.

- (2) All new construction and substantial improvements shall have the space below the bottom of the lowest horizontal structural member of the lowest floor either be free of obstruction or constructed with breakaway walls, open wood latticework or insect screening, provided they are not part of the structural support of the building and are designed so as to breakaway, under abnormally high tides or wave action without causing damage to the elevated portion of the building or supporting foundation system or otherwise jeopardizing the structural integrity of the building. The following design specifications shall be met:
 - (a) Material shall consist of open wood or plastic lattice having at least 40 percent of its area open, or
 - (b) Insect screening; or
 - (c) Breakaway walls shall meet the following design specifications:
 - (1) Breakaway walls shall have flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the design criteria in Article 5, Section 18-41(4)(d); and
 - (2) Design safe loading resistance shall be not less than 10 nor more than 20 pounds per square foot; or
 - (3) Breakaway walls that exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by State or local codes) shall be certified by a registered professional engineer or architect that the breakaway wall will collapse from a water load less than that which would occur during the base flood event, and the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). The water loading values used shall be those associated with the base flood. The wind loading values used shall be those required by the North Carolina State Building Code.
- (3) Concrete pads, including patios, decks, parking pads, walkways, driveways, etc. must meet the provisions of Article 5, Section 18-43.1 (5).
- (4) All new construction and substantial improvements shall meet the provisions of Article 5, Section 18-43.1 (3).
- (5) A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions of Article 4, Section 18-26 and Article 5, Section 18-43.1 (3) and (4), on the current version of the North Carolina V-Zone Certification form or a locally developed V-Zone Certification form.
- (6) Recreational vehicles may be permitted in Coastal A Zones provided that they meet the Recreational Vehicle criteria of Article 5, Section 18-41(6)(a).
- (7) Fill/Grading must meet the provisions of Article 5, Section 18-43.1 (9).
- (8) Decks and patios must meet the provisions of Article 5 Section 18-43.1 (13) and (14).
- (9) In coastal high hazard areas, development activities other than buildings and structures must meet the provisions of Article 5, Section 18-43.1 (15).

Sec. 18-43.3 STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AO).

Located within the Special Flood Hazard Areas established in Article 3, Section 18-7, are areas designated as shallow

flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Article 5, Sections 18-40 and 18-41, all new construction and substantial improvements shall meet the following requirements:

- (1) The reference level shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of 2 feet, above the highest adjacent grade; or at least 2 feet above the highest adjacent grade if no depth number is specified.
- (2) Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Article 5, Section 18-43.3 (1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Article 4, Section 18-26 (3) and Article 5, Section 18-41 (2).
- (3) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Sec. 18-43.4 STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AH).

Located within the Special Flood Hazard Areas established in Article 3, Section 18-7, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to Article 5, Sections 18-40 and 18-41, all new construction and substantial improvements shall meet the following requirements:

- (1) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

ARTICLE 6. LEGAL STATUS PROVISIONS.

Sec. 18-44 EFFECT ON RIGHTS AND LIABILITIES UNDER THE EXISTING FLOOD DAMAGE PREVENTION ORDINANCE.

This ordinance in part comes forward by re-enactment of some of the provisions of the flood damage prevention ordinance enacted April 6, 1987, as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the flood damage prevention ordinance of Craven County enacted on April 6, 1987, as amended, which are not reenacted herein are repealed.

Sec. 18-45 EFFECT UPON OUTSTANDING BUILDING PERMITS.

Nothing herein contained shall require any change in the plans, construction, size or designated use of any development or any part thereof for which a floodplain development permit has been granted by the floodplain administrator or his authorized agents before the time of passage of this ordinance; provided, however, that when construction is not begun under such outstanding permit within a period of six (6) months subsequent to passage of this ordinance or any revision thereto, construction or use shall be in conformity with the provisions of this ordinance.

Sec. 18-45.1 SEVERABILITY.

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

Sec. 18-46 EFFECTIVE DATE.

This ordinance shall become effective on ____ day of _____, 202__.

Sec. 18-47 ADOPTION CERTIFICATION.

I hereby certify that this is a true and correct copy of the flood damage prevention ordinance as adopted by the Board of Commissioners of Craven County, North Carolina, on the ____ day of _____.

WITNESS my hand and the official seal of _____, this the ____ day of _____, 202__.

**Structured Interview Scoring Matrix
RFQ NRCS EWP Surveying Services Candidates**

Interviewer	Vaughn & Melton	WithersRavenel	JMT		
Evaluator #1	46	45	43		
Evaluator #2	46	42	43		
Evaluator #3	48	44	46		
Evaluator #4	47	45	46		
Total	46.75	44	44.5		

3 **New Fee Recommendation**

Description: 99443 Telephone Evaluation & Management Services (21 - 30 minutes)

Current Fee: \$37.00

Proposed Fee: \$150.00

Recommended Effective Date: 3/10/2020

Reason / Justification: During COVID-19 staff (FNP, MD, PA, CNM) will use telephone evaluation and management services for established patients and routine follow up (20 to 30 minutes).

On May 1, 2020 NC Medicaid Special Bulletin COVID-19 #80 was released. To support primary and specialty care providers in conducting telephonic visits when face-to-face or telehealth is not a viable option, NC Medicaid is temporarily increasing the telephonic rate to **80% of Physician E&M comparable rates**, retroactive to March 10, 2020.

Reimbursement Rates

99443 is equivalent to an office visit 99214. Our current fee for a 99214 = \$187.00. Eighty percent of that charge = \$149.60

4 **New Fee Recommendation**

Description: 82274

Current Fee: 0

Proposed Fee: \$22.00

Recommended Effective Date: 5/1/2020

Reason / Justification: FIT/iFOBT is a stool-based test used for colorectal cancer screening. The test can be conducted annually on average risk patients (no personal/family history of colon cancer, adenomas, or genetic syndromes). It provides a screening tool for those patients who have limited access to a colonoscopy. This test will not substitute a colonoscopy. Patients, who have a positive FIT/iFOBT test result, will be referred for a colonoscopy.

Reimbursement Rates

Medicaid: \$21.23

BCBS: \$20.91

Contracted LabCorp Rate: \$20.00

5 **New Fee Recommendation**

Description: 96161

Current Fee: 0

Proposed Fee: \$17.28

Recommended Effective Date: 5/1/2020

Reason / Justification: Administration of caregiver-focused health risk assessment instrument (e.g., depression inventory) for the benefit of the patient, with scoring and documentation, per standardized instrument.

Health risk assessment for maternal depression done at the child's visit (questions for caregiver).

Reimbursement Rates

96161 is equivalent to a similar established fee 96160 (depression screening tool for patients) = \$17.28.

Approvals:

Administrative Officer/Date

Health Director/Date

Board of Health Chairperson/Date

Board of Commissioner's Approval /Date

Volunteer Board Information and Interest Sheet Craven County, North Carolina

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

Craven County Community Child Protection and Child Fatality Prevention

Name: Maurice Anderson Home Phone: (347) 840-1273

Home Address: 432 Godette

City: Havelock Zip Code: 28532

Township: _____ City Limits: Yes No

Occupation: Contracting Officer Business Phone: (347) 840-1273

Place of Employment: Defense Logistics Agency Fax Number: _____

E-Mail Address: maurice.r.anderson@gmail.com

(Please indicate your preferred contact number.) (347) 840-1273

Education

Bachelor of Arts, Environmental Safety and Occupational Health •Lean Six Sigma, Yellow and Green Belt Certification, Lean Six Sigma, Concepts and Processes •General Industry Certification, Construction Industry Certification, Hazard Communication Standard Certification •Department of Defense Suicide Prevention Trainer

Business and Civic Experience

•Warranted Department of Defense Contracting Officer •Entrepreneur in Residential Construction •Supply Logician

Areas of Expertise, Interest, Skills

Negotiating •Project and Risk Management •Workforce/Operation Management and Leadership •Strategic Planning

Why do you want to serve?

My wife Nadia Anderson and I have been serving on the Craven County Community Child Protection and Child Fatality Prevention Team for seven years. We were a Foster/Adoptive family and later became highly trained as Therapeutic Foster Parents. We serviced Craven, Carteret, Robeson, Lenoir, New Hanover County.

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

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

Date: 05/11/2020

Signature: 

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

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

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

For Internal Use Only

Date Received: _____

Form is active until: _____ (two years after date received)

Received by: _____ (initials)

Reviewed by the following Commissioners. Please initial and add "PA" if you are personally acquainted with the individual.

CRAVEN COUNTY

RESOLUTION

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

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

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

1. That the Board of Commissioners hereby authorizes the initiation of the upset bid process for the Real Property by advertising notice of the offer to purchase in accordance with the provisions of North Carolina General Statute §160A-269.
2. That the County Manager, Clerk and/or Attorney are authorized to take all actions necessary to accomplish the purposes of this Resolution.

ADOPTED THIS 18th DAY OF MAY, 2020.

THOMAS MARK, Chairman

(County Seal)

NAN HOLTON,
Clerk to the Board

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

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

Street Address: 865 Adams Creek Rd.

Subdivision Name: N/A

Tax Parcel ID No.: 5-014-305

Plat Reference: N/A

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

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

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

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

3. CONDITIONS:

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

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

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

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

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

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

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

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

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

7. EVIDENCE OF TITLE: Not Applicable.

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

Kristen W. Culler

, or assigns.

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

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

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

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

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

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

Buyer Initials KWC Seller Initials _____

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

BUYER:

(If an individual)

Kristen W. Culler (SEAL)

_____ (SEAL)

Name: Kristen Culler

Date: 30 Apr 2020

Address: 3807 Phe Needle Pl
New Bern Nc 28562

Email: Kristen.w.culler@gmail.com

Phone: (919) 987-6727

SELLER:

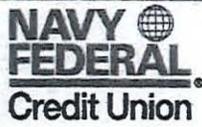
CRAVEN COUNTY

By: _____ (SEAL)

Its: _____

Date: _____

Buyer Initials KWC _____ Seller Initials _____



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

66-7497
2560

Cashier's Check

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

Pay
to the **GRAVEN COUNTY**
Order of

REMITTER: KRISTEN W CULLER

Carmella Vicente
Authorized Signatory

© 2014 Navy Federal NFCU C98 (6-14)

⑆256074974⑆

280912

⑈002

Craven County Geographic Information System

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

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

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



Subdivision :

Assessed Acreage : 0.413 **Calculated Acreage :** 0.460
Deed Reference : 2610-0911 **Recorded Date :** 6 8 2007

Recorded Survey :

Estate Number :

Land Value : \$3,600 **Tax Exempt :** Yes

Improvement Value : \$0 **# of Improvements :** 0

Total Value : \$3,600

City Name : **Fire tax District :** TOWNSHIP 5

Drainage District : **Special District :**

Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

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

List of Improvements to Site

No improvements listed for this parcel



Image ID: 000001270358 Type: CRP
Recorded: 06/08/2007 at 03:36:01 PM
Fee Amt: \$20.00 Page 1 of 3
Excise Tax: \$0.00
Craven, NC
Sherril B. Richard Register of Deeds

BK 2610 PG 911

NORTH CAROLINA
CRAVEN COUNTY

Tax Parcel # 5-014-305

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

WITNESSETH:

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

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

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

RETURN TO →

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

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

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

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

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



Image ID: 000001270359 Type: CRP
Page 2 of 3

BK 2610 PG 912

Martin Travis Moore (SEAL)
MARTIN TRAVIS MOORE
a/k/a/ MARVIN MOORE

Alice Lorraine Moore (SEAL)
ALICE LORRAINE MOORE

Tracy Moore (SEAL)
TRACY MOORE, unmarried



NORTH CAROLINA
Carteret COUNTY

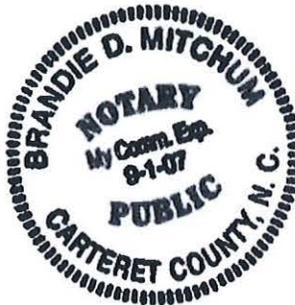
I, Brandie D. Mitchum, a Notary Public of the aforesaid County and State, do hereby certify that **MARTIN TRAVIS MOORE, a/k/a, MARVIN MOORE** and wife, **ALICE LORRAINE MOORE**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

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

My Commission Expires:

9-1-07

Brandie D. Mitchum
NOTARY PUBLIC



NORTH CAROLINA
Carteret COUNTY

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

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

My Commission Expires:

9-1-07

Brandie D. Mitchum
NOTARY PUBLIC

