

**AGENDA  
CRAVEN COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
MONDAY SEPTEMBER 19, 2022  
8:30 AM**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

1. CONSENT AGENDA
  - A. Minutes of September 6, 2022 Regular Session
  - B. Tax Releases and Refunds
  - C. Social Services – One Time Increased Chafee (LINKS) Transition Funds Budget Amendment
  - D. Planning – Ford Explorers (2) Budget Amendment
  - E. Sheriff – Donation Check Budget Amendment
  - F. Proclamation in Recognition of Prostate Cancer Awareness Month
2. NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT)  
CRAVEN COUNTY COMPREHENSIVE TRANSPORTATION PLAN (CTP)  
PRESENTATION: Hemal Shah, NCDOT Engineer; Behshad Norowzi,  
Transportation Engineer Supervisor

**DEPARTMENTAL MATTERS**

3. SOCIAL SERVICES: Geoffrey Marett, Social Services Director
  - A. Low-Income Household Water Assistance Program (LIHWAP) Administrative Funds Budget Amendment
  - B. Special Adoption Promotion Funds Budget Amendment
  - C. Senior Program Roll Forward of Unspent Funds Budget Amendment
4. CARTS: Kelly Walker-Cuthrell, Transportation Director
  - A. Approve Policy for Rental of Advertising Space on CARTS Vehicles
  - B. Approve Statement of Capital Withdrawal
  - C. American Rescue Plan Capital Purchases Budget Amendment
  - D. FY2022-2023 Rural Operating Assistance Program (ROAP) Grant Authorization
  - E. Authorization to Apply for State Maintenance Assistance Program

5. HEALTH: Scott Harrelson, Health Director
  - A. Additional One-Time American Rescue Plan Act (ARPA) Funding Budget Amendment
  - B. Use of Fund Balance Appropriation Budget Amendment
6. PLANNING: Chip Bartlett, Insight Planning & Development; Chad Strawn, Assistant Planning Director; Don Baumgardner, Planning Director
  - A. Contract Award – CDBG-Neighborhood Revitalization Legal Services
  - B. Living Shoreline Study Grant Approval Budget Amendment
  - C. Subdivision for Approval – The Mill Phase Three at Heritage Farms – Final
7. ECONOMIC DEVELOPMENT – PROJECT BLUE FIN BUILDING REUSE GRANT: Jeff Wood, Economic Development Director
8. FACILITIES – CRAVEN COUNTY COURTHOUSE REBUILD PROJECT UPDATE: Gene Hodges, Assistant County Manager
9. APPOINTMENTS
10. COUNTY ATTORNEY'S REPORT: Arey Grady
11. COUNTY MANAGER'S REPORT: Jack Veit
12. COMMISSIONERS' REPORTS
13. CLOSED SESSION



Agenda Date: September 19, 2022

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

Agenda Item No. 1

Board Action Required or Considered: Yes

## CONSENT AGENDA

### A. MINUTES OF SEPTEMBER 6, 2022 REGULAR SESSION

The Board will be requested to approve the minutes of September 6, 2022, as shown in Attachment #1.A.

### B. TAX RELEASES AND REFUNDS

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

Tax Administrator, Leslie Young, provided an explanation of the following releases:

1. **North Carolina Coastal Land Trust**, Account Number 122653, Tax Year 2022 tax due \$3,097.51, is an exempt entity per NCGS 105-275.12: "Real Property that is owned by non-profit or association organized to receive and administer lands for conservation purposes are exempt from the tax base".

Said property was exempt from the Tax Year 2021 tax base; however, the exemption was removed for Tax Year 2022 due to a computer software error that caused the exemption to be removed.

2. **Penske Truck Leasing Co.**, Account Number 18302, Abstract Number 220422, Tax Year 2022 tax due \$1,194.34, was incorrectly levied per NCGS 105-275(39)(ii) "Real and Personal Property that is: leased to a unit of State or local government whose property is exempt from taxation under 105-278.1".

The said motor vehicle is located at 87 Roosevelt Blvd., Havelock, NC, which is located on Marine Corp Air Station, Cherry Point, a federal exempt property. The vehicle is leased to 1<sup>st</sup> Coast Cargo, Inc.

3. Personal Property owner, **Prohibition Drinks & Desserts, Inc.**, Account Number 105949, Tax Year 2022 tax due \$2,040.06, was incorrectly applied to the Tax Year 2022 tax base. Owner properly submitted their Business Personal Property Listing Tax Year 2022 notifying the Craven County Tax Department that they were "Out of Business" as of 11/23/2021.

4. Personal Property owner, **Ross 1957**, Account Number 125275, Tax Year 2022 tax due \$4,506.12, was incorrectly appraised by classification as machinery rather than correctly appraised as computer.

C. SOCIAL SERVICES – ONE TIME INCREASED CHAFEE (LINKS) TRANSITION FUNDS BUDGET AMENDMENT

The John H. Chafee Foster Care Independence Program, LINKS in North Carolina, assists current and former eligible foster care youth and young adults ages 14-21 in achieving self-sufficiency through support services, resources, and LINKS Special Funds. For FY 2022-2023, the North Carolina Department of Social Services (NCDSS) has a one-time use of additional Chafee funds available to support the purchase of school uniforms and clothing. Funds must be expended by September 30, 2022. There is no County match.

The Board will be requested to approve the Budget Amendment, shown as Attachment #1.C., in the amount of \$9,500.00.

D. FORD EXPLORERS (2) BUDGET AMENDMENT

The Planning & Inspections Department requests approval of a Budget Amendment, shown as Attachment #1.D., in the amount of \$6,697.00, for the purchase of two Ford Explorers. The additional funds are needed to cover the recent price increase of the vehicles.

E. SHERIFF – DONATION CHECK BUDGET AMENDMENT

The Sheriff's Office was given a donation check in the amount of \$200.00 from a Craven County citizen. This check will be used towards the purchase of a variety of items needed by the office.

The Board will be requested to approve the Budget Amendment, shown as Attachment #1.E., in the amount of \$200.00.

F. PROCLAMATION IN RECOGNITION OF PROSTATE CANCER AWARENESS MONTH

The Board will be requested to adopt the Proclamation, shown as Attachment #1.F., recognizing September as Prostate Cancer Awareness Month in Craven County.

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

Agenda Date: September 19, 2022

Presenters: Hemal Shah, Behshad Norowzi

Agenda Item No. 2

Board Action Required or Considered: No

## **NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT) CRAVEN COUNTY COMPREHENSIVE TRANSPORTATION PLAN (CTP) PRESENTATION**

North Carolina Department of Transportation Engineer, Hemal Shah, and Transportation Engineer Supervisor, Behshad Norowzi, will provide a presentation on the Craven County Comprehensive Transportation Plan (CTP). The Comprehensive Transportation Plan is a long-range planning tool for counties and municipalities that will assist local governments in making transportation decisions for the next 25-30 years.

**Board Action: Receive information**

Agenda Date: September 19, 2022

Presenter: Geoffrey Marett

Agenda Item No. 3

Board Action Required or Considered: Yes

## **DEPARTMENTAL MATTERS: SOCIAL SERVICES**

### **A. LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP) ADMINISTRATIVE FUNDS BUDGET AMENDMENT**

The Department of Social Services has received additional ARPA Administrative funding for the Low-Income Household Water Assistance Program (LIHWAP). There is no County match. Funds are 100% Federal and are to provide administrative funding for temporary workers and permanent staff who administer the LIHWAP program, which is emergency assistance to low-income households to prevent disconnection or provide assistance with reconnection of drinking and wastewater services.

The Board will be requested to approve the Budget Amendment, shown as Attachment #3.A, in the amount of \$24,071.00.

**Board Action: Approve Budget Amendment in the amount of \$24,071.00; a roll call vote is needed**

### **B. SPECIAL ADOPTION PROMOTION FUNDS BUDGET AMENDMENT**

The Department of Social Services is requesting to roll forward unspent funds from FY 2021-2022, as well as budget additional funding awarded in FY 2022-2023. Funds are awarded by the State based on the number of adoptions that are finalized and are given to DSS to use in the adoption program. There is no County match, and unspent funds are to be rolled forward to the next fiscal year.

The Board will be requested to approve the Budget Amendment, shown as Attachment #3.B, in the amount of \$99,544.00.

**Board Action: Approve Budget Amendment in the amount of \$99,544.00; a roll call vote is needed**

C. SENIOR PROGRAM ROLL FORWARD OF UNSPENT FUNDS BUDGET AMENDMENT

The Department of Social Services is requesting to roll forward from prior fiscal year, unspent funds donated to the Senior Program, Meals Program and Sunshine Program. A detailed spreadsheet is included in the attachment.

The Board will be requested to approve the Budget Amendment, shown as Attachment #3.C, in the amount of \$23,857.00.

**Board Action: Approve Budget Amendment in the amount of \$23,857.00; a roll call vote is needed**

Agenda Date: September 19, 2022

Presenter: Kelly Walker-Cuthrell

Agenda Item No. 4

Board Action Required or Considered: Yes

## **DEPARTMENTAL MATTERS: CARTS**

### **A. APPROVE POLICY FOR RENTAL OF ADVERTISING SPACE ON CARTS VEHICLES**

CARTS was recently part of a Proficiency Review by the North Carolina Department of Transportation/Integrated Mobility Division (NCDOT/IMD). As part of the proficiency review, CARTS was instructed to obtain governing board approval for the existing advertising policy.

Other than some minor grammatical and formatting changes, no changes were made to the policy that has been in place for years. CARTS is requesting the Board to approve the Policy for Rental of Advertising Space on CARTS Vehicles, shown as Attachment #4.A, in order to be in compliance with NCDOT/IMD policy requirements.

### **Board Action: Approve Policy for Rental of Advertising Space on CARTS Vehicles**

### **B. APPROVE STATEMENT OF CAPITAL WITHDRAWAL**

Craven Area Rural Transit System (CARTS) was approved to purchase replacement vehicles for CARTS #500 and #476 in FY2021-2022 using a grant approved by the North Carolina Department of Transportation/Integrated Mobility Division (NCDOT/IMD). The order for the replacement vehicles was placed in September 2021. NCDOT/IMD issued a period of performance extension in March 2022 to transit systems due to a delay in chassis deliveries to vendors. Systems were informed in July 2022 that all outstanding vehicle orders had been cancelled due to Ford cancelling all chassis orders. It will likely be 18-24 months before replacement vehicles become available for purchase.

NCDOT/IMD requested that CARTS complete a Statement of Capital Withdrawal, shown as Attachment #4.B, to remove the two outstanding replacement vehicles from the FY2021-2022 grant which will allow closure of the FY2021-2022 grant. Those vehicles will be included in FY2023-2024 capital grant application scheduled to be released in November, along with the vehicles already identified for replacement in that grant cycle.

Approval of the Statement of Capital Withdrawal will not delay the replacement of vehicle #500 and #476. It merely moves the vehicles from one grant cycle into another.

### **Board Action: Approve Statement of Capital Withdrawal**

C. AMERICAN RESCUE PLAN CAPITAL PURCHASES BUDGET AMENDMENT

CARTS applied for grant funding to make various capital purchases. The items in the application included: twenty-seven (27) radio systems; one (1) wheelchair securement training table, five (5) hard drive replacements for on-board vehicle cameras; and the replacement of the CARTS administrative vehicle to be used for non-revenue purposes.

The North Carolina Department of Transportation/Integrated Mobility Division (NCDOT/IMD) approved the American Rescue Plan (ARP) Capital Purchases grant in the amount of \$68,276.00. This funding represents the rural portion of items included in the grant. The urban portion amount of \$35,414.00 is included in the 5307 CARES Act application. Both grants have been awarded.

CARTS is requesting a Budget Amendment, shown as Attachment #4.C, in the amount of \$103,690.00, for the rural and urban revenue and expenses for the radios, training table, hard drives, and replacement vehicle to be included in the FY2023 CARTS budget.

**Board Action: Approve Budget Amendment in the amount of \$103,690.00; a roll call vote is needed**

D. FY 2022-2023 RURAL OPERATING ASSISTANCE PROGRAM (ROAP) GRANT AUTHORIZATION

The Rural Operating Assistance Program (ROAP) is a state-funded transportation grant program administered by the North Carolina Department of Transportation Integrated Mobility Division (NCDOT/IMD). ROAP consolidates the Elderly and Disabled Assistance Program (EDTAP) for the rural and urban areas of Craven County; the Employment Transportation Program (EMP) for the rural and urban areas of Craven County; and the Rural General Public (RGP) for the rural areas of Craven County into one application. Each county within the CARTS service area is responsible for making a ROAP application for its respective county.

On August 30, 2022, CARTS was notified that Craven County has been allocated \$93,558.00 for EDTAP; \$24,412.00 for EMP; and \$87,923.00 for RGP. The total amount is \$205,893.00. This is a decrease of \$20,276.00 from FY2021-2022. The RGP requires a 10% match which is covered by fares charged to the passengers. A public hearing is not required to apply for this funding. In addition to completing the application, a Certified Statement signed by the County Manager and County Finance Officer is required. The application deadline is September 30, 2022.

A copy of the Application for Transportation Operating Assistance is shown as Attachment #4.D.

**Board Action: Authorize staff to proceed with the application process for the FY 2022-2023 ROAP Grant**

E. AUTHORIZATION TO APPLY FOR STATE MAINTENANCE ASSISTANCE PROGRAM

The State Maintenance Assistance Program (SMAP) is a state-funded public transportation grant program administered by the North Carolina Department of Transportation Integrated Mobility Division (NCDOT/IMD). The intention of this program is to provide operating assistance to urban, small-urban, and urban regional fixed route and commuter bus systems. Eligible uses of the funds are limited to a system's operating costs.

On August 30, 2022, CARTS was notified they have been allocated \$130,920.00 for Fiscal Year 2022-2023. This is the same amount as the previous FY2021-2022 allocation. The application deadline is September 30, 2022, and the funds must be expended by June 30, 2023. A public hearing is not required. SMAP funding cannot exceed the amount of local match provided for the 5307 Urban Area Formula Funds grant. With approval of this grant, the CARTS local match will be \$130,920.00 and the SMAP revenue will also be \$130,920.00.

CARTS is requesting approval to apply for \$130,920 in SMAP funds. The deadline to submit all required documents is September 30, 2022. A copy of the application budget is included as Attachment #4.D.

**Board Action: Approval to apply for FY 2022-2023 SMAP funds**



Agenda Date: September 19, 2022

Presenter: Scott Harrelson

Agenda Item No. 5

Board Action Required or Considered: Yes

## DEPARTMENTAL MATTERS: HEALTH

### A. ADDITIONAL ONE-TIME AMERICAN RESCUE PLAN ACT (ARPA) FUNDING BUDGET AMENDMENT

The Craven County Health Department has received \$65,500.00 in supplemental funding to further enhance health care services. The department has recently hired a Nurse Practitioner in the Adult Primary Care clinic. This funding will be used to cover her salary.

The Board will be requested to approve the Budget Amendment, shown as Attachment #5.A, in the amount of \$65,500.00.

**Board Action: Approve Budget Amendment in the amount of \$65,500.00; a roll call vote is needed**

### B. USE OF FUND BALANCE APPROPRIATION

The Craven County Health Department is requesting utilization of \$204,282.00 in revenues earned from FY 2022 to purchase items needed in FY 2023, as included in the attachment. The request includes items needed for the Animal Shelter, training expenses & equipment for Environmental Health, upgrades to the building and clinical supplies & equipment.

The Board will be requested to approve the Budget Amendment, shown as Attachment #5.B, in the amount of \$204,282.00.

**Board Action: Approve Budget Amendment in the amount of \$204,282.00; a roll call vote is needed**

Agenda Date: September 19, 2022

Presenters: Chip Bartlett, Chad Strawn  
Don Baumgardner

Agenda Item No. 6

Board Action Required or Considered: Yes

## **DEPARTMENTAL MATTERS: PLANNING**

### **A. CONTRACT AWARD – CDBG-NEIGHBORHOOD REVITALIZATION LEGAL SERVICES**

Craven County has received CDBG-Neighborhood Revitalization (CDBG-NR) funds to assist four (4) residential homes with severe needs. In July 2022, the Planning Department solicited proposals from several firms to provide the required legal services to implement this program. Because only one bid was received and at least two are required, a 2<sup>nd</sup> RFP was sent out in August 2022, during which time two firms submitted proposals: Sumrell Sugg and Grady/Quattlebaum, PLLC.

Based upon review of both proposals, Grady/Quattlebaum, PLLC was ranked with the highest number of points.

The per title fee from Grady/Quattlebaum, PLLC is higher, their hourly rate is less and their response time is half that of Sumrell Sugg. Based on these factors, the Planning Department requests the contract be awarded to Grady/Quattlebaum, PLLC.

A Summary Rating Sheet for Legal Services Proposals is shown as Attachment #6.A.

**Board Action: Approve execution of standard CDBG-NR Professional Services Contract with Grady/Quattlebaum, PLLC**

### **B. LIVING SHORELINE STUDY GRANT APPROVAL BUDGET AMENDMENT**

As a result of Craven County's efforts of working with the Division of Coastal Management Resilient Coastal Community Program (RCCP), the County was awarded \$45,000.00 to perform a Living Shoreline Study within the Neuse and Trent River basins. A living shoreline is a protected, stabilized coastal edge made of natural materials such as plants, sand, or rock. The County plans to hire a consultant to perform this study.

The purpose of this study is to identify locations along the banks of the Neuse and Trent rivers that have seen substantial shoreline erosion over the past 100 years. Once these areas are identified and the living shoreline treatment options are produced, the County plans to apply for grant funding to construct a living shoreline at sites that would protect public infrastructure from future storm damages.

The Planning Department is requesting approval of the grant agreement with the North Carolina Department of Environmental Quality and the Budget Amendment, shown as Attachment #6.B, in the amount of \$45,000.00.

**Board Action: Approve grant agreement and budget amendment in the amount of \$45,000.00; a roll call vote is needed**

C. SUBDIVISION FOR APPROVAL – THE MILL PHASE THREE AT HERITAGE FARMS – FINAL

The Planning Board met on August 25, 2022 and recommended the following subdivision for approval:

**The Mill Phase Three at Heritage Farms – Final**

- Property is owned by Blades Road, LLC
- Surveying and Engineering by Thomas Engineering, P.A.
- Property is located with Twp. 5 on Harvest Blvd. (SR 1879)
- Parcel ID 5-013-037
- Subdivision contains 21 lots on 11.42 acres
- Lots will be served by Craven County water and proposed individual septic systems

Maps of the subdivision are shown as Attachment #6.C.

**Board Action: Approve subdivision, as recommended**

Agenda Date: September 19, 2022

Presenter: Jeff Wood

Agenda Item No. 7

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: PROJECT BLUE FIN – BUILDING REUSE GRANT**

Project Blue Fin is a local manufacturer, White River Marine, who announced plans to invest \$34 million in real estate, machining & equipment in its existing facility and create and maintain over 500 jobs in five years. To assist in this investment, the North Carolina Department of Commerce has approved White River Marine for a \$500,000.00 Building Reuse Grant under the Rural Infrastructure Authority and the Rural Economic Development Division to be provided to Craven County to assist in the construction activities at their facility.

The Board will be requested to approve the Budget Amendment, shown as Attachment #7, in the amount of \$500,000.00. A copy of the award letter and grant agreement is also included in the attachment.

**Board Action: Accept Building Reuse Grant for Project Blue Fin and approve the Budget Amendment in the amount of \$500,000.00; a roll call vote is needed**

Agenda Date: September 19, 2022

Presenter: Gene Hodges

Agenda Item No. 8

Board Action Required or Considered: Yes

## **DEPARTMENTAL MATTERS: FACILITIES – CRAVEN COUNTY COURTHOUSE REBUILD PROJECT UPDATE**

With the State of North Carolina budget that was approved in November 2021, Craven County was awarded a \$5 million State Capital and Infrastructure Fund (SCIF) grant for repairs and renovation work at the Craven County Courthouse. Staff has been working with our architects, Oakley Collier Architects (OCA), to develop the next phase of the Courthouse project to encumber these funds and continue this project.

The next phase of this project will proceed with the entrance improvements to provide ADA accessibility to the Courthouse property that includes the Emergency Operations Center and access to the 2nd and 3rd Floors of the Courthouse property. This phase of the project will effectively raise all the exit doors for this portion of the building above the flood plane, thus making the building more secure from natural disasters while improving the accessibility of the space. Additionally, a new secured, covered area will be provided for the transport of inmates for court related activities.

Staff is requesting that the Board of Commissioners approve a Project Ordinance Amendment and related Budget Amendment in the amount of \$5,607,000.00, shown as Attachment #8. This includes \$5,000,000.00 in general construction, \$455,000.00 in architect and engineering fees, and adding \$152,000.00 to the project contingency budget. Barnhill Contracting, the Construction Manager at Risk for this project, will begin pricing the work once all the designs are finalized.

**Board Action: Approve the Project Ordinance Amendment and related Budget Amendment and authorize staff to execute change orders to Barnhill Contracting and OCA in relation to renovations related to the SCIF grant for the Courthouse Project; a roll call vote is needed**

Agenda Date: September 19, 2022

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

Agenda Item No. 9

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:**

Craven County Board of Adjustments  
Craven County Clean Sweep  
Emergency Medical Services  
Fire Tax Commissioners (TWP 9)  
Havelock/Craven County Library Board  
Voluntary Agricultural District

**B. Current:**

**Fire Tax Commissioners Board – all seek reappointment**

- Rolf Maris – TWP 2 Tri-Community
- Alton Riggs – TWP 7 Fire
- Joseph Midgette – TWP 1 Vanceboro Fire
- Aaron McLawhorn – TWP 8 WNB II Rhems Fire

**Firemen's Relief Board of Trustees – all seek reappointment**

- Robert Stroud – TWP 3 Dover Fire
- Felix Croom – TWP 3 Ft. Barnwell Fire
- Dred Mitchell – TWP 3 Cove City Fire
- Aaron McLawhorn – TWP 8 WNB II Rhems Fire

**Craven County Recreation Advisory Council – seeks reappointment**

- Eddie Games (District 2)

**Juvenile Crime Protection Council – seeks appointment**

- Billie Mathes (who was serving on the JCPC in her SRO position) is no longer an SRO, but would like to continue to serve and Mrs. Dacey has requested she be appointed to one of the at-large seats.

**Board of Equalization and Review (District 5)**

- Applicant Edna Kearney seeks appointment (Attachment #9.B)

**C. UPCOMING: Terms Expiring**

**Craven Aging Planning Board**

- Carolyn Squires (Client Representative)

**Voluntary Ag District**

- Ricky Harrison (District 1)

**Craven County Recreation Advisory Council**

- Ben Schreckengost (District 6)

Agenda Date: September 19, 2022

Presenter: Arey Grady

Agenda Item No. 10

## **COUNTY ATTORNEY'S REPORT**



Agenda Date: September 19, 2022

Presenter: Jack Veit

Agenda Item No. 11

## **COUNTY MANAGER'S REPORT**

Agenda Date: September 19, 2022

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

Agenda Item No. 12

## **COMMISSIONERS' REPORTS**

Agenda Date: September 19, 2022

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

Agenda Item No. 13

### **CLOSED SESSION**

The Board will be requested to go into Closed Session pursuant to NCGS 143.318.11 (a)(1), Attorney Client Privilege; NCGS 143-318.11(a)(4), to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body; and NCGS 143.318.11(a)(5), to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating.

1 THE BOARD OF COMMISSIONERS OF THE COUNTY OF CRAVEN MET IN  
2 REGULAR SESSION IN THE COMMISSIONERS' ROOM OF THE CRAVEN COUNTY  
3 ADMINISTRATION BUILDING, 406 CRAVEN STREET, NEW BERN, NORTH  
4 CAROLINA, ON TUESDAY, SEPTEMBER 6, 2022. THE MEETING CONVENED AT  
5 6:00 PM.

6  
7 **MEMBERS PRESENT:**

8 Chairman Jason R. Jones  
9 Vice Chairman Denny Bucher  
10 Commissioner George S. Liner  
11 Commissioner Thomas F. Mark  
12 Commissioner Theron L. McCabe  
13 Commissioner E. T. Mitchell  
14 Commissioner Beatrice R. Smith  
15

16 **STAFF PRESENT:**

17 Jack B. Veit, III, County Manager  
18 Gene Hodges, Assistant County Manager  
19 Craig Warren, Finance Director  
20 Amber Parker, Human Resources Director  
21 Arey Grady, County Attorney  
22 Lauren Wargo, Assistant to the County Manager  
23 Nan Holton, Clerk to the Board  
24

25 County Attorney, Arey Grady, recited the following invocation, followed by the Pledge of  
26 Allegiance.

27  
28 *Lord, Your Word tells us that You give strength to the weary, and You increase*  
29 *the power of the weak. You are our place to go when we are empty and our*  
30 *second wind when we are worn down.*

31  
32 *How do You restore the weary warrior? If we wait on You, You will refill us. If*  
33 *we look to You, You will guide us. If we listen to You, You will lead us. You make*  
34 *broken wings soar and weak legs sprint. King David often calls You a fortress.*  
35 *You are a place of rest and peace no matter what comes to our gates.*

36  
37 *Strengthen us today, God, as we acknowledge You. And be our fortress of peace*  
38 *when we run to You. We proclaim these things in the mighty name of Jesus.*  
39 *Amen.*  
40

41  
42 *Based upon the invocation given by Pastor Zack Randles, at the August 17,*  
43 *2021 session of the US House of Representatives*  
44  
45

Commissioner Mark motioned to approve the agenda, as presented, seconded by Commissioner Mitchell and unanimously carried.

### PETITIONS OF CITIZENS – AGENDA TOPICS

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

### CONSENT AGENDA

Commissioner Mark motioned to approve the Consent Agenda, inclusive of the Minutes of July 29, 2022 Reconvened Session; Minutes of August 1, 2022 Regular Session; Tax Releases and Refunds (*Credits = \$31,756.57; Refunds = \$65.25*); Sheriff's – FY22 International Paper (IP) Grant Rollover Budget Amendment; Sheriff's – K-9 Donation Rollover Budget Amendment; Convention Center – Point of Sale Square Cash Registers Budget Amendment; Recreation & Parks – Truck and Tractor Cost Increases Budget Amendment; Health – WIC Funding Increase Budget Amendment; Health – Enhancing Detection Activities State Funding Budget Amendment; Military Service Person of the Quarter Resolution; Resolution Supporting Operation Green Light for Veterans and Proclamation in Recognition of Elizabeth Justine Wetherington Wiggins. Commissioner Mitchell seconded the motion, which carried 7-0 in a roll call vote.

Tax Administrator, Leslie Young, provided an explanation in reference to two large tax releases in the attachment.

1. Frost, Edward B., Parcel ID 9-026-26000, 2022 Tax Notice included a Recycle Fee of \$6,000.00, which should have been a Recycle Fee of \$60.00. The Tax Department made a clerical error by entering "100" Recycle Fees but should have only entered "1" Recycle Fee.
2. Nautical Sound Waves LLC, Account #0101332, 2022 Tax Notice should not have been created. In March 2022, The Craven County Board of Commissioners released Nautical Sound Waves LLC, as having a situs in Craven County.

### *Sheriff's Office*

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1014310-33508	\$5,000.00	1014310-47321	\$5,000.00
International Paper		Capital Outlay \$500-\$4,999	
TOTAL	\$5,000.00	TOTAL	\$5,000.00

**Justification:** To moved funds that were allocated in FY22 for a grant that was awarded and approved during the last fiscal year but not completed. These funds were allocated in the 4310 (SHF) account line. The grant reflected in this budget amendment is the International Paper grant for \$5,000.00.



This grant money has been awarded to support the purchases of Emergency and Swift Water Rescue Equipment that may include, but not limited to, handheld spotlights, life vests and more.

***Sheriff's Office***

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1010000-39901	\$7,152.00	1014310-43246	\$7,152.00
Current Year Fund Balance		Supplies – K-9	
TOTAL	\$7,152.00	TOTAL	\$7,152.00

**Justification:** The unused donated funds made to the Sheriff's Office in FY22 are requested to be moved to FY23. These funds were donated to the office by various citizens and businesses for the K-9 Unit.

***Recreation & Parks***

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1010000-39901	\$8,511.00	1015910-47301	\$8,511.00
Carryover Fund Balance		C/O over \$5,000	
TOTAL	\$8,511.00	TOTAL	\$8,511.00

**Justification:** The following are price increases above what was budgeted for the 2023 budget year. Below are the two items and the amount quoted from January 2022 and the new prices from July 2022.

5055 Utility Tractor/Front End Loader	\$32,000/\$35,451	Increase of \$3,451.00
2022 Ford F150 Regular Cab 4 wheel drive	\$29,000/\$34,060	Increase of \$5,060.00
Total	\$8,511.00	

***Health/WIC***

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1015061-33402	\$11,155.00	1015061-43240	\$6,855.00
WIC Client Services		Other Supplies	
		1015061-47321	\$4,300.00
		C/Outlay \$500-\$4,999	
TOTAL	\$11,155.00	TOTAL	\$11,155.00

**Justification:** WIC has received a funding increase, applicable from June 1 through September 30, 2022 in the amount of \$11,155.00. Funds will be used to update nutritionist's laptops, additional monitors for WIC staff for telehealth, purchase a baby station table and other supplies, as needed.

***Health/Family Planning***

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1015080-33410	\$176,687.00	1015080-42500	\$2,500.00
Family Planning State		Travel/Training	
1015080-33002	\$(168,187.00)	1015080-43208	\$5,000.00
Medicaid Max		Medical Supplies	
		1015080-43240	\$1,000.00
		Other Supplies	

**Justification:** Additional Communicable Disease (CD) funding has been awarded to ensure that CCHD maintains a minimum of two public health nurses (PHN) and that they are adequately trained. There are currently public health nurses employed and this funding will reduce the amount budgeted for Medicaid Max that assisted in covering the Salary & Benefits for the health department's PHN's. Need \$2,500 to complete required CD training, \$5,000 to purchase Medical Supplies, such as chlamydia and gonorrhea collection kits, rapid strep and rapid flu tests, and \$1,000 to purchase education materials to patients.

**RESOLUTION  
RECOGNIZING CORPORAL AUSTIN D. CROOKS  
AS MILITARY SERVICE  
PERSON OF THE QUARTER**

**WHEREAS,** Corporal Austin D. Crooks is currently assigned to Headquarters and Headquarters Squadron, Marine Corps Air Station, Cherry Point, where he serves as an Administrative Specialist for the Customer Support Section and is responsible for processing all Electronic Personnel Administrative Requests the Customer Support Section receives from units aboard station; and

**WHEREAS,** Cpl Crooks' duties include, but are not limited to; conducting triennial audits, completing dependent add/loss, member to member audits, record updates, ensuring the proper payment of all pay entitlement, as well as being the team leader for his section due to his high level of maturity, leadership by example and professionalism; and

**WHEREAS,** Cpl Crooks currently holds multiple collateral duties and has taken the initiative to serve as a representative for the Single Marine Program (SMP), where he ensures that every Marine and Sailor have opportunities to volunteer, participate in team-building activities and improve their way of life; and

**WHEREAS,** Cpl Crooks also serves as one of the unit's Fire Wardens, directly supporting the Site Safety Lead and the air station's Fire Department; and



**WHEREAS**, during this period, he has organized, coordinated, and participated in countless community relations projects with the Marine Corps Community Service, City of Havelock, City of New Bern, Rehabilitation and Nursing Facilities, Humane Society Animal Shelter, Earth Day activities and the Marine Corps Air Station base clean-up; and

**WHEREAS**, Cpl Crooks is married to his high school sweetheart of 11 years, Bria A. Meachum, and together they share one son. He is a devoted father and takes pride in spending as much time as he can with his family.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CRAVEN COUNTY BOARD OF COMMISSIONERS** recognizes Corporal Austin D. Crooks for his positive attitude, unwavering commitment and dedication which far exceeds what is asked or expected of him.

**BE IT FURTHER RESOLVED THAT THE CRAVEN COUNTY BOARD OF COMMISSIONERS** congratulates him on being selected for Military Service Person of the Quarter.

Adopted this 6<sup>th</sup> day of September, 2022.

## **Supporting Operation Green Light for Veterans**

**WHEREAS** the residents of Craven County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

**WHEREAS**, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

**WHEREAS**, Craven County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

**WHEREAS** Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

**WHEREAS**, approximately 200,000 service members transition to civilian communities annually; and

**WHEREAS** an estimated 20 percent increase of service members will transition to civilian life in the near future; and

**WHEREAS**, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

**WHEREAS**, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and



WHEREAS the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Craven County appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted; therefore be it

**RESOLVED**, with designation as a Green Light for Veterans County, Craven County hereby declares from October through Veterans Day, November 11<sup>th</sup>, 2022, a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service.

**THEREFORE, BE IT FURTHER RESOLVED**, that in observance of Operation Green Light, Craven County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

Adopted this, the 6<sup>th</sup> day of September 2022.

## PROCLAMATION

### Recognition of Elizabeth Justine Wetherington Wiggins

**WHEREAS** Elizabeth Justine Wetherington (Jessie) was born on September 30, 1922, in the Jasper community of Craven County and had one sister Jane; and

**WHEREAS** Jessie resembles her daddy and has his wit and good humor, as well has his “lack of patience”; and

**WHEREAS** Jessie attended Jasper Consolidated School, graduating from there in 1939; and

**WHEREAS** Jessie worked on the family’s farm growing up, but later worked in New Bern at Hardy-Moore Dry Cleaners, and S & H Kress Store; and

**WHEREAS** she met James Belton Wiggins from Alabama after World War II and married him on April 3, 1946, in Jasper Bethany Christian Church; and

**WHEREAS** Jessie and James had four children, of which three died at a very early age, leaving them with one son James Belton III; and

**WHEREAS** Jessie enjoyed gardening and working in the yard caring for her many flower beds and shrubs; and

**WHEREAS** Jessie and James were married for 70 years prior to his death in June 2016; and

**WHEREAS** Jessie is a member of Jasper Bethany Christian Church, where she played the organ for over 60 years and served as the Sunday School Secretary, and Choir Director for many years; and

**WHEREAS**, on September 30, 2022, Jessie Wetherington Wiggins will celebrate her 100<sup>th</sup> birthday.

**NOW, THEREFORE, THE CRAVEN COUNTY BOARD OF COMMISSIONERS** does hereby recognize Craven County resident Elizabeth Justine Wetherington Wiggins and honors her longevity and many contributions made to her family, her church, and her community.

Adopted September 6, 2022

**DEPARTMENTAL MATTERS: EMERGENCY SERVICES – AMBULANCE LEASE AGREEMENT WITH VANCEBORO RESCUE SQUAD, INC.**

Emergency Services Director, Stanley Kite, announced that Craven County and Vanceboro Rescue Squad, Inc. have agreed to enter into a lease agreement for a permitted ambulance to be utilized as Craven County EMS. He indicated this agreement would provide the legal requirements under NC-GS 131 for Craven County to maintain an NC Office of Emergency Medical Service (NCOEMS) Ambulance Provider Certificate.

Mr. Kite concluded by stating the contract was similar to the one with CarolinaEast but is in addition to, not in lieu of; and that they had provided the vehicle Certificate of Title.

Commissioner Liner motioned to enter into a lease agreement with Vanceboro Rescue Squad, Inc., as requested, seconded by Commissioner Mitchell and approved unanimously.

**DEPARTMENTAL MATTERS: SHERIFF**

*Vehicle Price Increase (2022 Dodge Chargers)*

Sheriff Chip Hughes reported the pricing for 2022 Dodge Chargers has just been released and the Chargers are \$2,228.00 over what was originally projected in the current budget, which would also increase the vehicle taxes by \$67.00 each. He stated with these increases, the Sheriff's budget line is \$22,950.00 under budget and requested a budget amendment to provide the appropriate funds for the purchase of these ten vehicles.

Commissioner Mark motioned to approve the following budget amendment, in the amount of \$22,950.00, as requested, seconded by Commissioner McCabe and approved 7-0 in a roll call vote.

Commissioner Bucher stated for the public's benefit that this is State pricing, not negotiable by the County.



*Sheriff's Office*

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1010000-39901	\$22,950.00	1014310-47301	\$22,950.00
Current Year Fund Balance		Capital Outlay – Over \$5,000	
TOTAL	\$22,950.00	TOTAL	\$22,950.00

*Sheriff FY22 Grant Rollover (State \$250K)*

Sheriff Hughes requested approval to transfer funds awarded through a \$250K State Grant from FY22 to FY23. He indicated these funds were allocated through purchase orders and quotes for the purchase of four trucks and their upfitting. He stated three trucks have been completed and paid for, leaving one truck on back order with an open amount of \$34,488.00. He further stated that none of the trucks have been upfitted, leaving an open amount of \$48,555.00. In addition, \$1,128.00 was included to cover the taxes of the final truck that is still on back order and the registration fees for all four vehicles.

Sheriff Hughes requested approval of a budget amendment in the amount of \$84,171.00. Commissioner Mitchell motioned to approve the following budget amendment, in the amount of \$84,171.00, as requested, seconded by Commissioner Liner and approved 7-0 in a roll call vote.

*Sheriff's Office*

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1010000-39901	\$84,171.00	1014310-47301	\$84,171.00
Current Year Fund Balance		Capital Outlay – Over \$5,000	
TOTAL	\$84,171.00	TOTAL	\$84,171.00

*Sheriff FY22 JAG Grant Rollover*

Sheriff Hughes requested approval of a budget amendment, in the amount of \$18,309.00, in order to move funds that were allocated in FY22 for a JAG Grant that was awarded and approved during the last fiscal year, but not completed. He indicated the grant award allows for a variety of purchases that support a broad range of activities to prevent and control crime, based on local needs and conditions.

Commissioner McCabe motioned to approve the following budget amendment, in the amount of \$18,309.00, as requested, seconded by Commissioner Mitchell and approved 7-0 in a roll call vote.

*Sheriff's Office*

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1014310-33102	\$18,309.00	1014310-47321	\$18,309.00
Bureau of Justice Assistance		Capital Outlay \$500-\$4,999	
TOTAL	\$18,309.00	TOTAL	\$18,309.00

*North Carolina Department of Public Safety (NCDPS) Grant Award*

Sheriff Hughes reported the Craven County Sheriff's Office has been awarded a grant of \$84,269.66 from the North Carolina Department of Public Safety, which allows for purchases related to expenses incurred in enforcing the law as directed by the NC General Assembly in Session Law 2021-180 (House Bill-105). He stated the Sheriff's Office plans to use some of the funds to purchase a Dodge Charger, along with the expenses included, such as upfitting, taxes and registration. He indicated other items that may possibly be purchased with this grant include vests, docking stations, or other items that were not adopted in the new fiscal budget.

The Sheriff requested approval of a budget amendment, in the amount of \$84,270.00. Commissioner McCabe motioned to approve the following budget amendment, in the amount of \$84,270.00, as requested, seconded by Commissioner Mark and approved 7-0 in a roll call vote.

*Sheriff's Office*

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1014310-33301	\$84,270.00	1014310-47321	\$44,520.00
State Grant		Capital Outlay \$500-\$4,999	
		1014310-47301	\$39,750.00
		Capital Outlay Over \$5,000	
TOTAL	\$84,270.00	TOTAL	\$84,270.00

*North Carolina Governor's Highway Safety Program (NCGHSP) Grant Resolution*

Sheriff Hughes reported the Craven County Sheriff's Office is in the process of receiving approval for a \$25,000.00 Grant from the NCDPS through the Governor's Highway Safety Program. He added that this grant is being awarded to cover costs of sworn deputies in relation to special assignments outside the hours of regular duty and are to be directed by the Sheriff. He relayed that in order to continue the process of approval for this grant, a signed resolution is required.

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



In response to an inquiry by the commissioners, Sheriff Hughes reported a high call volume over the holiday weekend. He indicated that Officer Bellingham, who was injured last year, continues to make progress in therapy, and remains in good spirits.

**SOIL & WATER CONSERVATION – STREAMFLOW REHABILITATION  
ASSISTANCE PROGRAM (StRAP) AWARD**

Natural Resources Conservationist II, Patrick Baker, presented a PowerPoint on the Streamflow Rehabilitation Assistance program known as StRAP, which is a new funding source. He reported that the Craven County Soil & Water Conservation district was awarded \$388,939.00 to reduce flooding by removing stream debris in waterways through proactive efforts rather than being reactive following storm events. He indicated that Swift Creek between Butler Ford Road and NC Hwy 118 was selected for this program and used illustrations of the floating debris, and accumulation of trash that create dams. Mr. Baker explained that previous funding sources were only for disaster recovery after flooding. StRAP funding is meant to keep waterways free and flowing by removing the debris from the 100-year floodplain or processing it in such that it would not pose a risk of re-entering the stream. The challenges lie within the requirements imposed. He concluded with a projected timeline for project completion, stating he was hopeful it would start in December.

Several Commissioners commended him and recognized that Craven County has been clean its waterways for eight years now. Mr. Baker addressed inquiries about bank erosion, home owners participation, cost per mile, and the liability associated with burning debris.

Chairman Jones requested staff to formalize a letter to send to the County's state legislators about this topic.

Motion to enter into the contract and approve the budget amendment in the amount of \$388,939.000 was made by Commissioner Mark and seconded by Commissioner Mitchell and was approved in a 7-0 roll call vote.

***Planning***

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1014732-33311	\$388,939.00	1014732-44000	\$388,939.00
NCDENR		Contract Services	
TOTAL	\$388,939.00	TOTAL	\$388,939.00

**DEPARTMENTAL MATTERS: PLANNING***Request for Addition to State Maintained Secondary Road System – Lynnwood Highlands Subdivision*

Planning Director, Don Baumgardner, presented a road addition resolution, requesting the Board to approve Palisades Way (.4 Miles/2,112'), Toto Court (.05 Miles/264') and Belevue Court (.1 Miles/528') in the Lynnwood Highlands Subdivision be turned over to the State of North Carolina for maintenance. He stated the resolution, once passed, would be forwarded to NCDOT for their final consideration and acceptance of the roads to the State Maintenance System.

Commissioner Liner motioned to approve the road addition resolution, as requested, seconded by Commissioner McCabe and approved unanimously.

*Subdivision for Approval – Bullock/Williams (Final)*

Mr. Baumgardner stated the Planning Board met on July 28, 2022 and recommended the following subdivision for the Board's approval:

Bullock/Williams – Final: The property, owned by Janet Bullock, Jonathan Williams and Troy Williams and surveyed by Robert Chiles Engineering, is located within Twp. 1 on Streets Ferry Rd. (SR 1140); Parcel ID 1-047-048. The subdivision contains 3 lots on 14.05 acres and will be served by Craven County water and proposed individual septic systems.

Mr. Baumgardner added that the property is a result of heir division and is narrower than you typically see. He reported that easements are recognized across the property in the division.

Commissioner Mark motioned to approve the subdivision, as recommended, seconded by Commissioner McCabe and unanimously approved.

**DEPARTMENTAL MATTERS: HEALTH***New Fee - Vaccine*

Health Director, Scott Harrelson, reported that all new fees have been approved by the Board of Health. He stated the first fee update is for the new vaccine, Prevnar 20, which will replace Prevnar 13, at a proposed rate of \$247.00.

Commissioner Liner motioned to approve the new fee recommendation, seconded by Commissioner Mitchell and unanimously approved.



*New Fees – Lab*

Mr. Harrelson stated there are new lab fees for Alpha-Fetoprotein and QuantiFERON-TB. Both of these labs used were previously sent to the state but will now be submitted to LabCorp. Mr. Harrelson relayed the new environmental fee is for the Permitting of Temporary Display Spas at temporary events at a proposed fee of \$75.00 for the first display unit and \$25.00 for each additional unit.

Commissioner Mitchell motioned to approve these two new fees, as recommended, seconded by Commissioner Liner and unanimously approved.

*Enhancing Detection Activities State Funding*

Mr. Harrelson reported the Division of Public Health, Communicable Disease Branch, is continuing allocation of Enhancing Detection funds to all local health departments. He explained that this activity provides complementary funding that emphasizes the coordination and critical integration of laboratory with epidemiology and health information systems, thus maximizing the public health impact of available resources. This funding will assist in activities related to COVID-19 testing, case investigation and contact tracing, surveillance, containment, and mitigation.

He relayed that the Health Department will be receiving the updated booster covid vaccines.

Mr. Harrelson requested approval of a budget amendment, in the amount of \$503,113.00. Commissioner McCabe motioned to approve the following budget amendment, in the amount of \$503,113.00, as requested, seconded by Commissioner Smith and approved 7-0 in a roll call vote.

*Health/Comm Diseases*

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1015070-33447	\$503,113.00	1015070-41515	\$ 7,500.00
Comm Disease – State		Dues/Subscriptions	
		1015070-42000	\$ 1,000.00
		Postage	
		1015070-42700	\$ 5,000.00
		Advertising	
		1015070-43208	\$ 15,000.00
		Medical Supplies	
		1015070-43240	\$ 10,000.00
		Other Supplies	
		1015070-43242	\$ 10,000.00
		Lab Supplies	
		1015070-44000	\$ 60,000.00
		Contract Services	

556		1015070-44050	\$100,000.00
557		Contract Employees	
558		1015070-47321	\$ 8,000.00
559		C/Outlay \$500-\$4,999	
560		1015070-43112	\$286,613.00
561		Cost Allocation – Health Depts	
562			
563	TOTAL	\$503,113.00	TOTAL \$503,113.00
564			

565 *Carryover of American Rescue Plan Act (ARPA) Funding*

566  
 567 Mr. Harrelson stated that the Craven County Health Department received a total of  
 568 \$1,605,250.00 in funding which expires March 31, 2023. He relayed the funding was awarded to  
 569 the Craven County Health Department to carry out COVID-19 activities; establish, expand and  
 570 sustain the health care workforce in response to COVID and other health work force-related  
 571 activities; modify, enhance and expand health care services & infrastructure (creation of 340B  
 572 pharmacy); and conduct outreach and educational activities related to COVID. He requested that  
 573 the remaining unspent funds, the amount of \$784,513.00 be carried over into FY23 budget.

574  
 575 Commissioner Mark motioned to approve the following budget amendment, in the amount of  
 576 \$784,513.00, as requested, seconded by Commissioner McCabe and approved 7-0 in a roll call  
 577 vote.

578  
 579 **340B Pharmacy & Adult Primary Care**

580	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
581				
582				
583	1015140-33125	\$632,513.00	1015140-41104	\$ 365.00
584	Federal Funding – ARPA		Workers Comp	
585	1015100-33125	\$152,000.00	1015140-41106	\$ 13,806.00
586	Federal Funding – ARPA		Health Insurance	
587			1015140-41107	\$ 1,026.00
588			Dental Insurance	
589			1015140-42000	\$ 750.00
590			Postage	
591			1015140-42200	\$ 1,800.00
592			Telephone	
593			1015140-42500	\$ 1,750.00
594			Travel/Training	
595			1015140-42502	\$ 500.00
596			Mileage Reimbursement	
597			1015140-42602	\$ 1,250.00
598			M&R Equipment	
599			1015140-43205	\$ 80,000.00
600			Prescription Drugs	
601			1015140-43206	\$ 5,000.00



602	Non-Prescription Drugs		
603	1015140-43207	\$	3,000.00
604	Janitorial Supplies		
605	1015140-43208	\$	9,000.00
606	Medical Supplies		
607	1015140-43240	\$	4,266.00
608	Other Supplies		
609	1015140-44000	\$	20,000.00
610	Contract Supplies		
611	1015140-47302		\$475,000.00
612	C/Outlay – Improvements		
613	1015140-47321	\$	15,000.00
614	C/Outlay \$500-\$4,999		
615	1015100-42700	\$	6,000.00
616	Advertising		
617	1015100-43207	\$	3,000.00
618	Janitorial Supplies		
619	1015100-43208	\$	10,000.00
620	Medical Supplies		
621	1015100-43240	\$	3,000.00
622	Other Supplies		
623	1015100-44000	\$	10,000.00
624	Contract Services		
625	1015100-44050		\$120,000.00
626			
627	TOTAL	\$784,513.00	TOTAL \$784,513.00

**DEPARTMENTAL MATTERS: INFORMATION TECHNOLOGY COURTHOUSE  
EXPANSION**

Information Technology Director, Steve Bennett, stated that in June, Craven County Staff received a formal proposal from the Administrative Office of the Courts (AOC), requesting the installation of new network cables for wireless access points to be installed later this year. Due to the amount of work required, the Information Technology Department and Facilities Department believed that an outside contractor was best suited for completing this project. Staff compared the quote provided by AOC's vendor with two others and selected IntraSource as the lowest qualified. The cost of the project is approximately \$18,000.00.

Mr. Bennett relayed that a copy of the Wireless Survey and Design report will be available for review in the County Manager's Office, stating the document constitutes the Wireless Survey and Design report to NC Administrative Office of the Courts of the results from the radio frequency (RF) analysis conducted May 5, 2022 for the Craven Courthouse facility located at 302 Broad St., New Bern, NC 28560. The primary goal and subsequent objectives are to show the RF characteristics of the environment as it pertains to Wi-Fi.

He indicated, where necessary, this document contains a description of characteristic(s) unique to the site providing context to the Access Point (AP) configuration and coverage maps. Additionally, suggestions may be provided regarding enhancement of the RF network for adaption to facility changes over time.

Mr. Bennett requested approval of a budget amendment, in the amount of \$18,000.00. Commissioner Mitchell motioned to approve the following budget amendment, in the amount of \$18,000.00, as requested, seconded by Commissioner Smith and approved 7-0 in a roll call vote.

***Information Technology***

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1010000-39901	\$18,000.00	1014210-47302	\$18,000.00
Current Year Fund Balance		Capital Outlay – Other	
TOTAL	\$18,000.00	TOTAL	\$18,000.00

**DEPARTMENTAL MATTERS: FACILITIES – LEASE RENEWAL OF VETERANS SERVICES OFFICE (2402 M L KING JR. BOULEVARD)**

Assistant County Manager, Gene Hodges, reported that in October 2016, Craven County entered into a 3-year lease with Tyson & Hines Investments, LLC for an office building located at 2402 M L King Jr Boulevard, New Bern, NC to house the Veterans Services Office. This lease was extended for an additional 3 years in April 2019 at a term of \$2,100.00 per month. He stated after negotiating with the owner, the County has been offered a 10-year lease term at a rate of \$2,500.00 per month from November 1, 2022 to October 31, 2025; \$2,750.00 per month from November 1, 2025 to October 31, 2028; and \$3,000.00 per month from November 1, 2028 to October 31, 2032. Additionally, the County is permitted to make modifications, specifically an updated handicapped ramp, to accommodate our use of the building. Mr. Hodges requested the Board to approve the renewal of the lease for the rate as offered, authorize staff to prepare and execute all necessary agreement and approve a budget amendment, in the amount of \$3,200.00, that corresponds to the increased monthly rate for the remainder of the FY2022-2023 fiscal year (\$400.00 per month for 8 months). He further relayed that over the last six years, the public feedback has been overwhelmingly positive regarding the location and accessibility of the Veterans Services Office.

Commissioner Mitchell motioned to approve the lease renewal for the Veterans Service office located at 2402 M L King Jr. Boulevard, New Bern, NC; authorize staff to prepare all necessary agreements, and to approve the following budget amendment in the amount of \$3,200.00. Her motion was seconded by Commissioner Liner and approved 7-0 in a roll call vote.



693 *Veterans Services*

694

695	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
696				
697	1010000-39901	\$3,200.00	1015230-42100	\$3,200.00
698	Current Year Fund Balance		Rent	
699				
700	TOTAL	\$3,200.00	TOTAL	\$3,200.00

701

702 **APPOINTMENTS**

703

704 *Pending*

705

706 Chairman Jones reviewed the following pending appointments to boards and committees;

707

- 708 ➤ Board of Equalization and Review (District 5)
- 709 ➤ Craven County Board of Adjustments
- 710 ➤ Craven County Clean Sweep
- 711 ➤ Emergency Medical Services
- 712 ➤ Fire Tax Commissioners (TWP 9)
- 713 ➤ Voluntary Agricultural District

714

715 *Current*

716

717 *Local Emergency Planning Committee*

718

719 Commissioner Liner nominated Timothy Lawrence for reappointment. There being no  
 720 additional nominations, Mr. Lawrence was reappointed by acclamation.

721

722 *Emergency Medical Services Board*

723

724 Commissioner Mark nominated applicant Benjie Schreckengost for appointment to fill the  
 725 vacant seat left by John Britt. There being no additional nominations, Mr. Schreckengost was  
 726 appointed by acclamation.

727

728 *Craven County Planning Board*

729

730 Commissioner Liner nominated Sharon Marion for reappointment. There being no additional  
 731 nominations, Ms. Marion was reappointed by acclamation.

732

733 *River Bend Planning Board*

734

735 Commissioner Mitchell nominated Kelly Forrest for reappointment. There being no additional  
 736 nominations, Ms. Forrest was reappointed by acclamation.

737

*Craven Community Child Protection Team*

Commissioner Mark nominated Shawna Knight for reappointment. There being no additional nominations, Ms. Knight was reappointed by acclamation.

*Craven County Clean Sweep*

Commissioner Mark nominated applicant Cyndi Mainor for appointment. Commissioner Mitchell nominated Billy Wilkes and David Cox for reappointment. There being no additional nominations, Ms. Mainor was appointed by acclamation and Mr. Wilkes and Mr. Cox were reappointed by acclamation.

*New Bern/Craven County Library Board*

Commissioner Mark nominated applicant Jennifer Gudaitis for appointment. There being no additional nominations, Ms. Gudaitis was appointed by acclamation.

*Havelock/Craven County Library Board*

Chairman Jones motioned to table these appointments; seconded by Commissioner Mitchell and unanimously carried.

*Upcoming*

Chairman Jones reviewed upcoming appointments to boards and committees with terms expiring October, 2022.

**COUNTY ATTORNEY'S REPORT  
INITIAL OFFER TO PURCHASE REAL PROPERTY  
612 SECOND AVENUE, NEW BERN (Parcel Number 8-012-216)**

County Attorney, Arey Grady, reported that Craven County has received an offer in the amount of \$2,022.00 for this real property, which was acquired jointly with the City of New Bern through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$11,188.33. The tax value of this property is \$4,000.00.

He noted that this property is jointly owned with the City of New Bern, which has already approved this initial offer.

Mr. Grady stated should the Board of Commissioners approve this transaction, the proposed resolution should be adopted, which will in turn authorize advertisement for upset bids. Once the upset bid process is concluded, this transaction will be brought back before the Board of Commissioners for final approval.

Commissioner Mark motioned to adopt the following resolution approving the transaction and authorizing the upset bid process.



**CRAVEN COUNTY  
RESOLUTION ACCEPTING OFFER TO PURCHASE  
SUBJECT TO UPSET BIDS**

WHEREAS, Craven County and the City of New Bern own certain real property identified as Tax Parcel Number 8-012-216 (hereinafter "the Real Property"), the Real Property having been acquired by Craven County in deed recorded in Book 3484, Page 2003 in the Office of the Register of Deeds of Craven County; and,

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

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

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

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

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

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

ADOPTED THIS 6<sup>th</sup> DAY OF SEPTEMBER, 2022.

**PETITIONS OF CITIZENS – GENERAL COMMENTS**

1. *Robin Spivey, 2040 NC Hwy 101, Havelock* – Ms. Spivey requested the sign ordinance be reviewed and amended. She provided a handout for review.
2. *Sabrina Bengel, 329 A Middle Street, New Bern* – Mrs. Bengel spoke in opposition to the Riverfront Convention Center name change. She provided a handout and submitted her written comments.
3. *Edwin Vargas, 119 Randomwood Lane* – discussed requiring Commissioners' accomplishments be posted on the website.

**COUNTY MANAGER'S REPORT**

County Manager, Jack Veit, stated he was pleased to announce that for the first time in Craven County history, there is a County Engineer. He introduced Dwayne Alligood, indicating he had experience in the private sector as well as with the Department of Transportation.

Mr. Alligood stated he looked forward to this opportunity of working with such a great team.

Mr. Veit announced the receipt of a \$4 million GREAT Grant which will expand broadband to about 2,200 homes who have no service at all.

He announced that Parks and Recreation received \$500,000 from the P & R Trust Fund to apply to the natural park development of hiking, biking and paddle trails.

### COMMISSIONERS' REPORTS

*Commissioner Mark* reported on a recent meeting in Bridgeton, an upcoming one in Fairfield Harbour; and mentioned attending the Hospital Board and TDA meetings. In response to a citizen petitioner's remarks, he stated that the County does not own nor maintain roads.

*Commissioner McCabe* had nothing to report.

*Commissioner Mitchell* reported on the upcoming North Carolina Defense Summit being held in Raleigh on September 27<sup>th</sup>. She emphasized its significance to the area.

*Commissioner Liner* provided an update on progress made on the Atlas program since his recent trip to the NaCO conference in Colorado. Mr. Liner stated that conversations last week and earlier today are discussions about how to move forward and provide medical teleconferencing to veterans through the FQHC's.

*Commissioner Smith* had nothing to report.

*Commissioner Bucher* updated the Board on the derelict properties in the James City area that have been either demolished or repaired. He indicated it was exciting to see such positive results. Mr. Bucher remarked on a recent meeting in Bridgeton where the public was encouraged to contact law enforcement about any drug dealings, as everyone should be able to live in a safe, healthy environment. He also highlighted the accidents that occurred today which support the need for the Hwy 70 improvements.

*Chairman Jones* informed the Board of the Firemen's Day in Cove City on September 24<sup>th</sup>, with a parade starting at 10 am; and BBQ and chicken plates being sold. He invited the other Commissioners to come participate. Mr. Jones announced Dover's Firemen's Day on October 1<sup>st</sup> where they will be selling BBQ and chicken plates. He commented on how the local volunteer fire departments work hard to raise money to subsidize their budgets and the need to support their efforts.

### CLOSED SESSION

At 7:07 pm, Commissioner Mark motioned to go into Closed Session, pursuant to NCGS 143-11(a)(5), to establish the public body's negotiating position for acquisition of real property or employment contracts or instruct staff or agents about the negotiation. His motion was seconded by Commissioner Liner and unanimously approved.

876 A ten-minute recess was taken to prepare the board room.

877

878 At 7:47 pm, Commissioner Mitchell motioned to return to Open Session, seconded by  
879 Commissioner Liner and unanimously approved.

880

881 County Attorney, Arey Grady, stated the record should reflect that no action was taken.

882

883 At 7:47 pm, Commissioner Mitchell motioned to adjourn, seconded by Commissioner McCabe  
884 and approved unanimously.

885

886



## Craven County

## RELEASES SUBJECT TO BOARD APPROVAL ON 9/19/2022

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
AVILES, ELSON LUIS DID NOT OWN JANUARY 1	72606	2022	218399	35.83
BETZ, KAREN M HAMBSCH & MUNGUIA, RECYCLE FEE CORRECTION	131214	2022	16684	60.00
BIMBO QSR OHIO LLC DID NOT OWN JANUARY 1	120205	2022	210760	53.53
BUTLER, BRYAN MICHAEL DID NOT OWN JANUARY 1	73353	2022	217917	207.61
CARSIA, ANDREW SCOTT MILITARY EXEMPT	2610	2022	216023	473.31
CARSIA, ANDREW SCOTT MILITARY EXEMPT	2610	2022	220118	15.86
CARTER, NELLIE RECYCLE FEE CORRECTION	129384	2022	10493	60.00
DUNN, MARY BARROW BILLING ERROR	72604	2022	409746	5.80
ELLIOTT, DAVID MICHAEL MILITARY EXEMPT	202292191700	2022	921917	60.66
EUBANKS, VICKIE N DOUBLE BILLED	17933	2022	200340	126.75
FELEKOS, CHRISTOPHER PAUL NOT TAXABLE TO CRAVEN COUNTY	45315	2021	214844	163.51
FELEKOS, CHRISTOPHER PAUL NOT TAXABLE TO CRAVEN COUNTY	45315	2022	214844	143.83
FRICK, BRIAN M MILITARY EXEMPT	92257	2022	220836	410.31
GANUS, JOSHUA JEROME TAX IMPOSED THROUGH CLERICAL ERROR	115767	2022	67394	30.00
GASCH, KENNETH ALDEN JR NOT TAXABLE TO CRAVEN COUNTY	96279	2022	220017	147.62
GREAT AMERICA FINANCIAL SERV. CORP TAX IMPOSED THROUGH CLERICAL ERROR	28773	2022	207742	12.32
HARDY, MARY R RECYCLE FEE CORRECTION	109752	2022	208629	60.00
HASTINGS, ROBERT G APPRAISAL ERROR CORRECTION	25500	2022	16106	98.64
HAWKINS, REXIE ALLEN & DIANNE D DOUBLE BILLED	3256620	2022	31481	270.55
HILL, JONATHAN A & LINDA J NOT TAXABLE TO CRAVEN COUNTY	71624	2022	209459	12.01
HOOPENGARNER, DAVID DIXON NOT TAXABLE TO CRAVEN COUNTY	202292207200	2022	922072	138.53
HUGHES, CHRISTOPHER RYAN MILITARY EXEMPT	57171	2022	218791	62.21
IHEARTMEDIA MANAGEMENT SERVICES INC INCORRECT SITUS/ REBILL	104955	2022	220766	885.59
INGALSBIE, JAMES B & KATHI NOT TAXABLE TO CRAVEN COUNTY	57050	2022	218830	296.74
JONES, BRENDA JEAN & TAFT, CARLIE ELDERLY OR DISABLED EXCLUSION	6845	2022	44452	265.00
JONES, DAPHNE D ELDERLY OR DISABLED EXCLUSION	51931	2022	29163	212.18



# Craven County

Page: 2

## RELEASES SUBJECT TO BOARD APPROVAL ON 9/19/2022

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
JONES, DAPHNE D RECYCLE FEE CORRECTION	51931	2022	29163	30.00
KENNEDY, JAMES & DAPHNE DID NOT OWN JANUARY 1	72897	2022	205696	35.13
MULL, WILLIAM FREDERICK CORRECTED DISCOVERED PROPERTY VALUE	121288	2022	219882	202.75
NORTH CAROLINA COASTAL LAND TRUST EXEMPT PER NCGS 105-275(12)	122653	2022	18541	3,097.51
OVERLY, REGINA C RECYCLE FEE CORRECTION	83088	2022	205203	60.00
PACE, DAWN APPRAISAL ERROR CORRECTION	104293	2022	18781	187.49
PAFFETT, WILLIAM CHRISTIAN MILITARY EXEMPT	124799	2022	212298	96.44
PAFFETT, WILLIAM CHRISTIAN MILITARY EXEMPT	124799	2021	212298	112.28
PAFFETT, WILLIAM CHRISTIAN MILITARY EXEMPT	124799	2020	212298	71.21
PATTERSON, CAROLYN ROSE DID NOT OWN JANUARY 1	37756	2022	201120	79.99
PENSKE TRUCK LEASING CO LP NOT TAXABLE TO CRAVEN COUNTY	18302	2022	210856	571.74
PENSKE TRUCK LEASING CO LP EXEMPT PER NCGS 105-278.1	18302	2022	220422	1,194.34
PERRY, WILLIE EXEMPT PER NCGS 105-278.1	5664601	2022	20031	41.69
PETERKIN, MARY J MOBLE HOME/ PROPERTY RAZED	14966	2022	20738	148.93
PIETRAS, TIM O & JUNE M NOT TAXABLE TO CRAVEN COUNTY	27863	2022	219564	118.83
PINION, JIM LEE & STEFANIA FRAILIS NOT TAXABLE TO CRAVEN COUNTY	75838	2022	217812	461.25
PROHIBITION DRINKS & DESSERTS INC DID NOT OWN JANUARY 1	105949	2022	208032	2,040.06
R & R ZEPPENFELD TRUST BILLING ERROR	78052	2022	208339	5.00
RIGGS, BRUCE E & PATRICIA H RECYCLE FEE CORRECTION	37376	2022	52587	60.00
RILEY, MICHAEL CHARLES NOT TAXABLE TO CRAVEN COUNTY	202191514800	2021	915148	63.80
ROSS 1957 BILLING ERROR	125275	2022	212513	4,506.12
SIMMONS, DAMIEN T NOT TAXABLE TO CRAVEN COUNTY	87352	2022	219529	31.14
SPRUILL, MARY HRS EXEMPT PER NCGS 105-278.1	6811200	2022	21601	41.69
STAIR, MICHAEL AARON NOT TAXABLE TO CRAVEN COUNTY	100622	2022	220281	28.42
TADLOCK, W H & JOHN GRIFFIN EXEMPT PER NCGS 105-278.1	7060950	2022	22901	56.28
TAYLOR, DONALD BRITE RECYCLE FEE CORRECTION	51322	2022	207627	60.00

# Craven County

Page: 3

## RELEASES SUBJECT TO BOARD APPROVAL ON 9/19/2022

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
TOWNSHIP SEVEN EMS INC RECYCLE FEE CORRECTION	133742	2022	18819	30.00
WAYNE STREET RENTALS LLC DID NOT OWN JANUARY 1	75634	2022	204357	18.70
WELLS, PHILLIP PAUL NOT TAXABLE TO CRAVEN COUNTY	77965	2022	218657	378.00
WILLIAMS, JOHN M & CAROL A INCORRECT SITUS/ REBILL	112610	2022	209573	140.10
WILSON, ANDY & ANGELA DID NOT OWN JANUARY 1	78363	2022	218734	534.00
YARBROUGH, ALONZO F & DEBORAH S NOT TAXABLE TO CRAVEN COUNTY	78642	2022	219794	82.82
ZINKS INC DID NOT OWN JANUARY 1	106062	2022	208010	819.19

59 RELEASES SUBJECT TO BOARD APPROVAL ON 9/19/2022: **19,713.29**

# Craven County

Page: 1

## REFUNDS SUBJECT TO BOARD APPROVAL ON 9/19/2022

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
GANUS, JOSHUA JEROME TAX IMPOSED THROUGH CLERICAL ERROR	115767	2021	67394	30.00
MULL, WILLIAM FREDERICK CORRECTED DISCOVERED PROPERTY VALUE	121288	2021	218647	190.46
RIGGS, BRUCE E & PATRICIA H RECYCLE FEE CORRECTION	37376	2021	52587	60.00
RIGGS, BRUCE E & PATRICIA H RECYCLE FEE CORRECTION	37376	2020	52587	62.10
WAEGE, CAROLYN LEE RECYCLE FEE CORRECTION	125610	2022	66666	60.00
5 REFUNDS SUBJECT TO BOARD APPROVAL ON 9/19/2022:				<b>402.56</b>



## BUDGET AMENDMENTS

1. Fund: General

2. Department: DSS TANF

[illegible]

## Justification or Explanation of Change:

The John H. Chafee Foster Care Independence Program, LINKS in North Carolina, assists current and former eligible foster care youth and young adults ages 14-21 in achieving self-sufficiency through support services, resources, and LINKS Special Funds.

For SFY 2022-2023, North Carolina Department of Social Services (NCDSS) has a one-time use of additional Chafee funds available to support the purchase of school uniforms and clothing. Funds must be expended by September 30, 2022. There is no County match.

Kimberly Morton

Department Head

Sep 6, 2022

Date \_\_\_\_\_

County Manager

Date \_\_\_\_\_

County Commissioners/Chairman

Date \_\_\_\_\_

Journal Entry Number

Date \_\_\_\_\_





NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**

ROY COOPER • Governor

KODY H. KINSLEY • Secretary

SUSAN OSBORNE • Assistant Secretary for Human Services

July 15, 2022

DEAR COUNTY DIRECTORS OF SOCIAL SERVICES

ATTENTION: DIRECTORS, CHILD WELFARE PROGRAM ADMINISTRATORS, MANAGERS,  
SUPERVISORS, AND SOCIAL WORKERS

SUBJECT: ONE-TIME INCREASED CHAFEE (LINKS) TRANSITIONAL FUNDS

REQUIRED ACTION: ☐ Immediate ☒ Time Sensitive ☐ Information Only

PURPOSE: INFORM COUNTIES OF ADDITIONAL TIME-LIMITED TRANSITIONAL FUNDS

**Chafee (LINKS) Transitional Funds**

The John H. Chafee Foster Care Independence Program, LINKS in North Carolina, assists current and former eligible foster care youth and young adults ages 14-21 in achieving self-sufficiency through support services, resources, and LINKS Special Funds.

For SFY 2022-2023, North Carolina Department of Social Services (NCDSS) has a one-time use of additional Chafee funds available to support the purchase of school uniforms and clothing. To be eligible to receive this One-Time School Clothing and Uniforms funds allowance, a youth must meet the following three requirements ***as of the date of the clothing allowance disbursement.***

1. Be between ages 14-17 years old
2. Be in foster care
3. Be open for LINKS Services in the Services Information System (SIS)

Each county using these funds must expense \$500.00 per youth and the additional time-limited funds provided must be expended by September 30, 2022.

1. Each county will follow the regular DSS-5217 form submission process. Please submit a separate DSS-5217 LINKS Reimbursement Form for the additional Time-Limited School Clothing and Uniforms reimbursement.
2. Submit the separate DSS-5217 Reimbursement Form via email to [linksreimbursement@dhhs.nc.gov](mailto:linksreimbursement@dhhs.nc.gov). Please ensure the subject line includes: **Your county name and One-Time School Clothing Allowance Reimbursement.**

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603  
MAILING ADDRESS: 2410 Mail Service Center, Raleigh, NC 27699-2410  
www.ncdhhs.gov • TEL: 919-527-6340 • FAX: 919-334-1123

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

One-Time LINKS Clothing Allowance Report  
04/30/2022

County	Ages 14-17	Total
ALAMANCE	23	\$ 11,500.00
ALEXANDER	9	\$ 4,500.00
ALLEGHANY	11	\$ 5,500.00
ANSON	2	\$ 1,000.00
ASHE	10	\$ 5,000.00
AVERY	11	\$ 5,500.00
BEAUFORT	22	\$ 11,000.00
BERTIE	4	\$ 2,000.00
BLADEN	14	\$ 7,000.00
BRUNSWICK	35	\$ 17,500.00
BUNCOMBE	60	\$ 30,000.00
BURKE	38	\$ 19,000.00
CABARRUS	41	\$ 20,500.00
CALDWELL	23	\$ 11,500.00
CAMDEN	4	\$ 2,000.00
CARTERET	8	\$ 4,000.00
CASWELL	2	\$ 1,000.00
CATAWBA	40	\$ 20,000.00
CHATHAM	7	\$ 3,500.00
CHEROKEE	13	\$ 6,500.00
CHOWAN	3	\$ 1,500.00
CLAY	6	\$ 3,000.00
CLEVELAND	42	\$ 21,000.00
COLUMBUS	28	\$ 14,000.00
CRAVEN	19	\$ 9,500.00
CUMBERLAND	145	\$ 72,500.00
CURRITUCK	3	\$ 1,500.00
DARE	9	\$ 4,500.00
DAVIDSON	32	\$ 16,000.00
DAVIE	10	\$ 5,000.00
DUPLIN	9	\$ 4,500.00
DURHAM	66	\$ 33,000.00
EDGECOMBE	1	\$ 500.00
FORSYTH	42	\$ 21,000.00
FRANKLIN	7	\$ 3,500.00
GASTON	77	\$ 38,500.00
GATES	1	\$ 500.00
GRAHAM	6	\$ 3,000.00
GRANVILLE	9	\$ 4,500.00
GREENE	7	\$ 3,500.00
GUILFORD	113	\$ 56,500.00
HALIFAX	6	\$ 3,000.00
HARNETT	39	\$ 19,500.00
HAYWOOD	21	\$ 10,500.00

County	Ages 14-17	Total
HENDERSON	31	\$ 15,500.00
HERTFORD	3	\$ 1,500.00
HOKE	16	\$ 8,000.00
HYDE	5	\$ 2,500.00
IREDELL	17	\$ 8,500.00
JACKSON	13	\$ 6,500.00
JOHNSTON	37	\$ 18,500.00
JONES	2	\$ 1,000.00
LEE	5	\$ 2,500.00
LENOIR	14	\$ 7,000.00
LINCOLN	18	\$ 9,000.00
MACON	13	\$ 6,500.00
MADISON	11	\$ 5,500.00
MARTIN	7	\$ 3,500.00
MCDOWELL	16	\$ 8,000.00
MECKLENBURG	114	\$ 57,000.00
MITCHELL	6	\$ 3,000.00
MONTGOMERY	2	\$ 1,000.00
MOORE	13	\$ 6,500.00
NASH	6	\$ 3,000.00
NEW HANOVER	60	\$ 30,000.00
NORTHAMPTON	0	\$ -
ONslow	30	\$ 15,000.00
ORANGE	13	\$ 6,500.00
PAMLICO	2	\$ 1,000.00
PASQUOTANK	10	\$ 5,000.00
PENDER	7	\$ 3,500.00
PERQUIMANS	4	\$ 2,000.00
PERSON	20	\$ 10,000.00
PITT	58	\$ 29,000.00
POLK	8	\$ 4,000.00
RANDOLPH	49	\$ 24,500.00
RICHMOND	11	\$ 5,500.00
ROBESON	55	\$ 27,500.00
ROCKINGHAM	17	\$ 8,500.00
ROWAN	39	\$ 19,500.00
RUTHERFORD	19	\$ 9,500.00
SAMPSON	21	\$ 10,500.00
SCOTLAND	23	\$ 11,500.00
STANLY	3	\$ 1,500.00
STOKES	15	\$ 7,500.00
SURRY	14	\$ 7,000.00
SWAIN	12	\$ 6,000.00
TRANSYLVANIA	5	\$ 2,500.00

County	Ages 14-17	Total
TYRRELL	0	\$ -
UNION	36	\$ 18,000.00
VANCE	14	\$ 7,000.00
WAKE	102	\$ 51,000.00
WARREN	2	\$ 1,000.00
WASHINGTON	9	\$ 4,500.00
WATAUGA	11	\$ 5,500.00
WAYNE	14	\$ 7,000.00
WILKES	64	\$ 32,000.00
WILSON	9	\$ 4,500.00
YADKIN	11	\$ 5,500.00
YANCEY	10	\$ 5,000.00





DISTRIBUTION:

ORIGINAL: FINANCE  
DUPLICATE: DEPARTMENT

## BUDGET AMENDMENTS

1. Fund: General

2. Department: Planning

[illegible]

**Justification or Explanation of Change:**

**We're requesting additional funds to cover the cost increase in the approved Explorers for the Planning Department.**

Donald R Baumgardner 9-12-22  
Department Head Date

Department Head

Date \_\_\_\_\_

County Manager

Date \_\_\_\_\_

County Commissioners/Chairman

Date \_\_\_\_\_

Journal Entry Number

Date \_\_\_\_\_



ORIGINAL: FINANCE  
DUPLICATE: DEPARTMENT

1. Fund: General[illegible]

The Sheriff's Office was given a donation check of \$200.00 by a generous Craven County citizen. This check will be used towards the purchase of a variety of items that the office needs.

Department Head 9/12/00 Date

Date \_\_\_\_\_

Date \_\_\_\_\_



## **PROCLAMATION In Recognition of PROSTATE CANCER AWARENESS MONTH**

**WHEREAS**, this year approximately 164,690 men will be diagnosed with prostate cancer in the United States alone – that is one man every 3.2 minutes; roughly 29,430 will die this year from the disease – which is one man every 18 minutes; and

**WHEREAS**, men with relatives – father, brother, son – with a history of prostate cancer are twice as likely to develop the disease; and

**WHEREAS**, prostate cancer is the most commonly diagnosed cancer in American men and the third leading cause of cancer death behind lung and colon cancer; and

**WHEREAS**, 1 in 9 men are diagnosed with prostate cancer, 1 in 6 African American men are diagnosed with the disease, which is 1.7 times higher than the diagnosis for Caucasian men, and African American men are 2.3 times more likely to die from the disease; and

**WHEREAS**, prostate cancer education and early detection strategies are critical to saving lives and preserving and protecting our families; the social and economic hardship it has on families is huge; and

**WHEREAS**, all men are at risk for prostate cancer, and the citizens of Craven County are encouraged to participate in prostate screenings.

**NOW, THEREFORE, BE IT RESOLVED**, that the Craven County Board of Commissioners proclaim September as **Prostate Cancer Awareness Month** and encourage the citizens of Craven County to recognize the importance of prostate screenings.

Adopted this 7th day of September 2022.

A cursive signature of Denny Bucher.

Denny Bucher, Vice Chair  
Craven County Board of Commissioners

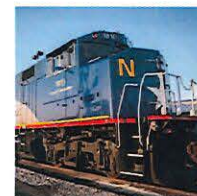
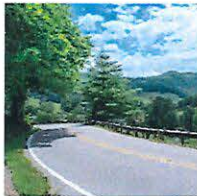
A cursive signature of Nan Holton.

Clerk to the Board





**NORTH CAROLINA**  
Department of Transportation



# Craven County Comprehensive Transportation Plan (CTP)

Hemal Shah

NCDOT – Transportation Planning Division (TPD)

September 2022

# What is a CTP?

- A CTP stands for Comprehensive Transportation Plan.
- What is a Comprehensive Transportation Plan?
- A CTP is a long-range planning document for a given municipality/county that will assist local governments in making transportation decisions for the next 25-30 years. The CTP shows the future plans for roadways, pedestrian routes, bicycle paths, bus transit, passenger rail and other transportation facilities. These maps will show existing conditions (such as environmental conditions and bridge conditions), along with future needs for each mode.
- Who is involved in a CTP?
- The county, municipalities, public, RPO, and NCDOT collaborate to make up the CTP. While developing a CTP local land use plans are mandatory, the CTP committee also looks into community and statewide goals and objectives.
- Why do we have to do a CTP? - The requirement for a CTP comes from the North Carolina General Statutes (NCGS) Section 136-66.2



## What are the **Benefits** of having a CTP?

- Common long range vision for multi-modal facilities between NCDOT, MPOs, RPOs and local governments.
- More detailed project information for Programming and Project Development.
- Better integration of transportation planning with land use planning.
- Minimization of impacts to the natural and human environment.
- Documentation that can be used as a guide for future development and transportation decisions.

# Existing Plans

- 1992 Craven County Thoroughfare Plan
- 1993 City of Havelock Thoroughfare Plan
- 1993 New Bern – Bridgeton – Trent Woods – River Bend Thoroughfare Plan
- 2002 Eastern Carolina Joint Land Use Study
- 2009 City of Havelock Comprehensive Land Use Plan
- 2009 Craven County Coastal Area Management Act (CAMA) Core Land Use Plan
- 2016/ 2021 New Bern Metropolitan Planning Organization (MPO) Metropolitan Transportation Plan (MTP)
- 2016 Cherry Point Regional Joint Land Use Study
- 2015 Pamlico Sound Regional Hazard Mitigation Plan
- Various Local Transportation Plans



# Public Involvement / Transportation Survey Update

- MetroQuest Format

The image displays three screenshots of the MetroQuest survey interface for Granville County, illustrating the survey format.

**Left Screenshot: Welcome Screen**

- Header:** Granville County
- Section:** WELCOME
- Text:** Welcome to the draft Granville County CTP Survey! We are seeking your feedback on key elements of the Comprehensive Transportation Plan (CTP) for Granville County. Please take a moment to go through the following screens and provide your feedback. All comments are valuable and will be considered in the finalization of the Granville County CTP.
- Image:** A photograph of a red brick building with a clock tower, likely the Granville County Courthouse.
- Buttons:** Language, Begin
- Footer:** A Comprehensive Transportation Plan is a long range, non-fiscally constrained, multi-modal transportation plan. Help, Privacy, About MetroQuest.

**Middle Screenshot: Survey Questions**

- Header:** Survey
- Section:** WELCOME
- Navigation:** SURVEY, WAY PROJECTS, BUDGET ALLOCATION, WRAP UP
- Form:**
  - Safety**
  - Transportation Use**
  - Bicycle**
  - Pedestrian** (Selected)
    - What pedestrian amenity would you most like to see improved or added?
      - Sidewalk maintenance
      - New sidewalk connections
      - Crosswalks/Crossings
      - Greenways
      - Signage
      - Countdown signals/flashers
  - Public Transportation**

- Buttons:** What to do, Next Task

**Right Screenshot: Survey Questions**

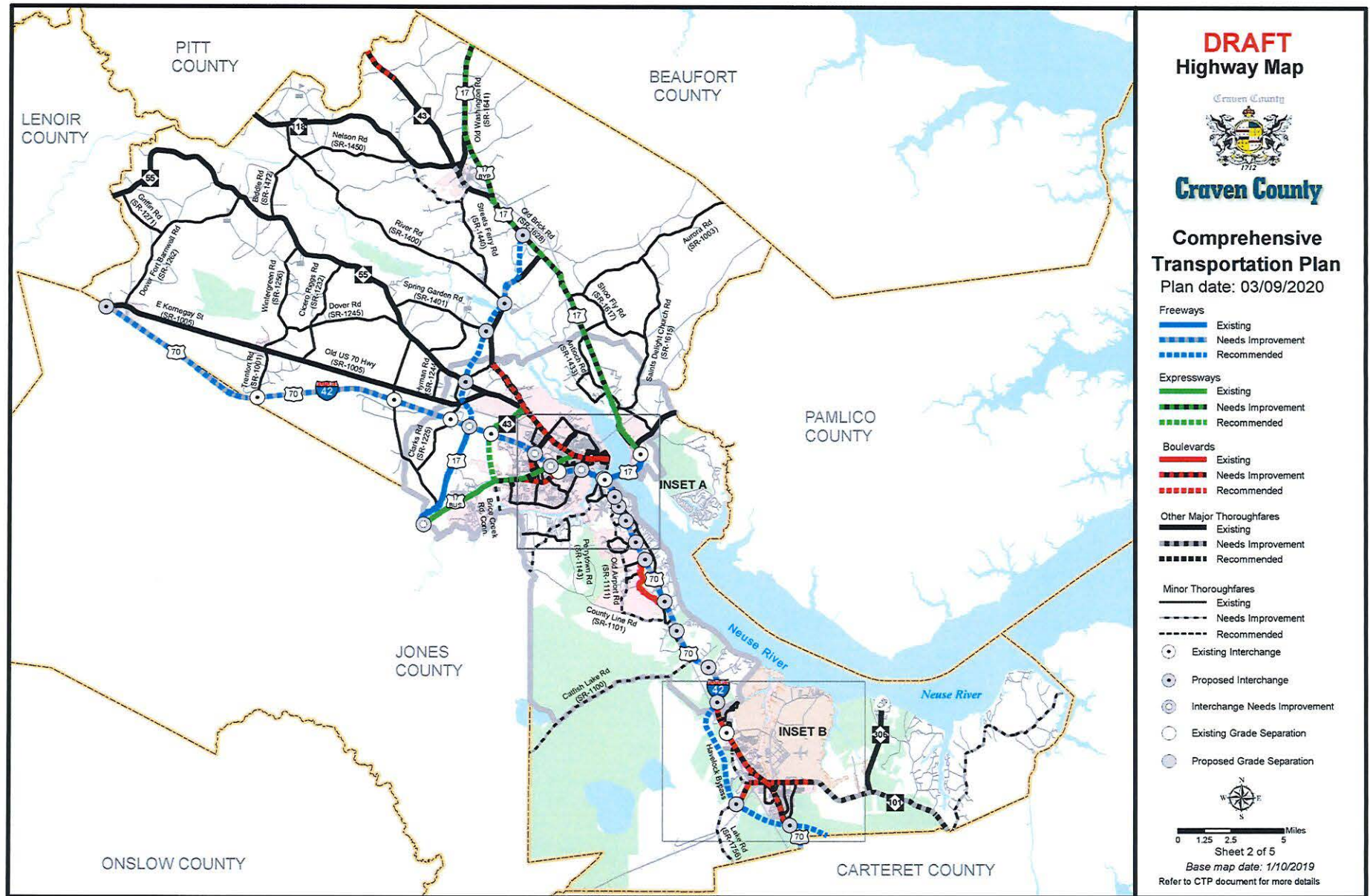
- Header:** Survey
- Section:** WELCOME
- Navigation:** PRIORITIES, SURVEY, HIGHWAY PROJECTS, BUDGET ALLOCATION, WRAP UP
- Form:**
  - Biking**
  - Pedestrian**
  - Transit Services**
  - Transportation Safety** (Selected)
    - Intersection**  
Add roundabouts, traffic signals, improve signal timing. (5 Stars = very Important, 1 Star = not so important)
    - Turning Lanes**  
Additional turning lanes to decrease lane stoppage and driver confusion. (5 Stars = very Important, 1 Star = not so important)
    - Multi-modal Safety**  
Improved safety along all modes of transportation. (5 Stars = very Important, 1 Star = not so important)
    - Other**  
Speeds, crossings, and sight distance. (5 Stars = very Important, 1 Star = not so important)
- Buttons:** What to do, Next Task

# Notable Highway Projects

- **Future I-42/ US 70:** Upgrade the existing facility from Jones County to Carteret County to interstate standards
- **US 70 (Havelock Bypass):** Construct a freeway on a new location from North of Pine Grove to North of Carteret County Line
- **US 17 (New Bern Bypass):** Extend US 17 from US 70 to US 17 near Ernul
- **Terminal Drive / Airline Drive:** Airport Master Plan includes the addition of roundabouts at Airport Road & Clermont Road, Terminal Drive & Clermont Road, and the realignment of Williams Road

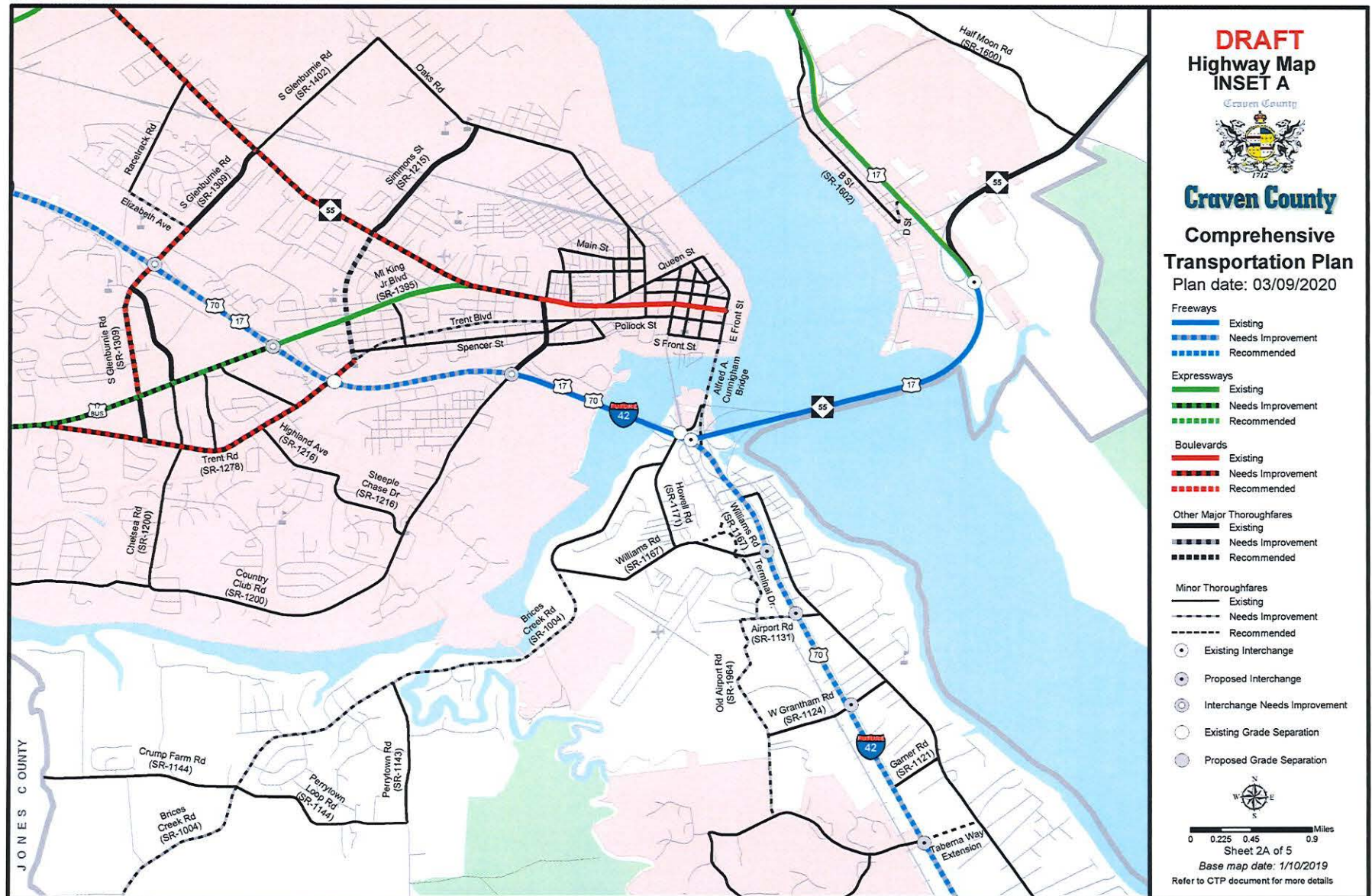


# Highway Recommendations



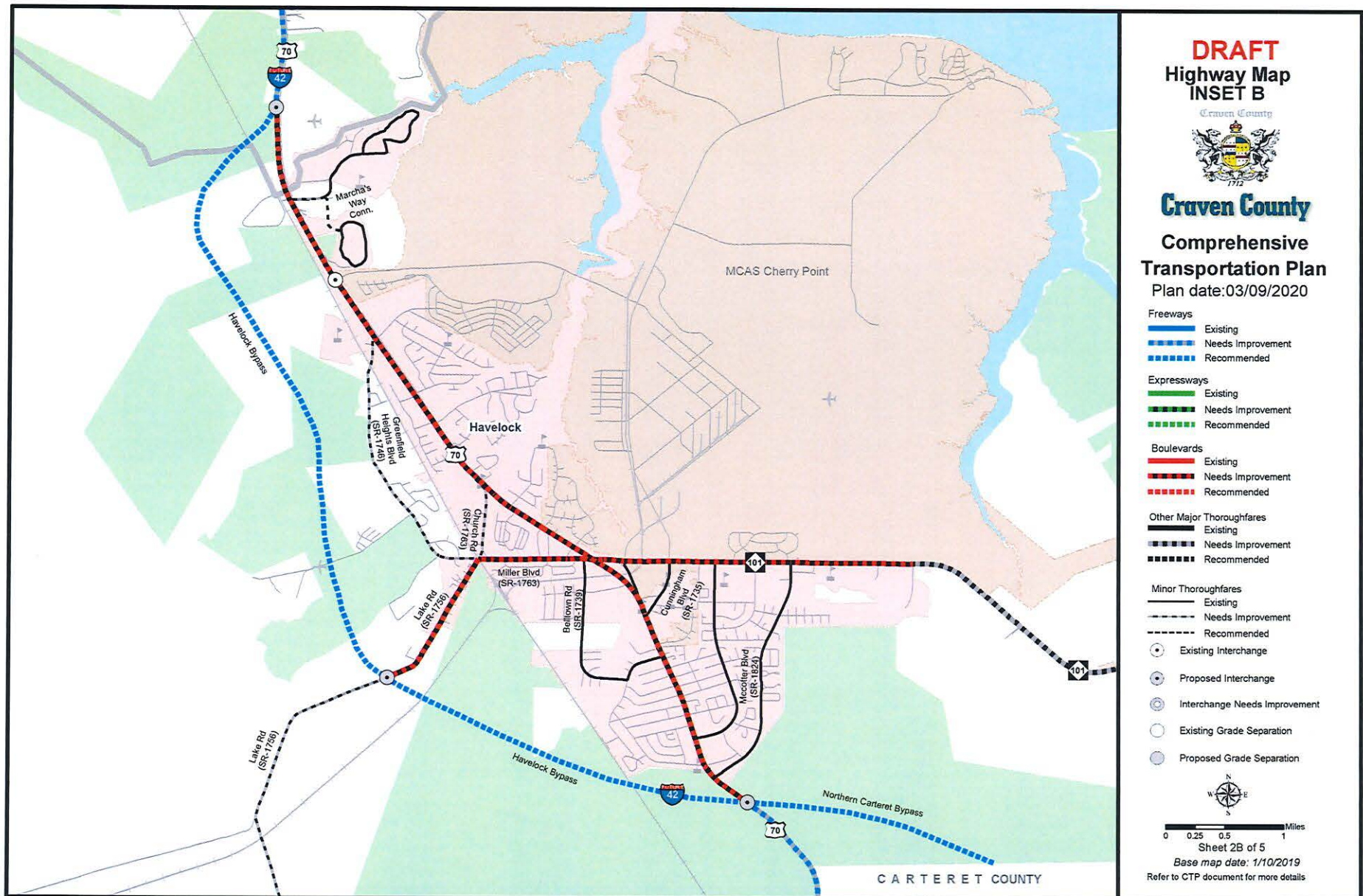


# Highway Recommendations



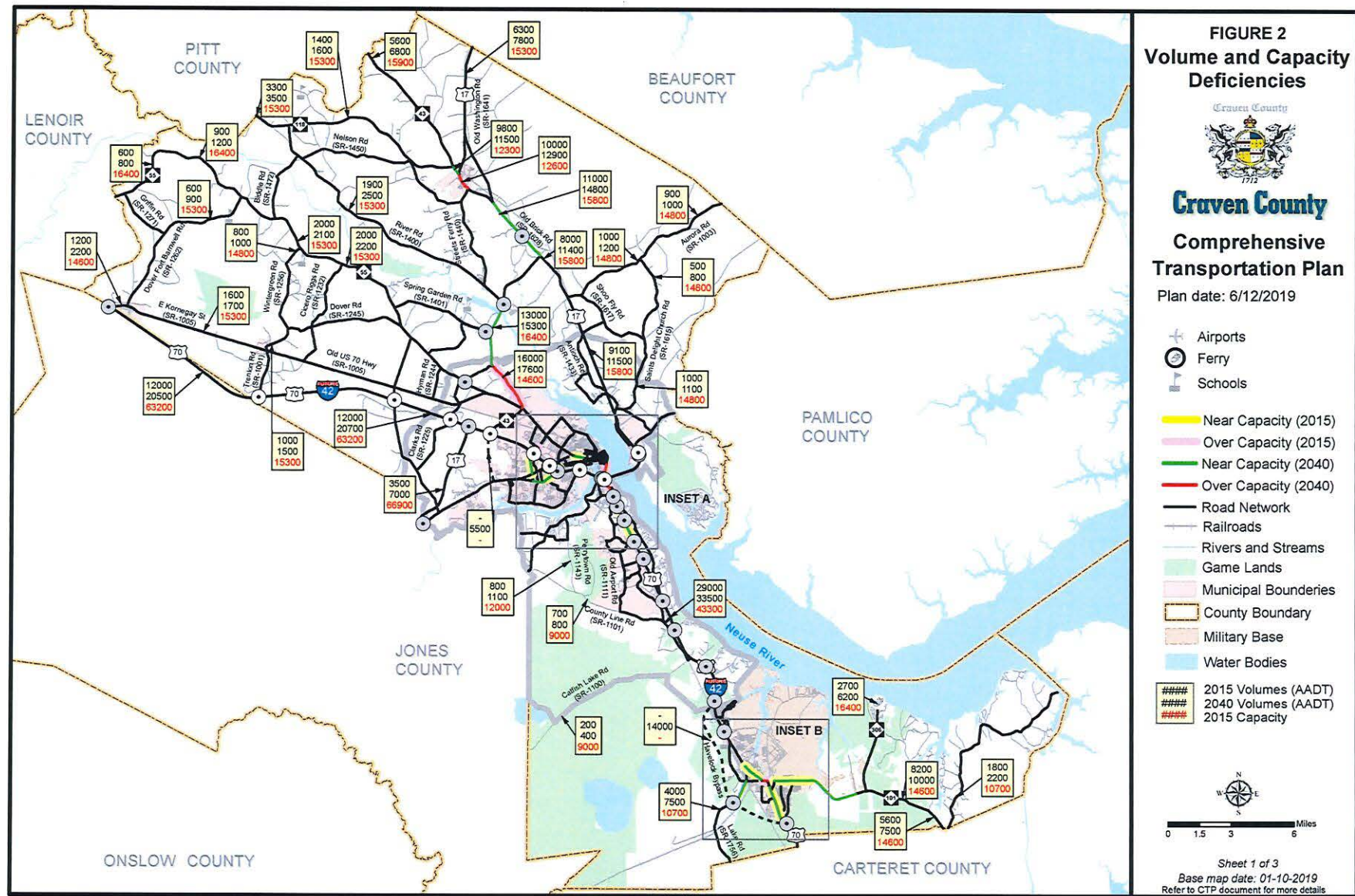


## Highway Recommendations



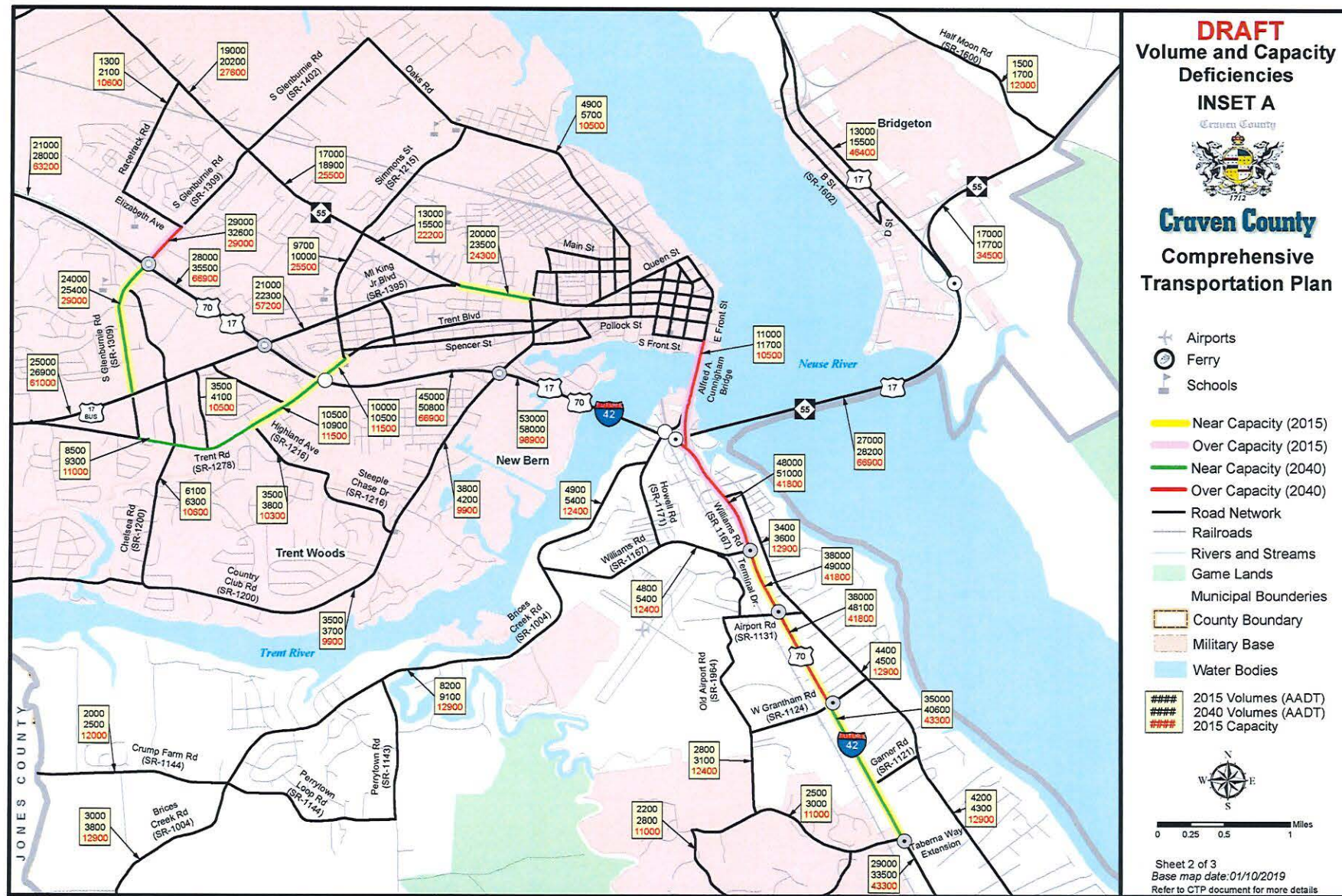


# Deficiency Analysis



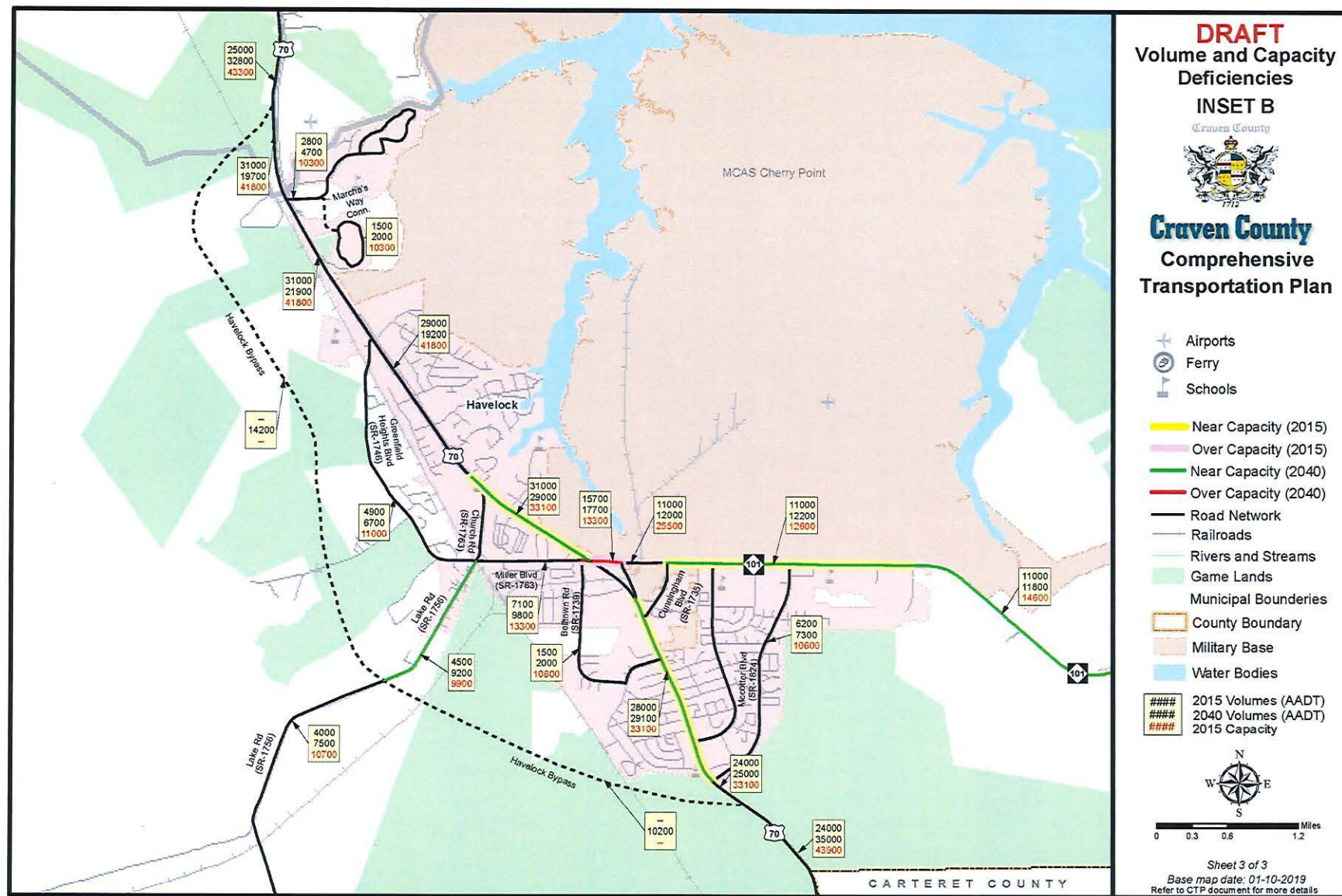


# Deficiency Analysis





# Deficiency Analysis





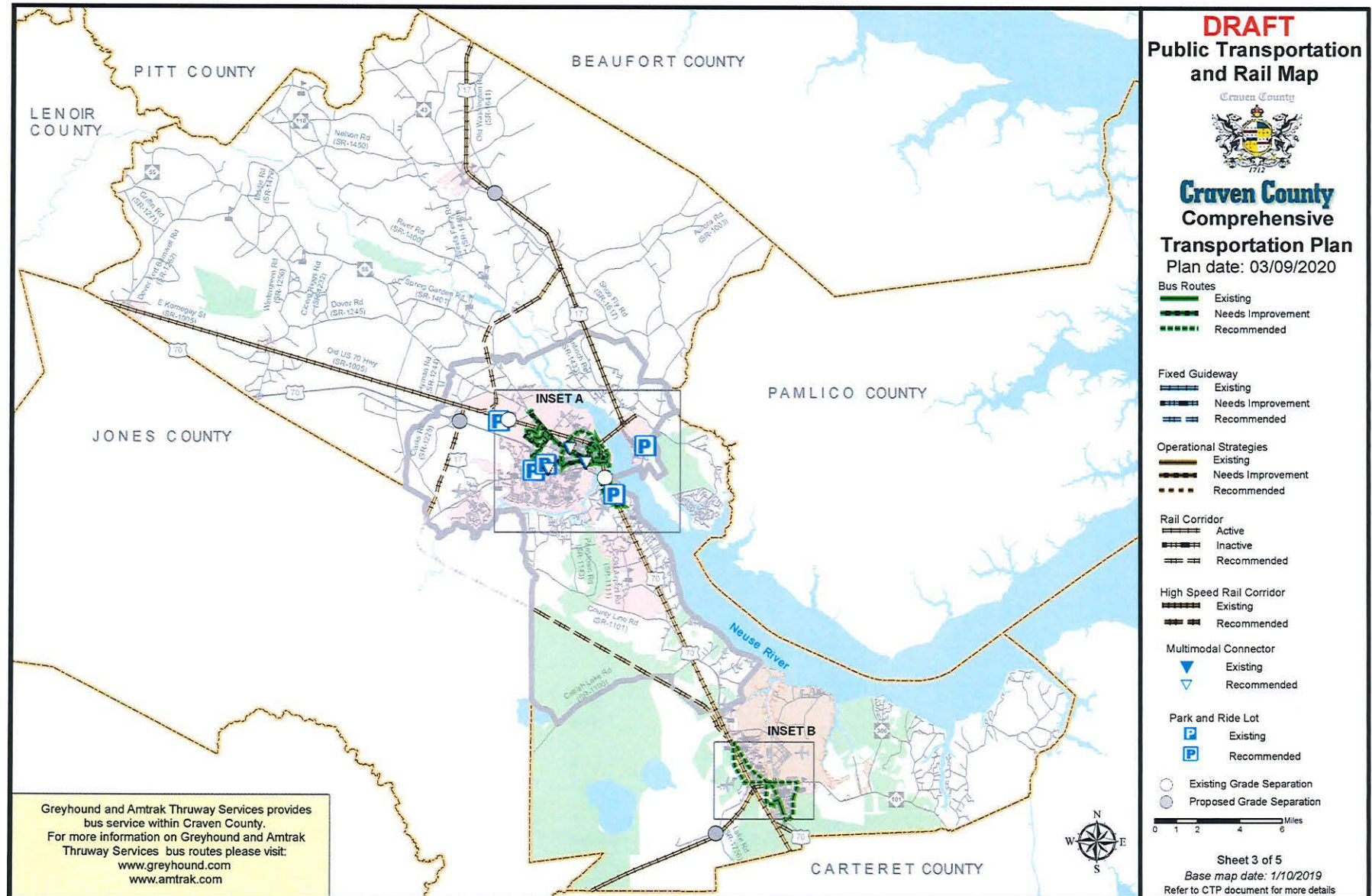
# Public Transportation & Rail Map

Public transportation and rail improvements recommended during the development of the CTP are based on examining the following as well as analyzing future needs:

- R-171837 grade separated intersection at Lake Road (SR 1756) and closure of existing at-grade crossing (Crossing # 722 882P) near Havelock
- R-170099 grade separated intersection at US 17 near Bridgeton
- R-170933 grade separated intersection at US 17 Bypass (Crossing # 466 092D) near Vanceboro
- Craven Area Rural Transit System (CARTS) Existing Routes
- 2017 CARTS Transit Development Plan (TDP)
- Amtrak
- Greyhound
- Carteret County Area Transportation System (CCATS) Down East Express
- NCDOT GIS Data Layers (NCDOT Rail Division Data - NCDOT Rail Track, NCDOT Rail Crossings, NCDOT Rail Facility)
- STIP Projects
- 2016/ 2021 New Bern Metropolitan Planning Organization (MPO) Metropolitan Transportation Plan (MTP)
- Global TransPark to Port of Morehead City Mobility Corridor Rail Improvements Study
- Public Comments / Local Input

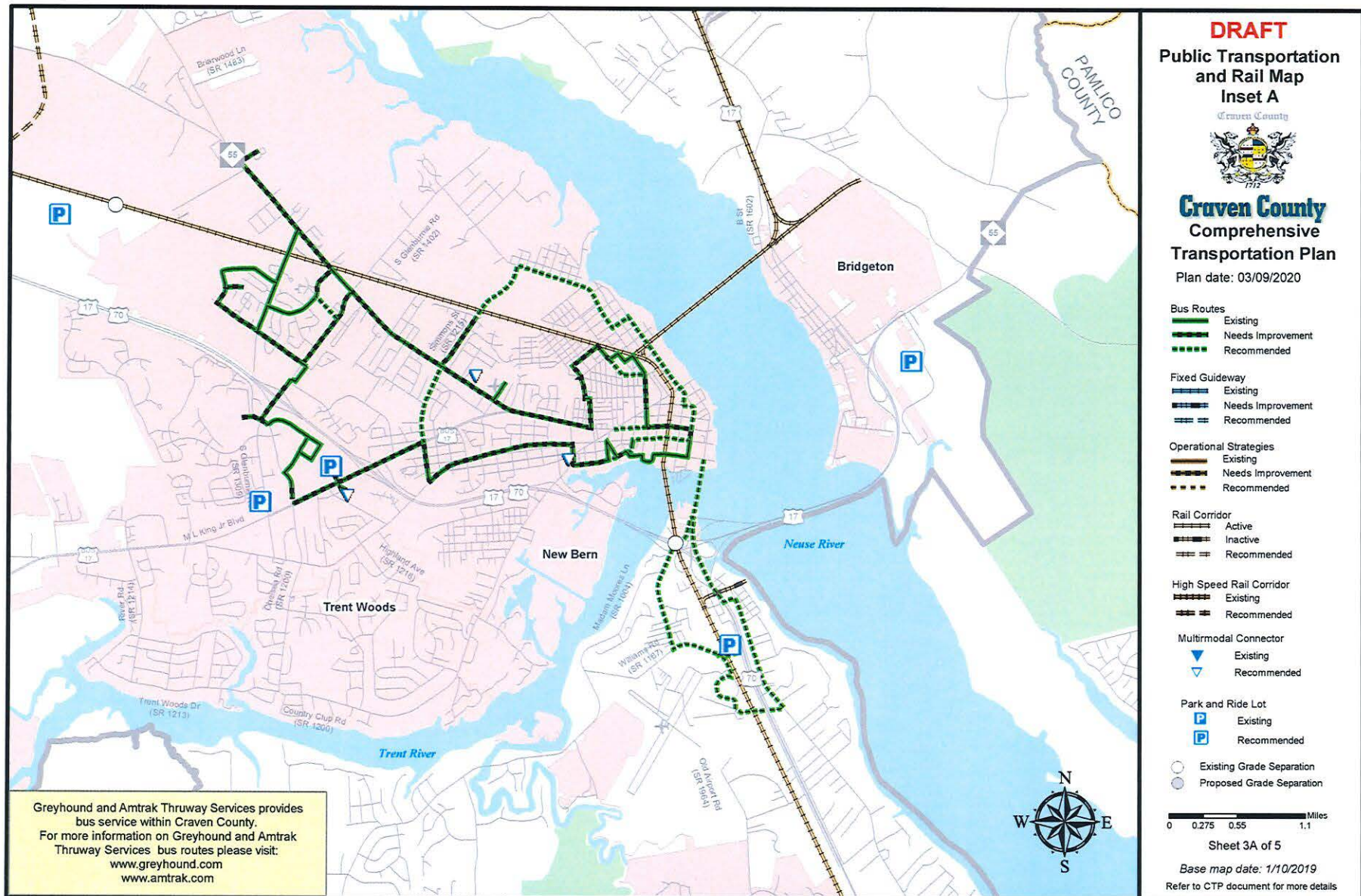


# Public Transportation & Rail Map



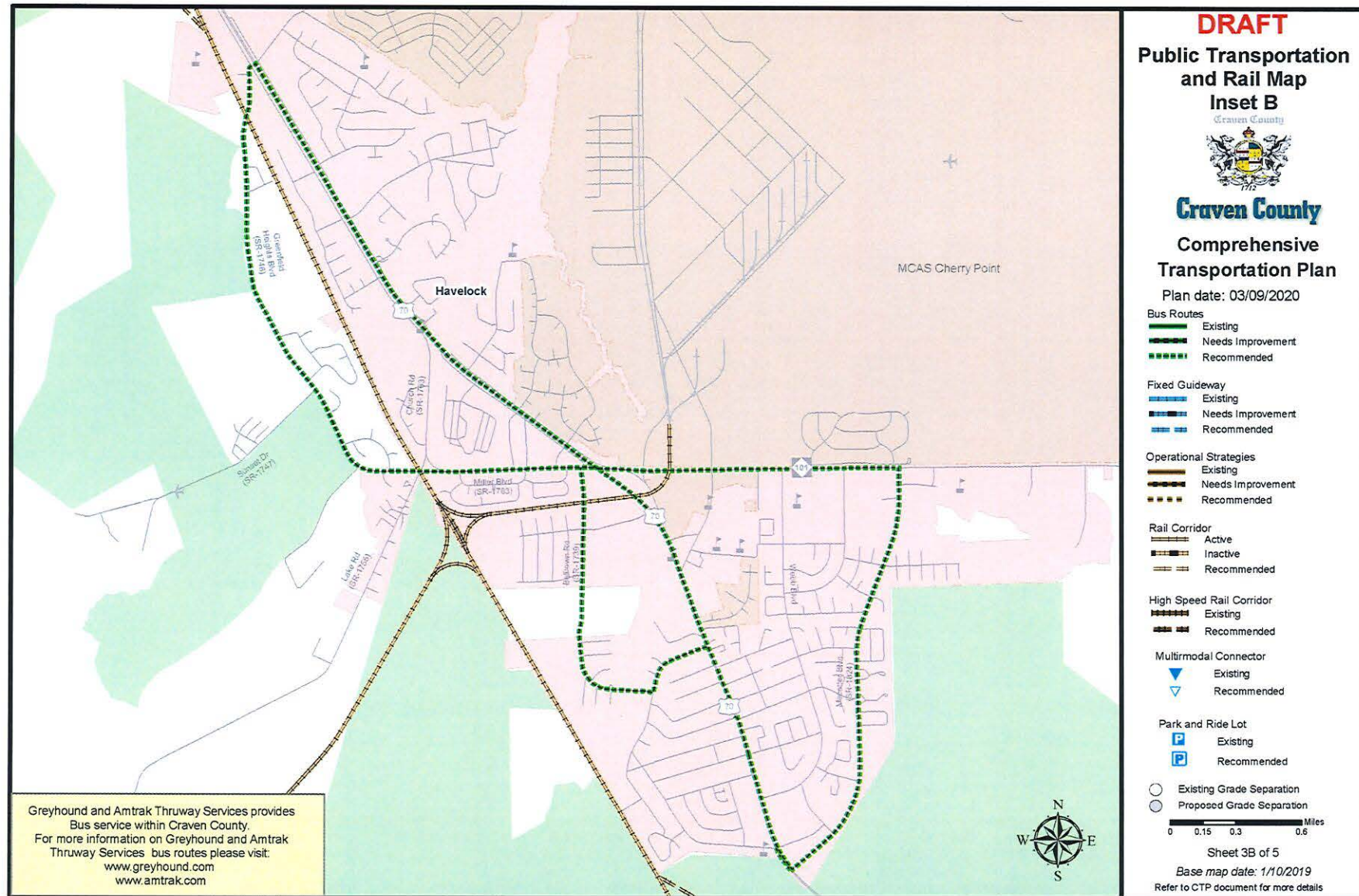


# Public Transportation & Rail Map





# Public Transportation & Rail Map



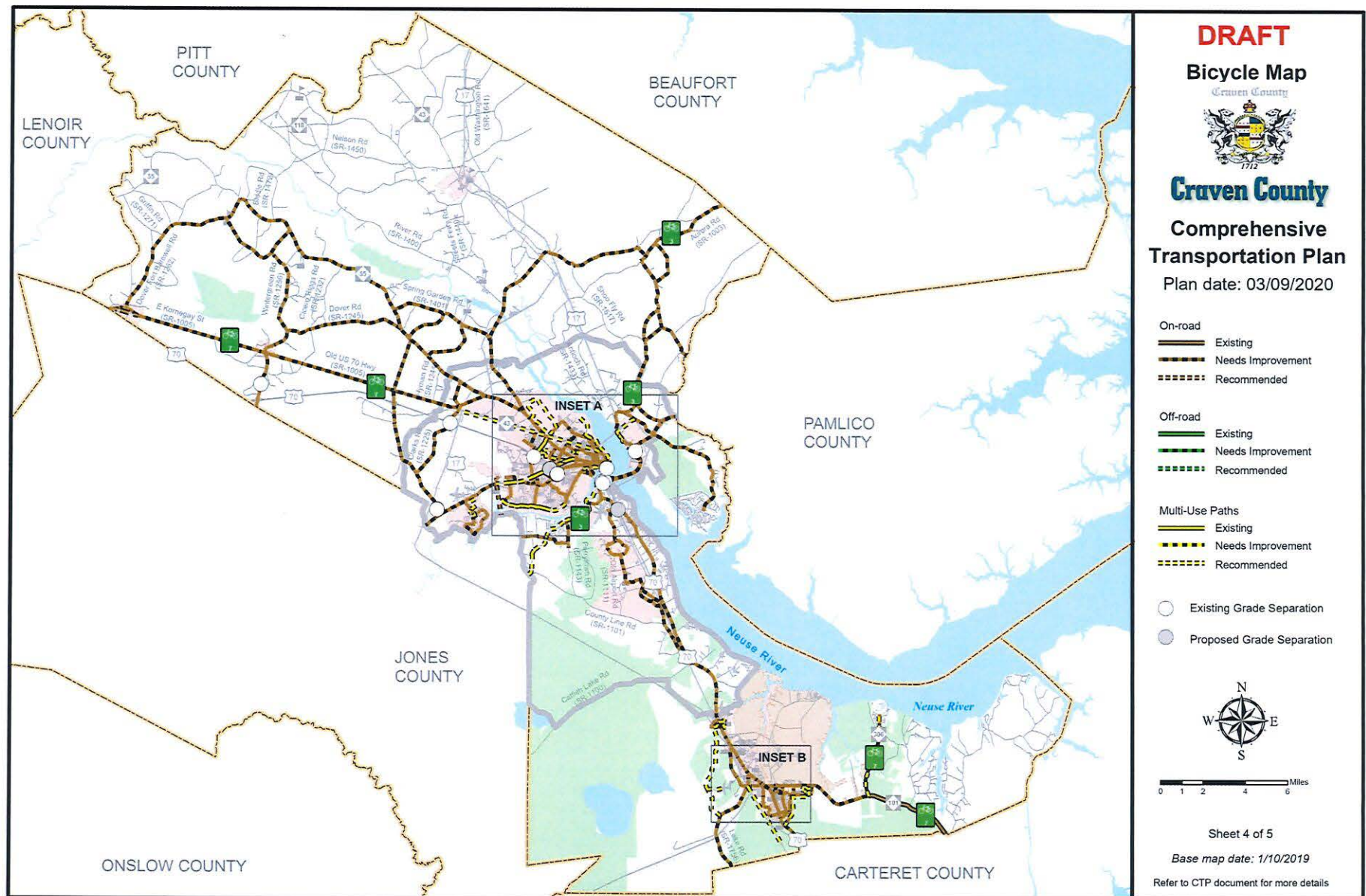


# Bicycle Map

Recommended bicycle improvements identified during the development of the CTP are based on examining the following as well as analyzing future needs:

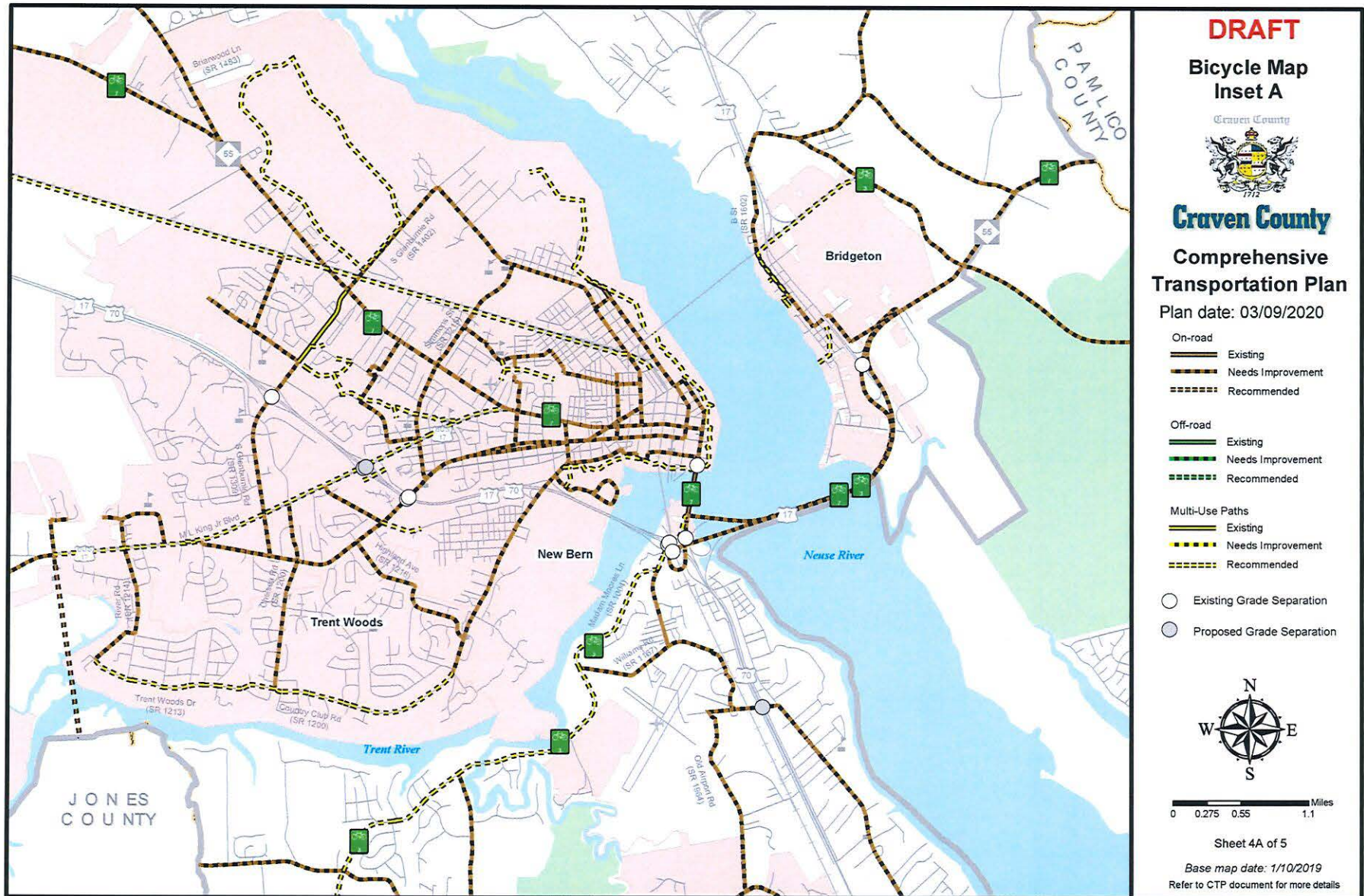
- NCDOT GIS Data Layer (NCDOT Bike Routes – State Bicycle Routes)
- 2019 Town of River Bend Bicycle & Pedestrian Plan
- New Bern Metropolitan Planning Organization (MPO) Metropolitan Transportation Plan (MTP)
- 2014 Croatan Regional Bicycle and Trails Plan
- 2014 Trent Woods Comprehensive Pedestrian Plan
- 2013 NC Statewide Pedestrian and Bicycle Plan
- Pedestrian and Bicycle Infrastructure Network (PBIN) NCDOT North Carolina Bicycle Facilities Map
- 2009 City of New Bern Pedestrian Plan
- 2009 Havelock Comprehensive Plan
- Public Comments / Local Input

# Bicycle Map



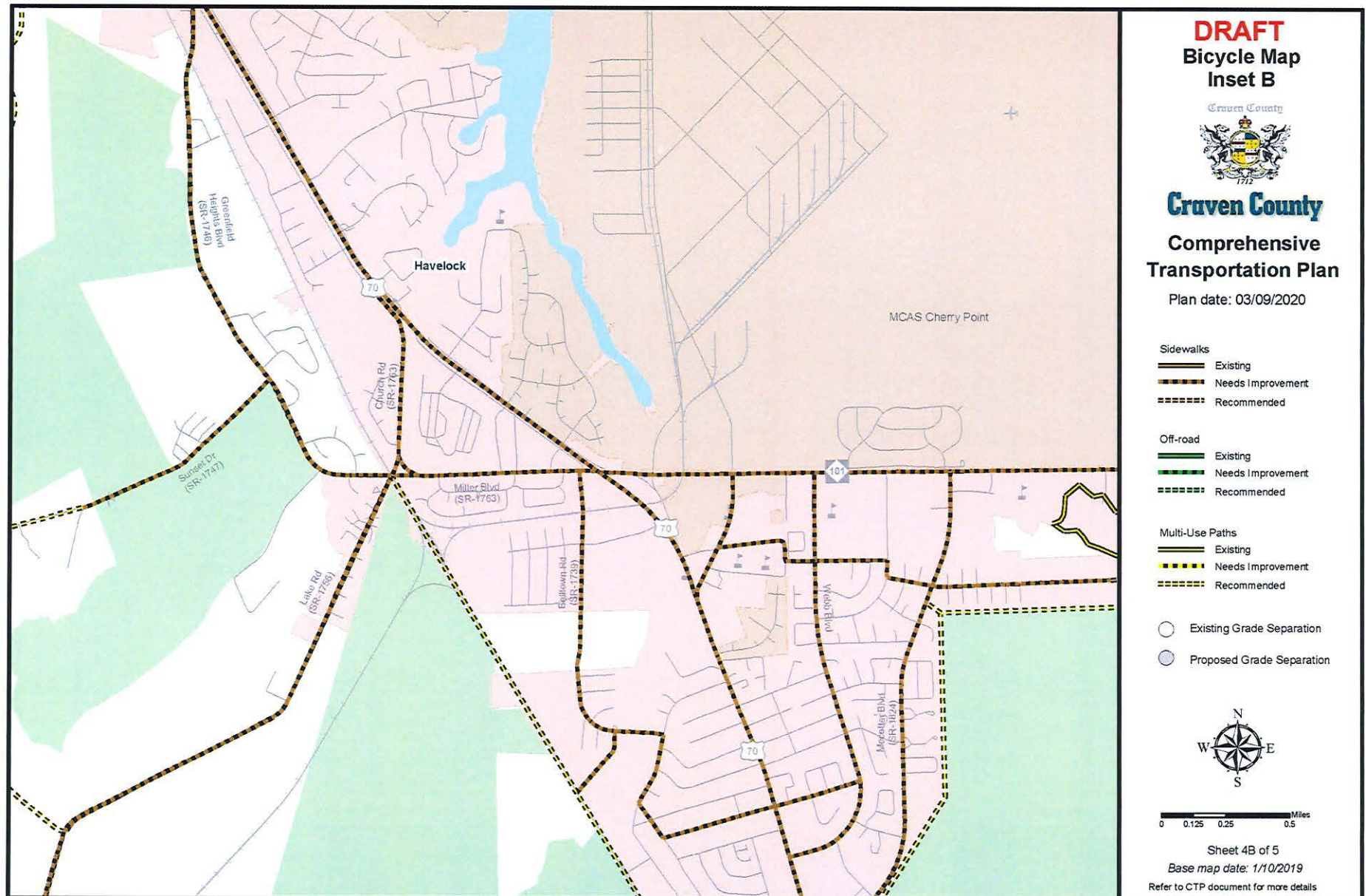


# Bicycle Map





# Bicycle Map



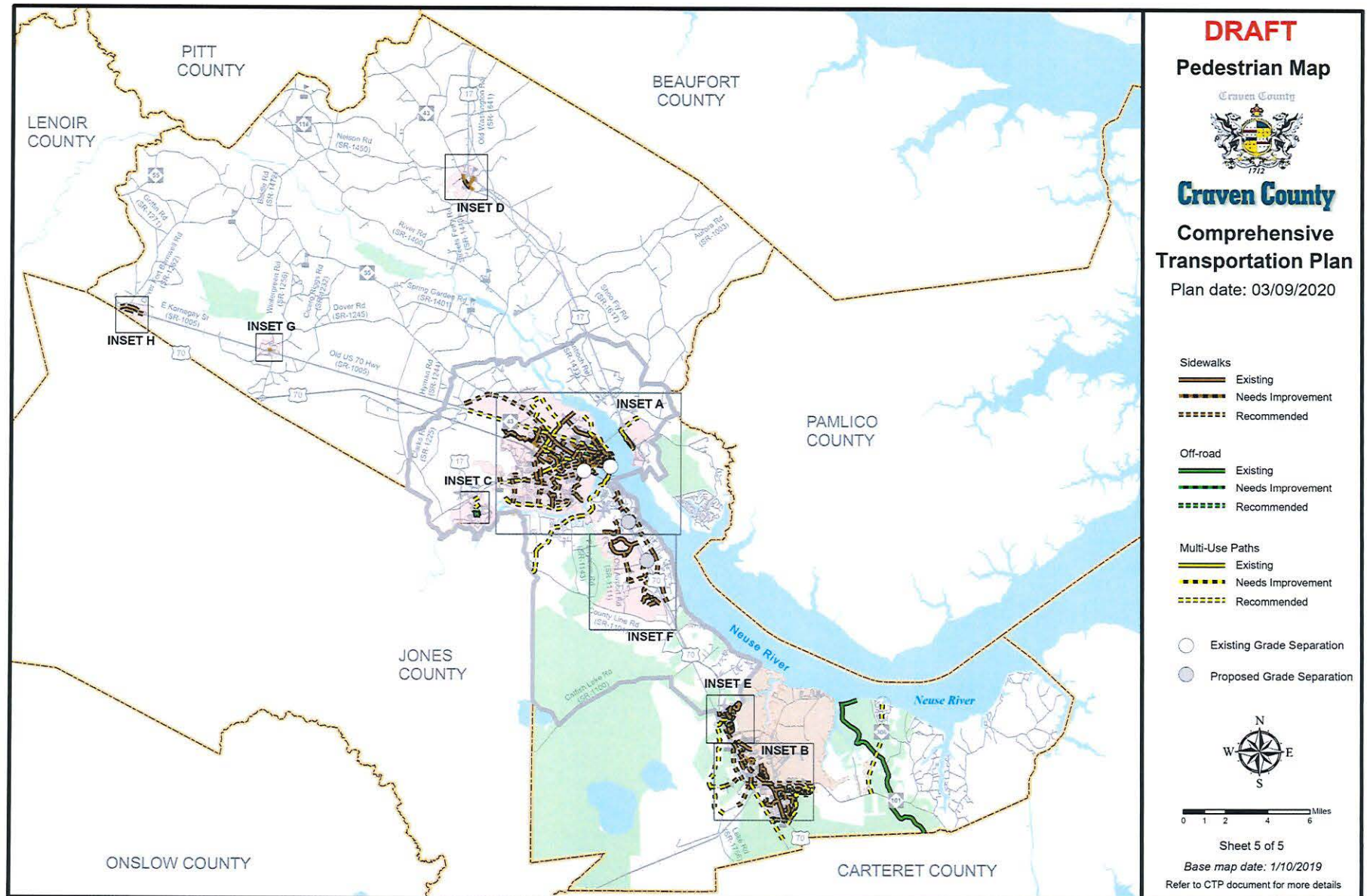


# Pedestrian Map

During the development of the CTP, a goal of the Craven County CTP Steering Committee was to develop a transportation system that preserves and promotes the quality of life within the county. One of the objectives of this goal is to improve pedestrian opportunities throughout Craven County. These pedestrian opportunities are taken from the following sources:

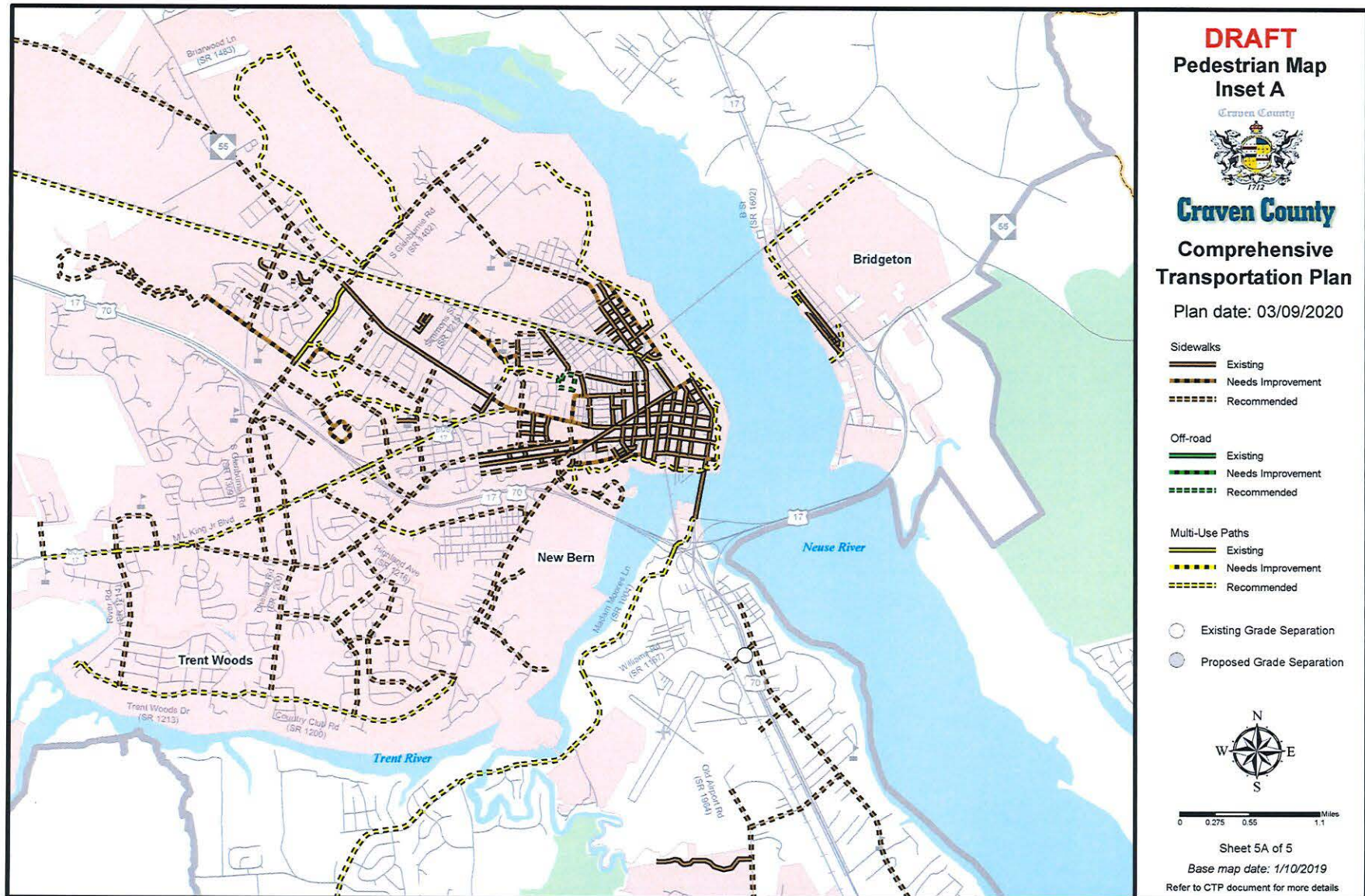
- 2019 Town of River Bend Bicycle & Pedestrian Plan
- New Bern Metropolitan Planning Organization (MPO) Metropolitan Transportation Plan (MTP)
- 2014 Trent Woods Comprehensive Pedestrian Plan
- 2014 Croatan Regional Bicycle and Trails Plan
- 2013 NC Statewide Pedestrian and Bicycle Plan
- Pedestrian and Bicycle Infrastructure Network (PBIN) NCDOT North Carolina Bicycle Facilities Map
- 2009 City of New Bern Pedestrian Plan
- 2009 Havelock Comprehensive Plan
- Public Comments / Local Input

# Pedestrian Map



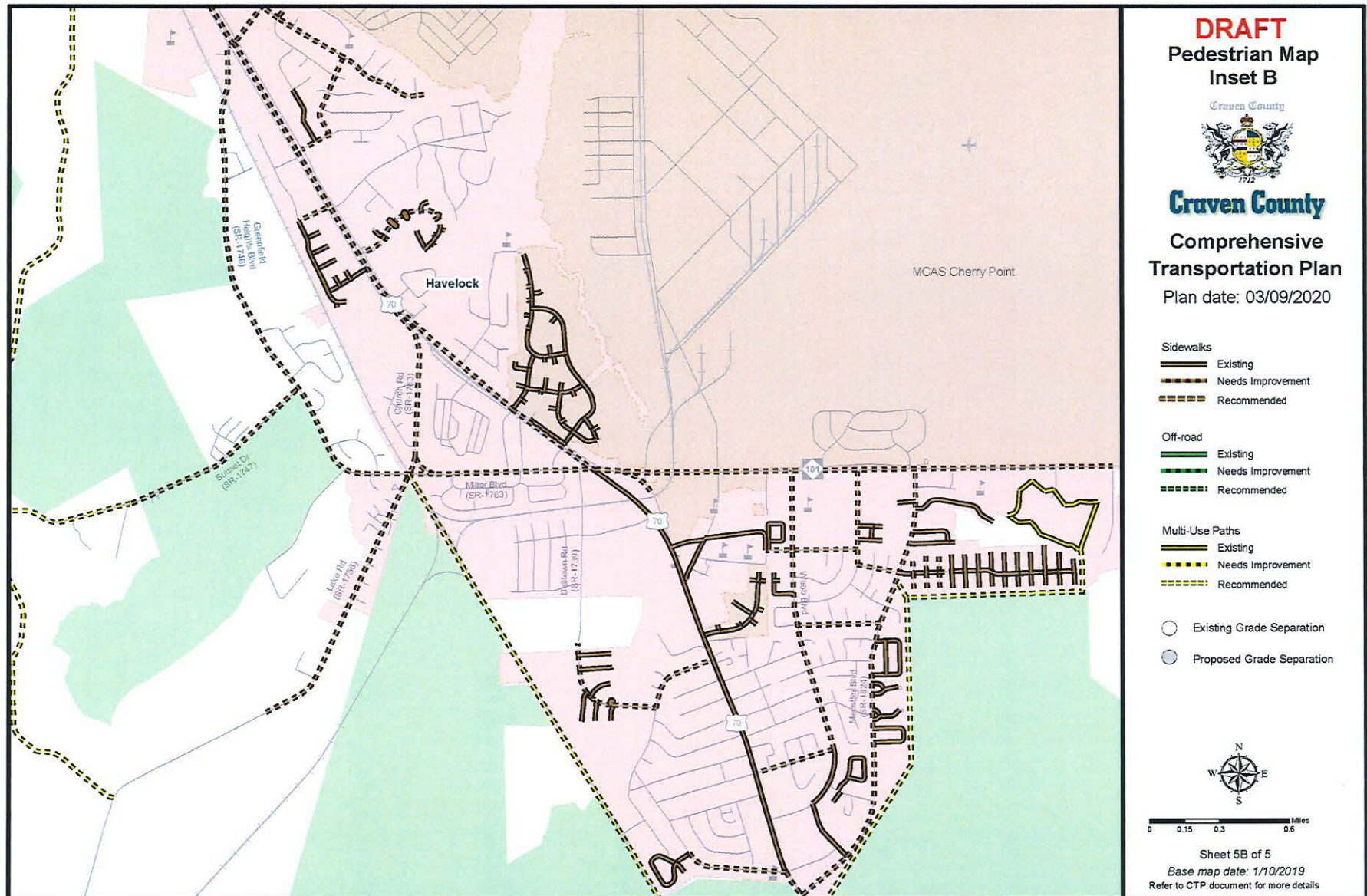


# Pedestrian Map





# Pedestrian Map





# Pedestrian Map

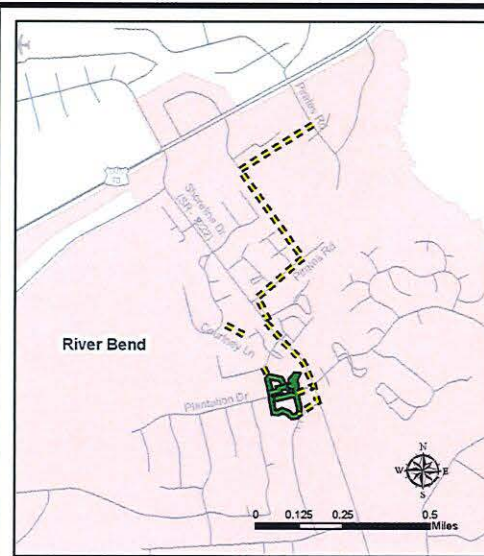
**DRAFT**  
Pedestrian Map  
Inset Map

Craven County  
1712

**Craven County**  
Comprehensive  
Transportation Plan

Plan date: 03/09/2020

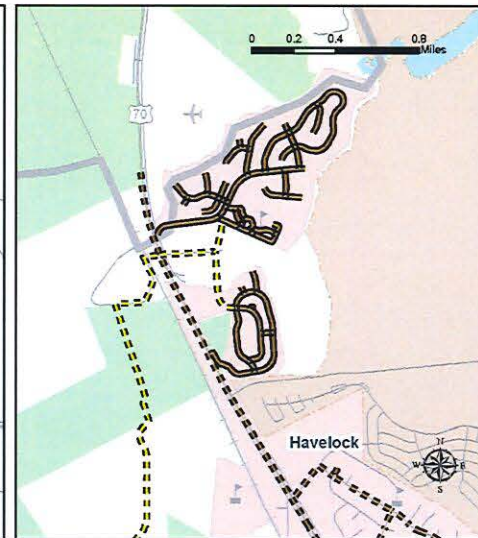
- Sidewalks**
- Existing
  - Needs Improvement
  - Recommended
- Off-road**
- Existing
  - Needs Improvement
  - Recommended
- Multi-Use Paths**
- Existing
  - Needs Improvement
  - Recommended
- Existing Grade Separation
- Proposed Grade Separation



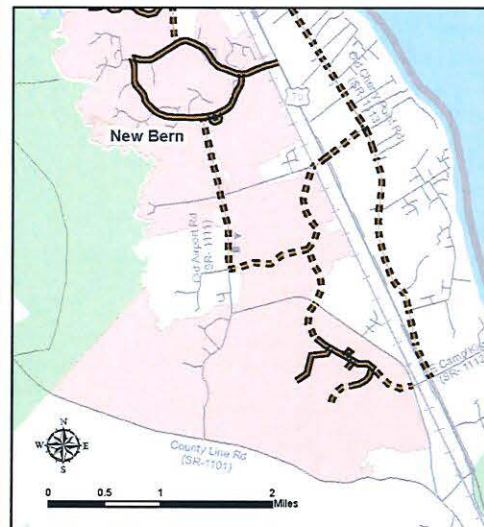
INSET C - River Bend



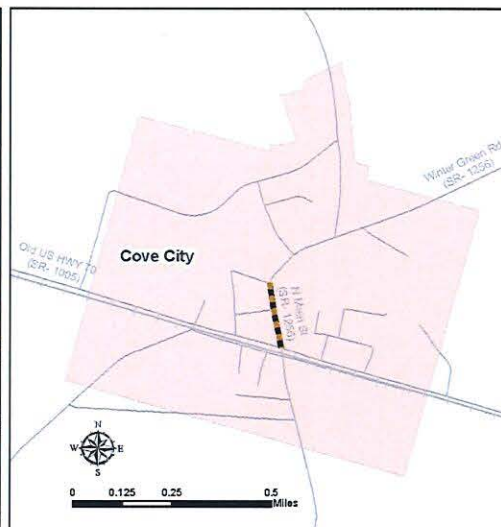
INSET D - Vanceboro



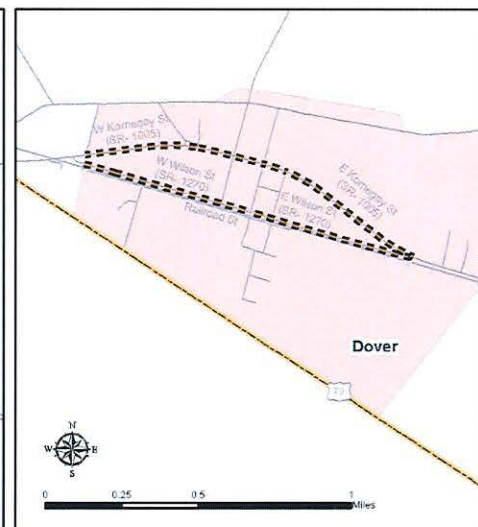
INSET E - Havelock



INSET F - New Bern



INSET G - Cove City



INSET H - Dover

# Next Steps

- **Public Involvement**
  - Public Hearing
- **Adoptions**
  - Cove City
  - Dover
  - Havelock
  - Vanceboro
  - Craven County
  - New Bern MPO
  - Down East RPO (endorses)



# Contacts

## Down East RPO

BJ Eversole  
Planning Director  
[beversole@eccog.org](mailto:beversole@eccog.org)  
(252) 638-3185 ext.3031

## MPO Contact

Kim Maxey  
MPO Administrator  
[maxeyk@newbernnc.gov](mailto:maxeyk@newbernnc.gov)  
(252) 639-7592

## NCDOT Highway : Division 2

Diane Hampton, PE  
Div. 2 Corridor Dev. Engineer  
[dkhampton@ncdot.gov](mailto:dkhampton@ncdot.gov)  
(252) 775-6100

## NCDOT Transportation Planning Division (TPD)

Hemal Shah  
Project Engineer  
[hjshah@ncdot.gov](mailto:hjshah@ncdot.gov)  
(919) 707-0992

Behshad Norowzi  
Coastal Planning Group Supervisor  
[bnorowzi@ncdot.gov](mailto:bnorowzi@ncdot.gov)  
(919) 707-0920



## BUDGET AMENDMENTS

1. Fund: General

2. Department: Admin 5210

[illegible]

## Justification or Explanation of Change:

Additional ARPA Administrative funding received for Low Income Household Water Assistance Program (LIHWAP). There is no County match. Funds are 100% Federal and are to provide Administrative funding for temporary workers and permanent staff who administer the LIHWAP program, which is emergency assistance to low-income households to prevent disconnection or provide assistance with reconnection of drinking and wastewater services.

Kimberly Morton

Department Head

Sep 7, 2022

Date \_\_\_\_\_

County Manager

Date \_\_\_\_\_

County Commissioners/Chairman

Date \_\_\_\_\_

Journal Entry Number

Date \_\_\_\_\_



## DIVISION OF SOCIAL SERVICES

### LIHWAP ARPA Admin

FUNDING SOURCE: Low-Income Household Water Assistance Program (LIHWAP) A

EFFECTIVE DATE: 07/01/2022

AUTHORIZATION NUMBER: 1

### ALLOCATION PERIOD

FROM JUNE 2022 THRU MAY 2023 SERVICE MONTHS

FROM JULY 2022 THRU JUNE 2023 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	45,464	45,464	0	0	45,464	45,464
02	ALEXANDER	7,769	7,769	0	0	7,769	7,769
03	ALLEGHANY	3,292	3,292	0	0	3,292	3,292
04	ANSON	10,482	10,482	0	0	10,482	10,482
05	ASHE	7,245	7,245	0	0	7,245	7,245
06	AVERY	3,989	3,989	0	0	3,989	3,989
07	BEAUFORT	16,461	16,461	0	0	16,461	16,461
08	BERTIE	8,242	8,242	0	0	8,242	8,242
09	BLADEN	13,855	13,855	0	0	13,855	13,855
10	BRUNSWICK	29,425	29,425	0	0	29,425	29,425
11	BUNCOMBE	64,898	64,898	0	0	64,898	64,898
12	BURKE	26,604	26,604	0	0	26,604	26,604
13	CABARRUS	36,506	36,506	0	0	36,506	36,506
14	CALDWELL	21,999	21,999	0	0	21,999	21,999
15	CAMDEN	1,501	1,501	0	0	1,501	1,501
16	CARTERET	12,624	12,624	0	0	12,624	12,624
17	CASWELL	7,027	7,027	0	0	7,027	7,027
18	CATAWBA	36,715	36,715	0	0	36,715	36,715
19	CHATHAM	11,432	11,432	0	0	11,432	11,432
20	CHEROKEE	8,178	8,178	0	0	8,178	8,178
21	CHOWAN	4,908	4,908	0	0	4,908	4,908
22	CLAY	3,205	3,205	0	0	3,205	3,205
23	CLEVELAND	33,865	33,865	0	0	33,865	33,865
24	COLUMBUS	21,266	21,266	0	0	21,266	21,266
25	CRAVEN	24,071	24,071	0	0	24,071	24,071
26	CUMBERLAND	119,521	119,521	0	0	119,521	119,521
27	CURRITUCK	4,256	4,256	0	0	4,256	4,256
28	DARE	5,710	5,710	0	0	5,710	5,710
29	DAVIDSON	41,485	41,485	0	0	41,485	41,485
30	DAVIE	7,804	7,804	0	0	7,804	7,804
31	DUPLIN	17,344	17,344	0	0	17,344	17,344
32	DURHAM	71,049	71,049	0	0	71,049	71,049
33	EDGECOMBE	25,143	25,143	0	0	25,143	25,143
34	FORSYTH	96,518	96,518	0	0	96,518	96,518
35	FRANKLIN	15,957	15,957	0	0	15,957	15,957
36	GASTON	58,469	58,469	0	0	58,469	58,469
37	GATES	2,924	2,924	0	0	2,924	2,924
38	GRAHAM	2,570	2,570	0	0	2,570	2,570
39	GRANVILLE	15,072	15,072	0	0	15,072	15,072
40	GREENE	7,333	7,333	0	0	7,333	7,333
41	GUILFORD	146,702	146,702	0	0	146,702	146,702
42	HALIFAX	25,107	25,107	0	0	25,107	25,107
43	HARNETT	34,151	34,151	0	0	34,151	34,151
44	HAYWOOD	15,903	15,903	0	0	15,903	15,903
45	HENDERSON	21,724	21,724	0	0	21,724	21,724
46	HERTFORD	9,654	9,654	0	0	9,654	9,654
47	HOKE	16,085	16,085	0	0	16,085	16,085



**Low-Income Household Water Assistance Program (LIHWAP) ARPA ADMIN cont.**

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	1,667	1,667	0	0	1,667	1,667
49	IREDELL	28,909	28,909	0	0	28,909	28,909
50	JACKSON	10,279	10,279	0	0	10,279	10,279
51	JOHNSTON	45,583	45,583	0	0	45,583	45,583
52	JONES	3,398	3,398	0	0	3,398	3,398
53	LEE	16,891	16,891	0	0	16,891	16,891
54	LENOIR	21,367	21,367	0	0	21,367	21,367
55	LINCOLN	18,681	18,681	0	0	18,681	18,681
56	MACON	8,274	8,274	0	0	8,274	8,274
57	MADISON	5,667	5,667	0	0	5,667	5,667
58	MARTIN	8,775	8,775	0	0	8,775	8,775
59	MCDOWELL	13,874	13,874	0	0	13,874	13,874
60	MECKLENBURG	236,510	236,510	0	0	236,510	236,510
61	MITCHELL	4,050	4,050	0	0	4,050	4,050
62	MONTGOMERY	7,412	7,412	0	0	7,412	7,412
63	MOORE	17,878	17,878	0	0	17,878	17,878
64	NASH	28,292	28,292	0	0	28,292	28,292
65	NEW HANOVER	47,299	47,299	0	0	47,299	47,299
66	NORTHAMPTON	8,620	8,620	0	0	8,620	8,620
67	ONSLOW	38,925	38,925	0	0	38,925	38,925
68	ORANGE	23,633	23,633	0	0	23,633	23,633
69	PAMLICO	3,262	3,262	0	0	3,262	3,262
70	PASQUOTANK	11,836	11,836	0	0	11,836	11,836
71	PENDER	13,686	13,686	0	0	13,686	13,686
72	PERQUIMANS	3,838	3,838	0	0	3,838	3,838
73	PERSON	11,144	11,144	0	0	11,144	11,144
74	PITT	58,338	58,338	0	0	58,338	58,338
75	POLK	4,218	4,218	0	0	4,218	4,218
76	RANDOLPH	37,455	37,455	0	0	37,455	37,455
77	RICHMOND	21,309	21,309	0	0	21,309	21,309
78	ROBESON	67,471	67,471	0	0	67,471	67,471
79	ROCKINGHAM	26,389	26,389	0	0	26,389	26,389
80	ROWAN	37,432	37,432	0	0	37,432	37,432
81	RUTHERFORD	22,942	22,942	0	0	22,942	22,942
82	SAMPSON	23,000	23,000	0	0	23,000	23,000
83	SCOTLAND	18,172	18,172	0	0	18,172	18,172
84	STANLY	16,115	16,115	0	0	16,115	16,115
85	STOKES	10,291	10,291	0	0	10,291	10,291
86	SURRY	20,890	20,890	0	0	20,890	20,890
87	SWAIN	3,644	3,644	0	0	3,644	3,644
88	TRANSYLVANIA	7,299	7,299	0	0	7,299	7,299
89	TYRRELL	1,350	1,350	0	0	1,350	1,350
90	UNION	32,051	32,051	0	0	32,051	32,051
91	VANCE	20,755	20,755	0	0	20,755	20,755
92	WAKE	151,018	151,018	0	0	151,018	151,018
93	WARREN	8,079	8,079	0	0	8,079	8,079
94	WASHINGTON	5,390	5,390	0	0	5,390	5,390
95	WATAUGA	10,023	10,023	0	0	10,023	10,023
96	WAYNE	37,501	37,501	0	0	37,501	37,501
97	WILKES	19,266	19,266	0	0	19,266	19,266
98	WILSON	30,749	30,749	0	0	30,749	30,749
99	YADKIN	8,097	8,097	0	0	8,097	8,097
100	YANCEY	5,252	5,252	0	0	5,252	5,252
Total		2,565,750	2,565,750	0	0	2,565,750	2,565,750

**Low-Income Household Water Assistance Program (LIHWAP) ARPA ADMIN AUTHORIZATION NUMBER: 1**

**FUNDING SOURCE:** Federal Low Income Home Energy Assistance Funds Block Grant

**CFDA Number:** 93.568

**CFDA Name:** Low-Income Home Energy Assistance

**Award Name:** Low-Income Home Energy Assistance

**Award Number:** 2101NCLWC6

**Award Date:** FFY 2022

**Federal Agency:** DHHS/ACF

**GRANT INFORMATION:** This represents 100% federal dollars.

**XS411 Heading:** LIEAP ARPA

**Tracked on XS411:** Federal Share 100%

**OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS**

**AUTHORIZED SIGNATURE**



**DATE:**

**July 7, 2022**

2. Department: DSS TANF 1015213

[illegible]

Rolling forward the balance remaining from last fiscal year from the Special Adoptions Promotion Fund and budgeting new funds just received. Funds are awarded by the State based on the number of adoptions that are finalized, and are given to DSS to use in the adoption program. There is no County match, and unspent funds are to be rolled forward to the next fiscal year.

Date \_\_\_\_\_

Date \_\_\_\_\_



**North Carolina - Department of Health and Human Services**

**Notice of Electronic Funds Transfer**

**ATTN:** County Finance Officer  
County DSS Director  
**County:** CRAVEN  
**Run Date:** 06/27/2022  
**Period:** June, 2022

22/23  
Special  
Adopt

**Deposits TO County Account FROM DSS**

	<b>Earliest date of payment :</b>	<b>06/30/2022</b>
<b>ADOPTION PROMOTION FUND TANF</b>		<b>\$85,594.31</b>
<b>County Payment Total :</b>		<b>\$85,594.31</b>

DSS ACH Deposit 6/30/22

Michael J. Hardy <mhardy@cravencountync.gov>

Fri 7/1/2022 7:29 AM

To:

- Sharon Ashman <sharon.ashman@cravencountync.gov>;
- Kimberly Morton <kimberly.morton@cravencountync.gov>;
- Christy Foreman <cforeman@cravencountync.gov>

6/30/2022 PREAUTHORIZED ACH CREDIT	Credit	85594.31 DHHSCOUNTYPMTDSS PAYCOUNTY *****0290A
------------------------------------	--------	--

Michael Hardy, CPA

Accountant

Craven County Finance Department

406 Craven St.

New Bern, NC 28560

Telephone: 252-636-6603

Fax: 252-636-6638



## Account Inquiry [Craven County, NC - Production]



Close



Search



Browse



Output



Print



Display



PDF

### Account Inquiry [Craven County, NC - Production]

Yr/Per 2022/13

Fiscal Year 2022

Original Budget

.00



Transfers In

21,548.00



Transfers Out

.00



Revised Budget

21,548.00

Actual (Memo)

7,597.52



Encumbrances

.00



Requisitions

.00



Available

13,950.48

Percent used

35.26

1 of 1



Display detail information



1. Fund: General2. Department: DSS 5216 & 5217 Senior      FY22/23

Justification or Explanation of Change:

Roll forward unspent funds donated to the Senior Program, Meals Program and Sunshine Program in Fiscal Year 2021-2022. Please see attached spreadsheet for detail.

Justification or Explanation of Change:

Roll forward unspent funds donated to the Senior Program, Meals Program and Sunshine Program in Fiscal Year 2021-2022. Please see attached spreadsheet for detail.

Kimberly Morton

Department Head

Sep 7, 2022

Date \_\_\_\_\_

County Manager

Date \_\_\_\_\_

County Commissioners/Chairman

Date \_\_\_\_\_

Journal Entry Number

Date \_\_\_\_\_

[illegible]







[illegible]

## SunShine Center Special Funds

1015216 - 38309

Total funds received:	\$ 6,433.00
Total funds expended:	\$ 964.38
Current balance / carryover:	\$ 5,468.62

\*includes roll forward amounts from 20/21

Purpose / Rec'd from	Receipt #'s	Date Rec'd	Amount	Date Spent	Expenditure Account Number	Amount	Balance	Category   Balance Remaining
Sunshine Center								(no keying required)
Carryover amount from 2020/2021			\$ 6,188.00					
Health Foundation					5216 - 43222			
							\$ 6,188.00	Balance Fwd: \$ 5,160.00
							\$ 6,188.00	
							\$ 6,188.00	Balance Remaining: \$ 5,160.00
							\$ 6,188.00	
							\$ 6,188.00	
General								
							\$ 6,188.00	Balance Fwd: \$ 546.40
Walmart	87661			12/15/21	1015216-43222	\$ 75.22	\$ 6,112.78	Balance Remaining: \$ (172.98)
Chick-Fil-A	87662			12/15/21	1015216-43222	\$ 123.50	\$ 5,989.28	
Memory Café/Bobbie Downing	21037	1/5/22	\$ 200.00				\$ 6,189.28	
Subway	92052			2/3/22	1015216-43222	\$ 119.97	\$ 6,069.31	
Walmart	92054			2/3/22	1015216-43222	\$ 61.74	\$ 6,007.57	
Memory Café/Sondra Moffat	21822	2/11/22	\$ 10.00				\$ 6,017.57	
Memory Café/Twyla Berry	21822	2/11/22	\$ 10.00				\$ 6,027.57	
Memory Café/Sondra Moffat		2/11/22	\$ 10.00				\$ 6,037.57	
T & T Pizza	93272			2/15/22	1015216-43222	\$ 33.30	\$ 6,004.27	
Positive Approach	93307			2/15/22	1015216-43222	\$ 10.00	\$ 5,994.27	
Positive Approach	93306			2/15/22	1015216-43222	\$ 10.00	\$ 5,984.27	
Piggly Wiggly	93305			2/15/22	1015216-43222	\$ 26.55	\$ 5,957.72	
Memory Café/Twyla Berry	22573	3/11/22	\$ 10.00				\$ 5,967.72	
Memory Café/Sondra Moffat	22573	3/11/22	\$ 5.00				\$ 5,972.72	
Smithfield's BBQ	96128		\$ -	3/15/22	1015216-43222	\$ 88.97	\$ 5,883.75	
Walmart	98357		\$ -	4/13/22	1015216-43222	\$ 48.28	\$ 5,835.47	
Chick-Fil-A	98358		\$ -	4/13/22	1015216-43222	\$ 123.00	\$ 5,712.47	
T & T Pizza	100875		\$ -	5/13/22	1015216-43222	\$ 95.12	\$ 5,617.35	
Walmart	102122		\$ -	5/18/22	1015216-43222	\$ 37.40	\$ 5,579.95	
Firehouse Subs	105319		\$ -	6/15/22	1015216-43222	\$ 91.97	\$ 5,487.98	
Piggly Wiggly	105320		\$ -	6/15/22	1015216-43222	\$ 19.36	\$ 5,468.62	
							\$ 5,468.62	
Memory B. Vaulter								
							\$ 5,468.62	Balance Fwd: \$ 482.00
							\$ 5,468.62	
							\$ 5,468.62	Balance Remaining: \$ 482.00

Health Foundation Collected \$ -  
 General Collected \$ 245.00  
 Memory of J. Odham Collected \$ -  
**DONATIONS COLLECTED FY 21/22 \$ 245.00**

Spent 1015216 - 43222 \$ 964.38  
**PAID OUT FY 21/22 \$ 964.38**

Craven County



Craven Area Rural Transit System



2822 Neuse Blvd.

New Bern, North Carolina 28562

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

1-800-735-2962 TDD/TTY

Email: [carts@cravencountync.gov](mailto:carts@cravencountync.gov)

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## **Policy for Rental of Advertising Space On CARTS Vehicles**

**Approved: (Insert date approved)  
By the Craven County Board of Commissioners**



As a means of generating additional revenue, CRAVEN AREA RURAL TRANSIT SYSTEM (CARTS) rents advertisement space on its vehicles. Advertisements must be in a format that does not adversely reflect on the CARTS image. The following ad content shall be prohibited:

- Illegal, indecent, or immoral ads.
- Political, alcohol, or tobacco ads.
- False, misleading, or deceptive ads.
- Libelous or obscene ads.
- Ads that appear as graffiti.
- Ads that ridicule individuals or groups.
- Advocacy or opposition to any religion, denomination, gender, race, or nationality.
- Ads for adult material, services, or pornography.
- Ads promoting criminal, violent, or anti-social behavior.

All advertisements must be approved by the CARTS Director prior to being installed on the CARTS vehicles. Any disagreements with the CARTS Director's decision may be appealed to the Craven County Manager. The decision of the Craven County Manager shall be final.

## **TERMS AND CONDITIONS:**

### **CONTENT AND DESIGN**

- a. **Rejection Right:** CARTS reserves the right to alter or refuse any advertising copy submitted by Advertiser in its sole discretion; provided, however, that no change in advertising copy shall be made without the prior consent of Agency/Advertiser. If CARTS rejects or refuses any advertising copy, Agency/Advertiser shall have the right to terminate this Agreement immediately and shall be entitled to a refund of all advance rent not already used by CARTS to produce or place Advertiser's advertising. CARTS does not accept political, religious, or ads that do not represent good taste.
- b. **Dimensions and Shape:** All advertisements submitted by Agency/Advertiser to CARTS shall be of dimensions, shape, and format reasonably acceptable to CARTS for CARTS to have the advertisement produced according to printing requirements and to comply with the printing dimensions and shape of the respective vehicle upon which the advertisement will appear.
- c. **Revisions:** Any revision of original advertising copy by Agency/Advertiser after the copy has been submitted shall be subject to composition charge in addition to the specified rates set forth.
- d. CARTS shall be permitted to photograph the bus or van advertisement and utilize any such photographs for its own advertising and promotional purposes.

### **TRADEMARKS AND COPYRIGHTS**

Agency/Advertiser warrants that all advertising copy and artwork submitted to CARTS does not, in any way, infringe upon any trademark, copyright or any other right of a third party.

#### INDEMNIFICATION

Agency/Advertiser assumes full and complete responsibility and liability for the content of all advertising copy submitted, printed, and designed pursuant to this Agreement, and shall indemnify and hold CARTS harmless against any demands, claims, or liability related thereto. Agency/Advertiser shall reimburse CARTS for any amount paid by CARTS in settlement of claims or in satisfaction of judgments obtained by reason or publication and/or display of such advertising copy together with all expenses incurred in connection therewith including, but not limited to, attorney fees and costs of litigation.

CARTS assumes full and complete responsibility and authority for the physical attachment of the advertising sign. CARTS shall indemnify and hold harmless Agency/Advertiser from and against any claims, demand, costs, and liabilities (including, without limitation, attorney's fees) incurred by Agency/Advertiser because of the failure of CARTS to comply with the terms of this Agreement and/or the gross negligence or willful misconduct of CARTS in arranging for displaying the advertising copy.

#### INABILITY OF CARTS TO PERFORM

If CARTS is prevented from providing bus or van advertising space by cause or causes beyond its control of whatever nature, including, but not limited to, act of God, strike, work stoppages or picketing, or in the event of damage or destruction of any of the buses or vans upon which such advertising appears, or in the event CARTS, after reasonable exercise of its best efforts, taking into consideration economic feasibility is unable to deliver any portion of the service required hereunder, this Agreement shall terminate.

#### DEFAULT

Upon default in the punctual payment of any amounts which may be due from Agency/Advertiser to CARTS, or any part thereof, as the same shall become due and payable, CARTS may, at its option, discontinue all or a portion of the advertising that is the subject of this Agreement without notice to Agency/Advertiser; provided however that such discontinuance shall not relieve Agency/Advertiser or any indebtedness which may be due and payable pursuant to the terms and provisions of this Agreement. Advertiser shall pay to CARTS all costs and expenses of exercising its rights under this Agreement, including Attorney's fees in an amount equal to fifteen (15%) of the total amount due.

#### FAILURE TO OBJECT, NOT A WAIVER

The failure of either party to this Agreement to object, or to take affirmative action with respect to any conduct of the other which is in violation of the terms, or this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

**Integrated Mobility Division**  
Statement of Capital  
Withdrawal or Substitution

**Instructions:** The purpose of this form is to remove any previously funded vehicular capital from an application. Any previously approved capital assets will not be considered for subsequent capital application approval without this Statement. All capital assets that will not be purchased/replaced in an application must have this documentation. **Incomplete forms will not be processed.**

<b>Submittal date:</b>	<b>Project #:</b>  <b>22-39-029</b>
<b>Application ID:</b>  <b>1000010252</b>	<b>Agreement#:</b>  <b>200004997</b>

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
INTEGRATED MOBILITY DIVISION  
1550 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1550

*Telephone:* 919-707-2600  
*Fax:* 919-733-1391  
*Customer Service:* 1-877-368-4968

*Website:* [ncdot.gov](http://ncdot.gov)

*Location:*  
1 SOUTH WILMINGTON STREET  
RALEIGH, NC 27601

UPDATED 6/2021



<b>Subrecipient</b> <i>(Agency Name)</i> <b>Craven County / CARTS</b>		
Contact Person: Kelly Walker-Cuthrell		Phone: (252) 636-4917
Email: kwalker@cravencountync.gov		
VIN Number of Vehicle(s) Being Withdrawn: <b>1FDEE3FL8FDA37384 (CARTS #500)</b> <b>1FDEE3FLXEDA65945 (CARTS #476)</b>		
VIN Number of Vehicle(s) Being Substituted: Please indicate here which vehicle(s) you would like to include on your grant application along with the vehicle's mileage as of July 1 <sup>st</sup> of the grant year in which the vehicle is being replaced.  N/A		
<b>Reason for Withdrawal/Substitution:</b> (Provide a brief description, i.e. new vehicle(s) not being ordered, substituted vehicle needing costly repairs, etc.)		<b>NCDOT/IMD Use Only:</b>
The vehicle order was cancelled by the vendor due to chassis unavailability. Availability is estimated to be 18-24 months. These vehicles will be included in the FY2024 grant request to allow for closure of FY2022 grant.		Adequate
		Inadequate

I, \_\_\_\_\_ certify that the capital asset(s) listed in this request will not be purchased until approved in a new capital application is submitted to NCDOT after the date below.

\_\_\_\_\_  
Signature of Authorized Official or Agency Designee

\_\_\_\_\_  
Date

**Recommendation:**

\_\_\_\_\_ Approved      \_\_\_\_\_ Not Approved

\_\_\_\_\_  
Signature and Date

**Comments:**

*This form is to be returned to Procurement Specialist Chris Dodson via email  
cbdodson@ncdot.gov*



DISTRIBUTION:

 ORIGINAL: FINANCE  
 DUPLICATE: DEPARTMENT

## BUDGET AMENDMENTS

1. Fund: General Fund2. Department: CARTS

3. Revenue Account Number(s)	Amount	4. Expenditure Account Number(s)	Amount
1014511-37000 Section 18 Capital	\$68,276	1014510-47301 Capital Outlay Over \$5K	\$27,606
		1014510-47321 Capital Outlay \$500-\$4999	\$39,720
		1014510-46202 Maint/Repair Equipment	\$950
1014513-33114 Urbanized Funds	\$35,414	1014512-47301 Capital Outlay Over \$5K	\$8,500
		1014512-47321 Capital Outlay \$500-\$4999	\$26,280
		1014512-46202 Maint/Repair Equipment	\$634
<b>Total:</b>	\$103,690	<b>Total:</b>	\$103,690

## Justification or Explanation of Change:

CARTS is requesting a Budget Amendment in the amount of \$103,690 to cover the cost of capital revenue and expenses for the purchase of radios, wheelchair securement training table, hard drive replacements, and replacement administrative vehicle. The revenue will be coming from an American Rescue Plan (ARP) Capital Purchase grant and CARES Act grant, both of which have been approved. The grants will reimburse the cost of the purchases at 100%; no local match is required.

09/09/2022

Department Head

Date

County Manager

Date

County Commissioners/Chairman

Date

Journal Entry Number

Date





STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

June 20, 2022

Mr. Jason Jones, Chairman  
Craven County  
406 Craven Street  
New Bern, North Carolina 28560-4971

RE: FY22 American Rescue Plan Act Program  
Project No: 22-AP-029  
WBS Element No: 50371.15.1.3  
Period of Performance: 03/03/2022 – 06/30/2023  
Agreement Number: 2000060865

Dear Mr. Jones:

On March 3, 2022, the Board of Transportation approved your organization's request for a FY22 American Rescue Plant Act Grant in the amount of \$68,276. The agreement to be executed between Craven County and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Brumfield".

Ryan Brumfield  
Director

RB\mf

Attachments

Mailing Address:  
NC DEPARTMENT OF TRANSPORTATION  
INTEGRATED MOBILITY DIVISION  
1550 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1550

Telephone: (919) 707-4670  
Fax: (919) 733-1391  
Customer Service: 1-877-368-4968

Website: [ncdot.gov](http://ncdot.gov)

Location:  
1 SOUTH WILMINGTON STREET 2  
RALEIGH, NC 27601

# DOT

U.S. Department of Transportation

# FTA

Federal Transit Administration

## Award

<b>Federal Award Identification Number (FAIN)</b>	NC-2020-044-00
<b>Temporary Application Number</b>	7278-2020-2
<b>Award Name</b>	FY2020-2024 CARES Act Sec 5307 for Operating Assistance and Capital, CARTS; Craven Co. NC
<b>Award Status</b>	Active (Executed)
<b>Award Budget Number</b>	0

<b>Period of Performance Start Date</b>	8/6/2020	
<b>Original Period of Performance End Date</b>	3/30/2026	
<b>Current Period of Performance End Date</b>	3/30/2026	Revision #: 0

## Part 1: Recipient Information

**Name: Craven County Government**

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
7278	County Agency	CRAVEN COUNTY GOVERNMENT		091564294

Location Type	Address	City	State	Zip
Headquarters	406 CRAVEN ST	NEW BERN	NC	28560
Physical Address	406 CRAVEN ST	NEW BERN	NC	28560
Mailing Address	406 CRAVEN ST	NEW BERN	NC	28560

## Union Information

There are no union contacts for this application

## Part 2: Award Information



<b>Title: FY2020-2024 CARES Act Sec 5307 for Operating Assistance and Capital, CARTS; Craven Co. NC</b>
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FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
NC-2020-044-00	Active (Executed)	Grant	6/16/2020	6/16/2020	No

**Award Executive Summary**

This is a FFY2020-2024 Section 5307 application in the amount of \$1,860,043 (100% Federal Share), utilizing CARES Act funding to help respond to and recover from the COVID-19 pandemic. This application is for operating expenses, preventive maintenance, replacement vehicles, bus stop signs, and bus stop amenities. Craven County/CARTS has not received funding from FEMA or any other Federal Agency for projects identified in this application. Craven County/CARTS agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, Craven County/CARTS will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company. Insurance is non-applicable for this project. The Operational Expenses requested in this application were determined using the provided budget. Craven County/CARTS understands that the expenses requested in this application are subject to review for their reasonableness as part of the agency's next Triennial Review.

CARTS may utilize NC-2018-033 operating assistance concurrently for operating expenses not included in this project.

Craven County/CARTS will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

Craven County/CARTS will ensure contractors procured will not be on the FTA Suspension and Debarment list.

**Frequency of Milestone Progress Reports (MPR)**

Annual

**Frequency of Federal Financial Reports (FFR)**

Annual

**Does this application include funds for research and/or development activities?**

This award does not include research and development activities.

**Pre-Award Authority**

This award is using Pre-Award Authority.

**Does this application include suballocation funds?**

Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

**Will this Grant be using Lapsing Funds?**

No, this Grant does not use Lapsing Funds.

**Will indirect costs be applied to this application?**

This award does not include an indirect cost rate.

*Indirect Rate Details: N/A*

**Requires E.O. 12372 Review**

No, this application does not require E.O. 12372 Review.

**Delinquent Federal Debt**

No, my organization does not have delinquent federal debt.

**Award Point of Contact Information**



First Name	Last Name	Title	E-mail Address	Phone
		elizabeth.orr@dot.gov	Community Planner	
		guanying.lei@dot.gov	General Engineer	
Kelly	Walker	Transportation Director	kwalker@cravencountync.gov	252-636-4917

## Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$1,860,043
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$1,860,043</b>

## Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NC-2020-044-01-00	300-00 (300-A1) OPERATING ASSISTANCE	\$120,931.00	\$0.00	\$120,931.00	0
NC-2020-044-01-00	30.09.08 EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$120,931.00	\$0.00	\$120,931.00	0
NC-2020-044-02-00	114-00 (114-A3) BUS: SUPPORT EQUIP AND FACILITIES	\$8,500.00	\$0.00	\$8,500.00	1
NC-2020-044-02-00	11.42.11 ACQUIRE - SUPPORT VEHICLES	\$8,500.00	\$0.00	\$8,500.00	1
NC-2020-044-02-00	300-00 (300-A2) OPERATING ASSISTANCE	\$336,500.00	\$0.00	\$336,500.00	0

NC-2020-044-02-00		30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$336,500.00	\$0.00	\$336,500.00	0
NC-2020-044-03-00	111-00 (111-A5)		BUS - ROLLING STOCK	\$80,000.00	\$0.00	\$80,000.00	1
NC-2020-044-03-00		11.12.04	BUY REPLACEMENT <30 FT BUS	\$80,000.00	\$0.00	\$80,000.00	1
NC-2020-044-03-00	300-00 (300-A4)		OPERATING ASSISTANCE	\$442,000.00	\$0.00	\$442,000.00	0
NC-2020-044-03-00		30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$442,000.00	\$0.00	\$442,000.00	0
NC-2020-044-04-00	111-00 (111-A7)		BUS - ROLLING STOCK	\$80,000.00	\$0.00	\$80,000.00	1
NC-2020-044-04-00		11.12.04	BUY REPLACEMENT <30 FT BUS	\$80,000.00	\$0.00	\$80,000.00	1
NC-2020-044-04-00	300-00 (300-A6)		OPERATING ASSISTANCE	\$379,500.00	\$0.00	\$379,500.00	0
NC-2020-044-04-00		30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$379,500.00	\$0.00	\$379,500.00	0
NC-2020-044-05-00	300-00 (300-A8)		OPERATING ASSISTANCE	\$412,612.00	\$0.00	\$412,612.00	0
NC-2020-044-05-00		30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$412,612.00	\$0.00	\$412,612.00	0

## Discretionary Allocations

This application does not contain discretionary allocations.

## Sources of Federal Financial Assistance



## CERTIFIED STATEMENT

**FY2023**  
**RURAL OPERATING ASSISTANCE PROGRAM**  
 County of Craven

**WHEREAS**, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Integrated Mobility Division provides funding for the operating cost of passenger trips for counties within the state;

**WHEREAS**, the county uses the most recent transportation plans (i.e., CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

**WHEREAS**, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

**WHEREAS**, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

**WHEREAS**, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race, or gender (FTA C 4702.1B, FTA C 4704.1A, Americans with Disabilities Act 1990); and

**WHEREAS**, the period of performance for these funds will be July 1, 2022 to June 30, 2023 regardless of the date on which ROAP funds are disbursed to the county.

**NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Craven North Carolina certify that the following statements are true and accurate:**

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low-income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality, and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.



- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2023 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Regional Grant Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in monthly reports to NCDOT – Integrated Mobility Division or its designee. **Back-up documentation is required to support the monthly reports, failure to provide documentation will affect future disbursements. The June report will be considered the annual report.**
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amount of FY2023 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly and Disabled Transportation Assistance Program (EDTAP)	<u>\$93,558</u>	<u>\$93,558</u>
Employment Transportation Assistance Program (EMPL)	<u>\$24,412</u>	<u>\$24,412</u>
Rural General Public Program (RGP)	<u>\$87,923</u>	<u>\$87,923</u>
<b>TOTAL</b>	<b><u>\$205,893</u></b>	<b><u>\$205,893</u></b>

**WITNESS my hand and county seal, this 19th day of September , 2022 .**

\_\_\_\_\_  
Signature of County Manager/Administrator

\_\_\_\_\_  
Signature of County Finance Officer

\_\_\_\_\_  
Printed Name of County Manager/Administrator

\_\_\_\_\_  
Printed Name of County Finance Officer

State of North Carolina County of

*County Seal Here*

# Application for Transportation Operating Assistance

## *FY2023 Rural Operating Assistance Program (ROAP) Funds*

Name of Applicant (County)	Craven County
County Manager	Jack Veit, III
County Manager's Email Address	jveit@cravencountync.gov
County Finance Officer	Craig Warren
CFO's Email Address	cwarren@cravencountync.gov
CFO's Phone Number	252-636-6603
Person Completing this Application	Kelly Walker-Cuthrell
Person's Job Title	Transportation Director
Person's Email Address	<a href="mailto:kwalker@cravencountync.gov">kwalker@cravencountync.gov</a>
Person's Phone Number	252-636-4917
Community Transportation System	CARTS
Name of Transit Contact Person	Kelly Walker-Cuthrell
Transit Contact Person's Email Address	kwalker@cravencountync.gov

Application Completed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

**I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines. I certify and understand that if the monthly and annual milestone reports and any other status reports required by the Integrated Mobility Division (IMD) are not submitted on or before the due dates, the next scheduled disbursement will be held until all reports are submitted.**

**I further certify that ROAP funds will only be used for program purposes to provide trips and will not be used for Administrative or Operational expenses. If it is determined that ROAP funds have been misused, repayment of funds must be made.**

Transit Director: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

County Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

County Finance Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature



## Application Instructions

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

- The application must be completed by an official of the county or his/her designee.
- Click on the **gray rectangle** and type each answer. If necessary, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-IMD Regional Grant Specialist assigned to the area served by the transit system.

### FY2023 ROAP Program Schedule

**Application Deadline**

**September 30, 2022**

**Anticipated Funds Disbursement**

**Week of October 31, 2022**

**\*Counties with unspent FY22 funds will retain the funds and the disbursement will be adjusted accordingly.**

**\*Monthly reports are due via SmartSheet 45 days following reporting period (i.e., July reporting period, report due September 15<sup>th</sup>)**

### County's Management of ROAP Funds

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process
- **ROAP funds are expended only on eligible activities as described in Appendix A of the ROAP Guidance.**
- **Supporting documentation of expenditures by all sub-recipients is required.**
- Service recipients meet eligibility requirements, and their eligibility is documented.
- Trips funded with ROAP funding are monitored and evaluated throughout the period of performance.
- An accounting of trips and expenditures is provided on a monthly basis to IMD with supporting documents.
- ROAP funds received and expended are included in the local annual audit.

ROAP funds shall be disbursed in the traditional program allocations in each of the ROAP programs, however, if it is determined that a lump-sum payment can be made to the County, IMD reserves the right to change the method of distributing the funds. Counties have the flexibility to determine how the funding will be used to meet the needs of the citizens and how to sub-allocate the funding to meet the transportation needs, but the guidelines for each program used must be followed and trips accounted for by program used.

Transportation Needs and Public Involvement in Funding Decisions	Yes	No
A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the Community Transportation System, to recommend how the ROAP funds should be sub-allocated?	<b>X</b>	



B. Were outreach efforts conducted to inform agencies about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided how to sub-allocate the ROAP funds?	X	
C. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?	X	
<b>Financial Management of ROAP Funds</b>	<b>Yes</b>	<b>No</b>
D. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?		X
E. If yes, does the county have a written agreement with these agencies that addresses the proper use, return and accountability of these funds? <i>(Include a sample agreement with application)</i>		
F. Do any of the organizations or departments receiving ROAP funds plan to use private transit contractors to provide the ROAP funded trips? <i>(Their procurement practices will need to meet all federal and state requirements for procurement of professional services.)</i>		X
G. Are ROAP funds deposited in an interest-bearing account?	X	
H. Does the county provide local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?		X
<b>Monitoring and Oversight Responsibilities</b>	<b>Yes</b>	<b>No</b>
I. Subrecipients of ROAP funds are required to provide sufficiently detailed progress reports and statistical data about trips provided and rider eligibility with ROAP funds. How frequently are these provided to the county? In what format? The County must be prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at a specific cost.  What form of documentation is collected? <b>Monthly report to the county manager</b>	X	
J. Does the county require the subrecipients of ROAP funds to use the coordinated transportation services of the federally funded Community Transportation System operating in the county?	X	
K. Will any of the subrecipients use their ROAP sub-allocation as matching funds for any of the following programs? <i>(Matching funds for operating assistance or purchase of service only.)</i> 5310 – Elderly Individuals and Individuals with Disabilities Program Possibly 5311 - Non-urbanized Area Formula Program No 5316 – Job Access and Reverse Commute Program (JARC) No 5317 – New Freedom Program No		
L. Will any of the subrecipients charge a fare for a ROAP funded trip? Yes		
M. Describe the eligibility criteria to be used in this county to determine who will be provided ROAP funded trips. What documents are used to determine eligibility? Located within Craven County verified by the address; Employment related trips are verified by the pickup or drop off location being consistent with employment related activities; Elderly and Disabled trips allow for verification of age or disability using reasonable means of verification such as identification card, Medicare card, social worker or medical provider.		
N. Since the subrecipient can only use RGP funds to pay for 90% of the cost of a trip, will the Community Transportation System use fare revenue to generate the local 10% match requirement for RGP funds?	Yes	



**Craven Area Rural Transit System  
PUBLIC TRANSPORTATION**

2822 Neuse Blvd.  
New Bern, North Carolina 28562  
Phone: 252-636-4917 - Fax: 252-636-4919  
1-800-735-2962 TDD/TTY  
Email: [carts@cravencountync.gov](mailto:carts@cravencountync.gov)



September 19, 2022

Mr. Ryan Brumfield  
Director  
NCDOT – Integrated Mobility Division  
Mail Service Center 1550  
Raleigh, NC 27699-1550

Dear Mr. Brumfield,

As the County Manager for Craven County, I am submitting a request for \$130,920 of SMAP funding for Fiscal Year 2022-2023. The allocation will be spent per the program guidelines. The local match amount will be equal to or greater than the SMAP funds accepted.

CARTS has an unspent amount of \$122,711 FY2022 SMAP funding as of June 30, 2022. This is due to the availability of 5307 CARES Act in FY2022. The \$8,209 spent in FY2022 was used to support the fixed routes and ADA complementary paratransit service.

CARTS is a department of Craven County and is expected to be self-sufficient. By using FY2022 SMAP and CARES Act funding, CARTS was able to maintain self-sufficiency without increasing the cost of service to passengers and/or contract agencies.

Sincerely,

Jack B. Veit, III  
County Manager

# SMAP Application Budget

System Name:

Fiscal Year Apportionment:

2023

Total SMAP Allocation:

Local Match must be the same as the amount of funds you accept from the formula:

Example: 100% of formula amount accepted, local match is 100% of formula amount

The SMAP allocation cannot exceed the local commitment and must be reduced if the local commitment is less.

Project Type	Budgeted Amount (Initial)	Expenses	Budgeted Amount (Final) Due XXXX
<i>Please insert itemized G-codes below</i>	<i>Insert the budgeted amount FY 2023</i>	<i>Add expenses below</i>	<i>Formula will calculate remaining funds below for final Budget</i>
Operating			
G120		\$	-
G181		\$	-
G183		\$	-
G182		\$	-
G189		\$	-
G310		\$	-
G321		\$	-
G325		\$	-
G330		\$	-
G370		\$	-
G340		\$	-
G251		\$	-
G260		\$	-
G510		\$	-
G449		\$	-
G491		\$	-
G420		\$	-
G520		\$	-
G440		\$	-
G490		\$	-
G450		\$	-
Preventive Maintenance		\$	-
Match on 5307 eligible expenses		\$	130,920
		\$	-
		\$	-
		\$	-
TOTAL		\$	130,920

Initial Budget- the above SMAP budget is true and accurate to the best of my ability.

Financial Manager Signature needed  
(with application)

Final Budget- the above SMAP budget's expenses and revenue is true and accurate to the best of my ability.

Financial Manager Signature needed (as  
final report XXXXXXXXX)



**STATE MAINTENANCE ASSISTANCE PROGRAM FOR  
URBAN, SMALL URBAN, AND REGIONAL TRANSIT SYSTEMS**

**CERTIFIED STATEMENT**

Pursuant to Article 2B of Chapter 136 of the North Carolina General Statutes which designates the Department of Transportation as the agency of the State of North Carolina responsible for administering all federal and/or state programs relating to public transportation, and grants the Department authority to do all things required under applicable federal and/or state legislation to administer properly the public transportation programs within the State of North Carolina, the North Carolina Board of Transportation has approved a formula for allocation of State Maintenance Assistance Program funds to urban, small urban and regional transportation systems for Fiscal Year 2023.

This statement certifies that the following is accurate and complete to the best of the knowledge of the signatory including:

1. The FY 2022 allocation of \$ \_\_\_\_\_ was spent by June 30, 2022 OR \$122,711 is unspent. This is due to the availability of 5307 CARES Act funding.
2. The amount of the state allocation expended will not exceed the amount of local share provided in the year in which the allocation is expended.

The local share amount provided for FY 2023 is \$130,920 and will be provided  
from contract revenue and sales of advertising space.

3. The funds received will be used in a manner consistent with the use of federal transit urbanized formula program funds and only for eligible transit operating expenses as described in FTA Circular 9030.1E, Urbanized Area Formula Program Grant Applications Instructions, dated January 16, 2014, FTA Circular 5010.1E, Grant Management Requirements, dated July 16, 2018 and the FY2023 Program Guidance.
4. These funds will be used to: cover the 50% of the local match portion of 5307 funding.
5. The FY2023 allocation received will be spent by the end of FY2023 (by June 30, 2023), not considering any affect of CARES Act funding if available.
6. Information regarding use of the funds will be provided at such time and in such manner as the Department may require.

WITNESS my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

I hereby certify that, to the best of my knowledge the information in this Certified Statement is complete and accurate.

\_\_\_\_\_  
Chairman, Craven County Board of Commissioners

Attest:

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

(seal)



FISCAL YEAR 2022-2023

DISTRIBUTION:

ORIGINAL: FINANCE  
DUPLICATE: DEPARTMENT

## BUDGET AMENDMENTS

1. Fund: **GENERAL**

2. Department: **HEALTH** Adult Primary Care

[illegible]

Justification or Explanation of Change:

CCHD has received \$65,500 in ARPA funding to further enhance our health care services. Funding will be used to cover the expense of our newly hired Nurse Practitioner.

Nicole Sullivan

Department Head

9/2/2022

Date \_\_\_\_\_

County Manager

Date \_\_\_\_\_

County Commissioners/Chairman

Date \_\_\_\_\_

Journal Entry Number

Date \_\_\_\_\_



**Department of Health and Human Services**  
Health Resources and Services Administration

Notice of Award  
FAIN# H8F40929  
Federal Award Date: 08/02/2022

**Recipient Information**

1. Recipient Name  
CRAVEN COUNTY GOVERNMENT  
406 CRAVEN ST  
NEW BERN, NC 28560-4911
2. Congressional District of Recipient  
03
3. Payment System Identifier (ID)  
1566000290A1
4. Employer Identification Number (EIN)  
566000290
5. Data Universal Numbering System (DUNS)  
091564294
6. Recipient's Unique Entity Identifier  
LTZ2U8LZQ214
7. Project Director or Principal Investigator  
Scott Harrelson  
Health Director  
sharrelson@hotmail.com  
(252)636-4960
8. Authorized Official  
Scott Harrelson  
Director  
sharrelson@cravencountync.gov  
(252)636-4920

**Federal Agency Information**

9. Awarding Agency Contact Information  
Terry R Hatchett  
Grants Management Specialist  
Office of Federal Assistance Management (OFAM)  
Division of Grants Management Office (DGMO)  
thatchett@hrsa.gov  
(301) 443-7525
10. Program Official Contact Information  
Betty J Davis  
Investment Oversight Advisor  
Bureau of Primary Health Care (BPHC)  
bdavis@hrsa.gov  
(301) 945-9461

**Federal Award Information**

11. Award Number  
3 H8FCS40929-01-01
12. Unique Federal Award Identification Number (FAIN)  
H8F40929
13. Statutory Authority  
American Rescue Plan Act of 2021 (P.L. 117-2)
14. Federal Award Project Title  
American Rescue Plan Act Funding for Health Centers
15. Assistance Listing Number  
93.224
16. Assistance Listing Program Title  
Community Health Centers
17. Award Action Type  
Competing Supplement
18. Is the Award R&D?  
No

**Summary Federal Award Financial Information**

19. Budget Period Start Date 04/01/2021 - End Date 03/31/2023
20. Total Amount of Federal Funds Obligated by this Action **\$65,500.00**
  - 20a. Direct Cost Amount
  - 20b. Indirect Cost Amount
21. Authorized Carryover \$0.00
22. Offset \$0.00
23. Total Amount of Federal Funds Obligated this budget period \$1,670,750.00
24. Total Approved Cost Sharing or Matching, where applicable \$0.00
25. Total Federal and Non-Federal Approved this Budget Period \$1,670,750.00
26. Project Period Start Date 04/01/2021 - End Date 03/31/2023
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period \$1,670,750.00

28. Authorized Treatment of Program Income  
Addition
29. Grants Management Officer – Signature  
Elvera Messina on 08/02/2022

**30. Remarks**





Notice of Award  
Award Number: 3 H8FCS40929-01-01  
Federal Award Date: 08/02/2022

**Bureau of Primary Health Care (BPHC)**

<b>31. APPROVED BUDGET: (Excludes Direct Assistance)</b> <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation		<b>33. RECOMMENDED FUTURE SUPPORT:</b> (Subject to the availability of funds and satisfactory progress of project)																																															
		<table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td colspan="2">Not applicable</td> </tr> </tbody> </table>		YEAR	TOTAL COSTS	Not applicable																																											
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		<b>36. OBJECT CLASS</b> 41.51																																															
		<b>37. BHCNIS#</b> 04E01146																																															
<b>32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:</b>																																																	
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<b>38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:</b> a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.																																																	
<b>39. ACCOUNTING CLASSIFICATION CODES</b>																																																	
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## HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

## Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

### Grant Specific Term(s)

1. This Notice of Award provides one-time funding for use during your ARP H8F period of performance (until March 31, 2023). Funding must be used for the purposes described in the FY 2022 American Rescue Plan Uniform Data System Patient-Level Submission (ARP-UDS+) Notice of Funding Opportunity, as set forth in the applicable law, and may support a wide range of in-scope activities consistent with these purposes:
  - COVID-19 Vaccination Capacity — Support to plan, prepare for, promote, distribute, administer, and track COVID-19 vaccines, and to carry out other vaccine-related activities, including outreach and education.
  - COVID-19 Response and Treatment Capacity – Support to detect, diagnose, trace, monitor, and treat COVID-19 infections and related activities necessary to mitigate the spread of COVID-19, including outreach and education.
  - Maintaining and Increasing Capacity – Support to establish, modify, enhance, expand, and sustain the accessibility and availability of comprehensive primary care services to meet the ongoing and evolving needs of the service area and vulnerable patient populations, including expanding analytics and/or reporting capacity needed to support primary care services.
  - Recovery and Stabilization – Support for ongoing recovery and stabilization, including enhancing and expanding the health care workforce and services to meet pent up demand due to delays in patients seeking preventive and routine care; address the behavioral health, chronic conditions, and other needs of those who have been out of care; and support the well-being of personnel who have been on the front lines of the pandemic.
  - Infrastructure – Modify and improve physical infrastructure, including purchase of mobile units and vehicles, to enhance or expand access to comprehensive primary care services, including costs associated with facilitating access to mobile testing and vaccinations, as well as other primary care activities. As noted under ARP-UDS+ ineligible costs, for purposes of this supplemental award, "infrastructure" does not include minor or major alteration and renovation, construction, and capital improvement costs.

This award includes additional funding beyond what was requested in your application. This additional funding was added to the Other object class category of your approved budget. You must use these additional funds to implement activities aligned with your ARP-UDS+ application, including the ARP-UDS+ budget request, or revisions, if applicable, understanding that activities may change as the needs of your organization, patients, or community evolve over the course of the period of performance. You must request prior approval from HRSA if any of the additional funds will be used to purchase equipment. Equipment is defined as tangible property (including information technology systems) that have a useful life of more than one year and a per-unit acquisition cost of at least \$5,000. Contact the grants management specialist listed on this Notice of Award with questions about prior approval requests.

2. ARP-UDS+ funds may be used to purchase supplies necessary for use by health center patients to access in-scope services via telehealth or virtual care or to support such services via remote monitoring technology. Items may include health and wellness-related technology hardware and software, computer and mobile phone applications, and devices that support patient participation in virtual appointments, remote home monitoring, and engagement in care through telemedicine. If you choose to use HRSA funds to purchase supplies for these purposes, be aware that funds may not be used to provide these items as incentives to individuals to induce them to select the health center as their provider. Additionally, you must ensure such purchases align with your organization's policies and procedures, and maintain appropriate records and cost documentation as required by [45 CFR §75.302](#). HRSA encourages you to review the following guidance on the federal anti-kickback and physician self-referral law. In particular, you cannot provide incentives conditioned on an individual's past or anticipated future use of services that are reimbursable in whole or in part by federal health care programs. For specific inquiries, please contact [OIGComplianceSuggestions@oig.hhs.gov](mailto:OIGComplianceSuggestions@oig.hhs.gov).

- [Office of Inspector General Safe Harbor Regulations](#)
- [Final Rule: Safe Harbor for Federally Qualified Health Centers Arrangements Under the Anti-Kickback Statute](#)



- [Office of Inspector General Fraud and Abuse Laws](#)

All prior terms and conditions remain in effect unless specifically removed.

## Contacts

### NoA Email Address(es):

Name	Role	Email
Scott Harrelson	Business Official, Authorizing Official, Program Director, Point of Contact	sharrelson@cravencountync.gov, sharrelson@hotmail.com

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).



## BUDGET AMENDMENTS

2. Department: **HEALTH** Misc Depts

3. Revenue Account Number(s)	Amount	4. Expenditure Account Number(s)	Amount
1010000-39901 Fund Balance	47,437	1014350-42601 M&R Building/Grounds	32,937
		1014350-47302 C/Outlay Other Improvements	12,500
		1014350-47321 C/Outly \$500-\$4999	2,000
		1014710-43240 Other Supplies	1,000
		1014710-41515 Dues/Subscriptions	350
		1014712-43240 Other Supplies	750
1010000-39901 Fund Balance	96,100	1015010-42500 Travel/Training	500
		1015010-42601 M&R Building/Grounds	20,000
		1015010-43240 Other Supplies	3,800
		1015010-47301 C/Outly Over \$5K	53000
		1015010-47321 C/Outlay \$500-\$4999	16,700
1010000-39901 Fund Balance	4,900	1015020-47321 C/Outlay \$500-\$4999	4,900
1010000-39901 Fund Balance	7,395	1015030-43208 Medical Supplies	2,100
		1015030-47321 C/Outlay \$500-\$4999	5,295
1015040-39902 Fund Balance	8,744	1015040-47321 C/Outlay Over \$5K	8,744
1015050-39902 Fund Balance	5,600	1015050-47321 C/Outlay \$500-\$4999	5600
1015080-39901' Fund Balance	2,800	1015080-47321 C/Outlay \$500-\$4999	2,800
1015090-39901 Fund Balance	31,306	1015090-43240 Other Supplies	3500
		1015090-43101 Fuel & Other	6
		1015090-47301 C/Outlay Over \$5K	26,000
		1015090-47321 C/Outlay \$500-\$4999	1800
<b>Total:</b>	204,282	<b>Total:</b>	204,282

Utilization of revenues earned from last fiscal year to purchase items needed in FY23. Attached is a detailed list which includes items needed for the Animal Shelter, trainings expenses & supplies for Environmental Health, upgrades to our building, and administrative & clinical supplies and equipment.

Department Head

Date \_\_\_\_\_

County Manager

Date \_\_\_\_\_

County Commissioners/Chairman

---

Date

Journal Entry Number

Date \_\_\_\_\_

# FY 2023 DETAILED LIST OF ITEMS REQUESTED

DESCRIPTION	AMOUNT	DEPT	ACCOUNT #	JUSTIFICATION
Electric and plumbing for washer & dryer and relocating on the Autoclave	\$1,500	Animal	1014350-42601	Additional electrical and plumbing is needed for adding a second set of washer and dryer.
Duress system	\$3,056	Animal	1014350-42601	Safety
Hardware for doors	\$3,000	Animal	1014350-42601	Per Mtnc: 6 locks, 5 electric strikes, 7 cores/cylinders
New Signs	\$1,000	Animal	1014350-42601	Per Mtnc: New signs are needed
Camera and Doors Control	\$24,381	Animal	1014350-42601	Safety
Network Switch	\$12,500	Animal	1014350-47302	The additional cameras and duress system will require an additional switch
Washer and Dryer	\$2,000	Animal	1014350-47321	Adding a second set of Washer and Dryer to be more efficient with getting the laundry done.
Tool Box with mounting kit	\$500	Env'tal	1014710-43240	Secure area for tools that are needed in the field
Munsell Soil Books x 2	\$500	Env'tal	1014710-43240	Books to identify different soil types
Exam Fee	\$350	Env'tal	1014710-41515	Exam fee for new employee to become registered Environmental Health Specialist
Fisherbrand Traceable HI-Accuracy	\$150	Env'tal Lab	1014712-43240	The traceable HI-Accuracy Thermometer that is used in incubator temperature QA/QC calibration is by law replaced every 5 years. It is due to be replaced this year.
PH Meter	\$350	Env'tal Lab	1014712-43240	The pH electrode used to test all media for QA/QC purposes is greater than 5 years old and it's calibration slope is down to 97%. By law it is to be replaced when the calibration slope is 95%.
Bacti-Incubator	\$250	Env'tal Lab	1014712-43240	In the past 2 years, I have had days when I've reached maximum capacity in the compliance incubator. In order to move samples into the backup incubator, it must have a data logger.
Training For Vital Records	\$500	Admin	1015010-42500	Training needed for a new person once the current person retires in Nov
Grounds upgrade	\$8,000	Admin	1015010-42601	Grounds update also to include removal of Bradford Pear Trees
Cabinet in upstairs breakroom	\$4,000	Admin	1015010-42601	One side was replaced in FY22. Requesting other side to be replaced for consistency.
Cameras	\$3,000	Admin	1015010-42601	Blind spot in the back parking area
LED Lighting	\$5,000	Admin	1015010-42601	Placed outdated can lights under awing at the front of the building
Elevator Upgrade	\$53,000	Admin	1015010-47301	Request per Mtnc
Office Furniture	\$18,500	Admin	1015010-43240 (\$3,800) 1015010-47321 (\$14,700)	Furniture for Administration, Records Room and Check-In
Flammable Cabinet	\$2,000	Admin	1015010-47321	Safety Issue- Need a larger Cabinet
elviewer	\$4,900	Clinical Lab	1015020-47321	To help with patients that have hard to find veins
Midwest Low Speed Auto chuck x2	\$850	Dental	1015030-43208	\$425 each
Attachment Contra angle Sheath for Midwest Shorty & Rhino x2	\$650	Dental	1015030-43208	\$325 each
Ultramat 2 Amajamator Computerized	\$600	Dental	1015030-43208	Needed for dental unit
Shorty Two Speed Air RPM x2	\$2,500	Dental	1015030-47321	\$1,250 each
Midwest Phonenz High Speed Handpiece Fiber Optic For ATC Backend	\$1,800	Dental	1015030-47321	Replace current model
Zirix Isolite	\$995	Dental	1015030-47321	Needed for dental unit
Ultrasound System	\$8,744	Maternity	1015040-47301	Needed for maternity clinic
Blood Pressure Monitors with stand x3	\$8,400	Child Health Family Planning	1015050-47321 (\$5,600) 1015080-47321 (\$2,800)	Current monitors are broken and nurses are completing them manually
Chairs for Hospice Boardroom & Meeting Room	\$3,500	Hospice	1015090-43240	To replace chairs in two meeting rooms that are over 30 years old
Toyota Camry + \$6 tags	\$26,006	Hospice	1015090-47301 (\$26,000) 1015090-43101 (\$6)	To replace an old sheriff's car (#326). It has over 160,500 miles.
Desk	\$1,800	Hospice	1015090-47321	For Hospice Volunteer Coordinator (Rachel Hines)

\$204,282



**MEMORANDUM**

To: Donald Baumgardner, Director of Planning & Inspections  
From: Chip Bartlett AICP, Project Manager  
Date: August 24, 2022  
Re: selection of Legal Services Provider for the 2021 CDBG-NR Program

**Background**

Craven County has received CDBG-Neighborhood Revitalization (CDBG-NR) funds to assist 4 (four) residential homes with severe needs. In July 2022, we solicited proposals from several firms to provide the required legal services required to implement this program. We only received (1) proposal which was from Sumrell Sugg.

A 2<sup>nd</sup> RFP was then sent out on August 2022 during which we received proposals from (2) firms; Sumrell Sugg and Grady/Quattlebaum, PLLC.

Both firms are highly qualified and especially experienced with Craven County Community Development programs. Sumrell Sugg submitted a per title opinion fee of \$500 plus any 3<sup>rd</sup> party cost not to exceed \$75 each, \$275 per hour for legal services and a turnaround time of 20 days. Grady/Quattlebaum submitted a per title opinion fee of \$750, \$200 per hour for legal services and a turnaround time of 10 days.

Although the per title fee from Grady/Quattlebaum is higher, their hourly rate is less and the response time is half that of Sumrell Sugg. Based on these factors we recommend Grady/Quattlebaum, PLLC.

**Required Action**

Approve execution of standard CDBG-NR Professional Services Contract with the recommended firm by the County Manager.



**Craven County CDBG-Neighborhood Revitalization Program  
Summary Rating Sheet for Legal Services Proposals**

<u>Rating Factor</u>	<u>Max Points</u>	<u>Firms</u>			
		<b>Sumrell Sugg</b>	<b>Grady /Quattlebaum, PLLC</b>		
Experience in Craven County	25	25	25		
Community development experience	25	25	25		
Average response time	25	10	20		
Cost-effectiveness	25	20	15		
<b>Total Points</b>	<b>100</b>	80	85		

Notes: Each firm is highly qualified and particularly experienced with Craven County Community Development programs. Sumrell Sugg submitted a per title opinion fee of \$500 plus any 3<sup>rd</sup> party cost not to exceed \$75 each, \$275 per hour for legal services and a turnaround time of 20 days. Grady/Quattlebaum submitted a per title opinion fee of \$750, \$200 per hour for legal services and a turnaround time of 10 days. Although the per title fee from Grady/Quattlebaum is higher, their hourly rate is less and the response time is half that of Sumrell Sugg therefore we recommend the Legal Services Contract be awarded to Grady/Quattlebaum, PLLC.

Rated By:

Chip Bartlett, AICP      Date: 6/24/2022



## BUDGET AMENDMENTS

DISTRIBUTION:

ORIGINAL: FINANCE  
DUPLICATE: DEPARTMENT

**1. Fund: General**

## 2. Department: Planning

[illegible]

**Justification or Explanation of Change:**

As a result of Craven County's efforts of working with the Division of Coastal Management Resilient Coastal Community Program (RCCP), the county was awarded \$45,000 to perform a Living Shoreline Study within the Neuse and Trent River basins.

Donald R Baumgardner 9/12/22

Department Head

Date \_\_\_\_\_

County Manager

Date \_\_\_\_\_

County Commissioners/Chairman

Date \_\_\_\_\_

Journal Entry Number

Date \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

GRANTEE'S FEDERAL  
IDENTIFICATION  
NUMBER: \*\*0290

## North Carolina Department of Environmental Quality Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **CRAVEN COUNTY** (the "Grantee"<sup>1</sup>).

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions, and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
  2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
    - a. State's General Terms and Conditions (Attachment A)
    - b. Department's Request for Proposal ("RFP") (Attachment B)
    - c. Grantee's Response to RFP, including scope of work, line-item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
    - d. Notice of Certain Reporting and Audit Requirements (Attachment D)
- Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.
3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
  4. **Contract Period.** This Agreement shall be effective from **Date of Last Signature** to **February 1, 2023**, inclusive of those dates.
  5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
    - a. Undertake and deliver the grant award project, plan, or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.
    - b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.

<sup>1</sup> The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."



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CRAVEN COUNTY**

- c. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
  - d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.
  - e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
  - f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
  - g. Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
  - h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
  - i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.
6. **Historically Underutilized Businesses.** Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.
- Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330.
7. **Department's Duties.** The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.
8. **Total Award Amount.** The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **FORTY-FIVE THOUSAND DOLLARS (\$45,000)** (the "Total Award Amount"). This amount consists of:

*Funding:*

Type of Funds	Funding Source	CFDA No.
Appropriations	NC Office of Recovery & Resiliency	N/A

*Account Coding Information:*

Dollars	GL Company	GL Account	GL Center
\$45,000	1602	532199	2825-8252-s429

**GRANT CONTRACT NO. CW30623  
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*Grantee Matching Information:*

☒ a. There are no matching requirements from the Grantee.

☐ b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

☐ c. The Grantee's matching requirement is \$, which shall consist of:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

☐ d. The Grantee is committing to an additional \$ to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$45,000**.

**9. Invoice and Payment.** The award funds shall be disbursed to the Grantee in accordance with the following provisions:

- a. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.

**10. Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 1 to June 30.

**11. Availability of Funds.** The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.

**12. Reversion of Unexpended Funds.** The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.

**13. Supplantation of Expenditure of Public Funds.** The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.

**14. Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.



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<b>Grantee Contract Administrator</b>	<b>Department's Contract Administrator</b>
Craig Warren, Finance Director Craven County 406 Craven Street New Bern, NC 28560 Telephone: 252-636-6603 Fax: Email: mhardy@cravencountync.gov	Mackenzie Todd DCM 400 Commerce Drive Morehead City, NC 28557 Telephone: 252-515-5434 Fax: Email: mackenzie.todd@ncdenr.gov

15. **Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder.
16. **Procurement.** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
- None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
  - In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
  - The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147-86.60.
17. **Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.
18. **Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, as amended;

Civil Rights Restoration Act of 1987, as amended;

Section 504 of the Rehabilitation Act of 1973, as amended;

Age Discrimination Act of 1975, as amended;

Titles II and III of the Americans with Disabilities Act of 1990, as amended;

Title IX of the Education Amendments of 1972, as amended;

Part III of Executive Order No. 11246 (September 24, 1965), as amended; and

Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).



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CRAVEN COUNTY**

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

19. **E-Verify.** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
20. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
21. **Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
22. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

GRANT CONTRACT NO. CW30623  
CRAVEN COUNTY

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

CRAVEN COUNTY

NORTH CAROLINA DEPARTMENT OF  
ENVIRONMENTAL QUALITY

By \_\_\_\_\_  
Grantee's Signature

By \_\_\_\_\_  
Signature of Department Head or Authorized Agent

Craig Warren, Finance Director  
Printed Name and Title

Tommy Kirby, Purchasing Director  
Printed Name and Title

Craven County  
Organization

Financial Services Division, Purchasing and Contracts Section  
Division/Section

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

ORIGINAL

General Terms and Conditions  
Governmental Entities

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in NCGS 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in NCGS 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in NCGS 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.



- (18) "Unit of Local Government has the meaning in NCGS 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

#### **Relationships of the Parties**

**Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

**Subcontracting:** To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

**Sub-grantees:** The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

**Assignment:** The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

#### **Indemnity**

**Indemnification:** In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

**Insurance:** During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 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 performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at



all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

#### **Default and Termination**

**Termination by Mutual Consent:** Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

**Termination for Cause:** If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

**Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

**Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

**Force Majeure:** Neither party is in default of its obligations hereunder if 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.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

#### **Intellectual Property Rights**

**Copyrights and Ownership of Deliverables:** Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

#### **Compliance with Applicable Laws**

**Compliance with Laws:** The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

#### **Confidentiality**

**Confidentiality:** As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

#### **Oversight**

**Access to Persons and Records:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with NCGS 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years



following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

**Record Retention:** The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

**Time Records:** The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

#### Miscellaneous

**Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this Contract.

**Care of Property:** The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Grantee. As it relates to software development or study results, ownership rests with the Agency. In the event that clarification of ownership is required, the Agency Contract Administrator will make the determination.

**Travel Expenses:** All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

**Sales/Use Tax Refunds:** If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

**Recycled Paper:** The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

**Sovereign Immunity:** The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

**Gratuities, Kickbacks or Contingency Fee(s):** The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

**Lobbying:** The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.



**By Executive Order 24, issued by Governor Perdue, and**

**NCGS § 133-32:** It is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

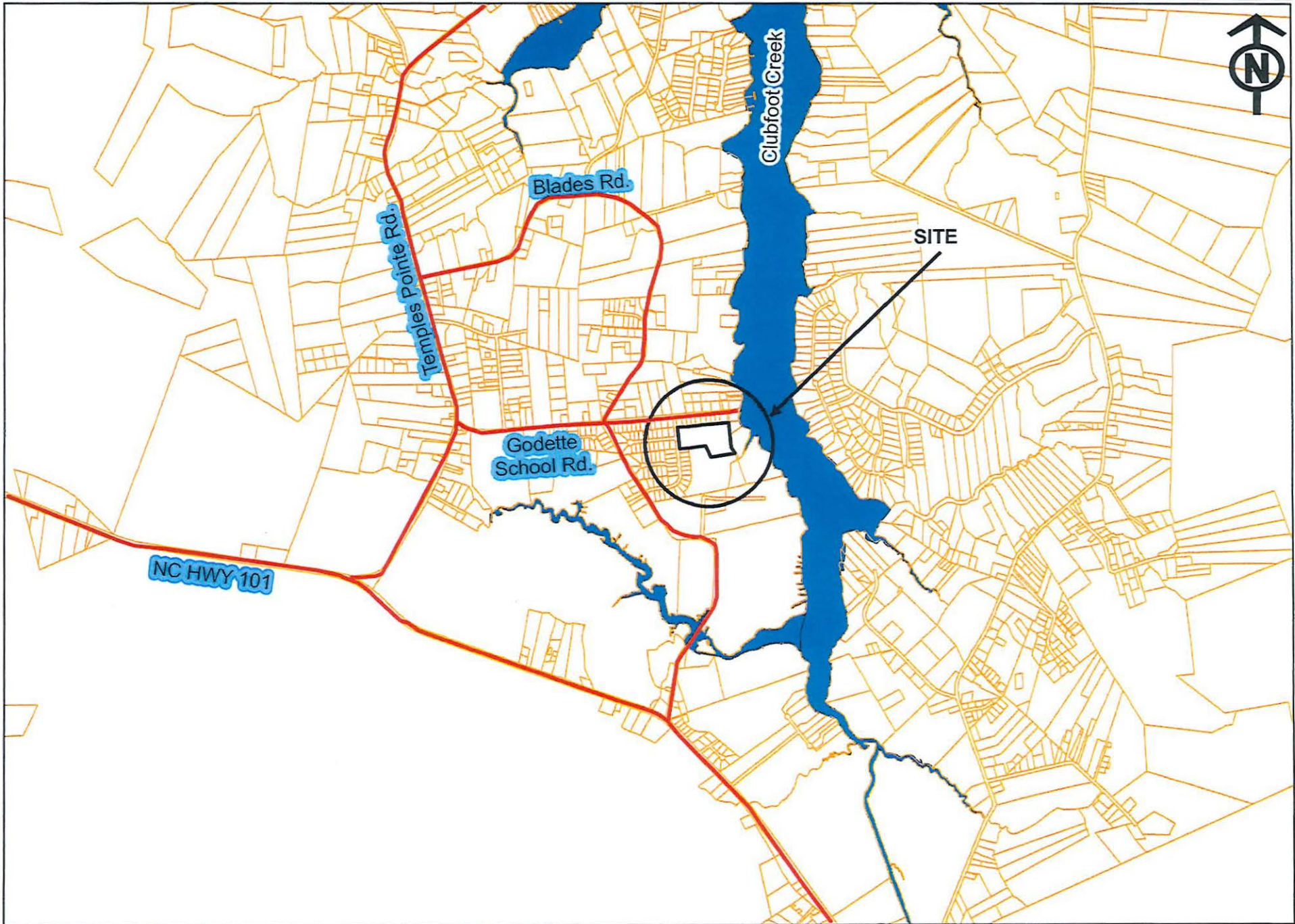
- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and NCGS Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

# The Mill Ph. 3 at Heritage Farms- Final

CRAVEN COUNTY PLANNING DEPT.

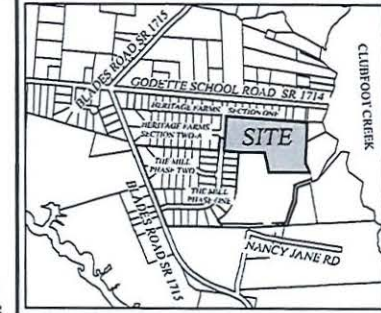




CURVE DATA				
CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C1	39.27	25.00	35.36	S41°00'42"E
C2	23.86	260.00	23.86	S43°22'08"E
C3	76.48	260.00	76.21	S72°17'57"E
C4	76.48	260.00	76.21	S59°26'42"E
C5	76.48	260.00	76.21	S38°15'29"E
C6	76.48	260.00	76.21	S21°44'11"E
C7	18.45	260.00	18.45	S11°16'18"E

CURVE DATA				
CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C8	348.37	260.00	322.88	S47°37'36"E
C9	21.85	35.00	20.73	S26°28'22"E
C10	77.28	50.00	70.17	S01°51'48"W
C11	39.64	50.00	36.81	S68°08'13"W
C12	39.21	50.00	36.23	N66°40'58"W
C13	51.94	50.00	51.36	N13°18'42"W
C14	15.68	50.00	15.59	N28°33'49"E

CURVE DATA				
CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C15	226.23	50.00	22.00	S85°55'00"W
C16	29.85	35.00	28.90	N11°00'00"E
C17	47.17	200.00	47.00	N29°00'34"W
C18	206.57	200.00	197.46	N05°22'59"W
C19	253.89	200.00	237.02	N49°48'23"W
C20	34.23	25.00	35.36	S85°00'18"W
C21	356.62	230.00	321.90	S41°33'32"E

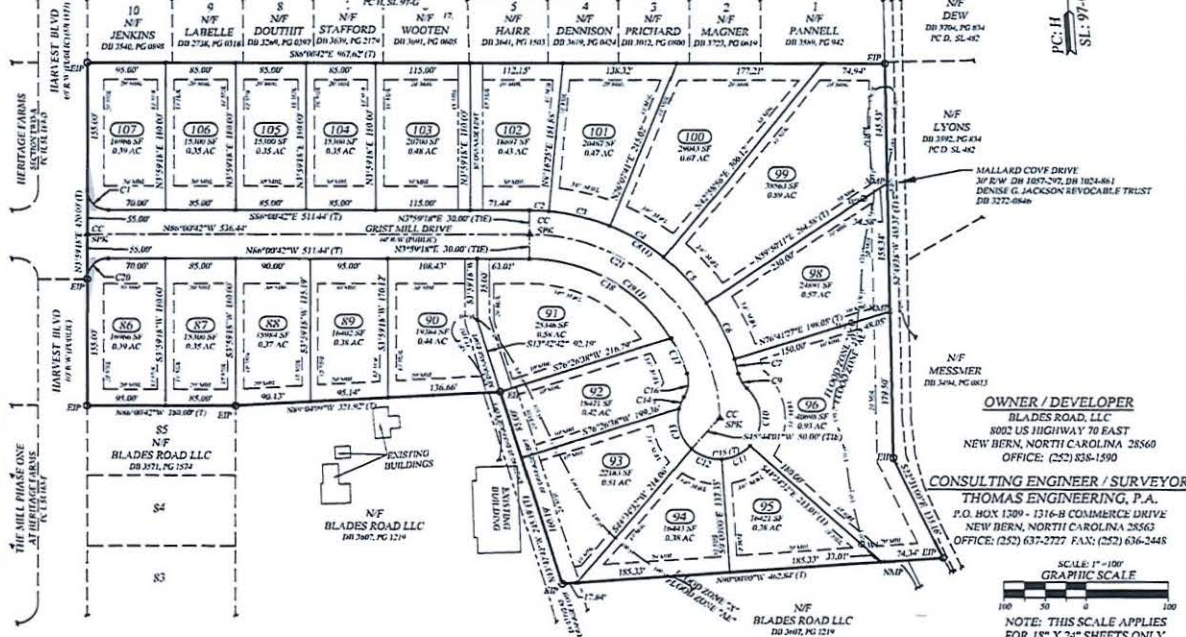


VICINITY MAP 1" = 1000'

### GENERAL NOTES

- PORTIONS OF THIS PROJECT SHALL WITHIN ONE "X" AND ONE "X" AS PER FLOOD INSURANCE RATE MAP # 220600000, DATED JUNE 10, 2005 AS ESTABLISHED BY F.A.A. THIS PROJECT IN NO WAY SUPERSEDES THE ABOVE MENTIONED FIRM STRUTS IN THIS SUBDIVISION SHALL BE PUBLIC AND BE CONSTRUCTED TO MEET STANDARDS AS REQUIRED BY CRAYEN COUNTY SUBDIVISION REGULATIONS. STRUTS SHALL BE OWNED AND MAINTAINED BY THE DEVELOPER UNTIL SUCH TIME THE ROAD IS ACCEPTED FOR MAINTENANCE BY NOTED. THE FOLLOWING RESTRICTIONS SHALL ALSO APPLY:
  - RIGHT-OF-WAY AT INTERSECTIONS SHALL HAVE A RADIUS OF 2500 FEET.
  - RIGHT-OF-WAY AT CUL-DE-SACS SHALL HAVE A RADIUS OF 50.00 FEET WITH A RETURN RADIUS OF 25.00 FEET.
  - STOP SIGN AND ROAD NAME MARKERS SHALL BE INSTALLED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
  - SURFACE WATER DRAINAGE DRAINS AND UTILITY CASING ARE AS FOLLOWS:
    - 15 FOOT CASINGMENTS ALONG RIGHTS-OF-WAY.
    - 15 FOOT CASINGMENTS CENTERED ALONG ALL NEAR LOT LINES.
    - 20 FOOT CASINGMENTS CENTERED ALONG ALL NEAR LOT LINES.
    - OTHER CASINGMENTS AS SHOWN ON PLAN.
  - THIS SUBDIVISION TO BE SERVED BY CRAYEN COUNTY WATER AND INDIVIDUAL SEPTIC SYSTEMS.
  - TYPICAL MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:
    - 10 FOOT SIDE SETBACKS, UNLESS OTHERWISE NOTED.
    - 20 FOOT REAR SETBACKS.
    - 30 FOOT FRONT SETBACKS, UNLESS OTHERWISE NOTED.
- AREA TABULATION FOR THE MILL PHASE THREE AT HERITAGE FARMS:
 

LOT AREA	TOTAL AREA
107.1 ACRES	1147.9 ACRES
- THE TOTAL NUMBER OF LOTS IN THE MILL PHASE THREE AT HERITAGE FARMS IS 21.
- THE AVERAGE LOT SIZE IN THE MILL PHASE THREE AT HERITAGE FARMS IS 54.66 SF.
- THIS SUBDIVISION IS NOT IN A ZONE CONTROLLED BY ZONING REGULATIONS.
- THE TOTAL LENGTH OF STREETS IS 202.1 FEET.
- ALL CORNERS ARE TO BE MARKED WITH IRON PIPES, UNLESS OTHERWISE NOTED.
- APPROVAL OF THIS SUBDIVISION DOES NOT ADDRESS THE ISSUE OF THE EXISTENCE OR NON-EXISTENCE OF WETLANDS WITHIN THE SUBDIVISION. THE DETERMINATION OF WETLANDS REGULATIONS UNDER SECTION 404 OF THE CLEAN WATER ACT AND SECTION 10 OF THE RIVERS AND HABITATS ACT IS WITHIN THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS. INQUIRIES CONCERNING WETLANDS MATTERS SHOULD BE ADDRESSED TO THAT AGENCY.
- PLOT PLANS FOR ANY GIVEN LOT MAY BE REQUIRED BY THE CRAYEN COUNTY ENVIRONMENTAL HEALTH DEPARTMENT.
- DEED REFERENCE: DB 352, PG 142.
- PARCELS 101-107.
- LOT 107 AS SHOWN ON THE PREVIOUSLY APPROVED PRELIMINARY PLAN WAS DELETED AND THAT AREA COMBINED WITH THE LOT 106 AREA AS SHOWN HEREIN. LOT 107 HAS BEEN INTENTIONALLY REPAIRED.



**OWNER / DEVELOPER**  
BLADES ROAD, LLC  
8002 US HIGHWAY 70 EAST  
NEW BERN, NORTH CAROLINA 28560  
OFFICE: (252) 838-1590

**CONSULTING ENGINEER / SURVEYOR**  
THOMAS ENGINEERING, P.A.  
P.O. BOX 1309 • 1316-B COMMERCIAL DRIVE  
NEW BERN, NORTH CAROLINA 28563  
OFFICE: (252) 637-2727 FAX: (252) 636-2448

SCALE: 1" = 100'  
GRAPHIC SCALE  
NOTE: THIS SCALE APPLIES FOR 18" X 24" SHEETS ONLY.

**THOMAS ENGINEERING, PA**  
civil engineering-land development-project management

P. O. Box 1309, New Bern, NC 28563  
www.ThomasEngineeringPA.com  
Office: 252-637-2727 Fax: 252-636-2448

### CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE AND THE OWNERS) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE COUNTY OF CRAYEN AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION PURSUANT TO ARTICLE II, SECTION 301, OF THE CRAYEN COUNTY SUBDIVISION ORDINANCE WITH MY (OUR) FREE CONSENT AND ESTABLISH PERMANENT BUILDING SETBACK LINES AS NOTED.

OWNER: BLADES ROAD, LLC  
SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

### DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS

PROPOSED PUBLIC SUBDIVISION ROAD MINIMUM DESIGN STANDARDS CERTIFICATION.  
DISTRICT ENGINEER: \_\_\_\_\_ DATE: \_\_\_\_\_

### CERTIFICATE OF LOCAL COASTAL AREA MANAGEMENT

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

LOCAL PERMIT OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_

### CERTIFICATE OF APPROVAL OF WATER SUPPLY SYSTEM

I CERTIFY THAT THE WATER SYSTEM INSTALLED OR PROPOSED FOR INSTALLATION IN THE MILL PHASE THREE AT HERITAGE FARMS, FULLY MEETS THE REQUIREMENTS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES, PUBLIC WATER SUPPLY SECTION AND IS HEREBY APPROVED AS SHOWN.

CRAYEN COUNTY WATER DEPARTMENT  
\_\_\_\_\_  
DATE: \_\_\_\_\_

### CERTIFICATE OF APPROVAL BY THE PLANNING BOARD

THE CRAYEN COUNTY PLANNING BOARD HEREBY APPROVES THE FINAL PLAN FOR THE MILL PHASE THREE AT HERITAGE FARMS.

CHAIRMAN, PLANNING BOARD: \_\_\_\_\_ DATE: \_\_\_\_\_

### CERTIFICATE OF APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS

THE CRAYEN COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE FINAL PLAN FOR THE MILL PHASE THREE AT HERITAGE FARMS.

CHAIRMAN, CRAYEN COUNTY BOARD OF COMMISSIONERS: \_\_\_\_\_ DATE: \_\_\_\_\_

### STATE OF NORTH CAROLINA CRAYEN COUNTY

I, REVIEW OFFICER OF CRAYEN COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS APPLIED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
DATE: \_\_\_\_\_ REVIEW OFFICER: \_\_\_\_\_

### CERTIFICATION OF REGISTRATION BY REGISTER OF DEEDS CRAYEN COUNTY NORTH CAROLINA

FILED FOR REGISTRATION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 A.D.  
AT \_\_\_\_\_ (COUNTY) AND DEPOSITED IN PLAT BOOK \_\_\_\_\_  
SUBJECT \_\_\_\_\_ AND BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
REGISTER OF DEEDS: \_\_\_\_\_

### TYPICAL ELEMENT SYMBOLOLOGY

EXISTING IRON PIPE	EXISTING IRON ROD	SET NEW IRON PIPE	EXISTING "MAG" NAIL	SET NEW "MAG" NAIL	EXISTING "PK" NAIL	SET NEW "PK" NAIL	EXISTING CONCRETE MONUMENT	SET NEW CONCRETE MONUMENT	CONTROL CORNER	NON-MONUMENTED POINT	WITNESS IRON	TOTAL DISTANCE	THE LINE	RIGHT OF WAY	CENTERLINE	PROPERTY LINE	MONUMENT BEARING LINE	DRAINAGE & UTILITY EASEMENT	EASEMENT
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

### CERTIFICATE OF SURVEY & ACCURACY

I, HERBERT J. NOBLE, JR., CERTIFY THAT THIS PLAN WAS DRAWN BY ME FROM AN ACTUAL SURVEY MADE BY ME FROM DESCRIPTION FOUND IN DEED BOOK 3571, PAGE 1532, AND MAP IN PLAT CABBIN 7, SLIDES 1-4 AT CRAYEN COUNTY REGISTER OF DEEDS. THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN CABBIN 7, SLIDES 1-4 AND THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000. THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 42-15 AND 42-16 WITH MY ORIGINAL SURVEY, REGISTRATION NUMBER AND SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PROFESSIONAL LAND SURVEYOR  
LICENSE NUMBER L-2703

**PRELIMINARY PLAN**  
Not for Recordation, Conveyances  
or Sales

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF THE COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

### FINAL PLAT THE MILL PHASE THREE AT HERITAGE FARMS

TOWNSHIP NO. 4 CRAYEN COUNTY NORTH CAROLINA  
OWNER: BLADES ROAD, LLC  
8002 US HIGHWAY 70 EAST  
NEW BERN, NORTH CAROLINA 28560  
SCALE: 1" = 100' DATE: 06/05/2022  
PROJECT #: 2007-002 SHEET: 1 of 1



2. Department: Economic Development

[illegible]

Budget amendment required to allocate funding for the reuse grant received from the North Carolina Department of Commerce.

Date \_\_\_\_\_

Date \_\_\_\_\_



**NC DEPARTMENT  
of COMMERCE**  
RURAL ECONOMIC  
DEVELOPMENT

Roy Cooper  
GOVERNOR

Machelle Baker Sanders  
SECRETARY

Kenny Flowers  
ASSISTANT SECRETARY

September 8, 2022

Mr. Jason R Jones  
Chairman  
Craven County  
406 Craven Street  
New Bern, NC 28560

Re: **Building Reuse Grant Award Notification**  
**Contract Reference:** 2023-005-3201-2587  
**Project Title:** White River Marine Group,  
Inc./Project Blue Fin

**Award Date:** 8/18/2022  
**Award Amount:** \$500,000.00  
**Jobs Committed:** 200

Dear Chairman Jones:

On behalf of the Rural Infrastructure Authority, and the Rural Economic Development Division, I am pleased to announce that the local government has been awarded funding under the Building Reuse Program.

In the coming days, the Rural Division will email contract documents to your attention. Once one complete set of signed contract documents is returned to the Rural Division, the local government may begin to request payments. Progress reports for the grant are due on **January 15 and July 15** for each year that the grant is open. When the company has hired and maintained the number of jobs committed for six consecutive months, the local government should submit the required documents for job verification and grant closure. Forms and instructions for payment requests, progress reports, job verification, and project closeout can be found on the Rural Division website at:  
[www.nccommerce.com/rgp](http://www.nccommerce.com/rgp).

Congratulations on this award and we extend our best wishes to you for success in bringing new job creation to rural North Carolina. We look forward to working with you on this important project. If you have any questions, please contact your program manager Hazel Edmond at [hazel.edmond@commerce.nc.gov](mailto:hazel.edmond@commerce.nc.gov).

Sincerely,

A handwritten signature in black ink, reading "Kenny Flowers".

Kenny Flowers  
Assistant Secretary for Economic Development



**NC DEPARTMENT  
of COMMERCE**  
RURAL ECONOMIC  
DEVELOPMENT

Roy Cooper  
GOVERNOR

Machelle Baker Sanders  
SECRETARY

Kenny Flowers  
ASSISTANT SECRETARY

September 8, 2022

Mr. Jason R Jones  
Chairman  
Craven County  
406 Craven Street  
New Bern, NC 28560

Re: Contract Agreement for Grant Number 2023-005-3201-2587; Your Signature and Reply is Requested  
Project Title: "White River Marine Group, Inc./Project Blue Fin"

Dear Chairman Jones:

Enclosed for your review and signature is a complete set of contract documents required to finalize the grant award from the North Carolina Rural Infrastructure Authority. Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government
Exhibit A	Scope of Services: Outlines the scope of the renovation/construction project.	No Signature Required
Exhibit B	Payment Schedule: Outlines the process for the Unit of Local Government to request reimbursements from Department of Commerce.	No Signature Required
Exhibit C	Reporting Schedule: Outlines the schedule of reports that are due from the Unit of Local Government to the Department of Commerce and when they are due.	No Signature Required
Exhibit D	Closeout/Job Requirements: Outlines the process for the Unit of Local Government to report the creation and maintenance of jobs to the Department of Commerce.	No Signature Required
Exhibit E	Legally Binding Commitment (LBC): Outlines terms and conditions of the Loan.	Highest Elected Official - Unit of Local Government and Legal Property Owner listed on the Deed.
Exhibit F	Promissory Note: Defines the repayment terms of the Loan in the event of default.	Legal Property Owner listed on the Deed.
Exhibit G	Limited Waiver of Confidentiality: Contains employment information reported to the Department of Commerce's Division of Employment Security.	Each Business involved in the project.
Exhibit H	Deed of Trust Documentation	Highest Elected Official – Unit of Local Government

Execute these documents, scan a quality copy and return to my attention at [rgpreports@nccommerce.com](mailto:rgpreports@nccommerce.com). If you have any questions or if I can be of any assistance, please contact me at [bethany.davenport@nccommerce.com](mailto:bethany.davenport@nccommerce.com).

Sincerely,

Bethany P. Davenport  
Business & Fiscal Compliance Officer

Enclosure



The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Rural Economic Development Grant Agreement (“Grant Agreement”) with **Craven County** (the “Governmental Unit” and, together with Commerce, the “Parties”).

WHEREAS, the North Carolina General Assembly (“General Assembly”) has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority (“Rural Authority”) to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement’s Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)), the Rural Authority has approved a grant (the “Grant”) to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that **White River Marine Group, LLC, a Missouri limited liability company** (the “Owner”) owns certain real property located at:

110 N Glenburnie Road  
New Bern, NC 28560

in **Craven County**, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Program/Agreements to be Executed.

- (a). As conditions of the Grant Agreement:
  - i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
  - ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment ("LBC") in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
  - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
  - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs ("New Jobs") to complete the Project as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality ("Waiver"), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.
- (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit's rights of access, review or monitoring and Commerce's rights as a third-party beneficiary thereunder.
- (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.
- (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.



- (e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

2. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.

- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **8/18/2022** ("Effective Date") and shall terminate on **8/18/2024** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **\$500,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the



Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

5. Independent Status of the Governmental Unit.

- (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
- (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.

7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.

8. Project Records.

- (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for other awards, monetary contributions or other revenue sources for this Project.

- (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.
- (b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time.
- (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.
- (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement, the LBC or the Project. Likewise, the Governmental Unit



shall ensure that the Owner and any Business provide the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including, without limitation, the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including, without limitation, the Owner and the Business) in connection with the performance of this Grant Agreement, the LBC or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in



connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner and the Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:

- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
- (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
- (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
- (d). The Governmental Unit is solvent.
- (e). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.

- (f). Upon the Governmental Unit's reasonable inquiry of and receipt of supporting evidence from the Owner, both the Owner and any Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.
- (b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- (c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the Governmental Unit, the Owner and any Business shall not expend any Grant or Loan



funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

14. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

15. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.



17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.
18. Special Provisions and Conditions.
- (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
  - (b). Conflict of Interest. The Governmental Unit shall adopt and keep on file, along with the executed copies of this Grant Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
  - (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.
  - (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

- (e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce:   Attn: **Hazel Edmond**  
Program Manager  
North Carolina Department of Commerce  
Rural Economic Development Division  
301 North Wilmington Street  
4346 Mail Service Center  
Raleigh, North Carolina 27699-4346

If to the Governmental Unit:                   Attn: **Mr. Jason R Jones**  
Chairman  
Craven County  
406 Craven Street  
New Bern, NC 28560

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.
21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.
23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.



24. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

**Craven County**

Signature: \_\_\_\_\_ [SEAL]

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

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

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

**North Carolina Department of Commerce**

Signature: \_\_\_\_\_ [SEAL]



Printed Name: Kenny Flowers

Title: Assistant Secretary for Rural Economic Development

Date: 9/8/2022

**EXHIBIT A  
SCOPE OF PROJECT**

Summary: The project will support the renovation of a 500,000 SF building located at 110 N Glenburnie Road in New Bern. The building was constructed in 1969. Boat manufacturer White River Marine Group (WRMG) acquired Hatteras Brand and has plans to expand operations. WRMG is an affiliate of Bass Pro Shops.

**EXHIBIT B  
PAYMENT SCHEDULE**

**Eligible Expenditures:**

**Vacant Building Category:** within the existing building footprint

**Existing Business Building Category:** within the existing building and/or additions

**Rural Health Care Category:** within the existing building, additions and/or new construction

Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, refrigeration equipment, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

Any company in which any project partner has an ownership or management interest in may act as a contractor for the renovation project only if the company holds a valid NC General Contractors license. The relationship must have been disclosed to the Rural Development Division and a copy of the company's license must have been included in the application. Licensed contracting companies owned or operated by any project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services and subcontracted work plus proof that those invoices have been paid in full.

**Reimbursement Requirements:**

The Department of Commerce will reimburse 50% of eligible expenditures up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Copies of eligible project invoices that support the request amount,
3. Evidence that the invoices submitted for reimbursement have been paid-in-full. Evidence may include copies cleared checks, wire transfer or ACH receipts, and/or credit card receipts. Invoices paid with cash and those not paid in full will not be reimbursed, and
4. Satisfaction of reporting requirements according to Exhibit C below.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. Payments are subject to the availability of funds.

### **EXHIBIT C REPORTING SCHEDULE**

Progress reports are due on January 15<sup>th</sup> and July 15<sup>th</sup> for each year that the grant remains open. The final report and job verification documentation are due at the time of project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

**Failure to submit progress reports as required:**

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by The Department of Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

### **EXHIBIT D JOB VERIFICATION AND CLOSE OUT REQUIREMENTS**

Building Reuse and Rural Health Care loans are eligible for forgiveness once the creation and maintenance of the full-time jobs committed for the project, as well as, all reporting requirements are approved by Commerce. Below are the requirements and procedure for approval.

**Job Verification**

To be considered eligible, a full-time job must be filled with one employee who works at least 35 hours per week and is paid at least minimum wage. Part-time, full-time equivalents, or contract/consulting positions are not eligible.

**Grantees should submit the following as evidence of job creation and maintenance:**

1. **Job Certification Form**—both the grantee and the participating business are required to complete respective sections of this form that attests to the creation of the number of jobs full-time jobs committed to receive the grant. The form must be signed by the authorized representatives of the local government grantee and the participating business.
2. **NCUI 101 Forms**—The grantee should submit copies of each company's *Employer's Quarterly Tax and Wage Report* (NCUI 101 forms) that have been submitted to the North Carolina Employment Security Commission according to the requirements below.
  - NCUI 101 Forms should be submitted to Commerce.
  - The forms must include the appropriate number of quarters to show that the company maintained the required employment level for six-consecutive months.
  - The employment level reported must meet or exceed the baseline number of employees reported at the time of the application plus the number of new, full-time jobs committed for the grant.
  - The jobs created and the baseline must be maintained concurrently during the same six-month period.
  - If the NCUI 101 forms include employees from other locations in North Carolina, the names of the employees working in the grant funded project facility should be highlighted, and a multi-site report should be provided.
  - If the NCUI 101 forms include both full and part-time employees an "f" should be written next to the name of each full-time employee and a "p" should be written next to the name of each part-time employee.
3. **Final Report**—the grantee must submit the Final Report Form that describes the activities and outcomes of the project.
4. **Photos**—the grantee must submit digital photos that show a variety of views of the completed project.

All forms, including reporting and request for payment, can be found on the Commerce website at <http://www.nccommerce.com/rgp>. Email completed forms and reports to [rgpreports@nccommerce.com](mailto:rgpreports@nccommerce.com).



**Craven County** (the "Governmental Unit") enters into this Loan Agreement and Legally Binding Commitment (the "LBC," including the "Loan," defined below with **White River Marine Group, LLC, a Missouri limited liability company** (the "Owner" and, together with the Governmental Unit, the "Parties").

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the "Rural Authority") of the State of North Carolina ("State") has awarded a grant (the "Grant") to the Governmental Unit, and the North Carolina Department of Commerce ("Commerce"), an agency of the State, will administer the Grant; and

WHEREAS, the Grant is memorialized in an agreement (the "Grant Agreement") between Commerce and the Governmental Unit, and the Grant Agreement includes Exhibit A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (this LBC, which incorporates by reference the Grant Agreement and its other Exhibits), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality ("Waiver")); and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated into the Grant Agreement by reference; (2) based on the representation in the application that the Owner owns certain real property located at:

110 N Glenburnie Road  
New Bern, NC 28560

in **Craven County**, North Carolina (the "Property"); (3) based on Commerce's Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the "Project," as summarized in Exhibit A to this Grant Agreement); and

WHEREAS, the Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

1. Third-Party Beneficiary. The Parties agree that the State (including, without limitation, Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.

2. Loan.

- (a) The Governmental Unit hereby loans to the Owner the sum of **\$500,000.00** (the “Loan”), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
- (b). As conditions of receiving the Loan:
  - i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
  - ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
  - iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
- (c). The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.

3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.

- (a). New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A “New Job” shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the **375** full-time jobs in North Carolina (“Baseline Number”) that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **200** New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.
- (b). Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental



Unit so that it and/or Commerce can verify their creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees and all other conditions and terms of this LBC and the Project. Failure of any Business to provide such access upon request shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 13 below.

4. Changes in the Project or Other Conditions.
  - (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
  - (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.
5. Term of LBC. The effective period of this LBC shall commence **8/18/2022** ("Effective Date") and shall terminate **8/18/2024** unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.
6. Independent Status of the Governmental Unit.
  - (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of the Owner or any third party (including, without limitation, any Business) into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the



Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.

- (b). The Owner and any third party (including, without limitation, any Business) shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Owner and any third parties (including, without limitation, any Business) shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project. All expenses incurred by the Owner or any third party (including, without limitation, any Business) are their sole responsibilities, and neither the Governmental Unit nor the State (including, without limitation, Commerce and the Rural Authority) shall be liable for the payment of any obligations incurred in the performance of the Project.

7. Project Records.

- (a). The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

8. Monitoring, Reports and Auditing. The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner further grants and shall cause any Business to grant the Governmental Unit or the State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. In addition, the Owner agrees to comply and to cause any Business to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.



9. Termination; Availability of Funds.

- (a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability



or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. Owner Representations and Warranties. The Owner hereby represents and warrants that:
- (a). The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.
  - (b). This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms hereto, and the execution and delivery of this LBC have been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement or undertaking to which the Owner is a party or by which it is bound.
  - (c). The Promissory Note has been executed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
  - (d). There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner's knowledge, threatened against or affecting the Owner, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.
  - (e). Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, threatened against or affecting any Business that could or might adversely affect the Project, the creation of the Jobs or any of the transactions contemplated by this LBC or the validity or enforceability of this LBC or the ability of any Business to create the Jobs specified herein.
  - (f). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or approvals have been obtained. The Owner shall provide the Governmental Unit or Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.
  - (g). The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.



- (h). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.
12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.
- (a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.
  - (b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
  - (c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
  - d). Notwithstanding the foregoing and wherever referred to in this LBC, "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances for the period of time described in Paragraph 22 below.



13. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.
  - i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) \$2,500 (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
  - ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
  - iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.
- (c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project



(including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.

14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
16. Special Provisions and Conditions.
  - (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
  - (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
  - (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
  - (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
17. Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:



If to the Governmental Unit:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the Owner:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

18. Entire Agreement. This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.
19. Execution. This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC which shall be sufficiently evidenced by one of such original counterparts.
20. Construction. This LBC shall be construed and governed by the laws of the State of North Carolina.
21. Severability. Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
22. Force Majeure. If (a) during the Grant Term the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful

misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

**Governmental Unit Name:** \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

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

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

**Owner Name:** \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

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

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

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number **2023-005-3201-2587** (“LBC,” which is incorporated by reference herein), the undersigned borrower[s] (the “Owner”) jointly and severally promise[s] to pay to lender **Craven County** or its assigns (together, the “Governmental Unit”) or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce (“Commerce”), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan (“Loan”) funds under the LBC up to and including **\$500,000.00** Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney’s fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

The Owner acknowledges and represents that: (i) the undersigned is or are the only person(s), entity or entities who or that have any ownership interests in the certain real property located at:

110 N Glenburnie Road  
New Bern, NC 28560

in **Craven** County, North Carolina (the “Property”); and (ii) the undersigned shall be jointly and severally liable for any and all debts secured by this Promissory Note.

The Owner further acknowledges that: (i) in order for the Owner to receive the Loan, the LBC requires the Owner to complete a “Project”; (ii) in order for the Owner to receive the Loan, what the LBC identifies as the “Business” must maintain certain jobs and create and maintain certain other jobs in working with the Owner to complete the Project; (iii) the Loan from the Governmental Unit to the Owner under the LBC consists entirely of a grant from the State of North Carolina to the Governmental Unit, subject to certain clawback provisions; (iv) Commerce is an intended third-party beneficiary to the LBC and to this Promissory Note; and (v) the LBC specifies those circumstances in which the Governmental Unit or Commerce can terminate the LBC and require the Owner to repay an amount of Loan funds according to a formula or else in an amount to be determined in the sole discretion of the Governmental Unit or Commerce but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC.

Upon default, the Governmental Unit and/or Commerce may employ attorneys to enforce their rights and remedies under this Promissory Note and the LBC, and the Owner agrees to pay their reasonable attorneys’ fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Governmental Unit and Commerce, as described in this Promissory Note and the LBC, shall be cumulative and may be pursued singly, successively or together against the Owner (including each of the undersigned), the Property, or any other funds, property or security held by the Owner for payment or security, in the sole discretion of the Governmental Unit and Commerce. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.



The Owner hereby waives protest, presentment, notice of dishonor and notice of acceleration and maturity and agrees to remain bound for the payment of principal, interest and all other sums due under this Promissory Note and the LBC, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Promissory Note, or by way of any extension or extensions of time for the payment of principal and interest; and the Owner waives all and every kind of notice of such change or changes and agrees that the same may be made without notice of or consent to any of them.

This Promissory Note may not be amended, changed or altered except in writing executed by the Owner, the Governmental Unit and Commerce.

If not repaid within 30 days following demand hereunder, the Loan funds demanded by the Governmental Unit or Commerce under this Promissory Note shall bear interest at the rate of 10% per annum after demand until repaid. If either the Governmental Unit or Commerce initially demands Loan repayment from the Owner ("First Demand") in an amount less than the Loan funds the Owner has actually received under the LBC but, failing to receive repayment and, in its discretion under the LBC, increases the Loan repayment demand ("Second Demand") to the full amount the Owner has received under the LBC, then such interest on the difference between the First and Second Demands shall begin to accrue as of the date of the Second Demand.

For example, if under the terms of the LBC, a Business engages in an improper expenditure of Loan funds, the Governmental Unit has the discretion to require in a First Demand the partial repayment of Loan funds received by the Owner. Interest will begin to accrue at 10% per annum on whatever portion of the sum is not repaid as of the 31<sup>st</sup> day after the First Demand. Further, if the Owner fails to repay the First Demand in full, the Governmental Unit retains the discretion under the LBC to terminate the LBC and issue a Second Demand for the full repayment by the Owner of all Loan funds. Interest will continue accruing at 10% per annum on the original principal amount still unpaid from the First Demand and, following the expiration of 30 days from the Second Demand, interest will begin to accrue at 10% per annum on the additional unpaid principal Loan amount in the Second Demand.

Payment shall be made in lawful money of the United States of America via United States Mail First Class, Federal Express or UPS to the attention of the person at the address or in person at the address of the Governmental Unit or Commerce as directed in writing.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

EVERY SIGNATORY BELOW EXPRESSLY REPRESENTS THAT ALL INDIVIDUALS OR ENTITIES WITH ANY OWNERSHIP INTERESTS IN THE PROPERTY HAVE EXECUTED THIS PROMISSORY NOTE.

Dated as of: \_\_\_\_\_, 20 \_\_\_\_\_

If by Individual: \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

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

Dated as of: \_\_\_\_\_, 20 \_\_\_\_\_

If by Entity: \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

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



Limited Waiver of Confidentiality  
Unemployment Tax and Wage Records  
**BUILDING REUSE PROGRAM**

**EXHIBIT G**

2023-005-3201-2587

Name of Taxpayer \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

NC Unemployment Insurance Acct #: \_\_\_\_\_ Fed Tax ID #: \_\_\_\_\_

I hereby waive any right to confidentiality, as found in N.C.G.S. 96-4 or otherwise, for the limited purpose of authorizing disclosure of certain information contained in the quarterly unemployment insurance tax records of the above-named taxpayer (hereinafter, "Company") filed with the Division of Employment Security ("DES") of the North Carolina Department of Commerce to **Craven County** ("Governmental Unit") and to the employees of the Rural Economic Division of the North Carolina Department of Commerce ("Rural Division") and members of the North Carolina Rural Infrastructure Authority ("Rural Authority") for the limited purpose of evaluating the issuance of and, in the event of such issuance, administering and ensuring compliance with, a grant and loan pursuant to N.C.G.S. 143B-472.127 and .128.

I recognize that DES is authorized to provide this information to the public officials of the Governmental Unit, the Rural Division and the Rural Authority in the performance of their public duties and that the verification of employment information for the purpose of administering the grant and loan at issue is within the scope of the public duties of the Governmental Unit, the Rural Division and the Rural Authority. I hereby authorize DES to disclose information contained in the Company's quarterly unemployment insurance tax records (the NCUI-101 or successor form) to the Governmental Unit, the Rural Division and/or the Authority for these purposes.

I recognize that unemployment insurance tax information provided in the aggregate to DES and disclosed to the Governmental Unit, the Rural Division and/or the Authority, and the Company's aggregated tax and wage information provided to or otherwise in possession of the Governmental Unit, the Rural Division and/or the Authority, may be treated as public information. This waiver is not intended to release the Governmental Unit, the Rural Division and/or the Authority from any obligation they may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee's line item unemployment insurance tax or other tax or wage information.

\_\_\_\_\_  
Signature Chief Financial Officer or Other Authorized Company Official

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

The Department of Commerce strongly encourages, but does not require, the Governmental Unit secure the funds loaned to the property owner, **White River Marine Group, LLC, a Missouri limited liability company**, with a Deed of Trust on the property.

Please check the appropriate box below indicating the intention of the Governmental Unit:

- ☐ The Governmental Unit will secure the funds with a Deed of Trust listing **Craven County** as the beneficiary in the amount of **\$500,000.00**.
- ☐ **Craven County** ("Governmental Unit") has elected NOT to secure with a deed of trust on the subject property the **\$500,000.00** in grant funds awarded by the North Carolina Department of Commerce ("Commerce") for a building reuse grant. Governmental Unit acknowledges and agrees that it is liable to the State for any grant funds that must be repaid under the Grant Agreement or Legally Binding Commitment, including (without limitation), any required repayments due to the property owner's failure to create and maintain jobs, which could include the full amount of the grant. Governmental Unit acknowledges that its liability to Commerce arises whether or not it is able to collect any repayment from the property owner under the Legally Binding Commitment, but still elects not to obtain a deed of trust on the subject property.

---

Please fill in the box below:

Governmental Unit Name:	<u><b>Craven County</b></u>
By (Signature):	_____
Printed Name:	_____
Title:	_____
Date:	_____



Craven County



## Courthouse EOC Recovery Project

Fund 415

Update

This ordinance is hereby approved in the following amount for expenditure of the Courthouse EOC Recovery Project

*Expenditures:*

Architectural/Engineering Design Services	\$	1,059,000.00
Construction	\$	7,621,593.00
Contingency	\$	250,000.00
<b>TOTAL</b>	<b>\$</b>	<b>8,930,593.00</b>

The following revenues are hereby estimated for the Courthouse EOC Recovery Project

*Revenues:*

Transfer from General Fund	\$	2,594,490.00
Transfer from Capital Reserve	\$	1,336,103.00
Transfer from State Grant Revenue	\$	5,000,000.00
<b>TOTAL</b>	<b>\$</b>	<b>8,930,593.00</b>

This ordinance is hereby approved this 19th day of September, 2022.

---

Jason R. Jones, Chairman  
Craven County Board of Commissioners

Attest:

---

Nan E Holton, Clerk to the Board  
Craven County Board of Commissioners



ORIGINAL: FINANCE  
DUPLICATE: DEPARTMENT

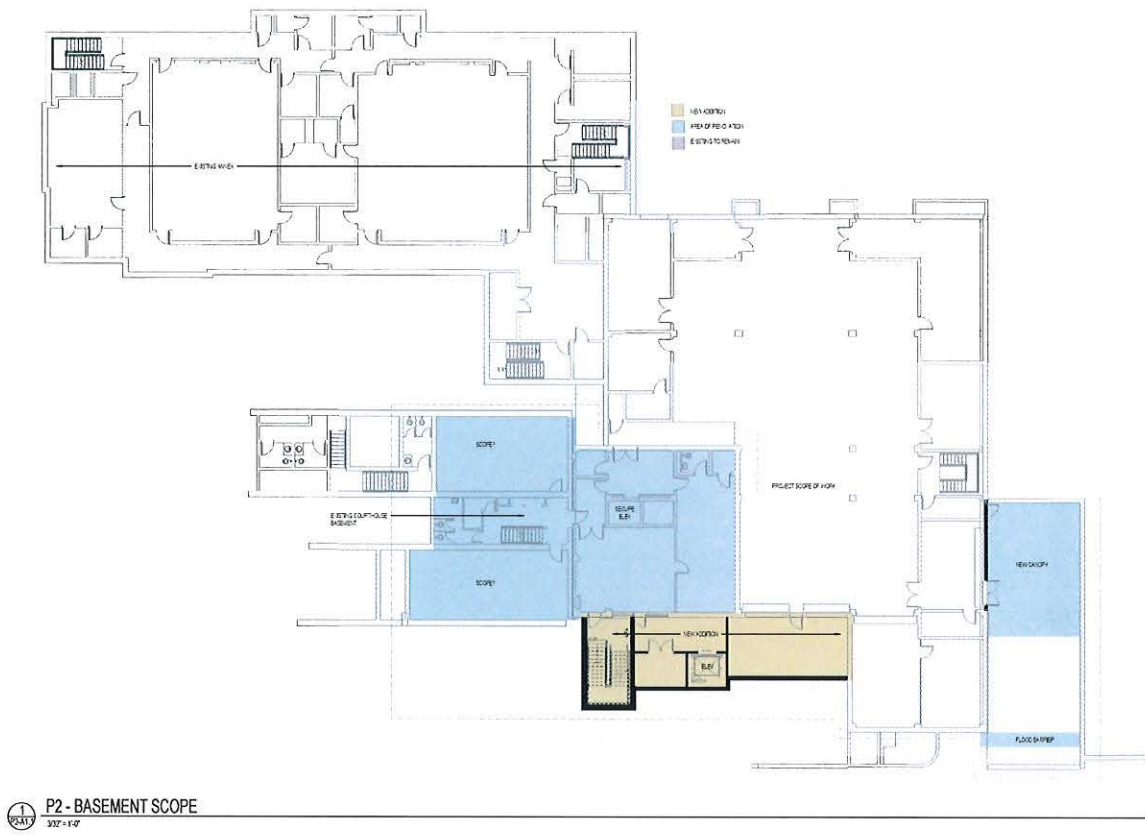








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OAKLEY  
COLLIER  
ARCHITECTS  
OCA ARCHITECTS  
111 CRAVEN STREET  
NEW BERN, NORTH CAROLINA 28560  
TEL: 252.338.1111  
FAX: 252.338.1112  
WWW.OCA-ARCHITECTS.COM

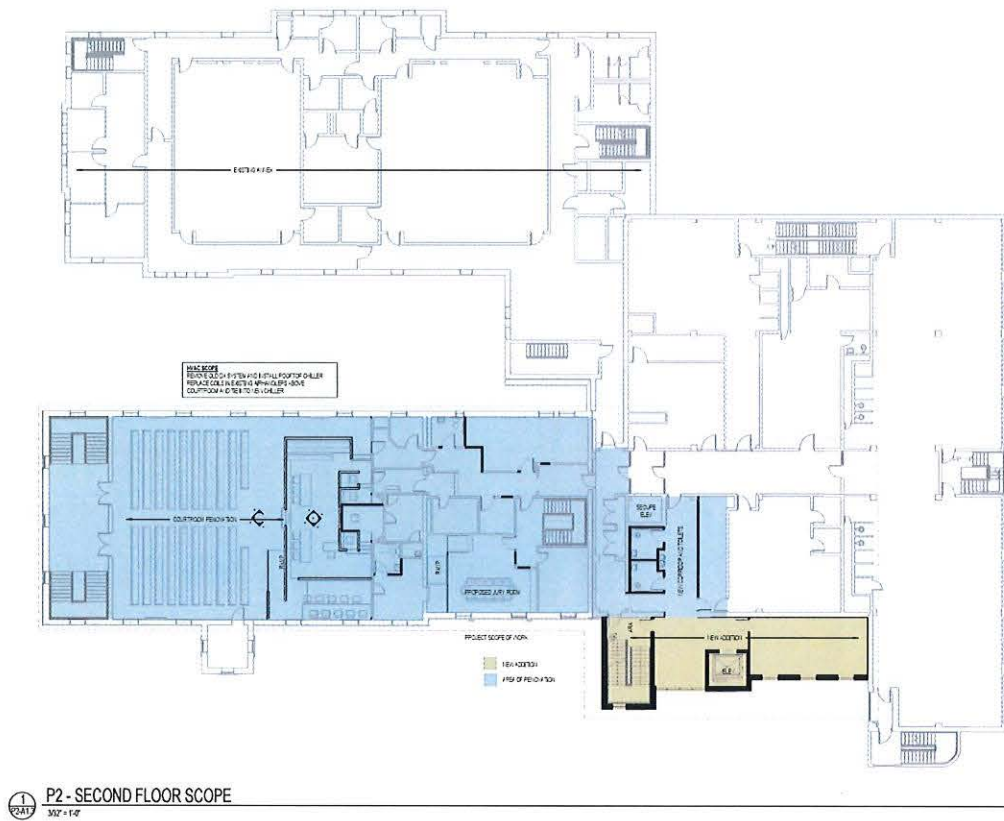
COURTROOM RENOVATIONS FOR:  
CRAVEN COUNTY COURTHOUSE /  
EOC / ANNEX  
111 CRAVEN STREET  
NEW BERN, NORTH CAROLINA

GENERAL NOTE: Prior to construction, check with local and state agencies for all applicable permits. For all construction.	
DATE 22006	PROJECT P2-A1.1
DATE 8-22-07	SCOPE BASEMENT SCOPE





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OAKLEY  
COLLIER  
ARCHITECTS  
OCA ARCHITECTS

COURTROOM RENOVATIONS FOR:  
GRAVEN COUNTY COURTHOUSE /  
EOC / ANNEX  
411 GRAVEN STREET  
NEW BERN, NORTH CAROLINA

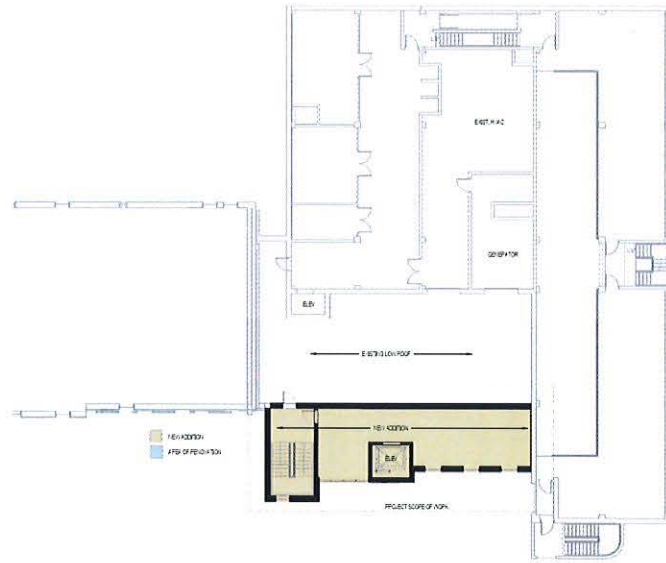


2015-2016 BUDGET YEAR: 2015-2016

GENERAL NOTE:  
Prior to construction,  
visit. Contractor will  
verify all dimensions  
for all dimensions.

22006  
P2-A1.3  
2015-2016 BUDGET YEAR: 2015-2016

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**P2 - THIRD FLOOR SCOPE**  
302' x 114'



COURTROOM RENOVATIONS FOR:  
CRAVEN COUNTY COURTHOUSE /  
EOC / ANNEX  
411 CRAVEN STREET  
NEW BERN, NORTH CAROLINA



411 CRAVEN STREET, NEW BERN, NC 28540

GENERAL NOTE:  
Prior to construction,  
KAC, Contractor shall  
verify all dimensions  
for all dimensions.

22006  
P2-A1.4  
THIRD FLOOR



# Edna Carter Kearney

Craven County | Generated 9/14/2022 @ 8:09 am by OnBoard2 - Powered by ClerkBase

## Status

**Name**  
Edna Carter Kearney

**Application Date**  
9/13/2022

**Expiration Date**  
9/13/2024

**Board Member**  
Edna Carter Kearney

**Status**

Validated

Board	Vacancies	Status
Board of Equalization and Review	1	Pending

## Basic Information

**Name**  
Edna Carter Kearney

**Please tell us about yourself and why you interested in serving on a board or commission?**  
I am retired and want to get involved in my county and community.

## Contact Information

**Address**  
155 Fisher Town Road  
Havelock, NC 28532

**Phone**  
252-447-8192

**Cell Phone**  
252-675-2637

**Email**  
ednake09@gmail.com

## Occupation

**Employer**

Retired

**Occupation**

Officer Manager

**Registrations/Certifications**

Notary

## Other Questions

---

### Question #1

---

**What is your Commissioner's District?**

5

### Question #2

---

**Highest Education Level**

High School or GED

## Gender

---

**What is your gender?**

Female

## Ethnicity

---

**What is your ethnic origin?**

Black or African American