

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MONDAY, FEBRUARY 17, 2020
8:30.M.**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

1. CONSENT AGENDA
 - A. Minutes of February 3, 2020
 - B. Tax Releases and Refunds
 - C. Sheriff K-9 Donations Budget Amendment
2. CHILDREN'S ADVOCACY CENTER UPDATE: Christopher Jernigan, Director of Southmountain Children and Family Services
3. COASTAL CAROLINA REGIONAL AIRPORT SEMI-ANNUAL UPDATE: Andrew Shorter, Airport Director; Charles Meekins, CCRAA Chairman

DEPARTMENTAL MATTERS

4. EMERGENCY SERVICES: Jean Matthews, Captain, Cove City Rescue; Stanley Kite, Emergency Services Director
 - A. Purchase of New Ambulance
 - B. City of New Bern Fire and Rescue First Responder Application
5. PLANNING: Chip Bartlett, Project Manager, Holland Consulting Planners; Don Baumgardner, Planning Director
 - A. Hurricane Florence Hazard Mitigation Public Assistance – Project Policies Packet & Designated Agent Resolution
 - B. CDBG Neighborhood Revitalization Program-Engineering Services Award
 - C. Subdivision for Approval – Perrytown Estates Phase 1 – Final
6. RECREATION – APPROVE BUDGET AMENDMENT AND AWARD CONTRACT FOR CONSTRUCTION OF RECREATION ADMINISTRATION BUILDING: Gene Hodges, Assistant County Manager; Craig Warren, Finance Director

7. CONVENTION CENTER – APPROVE BUDGET AND PROJECT ORDINANCE AMENDMENTS AND AWARD CONTRACT AMENDMENT FOR CONSTRUCTION OF PHASE TWO OF THE CONVENTION CENTER RENOVATIONS: Gene Hodges, Assistant County Manager
8. APPOINTMENTS
9. COUNTY ATTORNEY'S REPORT: Arey Grady
10. COUNTY MANAGER'S REPORT: Jack Veit
11. COMMISSIONERS' REPORTS
12. RECESS TO WORK SESSION

Agenda Date: February 17, 2020

Presenter: _____

Agenda Item No. 1

Board Action Required or Considered: Yes

CONSENT AGENDA

A. MINUTES OF FEBRUARY 3, 2020

The Board will be requested to approve the minutes of February 3, 2020, 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.

C. SHERIFF K-9 DONATIONS BUDGET AMENDMENT

The Board will be requested to approve the budget amendment, shown as Attachment #1.C, authorizing donations to be used for the K-9 program at the Sheriff's Department.

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

Agenda Date: February 17, 2020

Presenter: Christopher Jernigan

Agenda Item No. 2

Board Action Required or Considered: No

CHILDREN'S ADVOCACY CENTER UPDATE

Christopher Jernigan, Director of Southmountain Children and Family Services, will provide the Board of County Commissioners an update related to the Children's Advocacy Center. The Children's Advocacy Centers play a vital role in the assistance with Child Abuse investigations in the Law Enforcement and Social Services arenas. In a case of child abuse these centers provide vital forensic interviewing and medical exams that greatly assist with making informed outcomes that maintain the safety and well-being of the children involved in these cases. Currently, we are served by TEDI BEAR in Greenville, NC. We believe that TEDI BEAR is doing the best that they can to accommodate the needs of the 29 counties they serve; however, the demand is too high to be able to do this in a timely fashion. We currently have to wait weeks and sometimes months prior to obtaining an appointment for a child to be seen at TEDI BEAR. Failure to get a timely interview and medical exam could have serious consequences to the child, family and outcome of the case. It also requires individuals in our cases whom may have difficulty with transportation to travel great distances to be seen. In trying to improve outcomes for children and families who have been victims of child abuse we began the journey of trying to establish a center that would serve the 4th Prosecutorial District. After discussions with the other counties in the 4th Prosecutorial District we've determined that a center to serve only Craven and Pamlico counties could survive, along with a sister center in Carteret County. Southmountain Children and Family Services maintain a 20 year history of setting up and overseeing these services.

Board Action: Information only

Agenda Date: February 17, 2020

Presenters: Andrew Shorter and Charles Meekins

Agenda Item No. 3

Board Action Required or Considered: No

COASTAL CAROLINA REGIONAL AIRPORT SEMI-ANNUAL UPDATE

Coastal Carolina Regional Airport Director, Andrew Shorter, and CCRAA Chairman, Charles Meekins, will provide a status update on current (open) FAA Airport Improvement grants and their associated projects. Mr. Shorter will brief the pending five-year Airport Capital Improvement Program after the airport's recent meeting with the FAA's Airport District Office.

Board Action: Information only

Agenda Date: February 17, 2020

Presenters: Jean Matthews and Stanley Kite

Agenda Item No. 4

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: EMERGENCY SERVICES

A. PURCHASE OF NEW AMBULANCE

Cove City Rescue Captain, Jean Matthews, will inform the Board, per County contract, of their plan to purchase a new Ambulance to replace their 2003 Ford Ambulance. Details are shown as Attachment #4.A.

Board Action: Information only

B. CITY OF NEW BERN FIRE & RESCUE FIRST RESPONDER

Craven County EMS Advisory Council recommends the approval of the City of New Bern Fire & Rescue application for the First Responder Franchise to change level of care from Medical Responder to EMT Basic Level of care. The application also has endorsement from CarolinaEast EMS and the EMS System Medical Director, Stanley Koontz. (See Attachment #4.B.)

At the consensus of the Board this item was tabled from the February 3, 2020 meeting.

Board Action: Approve application

Agenda Date: February 17, 2020

Presenters: Chip Bartlett and Don Baumgardner

Agenda Item No. 5

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: PLANNING

A. HURRICANE FLORENCE HAZARD MITIGATION PUBLIC ASSISTANCE – PROJECT POLICIES PACKET & DESIGNATED AGENT RESOLUTION

Chip Bartlett, Project Manager, Holland Consulting Planners, will notify the Board that Craven County has received a Hazard Mitigation Public Assistance Grant to be used for the expedited acquisition and demolition of 6 (six) residential structures. Those structures are located in a repetitive loss area of Craven County and received substantial damage from Hurricane Florence. The structures are located on Scotts Creek Drive, Howell Road and Frank Avenue. This project will be 100% grant funding; 75% Federal and 25% State. In order to move forward with activities associated with this grant funding, we ask the Board of Commissioners to authorize the chairman to adopt and sign the Policies Packet and Designated Agent Resolution, shown as Attachment #5.A.

Board Action: A vote to adopt and authorize the Chairman to sign the Policies Packet and Designated Agent Resolution.

B. CDGB NEIGHBORHOOD REVITALIZATION PROGRAM – ENGINEERING SERVICES AWARD

Mr. Bartlett will inform the- Board that Craven County has received CDBG-Neighborhood Revitalization (CDBG-NR) funds to assist 4 to 6 storm damaged owner-occupied homes. In January 2020, we solicited proposals from a number of engineering firms to provide the required elevation design services required to implement this program. We have reviewed both proposals received, and I am providing the Board with the following recommendations for contract awards:

Engineering Services (required for structural evaluation and foundation design for elevations)

Proposals were received from:

- The Adams Company
- Appian Consulting Engineers

Both firms are professionally licensed and have experience with CDBG/HMGP/FMA Programs as well as experience with the feasibility and design involved with the elevation/retrofitting of homes. Appian has provided engineering services to all of the County's most recent FMA/HMGP Elevation Programs.

They have shown the ability to respond to the concerns of the County on an immediate basis, to provide plans and specifications with a minimum of change orders, to interpret both local and state codes and to limit the homeowner's and contractor's liability during construction. In addition, their active involvement on our other local projects will allow them to provide efficient and cost-effective service. (See Attachment #5.B)

Board Action: A vote to approve the contract award as needed in order to move forward with the proposed activities of these programs.

C. SUBDIVISION FOR APPROVAL – PERRYTOWN ESTATES PHASE 1 – FINAL

The Planning Board met on January 23rd, 2020 and recommended the following subdivision for approval:

Perrytown Estates Phase I – Final

- Property is owned by B & H Enterprise of New Bern, LLC and surveyed by Thomas Engineering, P.A.
- Property is located within Twp. 7 off of Perrytown Road
- Parcel ID 7-101-22003, 7-101-22004, 7-101-22006, 7-101-22002, 7-101-22005, 7-101-081
- Subdivision contains 18 lots on 18.75 acres
- Lots will be served by Craven County Water and individual septic systems (EOP) *12 off-site systems
- New road name: Featherstone Lane

Maps of the subdivision are shown as Attachment #5.C.

Board Action: A vote to approve subdivision is needed

Agenda Date: February 17, 2020

Presenters: Gene Hodges and Craig Warren

Agenda Item No. 6

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: RECREATION – APPROVE BUDGET AMENDMENT
AND AWARD CONTRACT FOR CONSTRUCTION OF RECREATION
ADMINISTRATION BUILDING**

On September 23, 2019, the Board of Commissioners directed staff to move forward with plans to construct a new Recreation Administration facility at Creekside Park. On October 21, 2019, Oakley Collier Architects was selected as the design team for this project. (Plans and renderings are included as Attachment #6) This project was advertised on December 30, 2019 and a pre-bid meeting was held on January 7, 2020. Bids were opened on January 21, 2020. Eight firms submitted bids for this project with IMEC Group LLC being the low bidder with a base bid of \$492,600. The bid tab is included as part of Attachment #6.1. After notification that IMEC was the low bidder it was requested that they review their price for Alternate Item G-1: paving of the parking lot for the building. They were able to revise this price down to \$17,739. We recommend moving forward with this project and awarding the contract to IMEC Group, LLC in the amount of \$510,339. Craven County has experience working with IMEC Group in the past with Hazard Mitigation Projects.

A Budget Amendment in the amount of \$638,339 has been prepared that includes the following costs: (See Attachment #6.2)

- \$510,339 (Construction)
- \$47,000 (Design and Engineering)
- \$30,000 (Furniture, Fixtures, Equipment)
- \$51,000 (Contingency)

Staff recommends the Board approve the Budget Amendment and authorize staff to contract with IMEC Group, LLC for construction of a Recreation Administration facility at Creekside Park.

Board Action: Approve the Budget Amendment and Award Contract for the construction of the Recreation Administration facility at Creekside Park and to (i) authorize the management team to prepare a contract to serve the purposes and needs as presented/discussed and (ii) authorize the Chairman, the Vice-Chairman, Manager and Clerk to execute and deliver the contract, once prepared, and any other ancillary documents which may be required to fully implement the contract.

Agenda Date: February 17, 2020

Presenter: Gene Hodges

Agenda Item No. 7

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: CONVENTION CENTER – APPROVE BUDGET AMENDMENT AND PROJECT ORDINANCE AMENDMENTS AND AWARD CONTRACT AMENDMENT FOR CONSTRUCTION OF PHASE TWO OF THE CONVENTION CENTER RENOVATIONS

On July 18, 2019, the Board of Commissioners awarded a contract to Barnhill Contracting to complete the first phase of repairs and enhancements to the Craven County Convention Center. The project was broken into phases to allow more time to design the more complicated parts of the project while still opening up the Center for events in October. This first phase has included, among other things, new floor surfaces, wall coverings, extensive painting, a large amount of electrical work, and lighting upgrades. The second phase of the project will include installation of enhanced lighting in the ballroom, a redesigned veranda, and enhanced pre-function space in the back areas of Heritage Hall. Renderings of these new elements are attached as Attachment #7.

The initial bid from Barnhill for the Phase 2 work was over \$4 million. Through deeper analysis and reviewing design alternatives, this bid was reduced to \$3,614,300. During Phase 1 of the project, we have achieved \$562,253 in project credits that when applied to this new revised bid, puts the total cost for Phase 2 at \$3,052,046 (See Attachment #7.1). Staff recommends that we issue a change order to Barnhill that will amend their current contract to include this new amount and finish the project.

A Project Ordinance and Budget Amendment are included as Attachment #7.2, and must be adopted to award this change. These amendments include costs associated with the balance of the design and engineering fees: \$149,850, furniture and fixtures budget: \$250,000, and a project contingency: \$361,000 for the remainder of this project.

Board Action: Approve the Project Ordinance and Budget Amendment and authorize staff to issue a change order to complete the second phase of the Convention Center remodel.

Agenda Date: February 17, 2020

Presenter: _____

Agenda Item No. 8

Board Action Required or Considered: Yes

APPOINTMENTS

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

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

A. PENDING APPOINTMENTS

- Adult Care Home Advisory Committee: (5 vacancies)
- Nursing Home Advisory Committee: (3 vacancies)
- Senior Legislative Tarheel Alternate: (1 vacancy)
- Juvenile Crime Prevention Council: (1 mental health position)
- Recreation Advisory Committee: (District 5 vacancy)
- Craven Community Child Protection Team: (vacancy)
- Craven County Clean Sweep: (vacancy)

B. CURRENT APPOINTMENTS

- Craven Aging Planning Board: Lydia Brown wishes to be reappointed.
- Nursing Home Advisory Board: David Deitz wishes to be reappointed.
- Craven County Health Board: Dwayne Alligood wishes to be reappointed.
- Juvenile Crime Prevention Council: Gracie McCarthy has submitted the application shown as Attachment #8.B., seeking appointment to the JCPC to fill the student position. Jennifer Dacey, Chair, is in support of this appointment.

C. UPCOMING APPOINTMENTS

- Craven Aging Planning Board
- Emergency Medical Services Advisory Council

Agenda Date: February 17, 2020

Presenter: Arey Grady

Agenda Item No. 9

Board Action Required or Considered: Yes

**COUNTY ATTORNEY'S REPORT – INITIAL OFFER TO PURCHASE REAL
PROPERTY – 318 CRESCENT ST., NEW BERN (PARCEL #8-004-048)**

County Attorney, Arey Grady, will present an offer received by Craven County and the City of New Bern in the amount of \$3,800.00 for the property located at 318 Crescent Street, New Bern, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$9,687.35. The current tax value is \$7,600.00. Attachment #9 contains copies of the Offer to Purchase, Foreclosure Deed, GIS information, and proposed resolution.

In accordance with historical practice, the County allows the municipality jointly owning foreclosed property to “take the lead” in situations involving jointly owned property, meaning the County allows the municipality to make the decision on the suitability of an initial offer, and in turn, assuming County approval, the municipality prepares the necessary contract, deed and upset bid advertisement. Finally, assuming final approval by the municipality and the County after the expiration of the bid process, the municipality attends to the recordation of the deed to the high bidder, collects the purchase price and remits the County’s share. As noted above, in the present case the City of New Bern has approved the initial bid and requested the County to do the same.

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

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

Agenda Date: February 17, 2020

Presenter: Jack Veit

Agenda Item No. 10

COUNTY MANAGER'S REPORT

Agenda Date: February 17, 2020

Presenter: _____

Agenda Item No. 11

COMMISSIONERS' REPORTS

Agenda Date: February 17, 2020

Presenter: _____

Agenda Item No. 12

RECESS TO WORK SESSION

1 THE BOARD OF COMMISSIONERS OF THE COUNTY OF CRAVEN MET IN
2 REGULAR SESSION IN DISTRICT COURTROOM #4 OF THE CRAVEN COUNTY
3 COURTHOUSE, 302 BROAD STREET, NEW BERN, NORTH CAROLINA, ON
4 FEBRUARY 3, 2020. THE MEETING CONVENED AT 7:00 P.M.

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6 **MEMBERS PRESENT:**

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

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15 **STAFF PRESENT:**

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

22
23 Following the Pledge of Allegiance, County Attorney, Arey Grady, recited the following
24 invocation:

25
26 *Almighty and eternal God, You have blessed us with creation and made us fellow*
27 *workers in bringing about Your kingdom.*

28
29 *So draw our hearts to You, so guide our minds, so fill our imaginations, that we may*
30 *have insight into Your purposes for Craven County and wisdom and determination in*
31 *providing for its future, that in all our works begun, continued, and ended in You, we*
32 *may glorify You in our care for all Your people.*

33
34 *All this we ask in Your holy name.*

35
36 *Amen.*

37
38 *Based upon the opening prayer given by Reverend Cara Spaccarelli for the January 7,*
39 *2014 session of the United States House of Representatives.*

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41 Chairman Liner moved to amend the agenda by removing Agenda Item #4, Trillium
42 Presentation, and Agenda Item #13, Commissioners' Reports. Commissioner Mitchell seconded
43 the motion which carried unanimously.

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PETITIONS OF CITIZENS (AGENDA TOPICS)

The following citizens addressed the Board:

1. Raynor James, 305 Calico Drive, New Bern
2. Hal James, 305 Calico Drive, New Bern
3. David Tripp, 1810 Butler Ford Road, Vanceboro
4. Rick Day, 204 Neuse Harbour Blvd, New Bern
5. Kate Blakefield, 3706 Darby Rd., Trent Woods
6. Larry Conley, 1301 Forest Drive, New Bern
7. Ceil Wasserman, 305 Augusta Ct., New Bern
8. Michaela Hampton, 4077 Reunion Pointe Lane
9. Cory Hunter, 501 Craven Street, New Bern
10. Helen Robinson, 1906 Cayenne Ct., New Bern
11. Valeria Truitt, 2407 Brice's Creek Rd., New Bern
12. Bill Hampton, 4077 Reunion Point Lane
13. Glenn Fink, 646 Goose Creek Rd., New Bern
14. Bill Harper, 4414 Old Cherry Pt. Rd., New Bern
15. Kevin Helmick, 396 Old Vanceboro Rd., New Bern
16. Chadwick Howard, 104 Trevino Lane
17. Guy Smith, 2523 Hickory St., New Bern
18. Catherine Stash, 211 Easterly Drive, New Bern
19. Ray Griffin, 1981 Streets Ferry Rd., Vanceboro
20. Doug Furgason, 4108 Edwards Way
21. Rep. Keith Kidwell, 53 Elks Rd., Chocowinity
22. Rep. Mike Speciale, 803 Stately Pines Rd., New Bern
23. Jim Kohr, 331 Miller Blvd., Havelock
24. Marty Dzioba, 2124 Royal Pines Drive, New Bern
25. Jerry Schill, 1406 Oxford Lane, New Bern
26. Linda Wahnsiedler, 1981 Acorn Drive, New Bern
27. Randall Siler, 3103 Side Saddle Lane, Trent Woods
28. Juan Arevale, 1300 Hills Neck Road, Ernul
29. Joshua Kohr, 331 Miller Blvd., Havelock
30. Susan Cools, 1230 Brices Creek Rd., New Bern
31. William Lentz, PO Box 846, Havelock
32. Tike Adams, 1380 Spring Garden Rd., New Bern

CONSENT AGENDA

Commissioner Liner motioned to approve the consent agenda, inclusive of the minutes of January 21, 2020, Resolution Recognizing Pastor John Watford, Tax Releases & Refunds and Township #9 Fire & Rescue Budget Amendment. Commissioner Mitchell seconded the motion which was approved 7-0 in a roll call vote.

93 Clerk to the Board, Nan Holton, read the resolution recognizing Pastor John Watford aloud for
94 the record.
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RESOLUTION

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RECOGNIZING PASTOR JOHN WATFORD

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100 **WHEREAS**, John Watford was raised in North Carolina by his mother, along with three
101 sisters, after his father was killed in the line of duty as a police officer in Columbia, SC in 1957;
102 and
103

104 **WHEREAS**, John Watford met the love of his life, Bonnie, and married her on
105 September 18, 1977; he and Bonnie had two beautiful daughters, who God used to teach him
106 about unconditional love and gentleness; and
107

108 **WHEREAS**, he was assigned his first pastorate at the Church of God, in New Orleans,
109 Louisiana on July 10, 1977 and served there until 1997; and
110

111 **WHEREAS**, while in New Orleans, Pastor John completed his B.A. in Theology;
112 founded a private Christian school which grew to 650 students; oversaw three major church
113 building projects; led his church on its first international crusade to the Philippines in 1986;
114 conducted mass crusades in fifty plus countries; and built orphanages in India; and
115

116 **WHEREAS**, Pastor John Watford also was a Restoration Mentor for pastors; was a
117 contributing writer for international Christian magazines and newspapers; had a radio ministry;
118 piloted the Discipleship Program for International Denomination (Timothy Program); and served
119 as a hurricane/flood disaster coordinator; and
120

121 **WHEREAS**, from 1997-2001 he helped plant and pastor a church in Dahlongea, GA,
122 where he led crusades to South Africa and India; completed his B.S. in Education and his M.A.
123 in Education; and coordinated disaster relief for Hurricane Katrina; and
124

125 **WHEREAS**, in 2002 he moved to New Bern, NC with the intent of retiring, but instead
126 taught classes at the community college, faithfully attended his home church Cornerstone
127 Assembly and assisted Pastor Jim Hogan however he requested; and
128

129 **WHEREAS**, in 2006 John Watford was elected to serve as the Lead Pastor of
130 Cornerstone Assembly, where he will serve until February 23, 2020; and
131

132 **WHEREAS**, while Lead Pastor at Cornerstone Assembly, he completed building
133 projects; began a Five Star After-School program; began summer camp programs; established a
134 Celebrate Recovery program; served as the Presbyter three times; oversaw twenty plus churches,
135 pastors and many credentialed ministers; established a Cornerstone Campus in Morehead City,
136 NC; and served as Coach/Mentor to Jake and Jessica Korkian; and
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WHEREAS, in addition, Pastor Watford assisted churches in First Responder Training and in development of security teams; served as the Disaster Relief Coordinator for the North Carolina Assemblies of God; coordinated relief supplies through local and federal relief agencies, providing life giving supplies for the communities in need; coordinated first responders, Christ in Action, in the aftermath of Hurricane Florence; coordinated with the Fuller Center for Disaster Rebuild, housing volunteers doing relief and repair in the community; and served on the Craven County Regional Disaster Recovery Board, helping coordinate the rebuilding of homes for those without financial means to do so.

NOW, THEREFORE, the Craven County Board of Commissioners acknowledges Pastor John Watford for his great love and service to God, his congregants, and his community.

Adopted this 3rd day of February, 2020.

Tax Releases and Refunds

Credits

TAXPAYER NAME	TICKET#	AMOUNT
CARISA, ANDREW SCOTT MILITARY EXEMPT	2019-402121	\$72.87
HARRELL, VINCON DONTE DID NOT OWN JANUARY 1	2019-211497	\$11.37
HART, OLIN JAMES IV DI D NOT OWN JANUARY 1	2019-211500	\$37.03
JONES, SYLVIA BERNICE MCLAWHORN RECYCLE FEE CORRECTION	HRS 2019-3023	\$60.00
KNISLEY, SHIRLEY L DID NOT OWN JANUARY 1	2019-202132	\$85.28
MCDavid, WILLIAM JR RECYCLE FEE CORRECTION	2018-38588	\$39.96
MOORE, OLIVER S III & CHRISTINE M NOT TAXABLE TO CRAVEN COUNTY	2019-207395	\$1,110.17
MORGAN, TYLER CHRISTOPHER CORRECTED DISCOVERED PROPERTY VALUE	2019-402316	\$126.62

184	NATURE BASKET INC	2019-203946	\$28.27
185	DID NOT OWN JANUARY 1		
186			
187	T & T PIZZA INC	2019-401244	\$1,447.15
188	DID NOT OWN JANUARY 1		
189			
190	T & T PIZZA INC	2019-401243	\$1,034.10
191	DID NOT OWN JANUARY 1		
192			
193	WHITFIELD, ROSANA HEIRS	2019-202641	\$61.20
194	DWELLING VACANT		
195			
196	12 - CREDIT MEMO (S)		\$4,114.02
197			
198			
199			
200	<i>Refunds</i>		
201			
202	DRED MITCHELL RENTAL PROPERTIES	2019-208415	\$129.48
203	DOUBLE BILLED		
204			
205	FORNES, DOROTHY	2019-204860	\$2.47
206	DOUBLE BILLED		
207			
208	MABRY, LESSIE LUCILLE	2019-48406	\$61.20
209	DWELLING VACANT		
210			
211	MAXWELL, ANNA M	2019-201026	\$61.20
212	DWELLING VACANT		
213			
214	MCDAVID, WILLIAM JR	2016-38332	\$37.26
215	RECYCLE FEE CORRECTION		
216			
217	MCDAVID, WILLIAM JR	2017-38612	\$36.00
218	RECYCLE FEE CORRECTION		
219			
220	TOLER, SHELTON P & TOLER, STEVIE J	2019-2668	\$310.46
221	DOUBLE BILLED		
222			
223	7 - REFUND (S)		\$638.07
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230 *Township #9 Fire & Rescue Budget Amendment*

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232 ***Fire Department***

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234	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
235				
236	2090000-29999	\$520.00	2094340-441104	\$520.00
237	Fund Balance – No. 9 Twp.		W/C No. 9 Twp. VFD	
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239	TOTAL	\$520.00	TOTAL	\$520.00

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241 **Justification:** To cover shortage for Worker Compensation Line items for an additional
242 premium of \$520 for No. 9 Township Fire & Rescue.

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244 **CREEKSIDE ELEMENTARY EASEMENT**

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246 Matt Montanye, Public Works Director with the City of New Bern, reported that the City will
247 begin construction soon on improvement to Old Airport Road between Taberna Circle and
248 Landscape Drive. As part of this project the City will be relocating the existing power poles and
249 overhead powerlines back to the existing right-of-way line, as well as realigning the drainage
250 way along Old Airport Road to make room for a wider and safer road that will include a center
251 turning lane and bike lanes on each side.

252

253 To complete this project the City of New Bern is in need of two easements along the front of the
254 Creekside Elementary School. These easements are described as follows:

255

- 256 1. A 10-foot drainage and utility easement for the relocation and maintenance of the
257 existing power poles and the existing drainage ditch along Old Airport Road.
- 258
- 259 2. A 10-foot temporary construction easement that will only exist during construction to
260 allow for construction activities to take place within the existing right-of-way.

261

262 As part of this project any area disturbed during construction will be repaired back to its original
263 condition.

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265 Commissioner McCabe motioned to approve the easements, as requested, seconded by
266 Commissioner Mitchell and carried unanimously.

267

268 **2ND AMENDMENT RESOLUTION**

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270 Clerk to the Board, Nan Holton, read the 2nd Amendment Resolution aloud for the record.
271 Chairman Mark invited Sheriff Chip Hughes to speak on the topic. Sheriff Hughes thanked the
272 public for participating in the debate and read aloud the oath of office he was given when sworn
273 in as Sheriff. He stated that he would never use County resources to seize weapons that are
274 lawfully obtained by citizens.

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276 Commissioner Bucher motioned to adopt the 2nd Amendment Resolution as presented. His
277 motion was seconded by Commissioner Liner and approved in a 7-0 roll call vote.

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COUNTY OF CRAVEN

**RESOLUTION OF THE BOARD OF COMMISSIONERS FOR
CRAVEN COUNTY, NORTH CAROLINA IN SUPPORT OF
RIGHTS AFFORDED BY THE
SECOND AMENDMENT TO THE UNITED STATES CONSTITUTION**

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WHEREAS, the Craven County Board of Commissioners supports the United States Bill of Rights reinforcing guarantees of individual rights and limitations of federal and state governments; and

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WHEREAS, the Second Amendment to the United States Constitution provides that “[A] well regulated militia, being necessary to the security of a free state, the right of the people to keep and bear arms, shall not be infringed”; and

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WHEREAS, similarly Article 1, Section 30 of the Constitution of North Carolina provides in part that “[A] well regulated militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed....”; and

298
299
300

WHEREAS, in *District of Columbia v. Heller*, 554 U.S. 470 (2008), the United States Supreme Court held that the Second Amendment protects an individual right to possess a firearm unconnected with service in a militia, and to use that firearm for traditionally lawful purposes, such as self-defense within the home, and in *McDonald v. City of Chicago*, 561 U.S. 742 (2010), the United States Supreme Court held that the right of an individual to keep and bear arms as protected by the Second Amendment applies to individual States; and

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WHEREAS, the Craven County Board of Commissioners is concerned about any effort by the North Carolina General Assembly or United States Congress to enact legislation unconstitutionally infringing upon a citizen’s individual right to possess a firearm and to use a firearm for traditional lawful purposes as the United States Supreme Court has interpreted the Constitution; and

310
311
312

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316

WHEREAS, the Craven County Board of Commissioners supports the decisions of the United States Supreme Court that interpret the Second Amendment as giving individuals the right to bear arms and use firearms for traditionally lawful purposes.

317
318

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for Craven County, North Carolina that:

319
320
321
322

Section 1. The Craven County Board of Commissioners supports the Second Amendment right of citizens to possess firearms and to use firearms for traditionally lawful purposes.



323
 324 Section 2. In support of the citizenry’s Second Amendment rights, the Craven
 325 County Board of Commissioners will take all necessary steps within its power to ensure
 326 that legislative bodies do not enact legislation unconstitutionally infringing the Second
 327 Amendment right of citizens to bear arms and use firearms for traditionally lawful
 328 purposes, such action including but not limited to lobbying of legislative delegations and
 329 intervention in litigation challenging such legislation.

330
 331 Section 3. As further indicia of support for rights afforded citizens by the Second
 332 Amendment, the Craven County Board of Commissioners declares Craven County to be
 333 a “Second Amendment Refuge”.

334
 335 **ADOPTED** the 3rd day of February, 2020.

336
 337 A two minute recess was taken to allow citizens to leave the meeting if they desired.

338
 339 **DEPARTMENTAL MATTERS: TAX – REPORT OF UNPAID 2019 TAXES & TAX**
 340 **LIEN ADVERTISEMENT DATE**

341
 342 Tax Administrator, Ronnie Antry, stated that NCGS 105-369(a) requires that he present a report
 343 on the amount of 2019 taxes that remain unpaid. Mr. Antry reported that \$2,117,273.41 remains
 344 unpaid which are a lien upon real estate. He attributed this to the delay in mailing out notices
 345 due to transitioning into new software. The statute also requires the Board to order the Tax
 346 Administrator to advertise the liens for 2019 in a newspaper of general circulation in the county.
 347 Mr. Antry requested the liens be advertised in *The Sun Journal* on April 13, 2020.

348
 349 Commissioner Liner motioned to receive the report and to order the Tax Administrator to
 350 advertise the liens, seconded by Commissioner Mitchell and approved unanimously.

351
 352 **DEPARTMENTAL MATTERS: EMERGENCY SERVICES**

353
 354 *City of New Bern Fire & Rescue First Responder*

355
 356 Emergency Services Director, Stanley Kite stated that the Craven County EMS Advisory
 357 Council recommends the approval of the City of New Bern Fire & Rescue application for the
 358 First Responder Franchise to change the level of care from Medical Responder to EMT Basic
 359 Level of care. The application also has endorsement from CarolinaEast EMS and the EMS
 360 System Medical Director, Stanley Koontz.

361
 362 Commissioner Mitchell motioned to approve the application, as recommended, seconded by
 363 Commissioner McCabe.

364
 365 Commissioner Liner invited Alderman Jeffrey Odham to speak on the topic. Alderman Odham
 366 requested that the Board table the topic until he had time to discuss with his peers. After some
 367 discussion, Commissioners Mitchell and McCabe withdrew their motions.

369 Commissioner Liner motioned to table the application for the City of New Bern Fire & Rescue
370 First Responder application until the meeting on February 17, 2020. His motion was seconded
371 by Commissioner Mitchell and approved unanimously.

372

373 *City of Havelock Communication – Emergency Medical Dispatch*

374

375 Mr. Kite stated that the Craven County EMS Advisory Council recommends the approval of the
376 City of Havelock Communications application for the 911 Center to implement the Emergency
377 Medical Dispatch (EMD) Protocols and Procedures with Priority Dispatch. This will allow
378 Havelock Communications to give pre-hospital instructions to the citizens.

379

380 Commissioner Jones motioned to approve the application, as recommended, seconded by
381 Commissioner Bucher and approved unanimously.

382

383 *Craven County Disaster Recovery Alliance (CCDRA)*

384

385 John Robinson, Disaster Recovery Chairman, stated that the CCDRA is up against a deadline as
386 FEMA is closing out their housing program in the middle of March.

387

388 He stated that Craven County Disaster Recovery Alliance would like to enter into an agreement
389 with Craven County to purchase five (5) FEMA trailers for disaster recovery construction.
390 CCDRA does not qualify to purchase the trailers directly from FEMA and would like for the
391 County to enter into an agreement and purchase the trailers. CCDRA has grant funding that
392 would be used to purchase the travel trailers and other costs associated with these units. Based
393 on requirements from NC-Emergency Management Office, the travel trailers must be purchased
394 by a county government and held as an asset by the County for two years.

395

396 Commissioner Mitchell motioned to approve the purchase of five trailers at \$5,000 each and
397 enter into a use agreement with CCDRA. Commissioner Liner seconded the motion which
398 carried 7-0 in a roll call vote.

399

400 **DEPARTMENTAL MATTERS: SHERIFF**

401

402 *School Resource Officers (SRO) Budget Amendment*

403

404 County Manager, Jack Veit, reviewed that at the January 21, 2020 meeting the Board was made
405 aware of three SRO positions obtained through a grant and that the Sheriff's Office would be
406 receiving two of those positions. Sheriff Hughes presented the Board with total costs for the two
407 SRO's, broken down into individual and specific categories. Salary related costs were
408 \$35,478.00 and SRO equipment costs were \$105,782.00 for a total overall budget amendment of
409 \$141,260.00.

410

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

413

414

415 *Sheriff's Office*

416				
417	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
418				
419	1010000-39901	\$141,260.00	1014310-41002	\$24,878.00
420	Fund Balance Current Year		Full-time Salaries	
421			1014310-41101	\$ 1,904.00
422			Fica	
423			1014310-41102	\$ 2,414.00
424			Retirement	
425			1014310-41105	\$ 1,244.00
426			401K LEO	
427			1014310-41104	\$ 740.00
428			Workers Comp	
429			1014310-41106	\$ 3,972.00
430			Health	
431			1014310-41107	\$ 294.00
432			Dental	
433			1014310-41108	\$ 12.00
434			Life	
435			1014310-41109	\$ 20.00
436			Disability	
437			1014310-43502	\$ 4,310.00
438			Uniforms	
439			1014310-47321	\$14,036.00
440			Capital Outlay \$500-\$4,999	
441			1014310-47301	\$87,436.00
442			Capital Outlay over \$5,000	
443				
444	TOTAL	\$141,260.00	TOTAL	\$141,260.00

445
 446 **Justification:** This budget amendment will support the salary/benefits and necessary equipment
 447 purchase to fund two (2) SRO positions for the Craven County Sheriff's Office.

448
 449 There was discussion regarding \$98,000 being refunded back to the County.

450
 451 *Acquisition of Surplus Equipment*

452
 453 Chief Bobby West presented the Board with information on the MRAP (Mine Resistant Ambush
 454 Protection) asset. He stated that the Craven County Sheriff's Office is requesting approval to
 455 acquire an MRAP (Mine Resistant Ambush Protection) asset which will allow the Sheriff's
 456 Office to conduct safety of life rescue missions, continue outstanding partnership with
 457 Emergency Management during disasters, traverse high water during disasters, provide
 458 protection against rescues conducted in high heat (wildfires), and provide a secure platform from
 459 which to launch law enforcement specific rescue missions.

460

461 The primary purpose of this vehicle is to provide protection to the citizens of Craven County and
462 prevent the loss of life with which no dollar value can be placed.

463
464 This opportunity has been granted through the Federal Defense Logistics Agency (DLA) Law
465 Enforcement Support Office Program in coordination with the State Coordinator for Law
466 Enforcement Support Services (LESS) office in Raleigh. The LESS office acts as the state level
467 coordinator of this program and is located within the North Carolina Department of Public
468 Safety.

469
470 He commented that this vehicle normally cost approximately \$500,000-\$700,000 to procure
471 (depending on the variant). If accepted, the Sheriff's Office would receive this vehicle at no cost
472 beyond the cost of transporting the vehicle from the location of acquisition, applying agency
473 logos, replacing batteries, and any additional equipment needed for missions. Chief West
474 highlighted the following statistics:

- 475
476 **Normal cost of these awarded vehicles:**
- 477 • Shipping usually cost \$6,000 "+"
 - 478 • Re-painting usually cost \$6,000 "+"
 - 479 • Replacing fluids cost approx. \$1,000.
 - 480 • These vehicles normally ship out of either Red River, TX or Sierra, CA. (which causes
481 the shipping cost to be extensive)

- 482
483 **The following arrangements have been secured for delivery of this vehicle:**
- 484 • This vehicle is located in Charleston, SC which reduces transport cost.
 - 485 • Transportation has been secured for approx. \$1400.00. (round trip)
 - 486 • MRAP's which have been dispersed out of the Charleston site to date have been
487 averaging 95-100 miles on the odometer. (these vehicles are relatively unused)
 - 488 • The fluids are still in the vehicle due to it being fairly unused.
 - 489 • We have been given permission to place our agency logo, badge and ID on the vehicle
490 which will complete the painting requirement (saves \$6,000"+")
 - 491 • Nominal cost for miscellaneous items such as batteries, or equipment needed for missions
 - 492 • This vehicle operates on commercial diesel fuel

493
494 Commissioner Liner stated that last month this topic was tabled until the February 17, 2020 work
495 session and he requested the Board to look at their Rules of Procedures about not authorizing
496 funding that is not an emergency. Others commented on the safety of the officers, the need of
497 the public being aware of barricade situations after they happen, and the need of protecting
498 children through SROs.

499
500 Commissioner Bucher motioned to approve the acquisition of an MRAP, as requested, seconded
501 by Commissioner Mitchell and in a roll call vote approved with six (6) "ayes", there being one
502 (1) "nay" from Commissioner Liner.

503
504

APPOINTMENTS

Chairman Mark reviewed the following pending appointments:

- Adult Care Home Advisory Committee
- Nursing Home Advisory Committee
- Senior Legislative Tarheel Alternate
- Board of Equalization and Review
- Juvenile Crime Prevention Council
- Recreation Advisory Committee

Vice Chairman Jones stated he has received an application from Rodney Russell to serve on the Board of Equalization and Review and was recommending him for appointment. Mr. Russell was appointed by acclamation.

Upcoming Appointments

Chairman Mark reviewed the following upcoming appointments:

- Craven Aging Planning Board
- Nursing Home Advisory Board
- Craven County Health Board

There was no County Attorney report.

PETITIONS OF CITIZENS (GENERAL TOPICS)

The following citizen spoke:

1. Kelli Muse, North Ridge Rd., New Bern

COUNTY MANAGER'S REPORT

County Manager, Jack Veit, reported on the Recovery Alliance Symposium held last Thursday at the Convention Center and information shared between the participants. He also reported that the Hwy. 17/64 meeting would be held at the Convention Center on April 29th and invited the Commissioners to attend if they are able. Mr. Veit informed the Board that the 2021 Budget was kicked off in the morning and reminded them of the upcoming work session following their regular meeting on February 17th. He indicated that it would be a long day and that lunch would be provided.

CLOSED SESSION

At 9:41 p.m. Commissioner Liner motioned to enter into Closed Session pursuant to NCGS 143-318.11(a)(6) for a personnel matter. His motion was seconded by Commissioner Mitchell and approved unanimously.

551
552 At 9:55 p.m. Vice Chairman Jones motioned to return to Open Session; seconded by
553 Commissioner McCabe and carried unanimously.
554
555 There was nothing to report.
556
557 At 9:56 p.m. Commissioner Jones motioned to adjourn; seconded by Commissioner Mitchell and
558 carried unanimously.

Craven County

RELEASES SUBJECT TO BOARD APPROVAL ON 2/17/2020

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
ALEXANDRE, JEAN CLAUDE JR MILITARY EXEMPT	103677	2019	401324	12.88
ALEXANDRE, JEAN CLAUDE JR MILITARY EXEMPT	103677	2019	401323	12.09
ALEXANDRE, JEAN CLAUDE JR MILITARY EXEMPT	103677	2019	401322	12.84
ALEXANDRE, JEAN CLAUDE JR MILITARY EXEMPT	103677	2019	401321	11.92
ALEXANDRE, JEAN CLAUDE JR MILITARY EXEMPT	103677	2019	401320	11.01
ALEXANDRE, JEAN CLAUDE JR MILITARY EXEMPT	103677	2019	401319	10.41
BANKS, PATTY MORTON WILLIS DOUBLE BILLED	120706	2019	10816	224.13
COBB, CHARLES GLENN BILLING ERROR	1008	2019	210458	91.95
COOMBS, BONETA JOYCE DWELLING VACANT	1467700	2019	5854	61.65
ENSLEY, BONNIE L NOT TAXABLE TO CRAVEN COUNTY	120174	2019	212648	34.55
FEDAIR LLC NOT TAXABLE TO CRAVEN COUNTY	76312	2019	204448	1,230.36
GAROLDS, JASMINE TIFFANY DID NOT OWN JANUARY 1	105916	2019	208022	20.46
GASKINS, REBECCA TRIPP DISCHARGED BY BANKRUPTCY	49959	2010	19271	360.81
GASKINS, REBECCA TRIPP DISCHARGED BY BANKRUPTCY	49959	2011	21298	329.15
GASKINS, REBECCA TRIPP DISCHARGED BY BANKRUPTCY	49959	2012	21130	298.49
GURNEY, JEFFREY EDWARD NOT TAXABLE TO CRAVEN COUNTY	21437	2019	211482	116.88
HERRING, ALLIE RAY JR & JUNE A DOUBLE BILLED	3336300	2019	401415	127.49
HERRING, ALLIE RAY JR & JUNE A DOUBLE BILLED	3336300	2019	401417	109.09
HERRING, ALLIE RAY JR & JUNE A DOUBLE BILLED	3336300	2019	401420	126.05
HERRING, ALLIE RAY JR & JUNE A DOUBLE BILLED	3336300	2019	401418	116.70
HIGH CLASS LAWN CARE INC DID NOT OWN JANUARY 1	63373	2019	400829	17.93
HOARD, STEPHEN HOARD IV NOT TAXABLE TO CRAVEN COUNTY	126640	2019	400196	2,383.82
JONES, KOLT ZIMMERMAN DID NOT OWN JANUARY 1	117147	2019	209991	193.50
JONES, TERRA NICOLE DISCHARGED BY BANKRUPTCY	201009038230	2010	553575	54.61
RIGGS, BRUCE E & PATRICIA H DOUBLE BILLED	37376	2019	400392	609.09
RIGGS, BRUCE E & PATRICIA H DOUBLE BILLED	37376	2019	400391	507.48

Craven County

RELEASES SUBJECT TO BOARD APPROVAL ON 2/17/2020

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
RIGGS, BRUCE E & PATRICIA H DOUBLE BILLED	37376	2019	400390	491.76
SIMPSON, SHADE HRS RECYCLE FEE CORRECTION	104511	2019	3570	61.20
SMITH, CHELSEA PAIGE DOUBLE BILLED	106026	2019	400415	323.82
WILLIAMS, MARIA MIDGETTE DISCHARGED BY BANKRUPTCY	201206083440	2012	533345	73.70
30 RELEASES SUBJECT TO BOARD APPROVAL ON 2/17/2020				8,035.82

417 S. Main Street
PO Box 430
Cove City, NC 28523

February 06, 2020

Mr. Jack Veit, III
Craven County Manager
Craven County Commissioners
406 Craven Street
New Bern, NC 28560

Dear Mr. Veit

Cove City established its first rescue squad in 1981 as a Basic squad with 22 members. Our squad was originally located at the old Cove City Fire Department (which is now our Library). In 1989, our squad made the decision to become a "D" level squad. In 1992, we were blessed with our new building at 417 South Main Street. In June of 1998, we were approved by the County to become an ALS squad and in March of 2012 our squad was approved to become a Paramedic Level Squad (which was the first paramedic squad in the Western part of the county).

In May of 1981, the squad purchased a used 1975 Ford Modular Unit from Hookerton Rescue Squad.

In February of 1983, the squad purchased a used 1974 Dodge Type II ambulance from Goldsboro Rescue Squad for \$2,800.

In April of 1985, the squad purchased a new 1985 Wheeled Coach Modular Unit at a cost of \$34,516. We received \$12,500 from Craven County and \$10,500 from the Town of Cove City.

In 1986, the squad purchased a 1986 Ford Type II ambulance for \$25,800.

In January 1991 the squad purchased a used 1977 F350 Custom Ford Equipment truck for \$6,000 which we gave Cove City Fire Department.

In June 1991, the squad voted to purchase a new ambulance instead of repairing the 1985 wrecked unit. We purchased a Wheeled Coach for \$56,600

In 2004, the squad purchased a 2003 E450 Ford Lifeline Superliner Type III ambulance from Southeastern Specialty Vehicles. Cost of this ambulance was \$94,500. Borrowed \$30,000 from BB&T at variable interest rate of prime plus 1%.

In April of 2009, the squad purchased a Ford E450 Lifeline Ambulance Module for \$134,900. We received \$25,000 DOI Grant and \$25,000 from Craven County toward the purchase price.

In September of 2018, our squad incurred additional cost of \$23,206.34 due to the devastation of Hurricane Florence. We filed with the County for reimbursement by FEMA, but to date, we have not received reimbursement.

We pride ourselves in managing our finances and have been able to purchase upgraded equipment to better our patients and community. Below is a recap of some of the equipment that we have purchased (copies attached with full details):

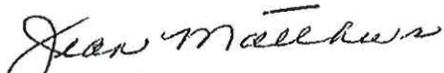
- (2) Life Pak 15 Monitor/Defib, CPR, Pace.
- (2) Lucas (does automatic compression for CPR)
- (2) Stair Chairs Pro
- (2) Self-loading Stryker Power Stretchers
- King Vision System

We are here today to ask you, our Craven County Commissioners, for approval to purchase a new 2019 PL Custom Type I Classic 170 with Ford F-550 Series 4X4 Chassis for \$211,000. We will be purchasing this ambulance from C. W. Williams out of Rocky Mt., NC. This price includes: Lifetime warranty on electrical and structural ; local manufacturer service; frame is constructed solid with crash protection in mind; new center access seating complies with the new standard along with the harness protecting the medic while in motion; on board 110 vac inverter providing power to all our equipment; full cab seating; a Voyager 7" LCD monitor with two (2) cameras (one in patient action area and one rear-view camera); Cove City Custom graphics; striping and chevron; installing our Stryker powered self-loading mechanism stretcher from our old unit; install refrigerator (for medications). Vehicle specifications are attached for your review.

If approved, our plans are to pay \$61,000 down and we would finance the remaining balance of \$150,000. We have applied for a loan with BB&T for the \$150,000 for 2 years with interest rate of 4%. We currently have eight (8) paid employees (and 9 volunteer members), therefore we have to keep a sufficient amount of monies to cover our payroll as well as our normal monthly expenses. With that being said, Cove City Rescue Squad has operated since 1991 with monies allocated to us by Craven County and monies received from grants, donations, and fund raisers. We are planning on selling our 2003 Ford Ambulance (which is 17 years old and the cost of maintenance on this unit has been extensive and still needs to be upgraded to accommodate our current electrical needs) and will apply those proceeds to our loan.

Sincerely,

Cove City Rescue Squad


Jean Matthews, Captain


Dorrie McCoy, Treasurer



**Commercial
Equipment Capital**

TEL: 717-735-8808
FAX: 844-248-9591
aschmid@bbandt.com

TO: Cove City Fire and Rescue, Inc.
FROM: Andrea Schmid
DATE: January 31, 2020
RE: Equipment Finance Proposal

BB&T Commercial Equipment Capital Corp., is pleased to present you the following equipment leasing proposal for your review and consideration.

EQUIPMENT: 2019 PL Classic Type I Chassis 170 w/ Ford F550 Series
EQUIPMENT COST: \$150,000
ADVANCE PAYMENT: None – first payment is due 30 days after funding
TERM: 24 Months
RATE: 3.79%
PAYMENT STRUCTURE: Monthly
PAYMENT AMOUNT: \$6,499.73
DOCUMENTATION FEE: \$395.00 (due at closing)

Terms

This proposal is valid for 30 days from today and is subject to documentation review and final acceptance by BB&T by execution of a lease agreement. The Payment Factor stated above was calculated based upon the interpolated 24-month Interest Rate Swap of 1.461000% on January 30, 2020. Any change upward until commencement will result in a new rate. The rate will be fixed at the date of commencement for the remaining term. This proposal is subject to final credit approval by BB&T and additional credit information may be required. In addition the obligation of BB&T to complete the transaction described by this proposal is subject to the financial condition of Cove City Fire and Rescue, Inc. (and any guarantors of this transaction) not suffering any material adverse change from the date of the credit information submitted to BB&T.

If the foregoing meets with your approval, please sign the enclosed copy and return it to BB&T Commercial Equipment Capital Corp. on or before the proposal Expiration Date set forth above.

Thank for allowing us the opportunity to present this proposal. If you have any questions, please call me at (717) 735-8808.

Borrower: Cove City Fire and Rescue, Inc.

By: _____

APPARATUS PROPOSAL

JANUARY 16, 2020



This proposal has been prepared for:

Cove City Emergency Medical Services

The Company hereby proposes to furnish to you, subject to proper execution of a purchase agreement by you and by an officer of this Company, the following apparatus and equipment to be built in accordance with the attached specifications:

One (1) ----- PL Custom Type 1 Classic 170 w/Ford F-550 Series, 4x4 Chassis.

\$ 211,000.00

To include:

- Supply and Install Voyager 7" LCD Monitor back up camera
Parts and Labor.
- Supply and Install Custom Graphics, Striping and Emergency Chevron
- Remove and Install Customer Supplied Stretcher System.
- Supply and Install Refrigerator for Medical Supplies in Action Area

Delivery will be F.O.B. at the Company's physical location of 574 English Road, Rocky Mount, North Carolina within approximately 60-90 days after receipt of the purchase order.

Payment in full shall be made upon final inspection at Company's physical location of 574 English Road, Rocky Mount, North Carolina. This proposal shall expire unless accepted within 30 days after the date first set above. This expiration date may be extended, in writing, at the discretion of the Company.

Company: *C.W. Williams & Co., LLC.*
800-277-3473

Approved By: _____

*Pending Purchase Order

By: W. Bryan Hill



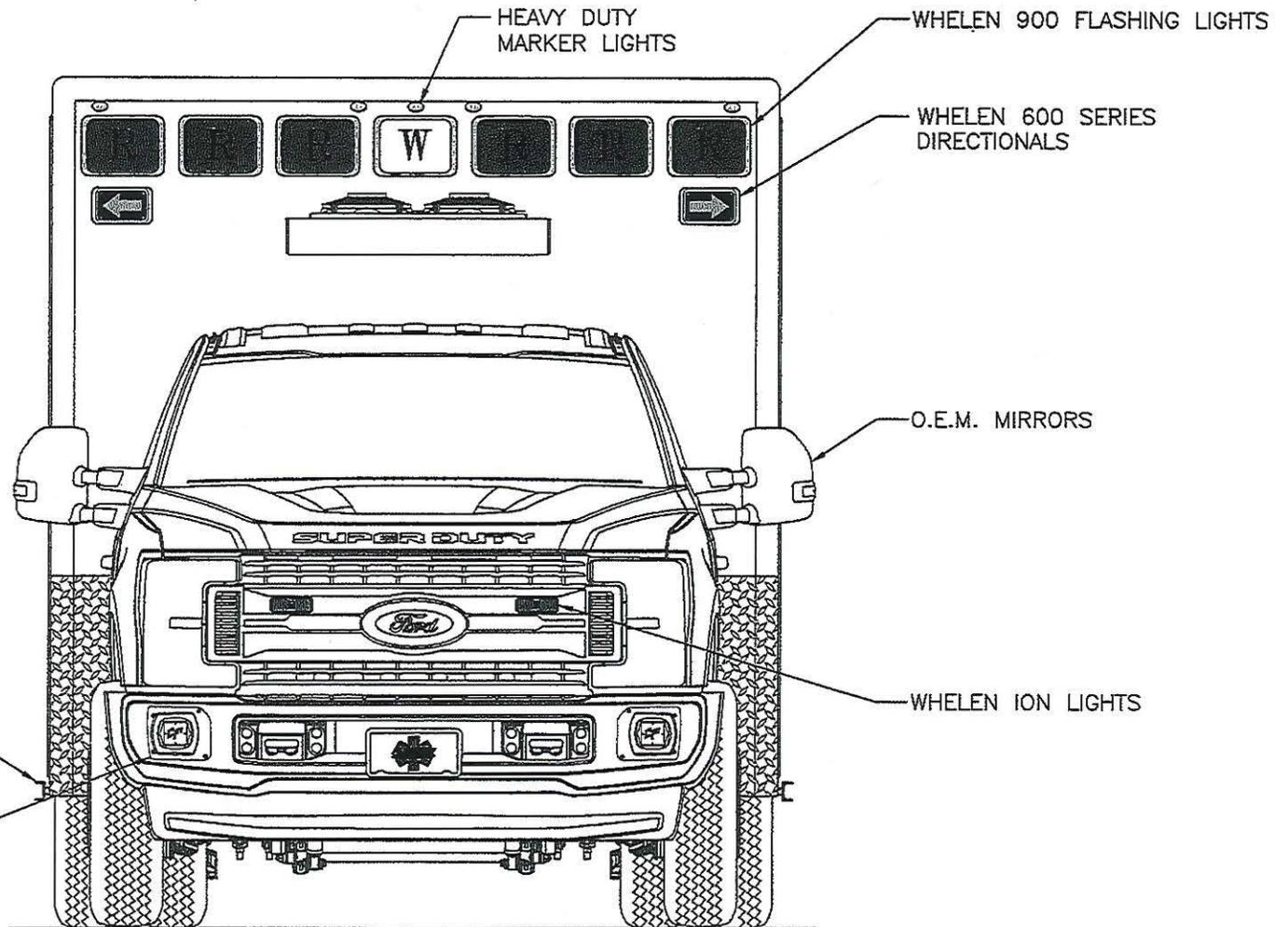
CUSTOM DESIGNED FOR
PL STOCK CLASSIC
FORD F550
BY
P.L. CUSTOM
EMERGENCY VEHICLES

19-3917 A4590

PAGE 1



"NOTICE"
This drawing and data thereon shall not be duplicated, used or disclosed to others for procurement or manufacturing purposes, except as otherwise authorized by contract, without written permission of P.L. CUSTOM BODY & EQUIPMENT CO., INC. We reserve the right to make changes at any time, without notice, in materials, equipment & specifications. Written specifications take precedence over drawings which are for clarity only. All reproductions shall bear this notice.



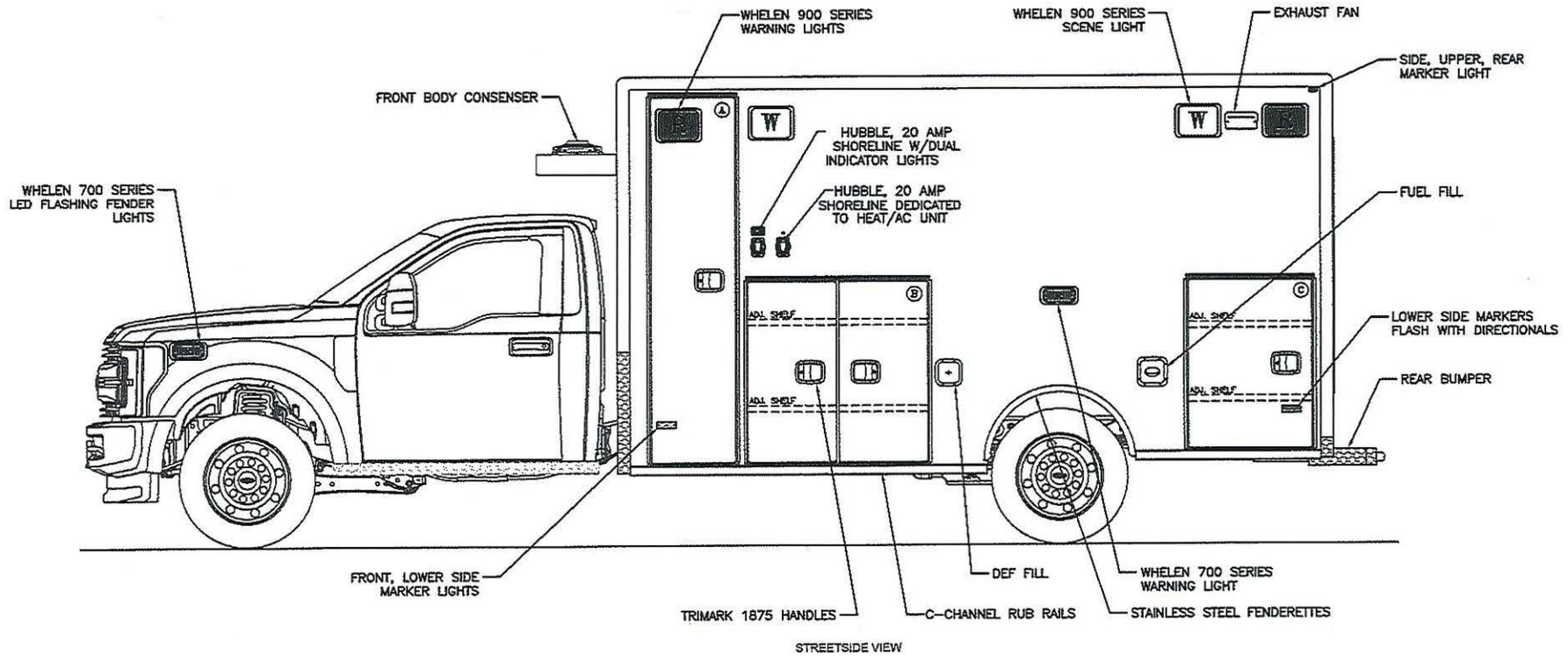
EXTERIOR DIMENSIONS

HEIGHT 112" (+/-2)
 LENGTH 170 1/4"
 WIDTH 99"

FRONT VIEW



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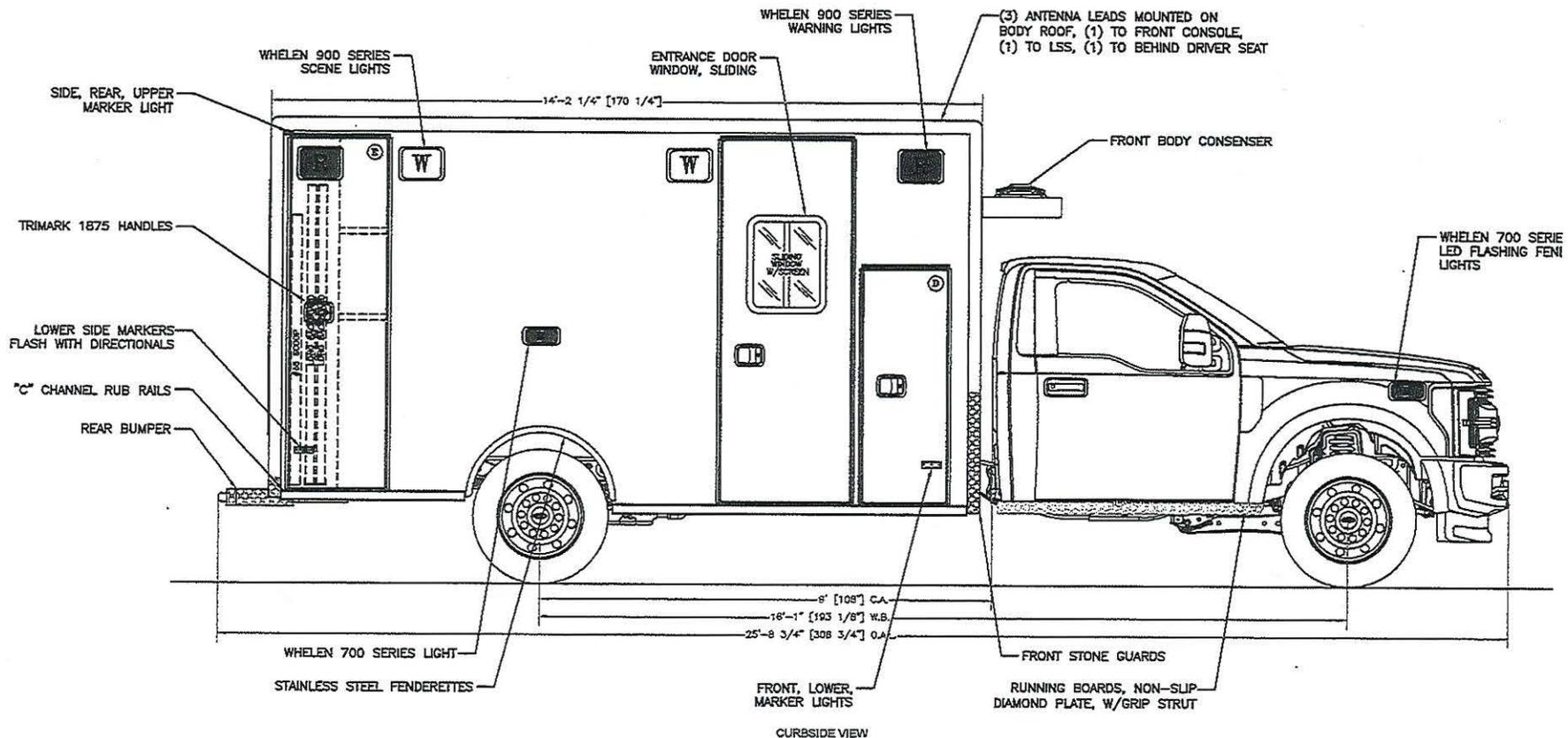
OPENING DESCRIPTIONS				
ALL DIMENSIONS APPROXIMATE				
	WIDTH	HEIGHT	DEPTH	PURPOSE
(A)	20	86	21	OXYGEN STORAGE
(B)	43 3/8	42	20	EXTERIOR STORAGE
(C)	31	39	20	EXTERIOR STORAGE

EXTERIOR DIMENSIONS
 HEIGHT 112" (+/-2)
 LENGTH 170 1/4"
 WIDTH 99"

- NOTES:**
- 1.) DRAWINGS ARE FOR REPRESENTATIONAL PURPOSES ONLY.
 - 2.) ALL DIMENSIONS SHOWN ARE APPROXIMATE.
 - 3.) EXTERIOR COMPARTMENT DIMENSIONS REFLECT WALL TO WALL MEASUREMENTS. PASS THROUGH OPENINGS WILL BE SMALLER.
 - 4.) INTERIOR CABINET DIMENSIONS REFLECT THE CABINET OPENING. PASS THROUGH OPENINGS WILL BE SMALLER.
 - 5.) DIMENSIONS FOR OVERALL HEIGHT AND OVERALL LENGTH ARE APPROXIMATE UNTIL THE CHASSIS IS BUILT AND RECEIVED AT OUR FACTORY.



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OPENING DESCRIPTIONS				
ALL DIMENSIONS APPROXIMATE				
	WIDTH	HEIGHT	DEPTH	PURPOSE
(D)	20	55	33" ABOVE FLOOR 20" BELOW FLOOR	INTERIOR/EXTERIOR ACCESS STORAGE
(E)	24 1/2	83	21	BACKBOARD STORAGE
	29	80		SIDE ENTRANCE DOOR

**EXTERIOR
DIMENSIONS**

HEIGHT 112" (+/-2)
LENGTH 170 1/4"
WIDTH 99"

NOTES:

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PAGE 4



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WHELEN 900 SCENE LIGHTS

HEAVY DUTY
MARKER LIGHTS

WHELEN 900 FLASHING LIGHTS

REAR ENTRANCE
DOOR WINDOWS

REAR RED FLASHING LIGHTS
TO OPERATE AS BRAKE LIGHTS

WHELEN 900 SERIES
LED FLASHING LIGHTS

TRIMARK 1875 HANDLES

9'-4" [112"] O.A.H.
+/- 2"

WHELEN 600
DIRECTIONAL LIGHTS

WHELEN 600 STOP/TAIL
& BACKUP LIGHTS

"C" CHANNEL RUB RAILS

REAR BUMPER

REAR DOCK BUMPERS

LIFT UP REAR STEP
RECESSED

8'-3" [99"] O.A.W.

REAR VIEW

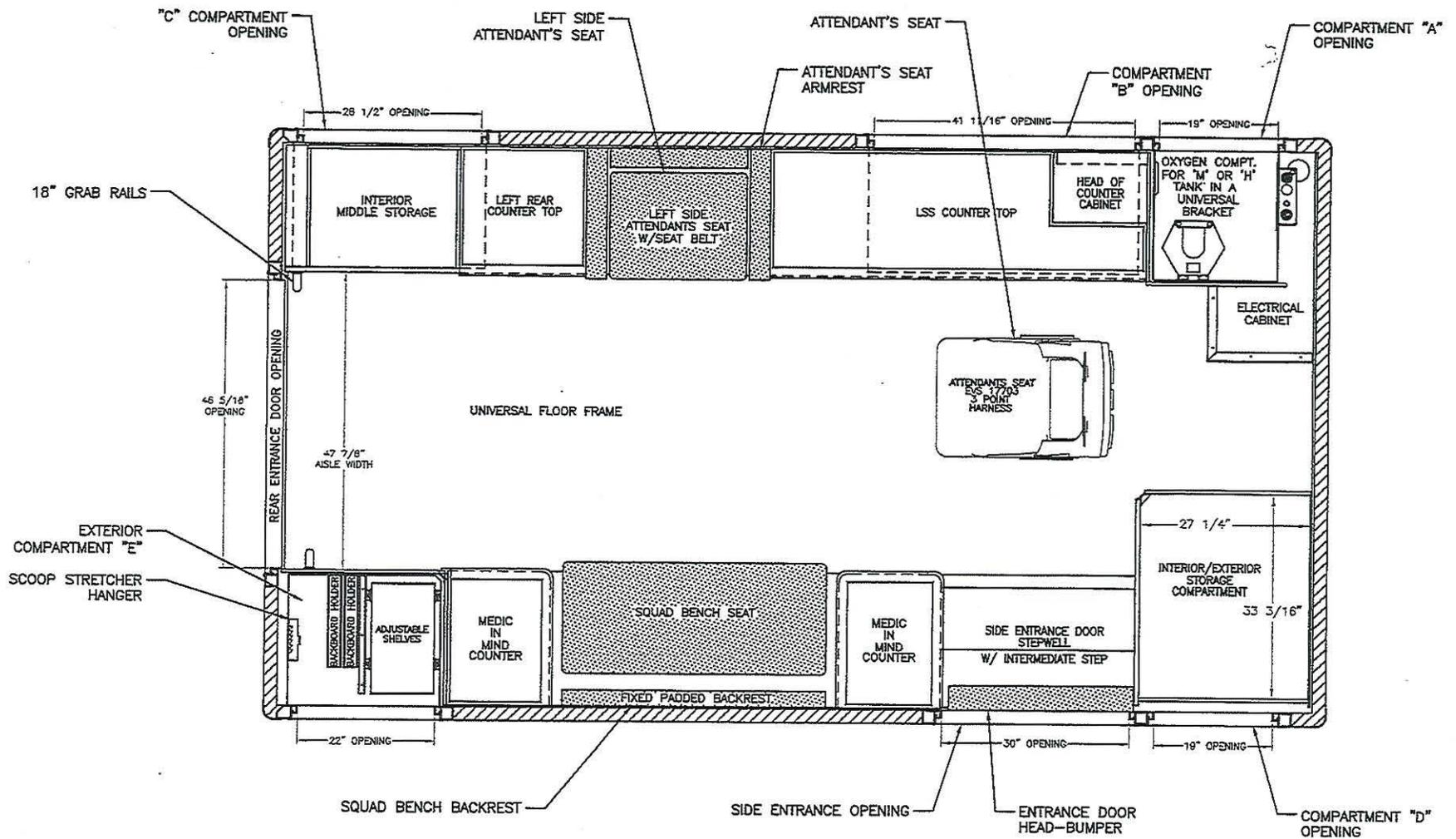
OPENING DESCRIPTIONS			
ALL DIMENSIONS APPROXIMATE			
WIDTH	HEIGHT	DEPTH	PURPOSE
44 1/4	60		REAR ENTRANCE DOORS

NOTES:

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- 3.) EXTERIOR COMPARTMENT DIMENSIONS REFLECT WALL TO WALL MEASUREMENTS. PASS THROUGH OPENINGS WILL BE SMALLER.
- 4.) INTERIOR CABINET DIMENSIONS REFLECT THE CABINET OPENING. PASS THROUGH OPENINGS WILL BE SMALLER.
- 5.) DIMENSIONS FOR OVERALL HEIGHT AND OVERALL LENGTH ARE APPROXIMATE UNTIL THE CHASSIS IS SUIT AND RECEIVED AT OUR FACTORY.



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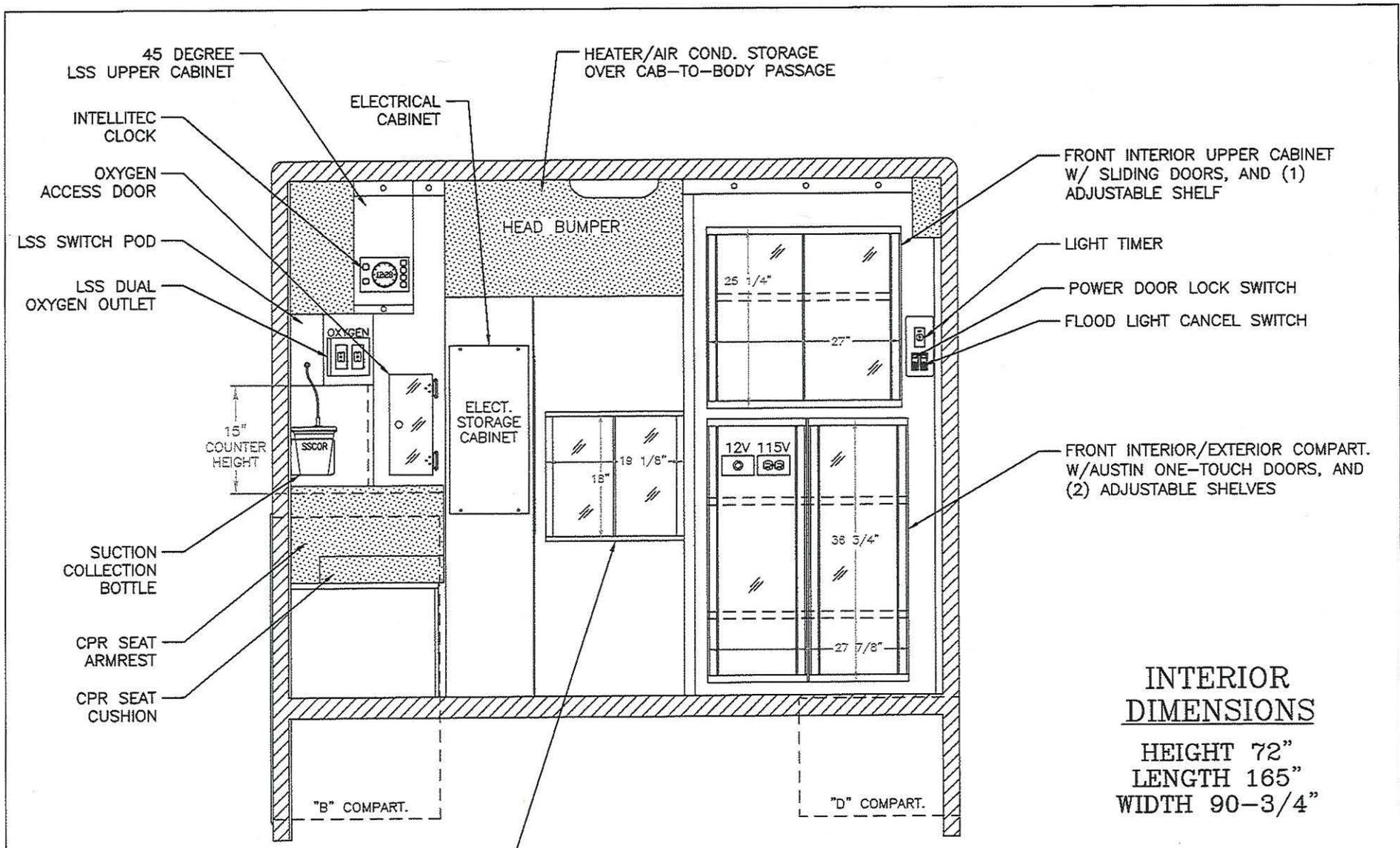
FLOOR PLAN

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INTERIOR DIMENSIONS

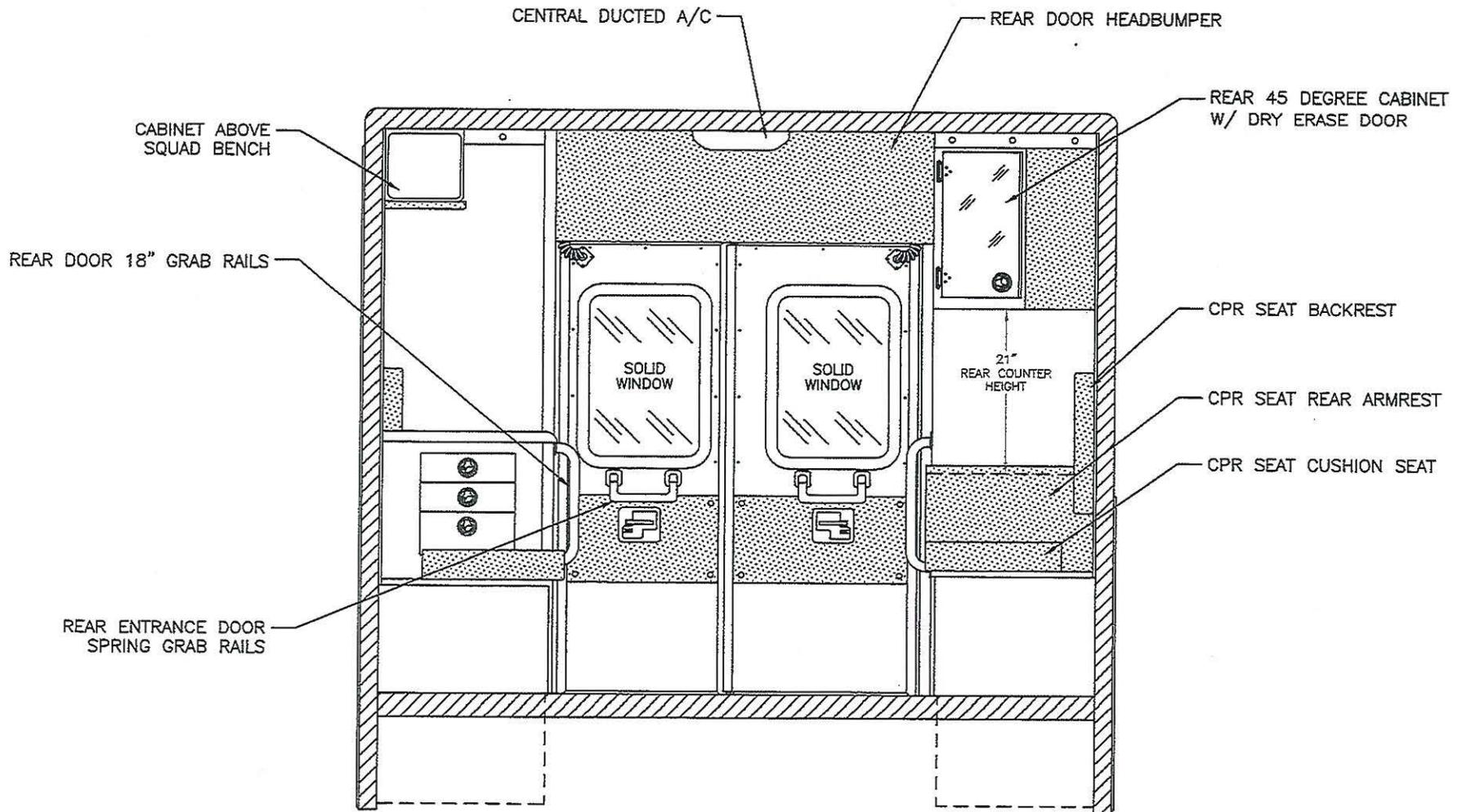
HEIGHT 72"
 LENGTH 165"
 WIDTH 90-3/4"

- NOTES:**
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FRONT VIEW



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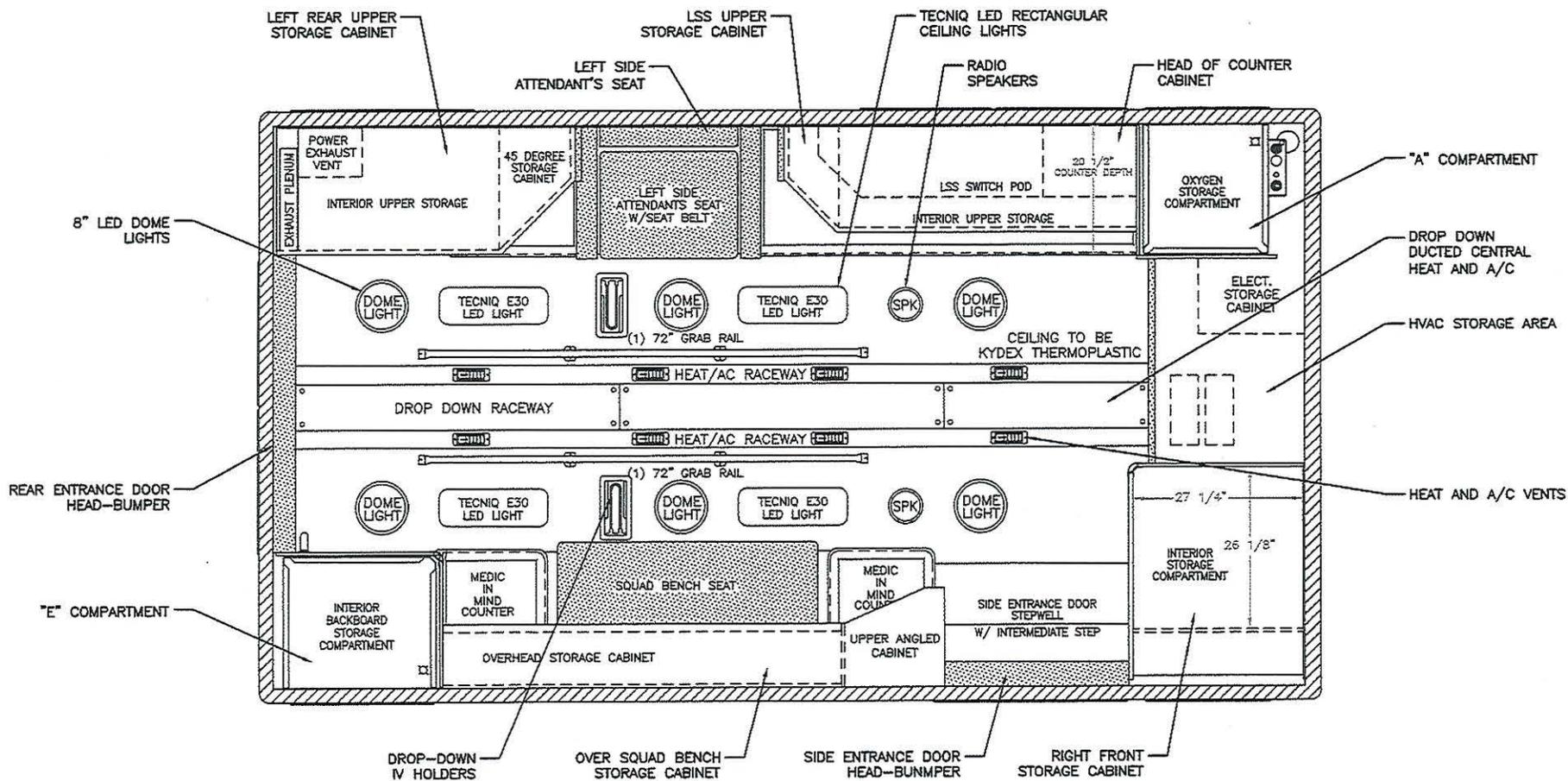
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REAR VIEW

PAGE 8



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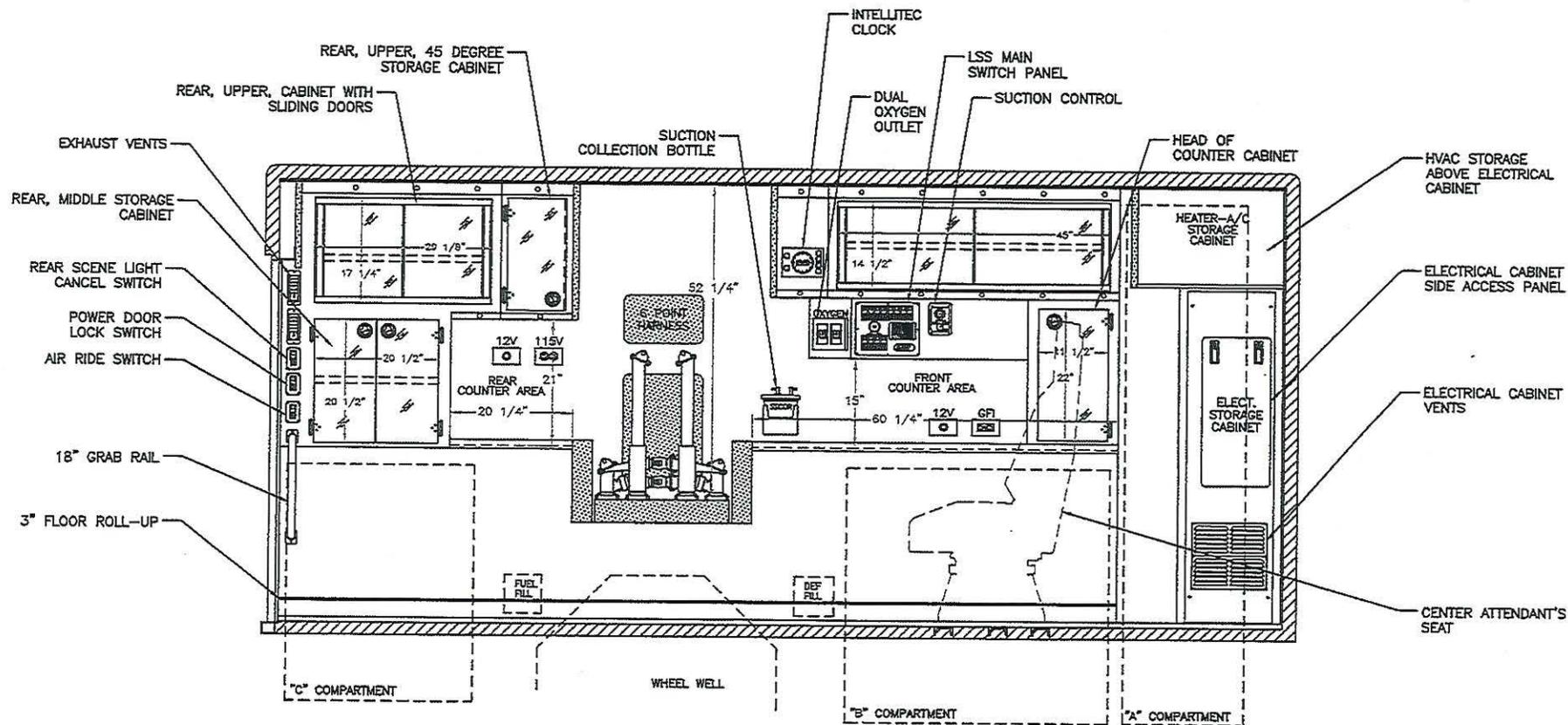
CEILING VIEW

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STREETSIDE VIEW

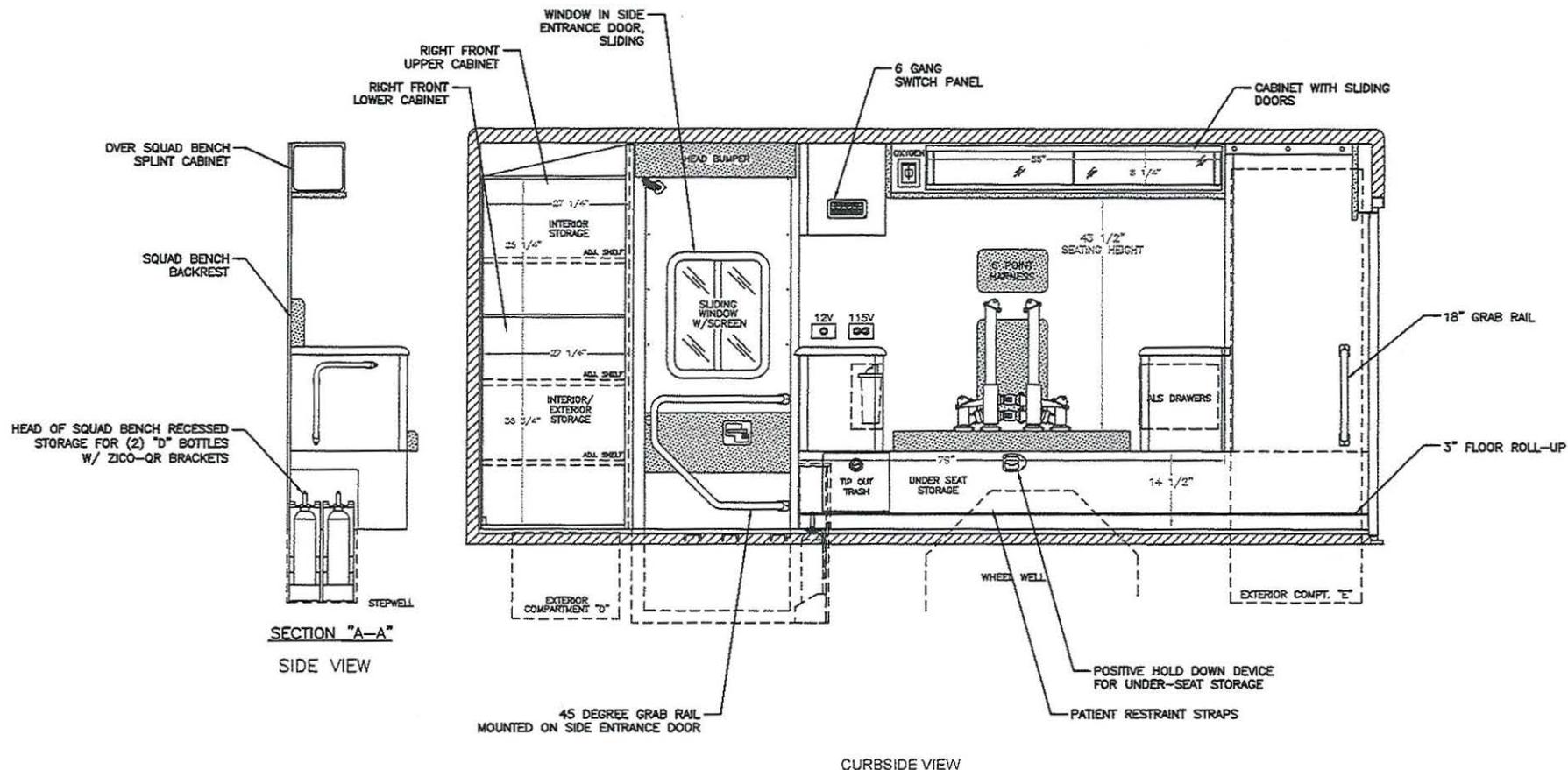
**INTERIOR
DIMENSIONS**

HEIGHT 72"
LENGTH 165"
WIDTH 90-3/4"

PAGE 10



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**INTERIOR
DIMENSIONS**
 HEIGHT 72"
 LENGTH 165"
 WIDTH 90-3/4"



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Addendum and Revision to the 2017 Craven County EMS System
Quick Response Service (QRS)
Standards Policy 24 and Protocols

A Quick Response Service that would like to operate at the EMT Basic Level has to have written approval by the Craven County System Medical Director. Only those members that are certified with the State of North Carolina will be allowed to function at this level. The medical responders must only operate to their level of certification.

Once the medical director has approved a Quick Response Department to function at the EMT-Basic Level they will be required to carry the attached equipment list on their truck.

The Craven County System Plan Medical Director and / or the Office of Craven County Emergency Services will be allowed to inspect their vehicle to check for the proper equipment.

The transporting agency will be responsible for completing the Patient Call Report. It will be the responsibility of the Quick Response Service to make the transporting agency aware of patient care information with transferring patient care to the transporting agency.

EQUIPMENT AND SUPPLIES

The Medical First responder must have available to them the basic equipment to perform patient care at the level of care they are allowed to provide by the medical director. The following is a list of the equipment and supplies that the medical director will allow a agency to transport and use. The medical director will sign off on the equipment that he/she will allow a medical first responder agency to use. The equipment and supplies must be carried and readily available and in working order for use by a medical first responder program. Some patients and service members may have an allergy to latex and it is recommended that where possible, latex free supplies and equipment be carried.

1. Rechargeable Portable Electric Suction Unit with wide-bore tubing with a lumen of at least 7mm. It must be able to achieve a vacuum of 300mm/Hg or 11.8' of water in 4 seconds. A manual suction unit may be considered in place of the electric unit provided the Medical First Responder submit a justification for its use and can guarantee it can provide the required suction.
2. Suction Catheters, pharyngeal as follows:
 - a. Rigid
 - b. 6 flexible, sizes 6 and 8 (1 each), 10 or 12 (2each) and 14 or 16 (2 each)
A total of 6 and FR is the size for each
3. Airways:
 - a. Oropharyngeal-6 different sizes including at least 1 pediatric.
 - b. Nasopharyngeal-5 different sizes
 - c. Combi-tubes / King Air- Adult sizes
4. Sphygmomanometer; Small, Medium and Large
5. Stethoscope (1)
6. Penlight (1)
7. Portable Oxygen Unit:
 - a. Cylinder with a capacity of at least 300 liters/D size/500 psi
 - b. Yoke
 - c. Non-sparking wrench/tank opening device
 - d. Gauge/flow meter which is not gravity dependant and capable of 0-15 liters/min
 - e. Full spare cylinder with a 300-liter capacity
8. Oxygen Delivery Devices:
 - a. Nasal cannula, adult and pediatric (1each)
 - b. Nonrebreather mask 80% or grater. Pediatric, infant & adult (1 each)
 - c. Pocket mask with a one way valve and oxygen port (1each)
 - d. Bag Valve Mask Devices, hand operated adult (1), infant (1) and pediatric (450-700cc) (1).
Must be capable of 100% oxygen delivery
9. Dressings:
 - a. Multi trauma (10" x30") (4)
 - b. Occlusive (3" x 4") (4)
 - c. Sterile gauze pads (3" x3") (25)
 - d. Soft self adhering (6rolls)

10. Adhesive Tape, 4 rolls, one of which must be hypoallergenic.
11. Immobilization Devices-Rigid/semi-rigid neck immobilizer, S,M,L and pediatric (1 each)
12. Sterile burn sheet (4'x4"), (2)
13. Cold Packs, Chemical (4)
14. Sterile Water/Normal Saline (2 liters)
15. Triangular Bandages (8)
16. Sterile OB Kit (1)- Must be sealed and Sterile, with contents listed
17. Separate bulb syringe (1)
18. Bandage Shears (1)
19. Triage Tags (25) or equivalent kit
20. Blankets (2)
21. Instant Glucose (45 grams)
22. Emergency Jump Kit, capable of holding all supplies
23. splinting devices, padded board splints, sizes 15', and 3' and 4.5' (2each)
24. Hard hat, 1 per crew member- Rescues and MVA's
25. Gloves, leather, 1 per responding crew member – Rescues and MVA's
26. Currant edition of Emergency Response Guidebook
27. Radio Communications Equipment: A cellular phone may only use as a backup means of communication.
28. Automated External Defibrillator (AED) includes 2 sets of disposable, non-polarized, self adhesive gelled electrode pads and spare batteries.

29. Epinephrine auto injectors (for authorized medical first responders) which includes 0.3mg/0.3ml of 1:1000 solution for adult use (2) and 0.15mg/0.3ml of 1:2000 solution for pediatric use (2).

30. Personal infection control kit, 1 set/pair per responding crew-member, consisting of:

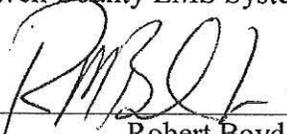
- a. Eye protection
- b. Face mask
- c. Gown
- d. Biological waste container or 3 disposable red bags
- e. Infection control plan

The below signatures indicate the parties agree to this policy and standard to include the mandatory equipment list to operate within the Craven County EMS System Plan as approved. The Craven County System Medical Director has agreed that the **New Bern Fire and Rescue** Medical Quick Responder Program is allowed to use the above mentioned equipment.

Stanley Koontz, MD
NPI 1780662411
~~NC DEA FK5011248~~
Dr. Stanley Koontz
Craven County EMS System Medical Director

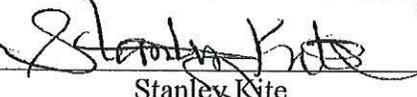
1-6-2020

Date


Robert Boyd
New Bern Fire and Rescue Chief

01-06-2020

Date


Stanley Kite
Craven County EMS System Administrator

01-06-2020

Date

RESOLUTION
DESIGNATION OF APPLICANT'S AGENT
North Carolina Division of Emergency Management

Organization Name (hereafter named Organization): Craven County	Disaster Number: DR 4393
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): North Carolina Department of Crime Control and Public Safety	
Applicant's Fiscal Year (FY) Start	Month: Day: July 1
Applicant's Federal Employer's Identification Number: 56-6000290	
Applicant's Federal Information Processing Standards (FIPS) Number: 049-99049-00	

PRIMARY AGENT	SECONDARY AGENT
Agent's Name Jack B. Veit III	Agent's Name Craig A. Warren
Organization Craven County	Organization Craven County
Official Position County Manager	Official Position Finance Director
Mailing Address 406 Craven Street	Mailing Address 406 Craven Street
City, State, Zip New Bern, NC 28560	City, State, Zip New Bern, NC 28560
Daytime Telephone (252) 636-6600	Daytime Telephone (252) 636-6603
Facsimile Number (252) 637-0526	Facsimile Number (252) 636-6638
Pager or Cellular Number	Pager or Cellular Number

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally.

PASSED AND APPROVED this 17th day of February 2020

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title Thomas F. Mark, Chairman	Name Nan Holton
Name and Title	Official Position Clerk to the Board
Name and Title	Daytime Telephone (252) 636-6601

CERTIFICATION

I, Nan Holton (Name) duly appointed and Clerk to the Board (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of Craven County (Organization) on the 17th day of February, 2020

Date: _____

Signature: _____

APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including, but not limited to the following authorities: OMB Circulars Nos. A-87, A-95, A-102 and A-110, where applicable, and Part 13 of Title 44 of the Code of Federal Regulations (C.F.R.), as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurance contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grant or agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 205, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishment of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, P.L. 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assurance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

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

CRAVEN COUNTY HURRICANE FLORENCE HAZARD MITIGATION GRANT PROGRAM (HMGP)
EXPEDITED ACQUISITION PROJECT
Resolution Approving Administrative Guidelines and Policies

WHEREAS, Craven County wishes to carry out its Hurricane Florence Hazard Mitigation Grant Program (HMGP) in accordance with established state and federal administrative guidelines.

NOW, THEREFORE, Craven County Board of Commissioners hereby collectively adopts the following resolutions, guidelines, plans and policies, and resolves that they be utilized during the administration of the Craven County Hurricane Florence Hazard Mitigation Grant Program (HMGP):

1. Project Budget Ordinance – Acquisition
2. Financial Management Resolution
3. Local Economic Benefit for LMI Persons (Section 3) Plan
4. Procurement Standards Policy/Plan
5. Equal Opportunity Plan

Adopted this 17th day of February 2020.

Thomas F. Mark, Chairman
Craven County Board of Commissioners

ATTEST:

Nan Holton, Clerk to the Board

**Craven County Hurricane Florence Hazard Mitigation Grant Program (HMGP)
Expedited Acquisition Project
Project Budget Ordinance**

Be it ordained by the Craven County Board of Commissioners, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant program ordinance is hereby adopted:

Section 1. The program authorized is the Craven County Hurricane Florence Hazard Mitigation Grant Program (HMGP) described in the work statement contained in the grant agreement (#4393-0008-R) between Craven County and the North Carolina Division of Emergency Management. This program is more familiarly known as the Craven County Hurricane Florence HMGP Expedited Acquisition project.

Section 2. The Craven County staff is hereby directed to proceed with the grant program within the terms of the grant document(s), the rules and regulations of the North Carolina Division of Emergency Management, and the budget contained herein.

Section 3. The following revenues and resources are anticipated to be available to complete the program activities:

Craven County Hurricane Florence Hazard Mitigation Grant Program (HMGP)

Federal	\$516,001.50
State	\$172,000.50
Total	\$688,002.00

Section 4. The following amounts are appropriated for the program activities:

Craven County Hurricane Florence Hazard Mitigation Grant Program (HMGP)

Program Budget	\$688,002.00
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Section 5. The Grant Finance Officer is hereby directed to maintain within the Grant Program Fund sufficient specific detailed accounting records to provide the accounting to the North Carolina Division of Emergency Management required by the grant agreement(s) and federal and state regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the North Carolina Division of Emergency Management in an orderly and timely manner.

Section 7. The Grant Finance Officer is directed to report quarterly on the financial status of each program element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Grant Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this grant program in every budget submission made to this Board.

Section 9. Copies of this grant program ordinance shall be made available to the Grant Finance Officer for direction in carrying out this program.

Adopted this 17th day of February 2020.

Thomas F. Mark, Chairman
Craven County Board of Commissioners

ATTEST:

Nan Holton, Clerk to the Board

CRAVEN COUNTY HURRICANE FLORENCE HAZARD MITIGATION GRANT PROGRAM (HMGP)
EXPEDITED ACQUISITION PROJECT
Financial Management Resolution

WHEREAS, Craven County has received a Hurricane Florence Hazard Mitigation Grant Program grant in the amount of \$688,002.00;

WHEREAS, the North Carolina Administrative Code regulations require that Craven County designate a Grant Finance Officer and a depository for Hurricane Florence HMGP funds;

NOW, THEREFORE, Craven County hereby resolves the following:

- (1) Craig A. Warren, Craven County Finance Director, will serve as Grant Finance Officer, and will be responsible for financial management of the program according to the requirements of the North Carolina Administrative Code and North Carolina General Statute requirements.
- (2) First Citizens Bank in New Bern, NC, is hereby designated as the official depository for revenues budgeted for the Hurricane Florence HMGP program.

Adopted this 17th day of February 2020.

Thomas F. Mark, Chairman
Craven County Board of Commissioners

ATTEST:

Nan Holton, Clerk to the Board

CRAVEN COUNTY HURRICANE FLORENCE HAZARD MITIGATION GRANT PROGRAM (HMGP)
EXPEDITED ACQUISITION PROJECT
Local Economic Benefit for Low and Very Low Income Persons Plan

To ensure that to the greatest extent possible contracts for work are awarded to business concerns located in or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968, Craven County (hereinafter called "the County") has developed and hereby adopts the following Section 3 Plan:

1. This Section 3 Plan shall apply to services needed in connection with the Craven County Hurricane Florence Hazard Mitigation Grant Program (HMGP) including, but not limited to, businesses in the fields of planning, consulting, design, building construction/renovation, maintenance & repair, etc.
2. The Section 3 project area for the purpose of the HMGP Programs shall include all of Craven County.
3. When in need of a service, the County will identify suppliers, contractors, or subcontractors located in the Section 3 area. Resources for this identification shall include the North Carolina Historically Underutilized Business Office (HUB), local directories, and the Small Business Administration local offices. Word of mouth recommendations shall also be used as a source. Where deemed necessary, listings from any agency noted above shall be distributed to prime contractors as potential sources of subcontractors and suppliers.
4. The County will include required Section 3 clauses in all contracts executed under the Hurricane Florence HMGP Program. Where deemed necessary, listings from any agency noted in Item 3, above, shall be included as well as sources of subcontracts and suppliers.
5. Each contractor shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the grant office and shall be updated from time to time or as the grant staff may deem necessary.
6. All jobs will be listed through and hiring will be done through the local office of the North Carolina Employment Security Commission; all contracts will be listed with the North Carolina Historically Underutilized Business (HUB) office; potential employees and businesses may seek development and training assistance through various state and local agencies.

Adopted this 17th day of February 2020.

Thomas F. Mark, Chairman
Craven County Board of Commissioners

ATTEST:

Nan Holton, Clerk to the Board

**CRAVEN COUNTY HURRICANE FLORENCE HAZARD MITIGATION GRANT PROGRAM (HMGP)
 EXPEDITED ACQUISITION PROJECT
 Procurement Standards Policy/Plan**

Policy

Craven County will comply with the terms and conditions of Federal and/or State funding that is awarded and accepted, including but not limited to, the terms and conditions of the Grant Contract, Title 2 CFR Part 200, and HUD implementing regulations contained in 24 CFR Section 570.489(g) which are incorporated by reference and included herein to the extent of its applicability. The County, as the recipient of Federal and/or State CDBG funds as well as Hazard Mitigation Grant Program funds, acknowledges its responsibility to and will adhere to the aforesaid North Carolina State and Federal Procurement Policies.

Craven County will, to the extent applicable, follow methods of procurement, procure by contracting with small/minority firms, women's business enterprises, and labor surplus area firms. Additionally, the County will demonstrate contract cost and price awareness, and adhere to awarding agency review provisions (Title 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards).

Plan

All procurement of goods and services by the County with HMGP funds shall be accomplished in accordance with the regulations of **Procurement Standards**, where applicable, Recipient shall follow the procurement standards established in the "Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards" (2 CFR Part 200) and HUD implementing regulations contained in 24 CFR Section 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. In addition, all purchase orders and contracts shall include any clauses required by Federal Statutes, Executive Orders, and implementing regulations including the Section 3 clause, per 24 CFR 570.489 (g) and 24 CFR 135.38, or the North Carolina General Statutes applying to procurement in general by the North Carolina municipalities and counties.

When the Federal and State regulations are different, the more restrictive regulations shall apply to the procurement in question. Additionally, the County will adhere to the following guidelines during procurement of goods and services with Federal funds:

- In all cases where goods or services are procured on the basis of one bid or proposal received, the County will follow established principles included in OMB Circular A 87 to verify the reasonable cost of the procurement, and shall contact the State agency supervising the grant program before making any contract award on the basis of non-competitive negotiation.
- Underutilized businesses, including women-owned, and minority-owned enterprises shall be included on bidders' or professional services' lists maintained by the County, and such firm(s) shall be solicited for all competitive negotiations, small purchases, and informal and formal bids when such firms are potential competitive sources for good and services.

- The County shall develop a written scope of work for each service to be awarded on the basis of *competitive negotiation*, which shall include descriptions of tasks to be completed, project timetables, and outline of fee proposal requirements. The statement of work shall also include a written selection procedure. All *competitive negotiations* shall be awarded strictly on the basis of written selections procedures, and cost shall not be the sole or more important factor in selection of services through the use of *competitive negotiations*.
- Prior to any contract award, the County shall verify the contractor's eligibility to participate in a federally-assisted program.
- No consultant or bidder shall assist in the evaluation of proposals or bid packages for contracts in which that consultant or bidder has an indirect or direct interest. The County shall adhere to all applicable Federal and State conflict of interest regulations in making contract awards.
- The County shall request references, or check references, of contractors or firms who are awarded contracts with Federal grant funds, and will request a written warranty for all goods and services provided through small purchases requests.
- The County shall not award any contract for federally-assisted projects on a contingency or cost plus percentage of cost basis.
- The Craven County Board of Commissioners realizes the importance of prompt action in the interest of maintaining satisfactory project progress. Therefore, the Craven County Manager is hereby authorized to approve and execute all professional services procurement, demolition contracts, change orders (if applicable), and all paperwork associated with the acquisition process following approval of just compensation by the Board of Commissioners.

Adopted this 17th day of February 2020.

Thomas F. Mark, Chairman
Craven County Board of Commissioners

ATTEST:

Nan Holton, Clerk to the Board

**CRAVEN COUNTY HURRICANE FLORENCE HAZARD MITIGATION GRANT PROGRAM (HMGP)
EXPEDITED ACQUISITION PROJECT
Equal Opportunity Plan**

A. Equal Housing Opportunity Plan

Civil Rights Act of 1964

The Civil Rights Act of 1964 prohibits all racial discrimination in the sale or rental of property.

The Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States, making illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

Executive Order 12892, Equal Opportunity in Housing

Executive Order 12892, as amended (Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing), provides that programs and activities relating to housing and urban development (including any Federal agency having regulatory or supervisory authority over financial institutions) shall be administered in a manner to further affirmatively the purposes of the Act and shall cooperate with the Secretary of Housing and Urban Development, who shall be responsible for exercising leadership in furthering the design and delivery of Federal programs and activities.

Craven County shall eliminate housing discrimination, and achieve diverse, inclusive communities by leading the County in the enforcement, administration, and public understanding of federal fair housing policies and laws.

The County shall include the Equal Housing Opportunity logo and/or the phrase affirming Equal Opportunity in Housing on all the Hazard Mitigation Grant Program documents intended to be shared with the public.

The County shall post in public buildings and in the HMGP project areas the Equal Housing Opportunity posters and/or additional information the local government has prepared to inform the community with the Equal Housing Opportunity policies and laws.

B. Equal Employment Opportunity Plan

Craven County maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are *bona fide* occupation qualifications for employment.

In furtherance of this policy, the County prohibits any retaliatory action of any kind taken by any employee of the locality against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The County shall strive for greater utilization of all persons by identifying previously underutilized groups in the workforce, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and affirmative action measures is hereby assigned to the County Manager to assist in the implementation of this policy statement.

The County is committed to this policy and is aware that with its implementation, the County will receive positive benefits through the greater utilization and development of all its human resources.

The County shall include the Equal Employment Opportunity logo and/or the phrase affirming Equal Employment Opportunity on all the HMGP documents intended to be shared with the staff and the public.

The County shall obtain commitment from contractors that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are *bona fide* occupation qualifications for employment. Contractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are *bona fide* occupation qualifications for employment. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The County shall obtain commitment from Contractors that will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are *bona fide* occupation qualifications for employment.

Adopted this 17th day of February 2020.

Thomas F. Mark, Chairman
Craven County Board of Commissioners

ATTEST:

Nan Holton, Clerk to the Board

Craven County CDBG Neighborhood Revitalization (CDBG-NR) Program
 Summary Rating Sheet for Engineering Services Proposals

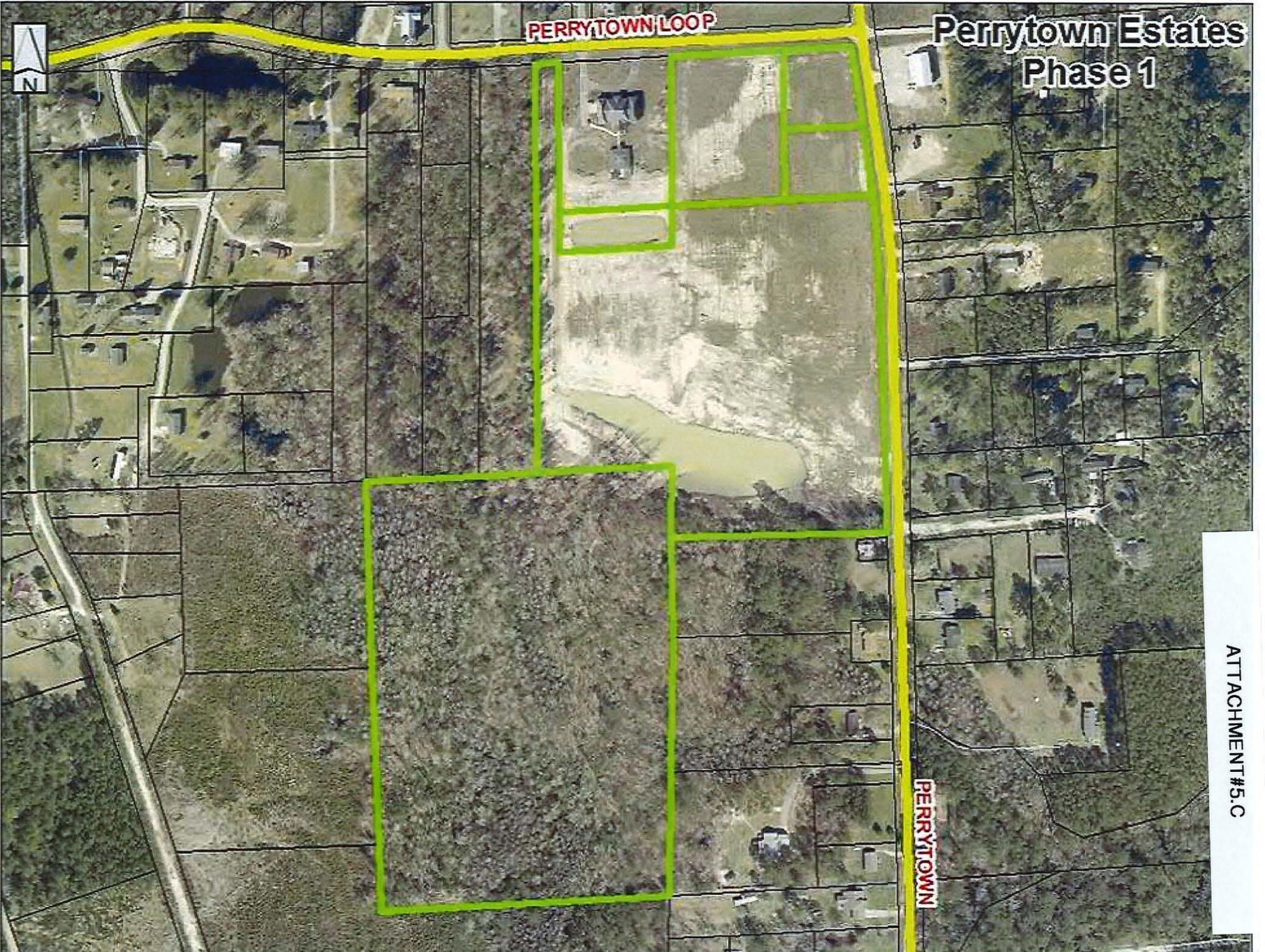
<u>Rating Factor</u>	<u>Max Points</u>					
		The Adams Co	Appian Consulting Engineers			
Residential structural engineering experience especially CDBG/HMGP/FMA Elevation & Retrofitting	30	30	30			
CDBG/HMGP/FMA engineering experience & competence of key personnel	30	30	30			
Capability to perform services within acceptable timeframe & within financial constraints	15	10	15			
Availability of qualified resident inspector	15	15	15			
Evaluation of the existing & anticipated workload of firm during project development	10	0	5			
Total Points	100	90	95			

Notes: Both firms have been in business approx. 35 years. Both firms have a lead engineer with extensive experience in CDBG and municipal grant programs as well as experience with structural elevation design. The Adams Co's proposed timeline to provide services extended beyond the expected window as they may have been proposing to administer the entire program rather than follow the specified scope in the RFQ. The Adams Co did not provide clear information regarding their current workload as requested in the RFQ. Appian has shown through past programs that they have the staff and capacity to complete the required task within project time constraints when necessary.

Rated By:

Name: Chip Bartlett, AICP

Date: February 6, 2020



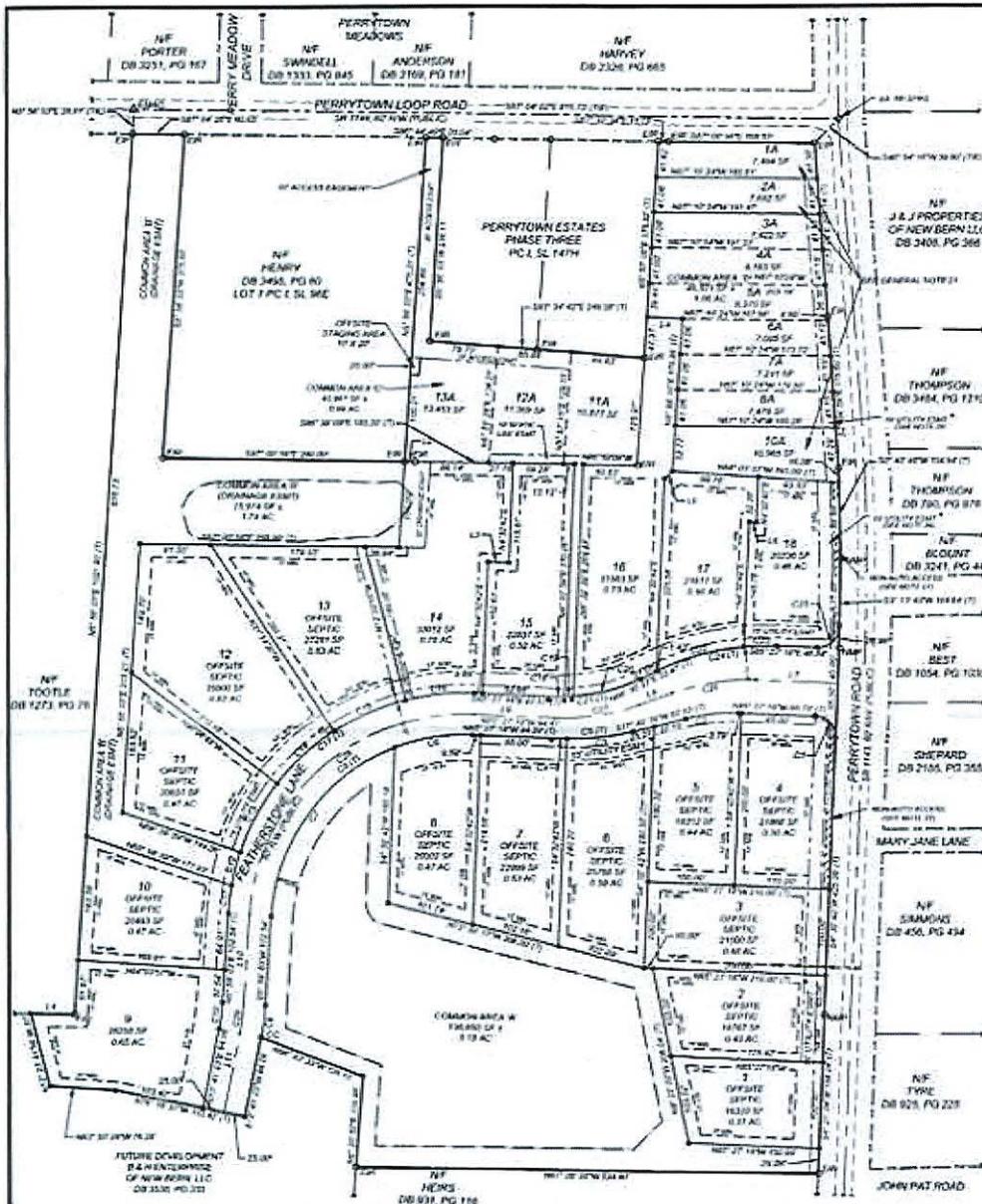
Perrytown Estates
Phase 1

PERRYTOWN LOOP

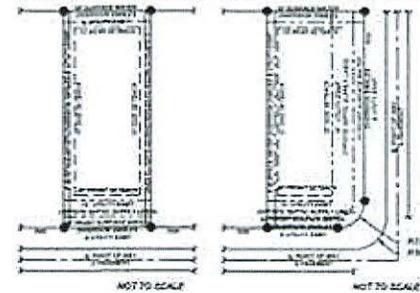
PERRYTOWN



ATTACHMENT #5.C



TYPICAL LOT ENVELOPE & EASEMENTS
TYPICAL CORNER LOT ENVELOPE & EASEMENTS

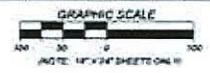


LINE DATA		
LINE #	LENGTH	DIRECTION
L1	50.85'	S87° 12' 06\"/>

LINE DATA		
LINE #	LENGTH	DIRECTION
L7 E	94.75'	N85° 27' 18\"/>

CURVE DATA				
CURVE #	LENGTH	RADIUS	BEARING	CHORD LENGTH
C1	29.27'	25.00'	N40° 27' 18\"/>	

CURVE DATA				
CURVE #	LENGTH	RADIUS	BEARING	CHORD LENGTH
C16	80.98'	275.00'	N88° 03' 54\"/>	



CERTIFICATION OF REGISTRATION BY REGISTER OF DEEDS
GRAVEN COUNTY
NORTH CAROLINA

FILED FOR REGISTRATION THIS _____ DAY OF _____ 2018
A.D. AT _____ (JANING AND DULY RECORDED IN PLAT CABINET _____ AND BOOK _____ PAGE _____)

REGISTER OF DEEDS

TYPICAL ELEMENT SYMBOLOLOGY

—	EXISTING IRON PIPE	—	PIPE HYDRANT
—	EXISTING IRON ROD	—	WATER VALVE
—	EXISTING IRON PIPE	—	SEWER MANHOLE
—	EXISTING IRON ROD	—	SEWER CLEAN-OUT
—	EXISTING IRON PIPE	—	SEWER VALVE
—	EXISTING IRON ROD	—	WATER DRAIN
—	EXISTING CONCRETE MONUMENT	—	CATCH BASIN
—	RENEW CONCRETE MONUMENT	—	UTILITY POLE
—	NON-MONUMENTED POINT	—	UTILITY PEGS/STAKE
—	TOTAL DISTANCE	—	CHYHEAD UTILITY
—	RIGHT-OF-WAY	—	NO-BE-REMOVED
—	CENTRELINE	—	SQUARE FEET
—	PROPERTY LINE	—	ACRES
—	MINIMUM BUILDING LINE	—	LINE TABLE
—	DRAINAGE & UTILITY EASEMENT	—	CURVE TABLE
—	EASEMENT	—	IF A 90° RIGHT TRIANGLE
—	CUL-DE-SAC	—	PROPERTY BOUNDARY LINE
		—	PAVED LINE

CERTIFICATE OF SURVEY & ACCURACY

I, HERBERT J. MOLES, JR., CERTIFY THAT THIS PLAT WAS DRAWN BY ME FROM AN ACTUAL SURVEY MADE BY ME FROM DESCRIPTION FOUND IN DEED BOOK 2872, PAGE 267, DEED BOOK 2872, PAGE 389, DEED BOOK 2823, PAGE 312, DEED BOOK 2826, PAGE 385, AND DEED BOOK 2830, PAGE 227, AT THE _____ COUNTY REGISTER OF DEEDS. THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN PLAT CANNOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER 6102

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE JURISDICTION OF THE COUNTY OF GRAVEN COUNTY, NORTH CAROLINA, THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

PRELIMINARY
Not for Recordation
or Sale

PLAT
Conveyances

FINAL PLAT

PERRYTOWN ESTATES
PHASE ONE

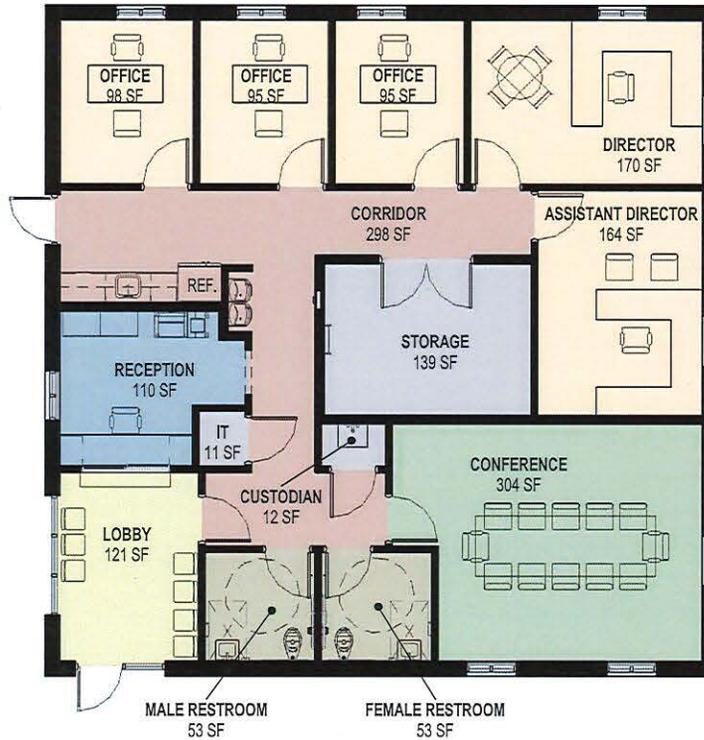
OWNER
B & W ENTERPRISE OF NEW BERN, LLC
125 PERRYTOWN LOOP ROAD
NEW BERN, NC 28562 (919) 822-8891

SCALE: 1" = 40'
PROJECT # 2117_2018
SHEET 2 of 3

P. O. Box 1309, New Bern, NC 28563
www.ThomasEngineeringPA.com
Office: 252.637.2727 Fax: 252.636.2448

THOMAS ENGINEERING, PA est 1983
civil engineering, land development, project management

NEW FACILITY FOR: CREEKSIDE PARK MAINTENANCE



DEPARTMENT LEGEND

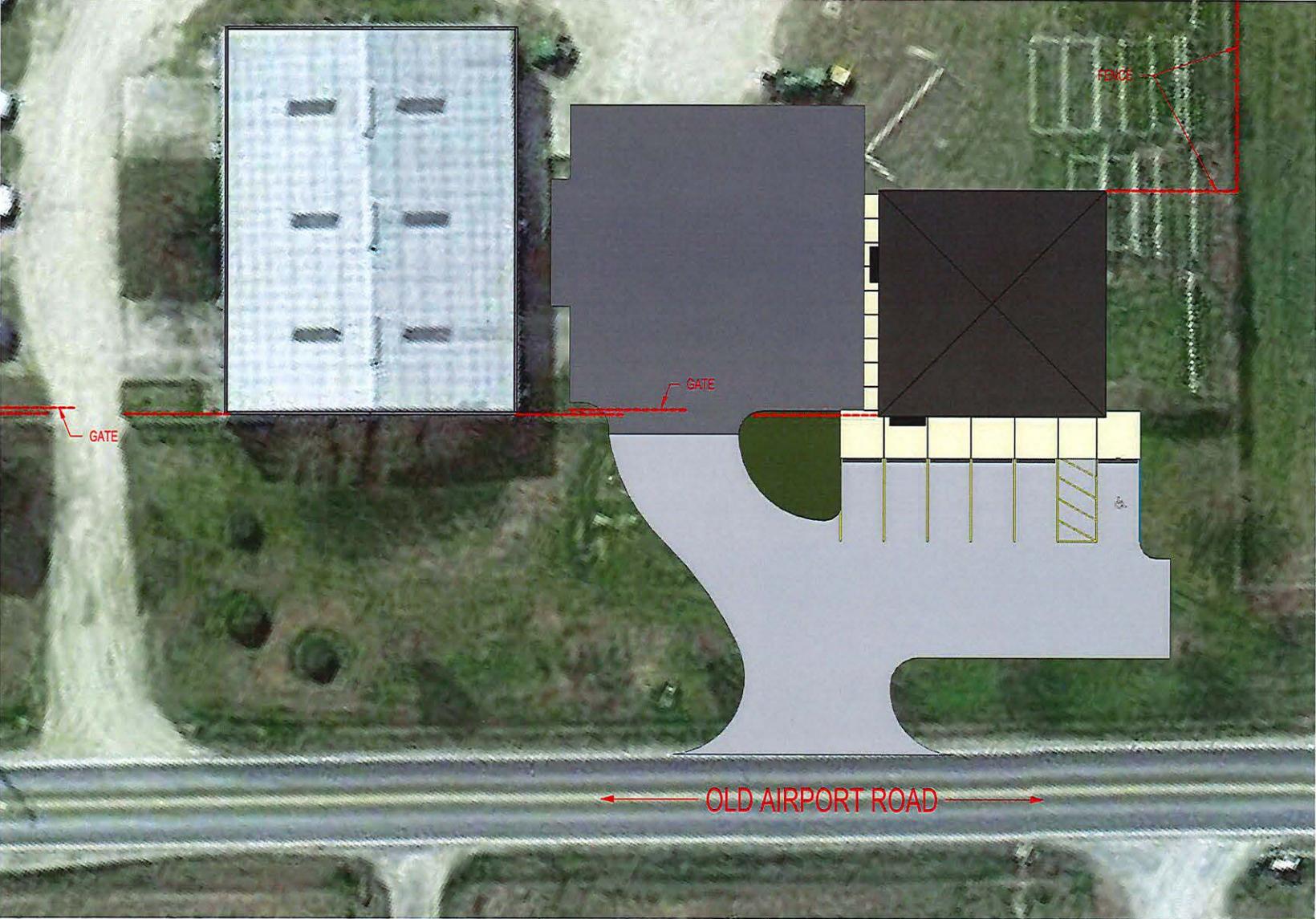
- CONFERENCE
- LOBBY
- OFFICE
- OPEN WORKSPACE
- RECEPTION
- RESTROOM
- STORAGE

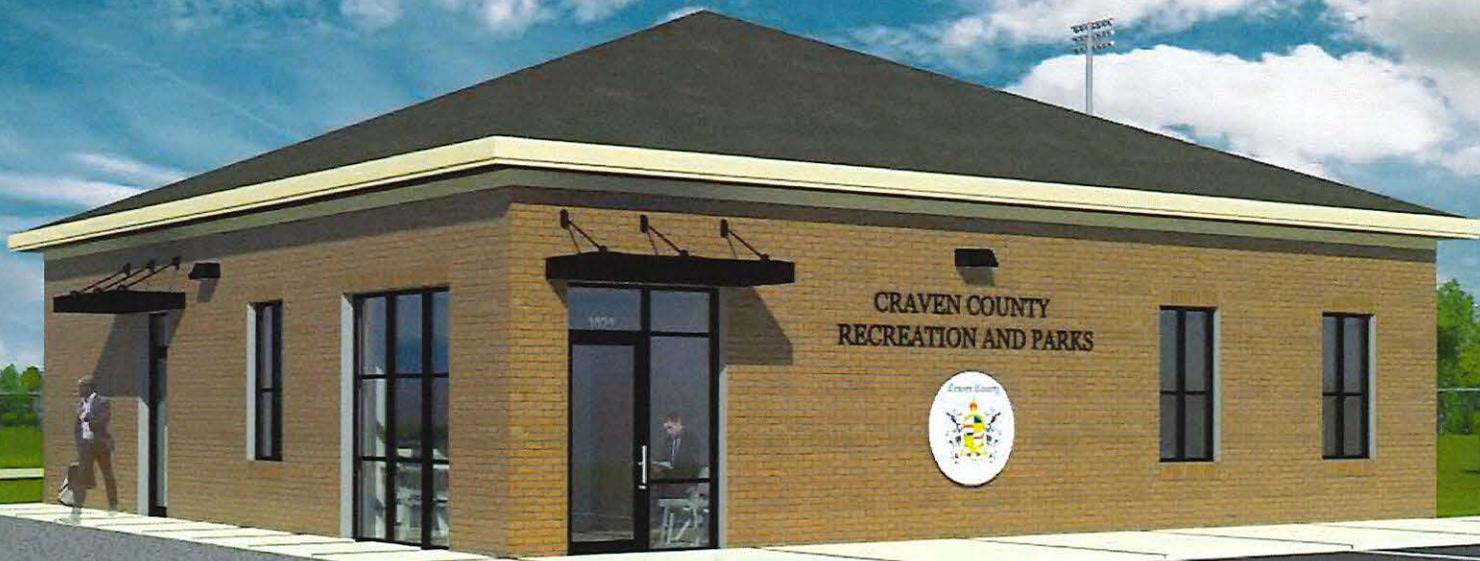
FLOOR PLAN

1/8" = 1'-0"



NEW FACILITY FOR: CREEKSIDE PARK MAINTENANCE





Craven County
RECREATION AND PARKS



CREEKSIDE PARK

NEW BERN, NORTH CAROLINA

**OAKLEY
COLLIER
ARCHITECTS**

OCA

FOR REFERENCE ONLY



January 27, 2020

Mr. Gene Hodges
Craven County Administration
406 Craven Street
New Bern, North Carolina 28562

RE: Creekside Park Maintenance
Project No. 19040
Craven County Administration

Dear Gene:

Enclosed is our official Bid Tabulation regarding the above project.

On January 21, 2020, we conducted a bid opening for the Creekside Park Maintenance Facility, and we received a total of (8) eight bids. The lowest responsive bidder was IMEC Group, LLC, license number 72860. The base bid was in the amount of \$492,600.00. The bid also contained an add Alternate G-1, Parking Lot Asphalt in the amount of \$17,739.00 (renegotiated after bid).

Additionally, IMEC Group, LLC, scored 80 points on the Affidavit A-Listing of Good Faith Efforts which equaled to 28% of the Minority Participation form.

It is my recommendation that you award the project to the lowest responsive bidder, IMEC Group, LLC for the base bid and Alternate G-1, Parking Lot Asphalt. The total amount of the award would be **\$510,339.00**. This amount is within the pre-established construction budget of \$521,000.00.

Should you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink that reads 'Timothy D. Oakley'. The signature is written in a cursive, flowing style.

Timothy D. Oakley, AIA, LEED AP
Oakley Collier Architects, PA

BID TABULATION

Creekside Park Building

OCA Project # 19040

Page 1

BIDDERS					BIDS			
CONTRACTOR	LIC #	Bonds	Addenda	MBE	BASE BID	Site Subcontractor	Plumbing Subcontractor	
Burney and Burney Construction Co	30238	X	x	X	\$729,000	Burney & Burney Construction (30238)	Tim McCauter Plumbing (19702)	P
Bruin Builders, LLC	62374	X	X	X	\$636,000	Hardy Construction	Cayton Plumbing	
Calvin Davenport Inc	4056	X	X	X	\$769,000	Hines (52225)	J.L. Cayton (1697)	
Group III Mgmt, Inc	22369	x	X	X	\$594,000	Hardy Construction INC (52988)	James L. Cayton Assoc. (1697)	C
Harbor Point Contracting	58326	x	X	X	\$696,900	Barbour Brothers Construction	Cayton Plumbing (1697)	
IMEC GROUP LLC*	72860	x	X	X	\$492,600	Laser Sitework	James L Cayton Plumbing (1697)	
LA Downey & Son Inc	1774	x	x	x	\$616,269	Hardy Construction Inc (52988)	Ken Hudson Plumbing Inc (20049PI)	Cr
Primus Structures	NO BID				NO BID	No BID	NO BID	
Waters Contracting Company	81408	X	X	X	\$562,400	Hardy Construction (52988)	Ken A. Hudson (P120049RFSC	R

FORM OF SINGLE PRIME GENERAL CONTRACTOR PROPOSAL

Craven County Creekside Park Maintenance
Craven County
Architect's Project #19040

Bidder: _____
Date: _____

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal of principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The Bidder further declares that he has examined the site of the Work and the Contract Documents relative thereto and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The bidder proposes and agrees if this Proposal is accepted to contract with Craven County in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the construction of the Craven County Creekside Park Maintenance, in full accordance with the plans, specifications, and contract documents, to the full and entire satisfaction of the Craven County with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and Contract Documents for the sum of:

SINGLE PRIME CONTRACT:

BASE BID

Four hundred ninety-two thousand six hundred Dollars (\$) 492,600⁰⁰

Subcontractors:	License No.	Dollars(\$)
Site: <u>Laser Site Work</u>		<u>71,328</u>
Plumbing: <u>James L Cayton Plumbing</u>	<u>1697</u>	<u>47,300</u>
Mechanical: <u>Comfort Masters Mech Associates</u>	<u>14585</u>	<u>42,500</u>
Electrical: <u>Unity Electrical Contracting</u>	<u>7919-U</u>	<u>44,000</u>

ALTERNATES

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" or "deducted from" the base bid. (Strike out "Add" or "Deduct" as appropriate.)

GENERAL CONTRACT:

Alternate No. 1: Parking Lot Asphalt noted as G-1 on Civil sheets

(Add) ~~(Deduct)~~ *Thirty seven thousand two hundred twenty five* Dollars (\$) 37,225.00

UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents.

GENERAL CONTRACT:

Unit Price No. 1: Undercut / Fill in Trench Excavations	<u>(Unit)</u> cu yd	Unit Price (\$) <u>72.00</u>
Cost for 50 Cubic Yards included in Base Bid		Price (\$) <u>3,600</u>
Unit Price No. 2: Undercut / Fill in Open Excavations	<u>(Unit)</u> cu yd	Unit Price (\$) <u>40.00</u>
Cost for 100 Cubic Yards included in Base Bid		Price (\$) <u>4,000</u>
Unit Price No. 3: Undercut / Fill for removal of septic field	<u>(Unit)</u> cu yd	Unit Price (\$) <u>3.00</u>
Cost for 500 Cubic Yards included in Base Bid		Price (\$) <u>1,500</u>

The Bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the Architect and shall fully complete all work within 150 consecutive calendar days from date of commencement established in a Notice to Proceed.

BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bond within ten (10) consecutive calendar days after written notice being given on the award contract, the check, cash or bid bond accompanying this bid shall be paid into the funds of the Owner's account set aside for the project, as liquidated damages for such failure; otherwise the check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Attach certified check, cash or bid bond to this proposal.

Respectfully submitted this 21 day of January 2020.

Name of firm or corporation making bid

IMEC GROUP LLC

WITNESS:

By: George Ward

Title: VP
(Owner, Partner, Pres., V. Pres.)

Proprietorship or Partnership

Address: 1219 Colony Dr.
New Bern, NC 28562

License No: 72860

Federal ID No: 26-1928877

(Corporate Seal)

ATTEST:

By: [Signature]
Title: Administrative Secretary
(Corp. Sec. or Asst. Sec. Only)

Addenda received and used in computing bid:

Addendum No. 1 Addendum No. 3 _____
Addendum No. 2 Addendum No. 4 _____

For All Official Notices:

Name and Title

Name of Firm/Corporation

Street Address, City, State and Zip

Telephone and Fax Numbers

State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of Craven

(Name of Bidder)

Affidavit of IMEC Group LLC

I have made a good faith effort to comply under the following areas checked:

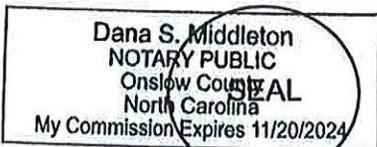
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 - (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 - (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 - (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 01/21/20 Name of Authorized Officer: George Ward
Signature: [Signature]
Title: VP



State of NC, County of Craven
Subscribed and sworn to before me this 21st day of January 2020
Notary Public [Signature]
My commission expires 11/20/24

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

IMEC Group, LLC
6470 Dobbin Road
Suite B
Columbia, MD 21045

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
1450 American Lane
Suite 1100
Schaumburg, IL 60173

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Craven County
406 Craven Street
New Bern, NC 208560

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ Five Percent of Bid Amount (5% of Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

New Building for Creekside Park Maintenance

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21 day of January, 2020

(Witness)

(Witness)

IMEC Group, LLC

(Principal)

(Seal)

By:

(Title)

North American Specialty Insurance Company

(Surety)

(Seal)

By:

(Title) Laura E. Scholze

Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

THOMAS A. WHIPPLE, BRIAN C. WHIPPLE, JOHN T. WHIPPLE, DOUGLAS J. DIXON, LAURA E. SCHOLZE, COURTNEY W. JUDGE, BRIAN S. McCOOG and ZACHARY D. DIXON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 7th day of December, 2017.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook

ss:

On this 7th day of December, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21 day of January, 2020.

Jeffrey Goldberg















January 27, 2020

Mr. Gene Hodges
Craven County Administration
406 Craven Street
New Bern, North Carolina 28562

RE: New Bern Convention Center
Project No. 19015
Veranda and Pre-Function Expansion

Dear Gene:

Enclosed is our official Bid Tabulation regarding the above project.

On January 09, 2020, we received the bid for the New Bern Convention Center Veranda and Pre-function expansion. This bid was received from Barnhill Contracting, who is the general contractor for the ongoing project. The bid was in the amount of \$4,080,776.00. After evaluating the bid and considering numerous alternatives, we were able to reduce the cost to \$3,614,299.00.

During the Phase One work on the project, we were able to achieve a project credit of \$562,253.00. Therefore, it is my recommendation that you apply this credit amount to the bid for this project, thereby reducing the total award to \$3,052,046.00.

It is my recommendation that you award the project to Barnhill Contracting. The total amount of the award would be **\$3,052,046.00**. While this amount exceeds our original budget estimates for this phase, it is still within the overall budget for the total project.

Should you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink that reads "Timothy D. Oakley". The signature is written in a cursive, flowing style.

Timothy D. Oakley, AIA, LEED AP
Oakley Collier Architects, PA



GC Estimate
February 7, 2020
New Bern Convention Center - Phase II
Sail Shades are Included

Bid Packages		Subcontractors	COST AS OF 1/9/20	COST AS OF 2/7/20	VARIANCE
			ORIGINAL COST	COST AS OF 2/7/20	VARIANCE
BP100	GENERAL TRADES	CB&H CONTRACTING, INC.	\$ 54,420	\$ 54,420	\$ -
BP105	FINAL CLEANING	CB&H CONTRACTING, INC.	\$ 6,000	\$ 6,000	\$ -
BP240	DEMOLITION	EHG	\$ 157,170	\$ 157,170	\$ -
BP390	TURNKEY CONCRETE (REVISED QUOTE 2/4/20)	SUPERIOR CONCRETE	\$ 453,300	\$ 450,160	\$ (3,140)
BP400	TURNKEY MASONRY	MANNING MASONRY, INC.	\$ 51,741	\$ 34,892	\$ (16,849)
BP500	TURNKEY STRUCTURAL STEEL (INCLUDES DEDUCT FOR VESTIBULE)	NORTH STATE STEEL	\$ 106,921	\$ 97,413	\$ (9,508)
BP550	MISC. STEEL, STAIRS AND RAILINGS	FEENEY RAILS WITH WILSON IRON WORKS INSTALLED	\$ 57,727	\$ 57,727	\$ -
BP700	ROOFING (DELETED FROM PROJECT)	SERVICE ROOFING	\$ 12,784	\$ 1,392	\$ (11,392)
BP740	FIREPROOFING	J.T. MURPHY CONSTRUCTION, INC.	\$ 12,500	\$ 12,500	\$ -
BP790	CAULKING AND WATERPROOFING (INCLUDES REVISED QUOTE 1/30/20)	J.T. MURPHY CONSTRUCTION, INC.	\$ 34,025	\$ 9,375	\$ (24,650)
BP800	TURNKEY DOORS / FRAMES/ HARDWARE (REVISED QUOTE 2/5/20)	HARDWARE SPECIALTIES, INC.	\$ 54,824	\$ 40,738	\$ (14,086)
BP840	GLASS & GLAZING (REVISED QUOTE 2/3/20)	ERNEST GLASS CO., INC.	\$ 187,054	\$ 155,000	\$ (32,054)
BP925	METAL STUDS AND DRYWALL (REVISED QUOTE 2/3/2020)	SEARS CONTRACT, INC.	\$ 308,250	\$ 263,870	\$ (44,380)
BP930	CERAMIC TILE (INCLUDES DEDUCT AT VESTIBULE)	DAVID ALLEN	\$ 59,950	\$ 57,589	\$ (2,361)
BP960	RESILIENT FLOORING / CARPET / CERAMIC TILE / BASE	ADAMS FLOORING	\$ 25,165	\$ 25,165	\$ -
BP980	ACOUSTICAL CEILINGS	BONITZ	\$ 210,587	\$ 131,024	\$ (79,563)
BP990	PAINTING AND WALCOVERING	MCGOWAN PAINTING CONTRACTORS	\$ 43,795	\$ 43,795	\$ -
BP1017	SAIL SHADES	BAHAMA UMBRELLA	\$ 262,124	\$ 236,124	\$ (26,000)
BP1230	FINISH CARPENTRY AND CASEWORK	BASEPOINT	\$ 15,398	\$ 15,398	\$ -
BP2100	FIRE PROTECTION (INCLUDES REVISED QUOTE 2/3/20)	ASSOCIATED FIRE PROTECTION, INC.	\$ 79,767	\$ 78,300	\$ (1,467)
BP2200	PLUMBING	KEEN PLUMBING COMPANY	\$ 19,780	\$ 19,780	\$ -
BP2300	HVAC SYSTEMS	ALLRED MECHANICAL	\$ 59,100	\$ 59,100	\$ -
BP2600	ELECTRICAL (INCLUDES REVISED QUOTE 2/4/20)	TRIPLE R	\$ 955,000	\$ 902,200	\$ (52,800)
BP3231	FENCING	SEEGARS FENCING	\$ 5,000	\$ 5,000	\$ -
BP3290	LANDSCAPING AND SITE WORK	VINSON LANDSCAPING	\$ 117,290	\$ 117,290	\$ -
SUBTOTAL COST OF WORK			\$ 3,349,671	\$ 3,031,402	\$ (318,269)
1.20% SUBGUARD BONDING			\$ 40,196	\$ 40,196	\$ -
CREDITS/ALLOWANCES			\$ 3,389,867	\$ 3,071,598	\$ (318,269)
ALTERNATE G-1 REMAINING CREDIT			\$ (154,992)	\$ (154,992)	\$ -
ALTERNATE G-2 REMAINING CREDIT			\$ (34,862)	\$ (34,862)	\$ -
ALTERNATE G-3 REMAINING CREDIT			\$ (116,260)	\$ (116,260)	\$ -
REMAINING LIGHTING ALLOWANCE			\$ (242,424)	\$ (242,424)	\$ -
REMAINING DOOR HARDWARE ALLOWANCE			\$ (13,715)	\$ (13,715)	\$ -
ELEVATED SCAFFOLD PLATFORM FOR BALLROOM			\$ 68,000	\$ 68,000	\$ -
POTENTIAL VE			\$ (168,511)	\$ (127,625)	\$ 40,886
THIRD PARTY TESTING ALLOWANCE			\$ 35,000	\$ 35,000	\$ -
SUBTOTAL			\$ 2,762,103	\$ 2,484,720	\$ (277,383)
BUILDING PERMIT			\$ 17,954	\$ 16,151	\$ (1,803)
GENERAL CONDITIONS (LUMP SUM)			\$ 346,055	\$ 346,055	\$ -
2.10% INSURANCE			\$ 65,648	\$ 59,785	\$ (5,863)
5.00% FEE			\$ 159,588	\$ 145,336	\$ (14,252)
TOTAL			\$ 3,351,348	\$ 3,052,046	\$ (299,302)
Construction Document Accepted Alternates					\$ -
GRAND TOTAL			\$ 3,351,348	\$ 3,052,046	\$ (299,302)

Craven County



Convention Center Recovery Project

Fund 414

Update

This ordinance is hereby approved in the following amount for expenditure of the Convention Center Recovery Project.

Expenditures:

Debt Issuance Cost	\$	38,983.00
Architect/Engineer	\$	803,382.00
Construction	\$	11,776,679.00
Furniture, Fixtures, Equipment	\$	250,000.00
Contingency	\$	361,000.00
TOTAL	\$	13,230,044.00

The following revenues are hereby estimated for the Convention Center Recovery Project.

Revenues:

Loan Proceeds	\$	10,000,000.00
Transfer From General Fund	\$	2,688,044.00
Transfer From Occupancy Tax Fund	\$	500,000.00
Interest	\$	42,000.00
TOTAL	\$	13,230,044.00

This ordinance is hereby approved this 17th day of February, 2020.

Thomas F. Mark, Chairman
Craven County Board of Commissioners

Attest:

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

Craven County, NC Boards & Commissions

Application Form

Profile

Gracie _____ A _____ McCarthy _____
First Name Middle Initial Last Name

margrace315@gmail.com _____
Email Address

705 Tarragon Court _____
Home Address

New Bern _____ NC _____ 28562 _____
City State Postal Code

What Commissioners District? *

District 1

Which Boards would you like to apply for?

Juvenile Crime Prevention Council: Not Submitted

Interests & Experiences

CRAVEN COUNTY

RESOLUTION

THAT WHEREAS, Craven County has received an Offer to Purchase a parcel of property owned by it identified as 318 Crescent St., New Bern, NC, Tax Parcel Number 8-004-048, and more particularly described Deed Book 3179, Page 805 in the Craven County Registry (hereinafter the "Real Property"), a copy of said offer is attached hereto as Exhibit A; and

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

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

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

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

ADOPTED THIS 17th DAY OF FEBRUARY, 2020.

THOMAS MARK, Chairman

(County Seal)

NAN HOLTON,
Clerk to the Board

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Ruben Hassell, Jr. , as Buyer, hereby offers to purchase and CRAVEN COUNTY and the CITY OF NEW BERN, collectively as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in or near the City of New Bern, Craven County, North Carolina, being known as and more particularly described as:

Street Address: 318 Crescent St

Subdivision Name:

Tax Parcel ID No.: 8-004-048

Plat Reference:

Being all of that property more particularly described in Deed Book 3179, Page 0805 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$3,800.00 and shall be paid as follows:

(a) \$ 190.00 , EARNEST MONEY DEPOSIT with this offer by cash bank check certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 3,610.00 , BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

(a) This contract is not subject to Buyer obtaining financing.

(b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

(c) The Property is being sold subject to all liens and encumbrances of record, if any.

(d) Other than as provided herein, the Property is being conveyed "as is".

(e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.

(f) Title shall be delivered at Closing by QUITCLAIM DEED

4. SPECIAL ASSESSMENTS: Seller makes no warranty or representation as to any pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, or pending or confirmed owners' association special assessments. Buyer shall take title subject to all pending assessments, if any.

5. PAYMENT OF TAXES: Any ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.

6. EXPENSES: Buyer shall be responsible for all costs with respect to any title search, title insurance, recording of the deed, and its legal fees. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for any excise tax (revenue stamps) required by law.

7. EVIDENCE OF TITLE: Not Applicable.

8. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of final approval of the sale by Craven County's Board of Commissioners and the City of New Bern's Board of Aldermen pursuant to G.S. §160A-269. The deed is to be made to Ruben Hassell, Jr.

9. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing.

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

(a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is." Seller makes no representation as to water, sewer, conditions, title, access, or fitness for any intended use.

(b) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.

11. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall not have the right to enter upon the Property for any purpose without advance written permission of the Seller. If such permission is given, Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof.

12. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.): None.

Buyer Initials RH Seller Initials

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

14. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).

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

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

17. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

18. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:

SELLER

(If an individual)

CRAVEN COUNTY

 (SEAL)
Name: Ruber Hassell, Jr.
Date: 01/14/2020
Address: 8207 US Hwy 17
Pollocksville, NC 28573
Phone: 252-229-9913

By: _____ (SEAL)
Its: _____
Date: _____

(If a business entity)

CITY OF NEW BERN

By: _____ (SEAL)
Its: _____
Date: _____
Address: _____

Phone: _____

By: _____ (SEAL)
Its: _____
Date: _____

Buyer Initials RA Seller Initials _____

Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 1/13/2020 10:58:27 AM



Parcel ID : 8-004 -048
Owner : CRAVEN COUNTY & NEW BERN-CITY
Mailing Address : 416 POLLOCK ST NEW BERN NC 28560
Property Address : 318 CRESCENT ST
Description : 318 CRESCENT ST
Lot Description :

Assessed Acreage : 0.080 **Calculated Acreage :** 0.080
Deed Reference : 3179-0805 **Recorded Date :** 3 26 2013
Recorded Survey :
Estate Number :
Land Value : \$7,600 **Tax Exempt :** Yes
Real Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$7,600
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
3/26/2013	BROOKS, DANIEL E	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$10,000
9/22/1995	NEW BERN PRESERVATION FOUNDATION	BROOKS, DANIEL E	STRAIGHT TRANSFER	\$2,000
5/20/1994	DAVIS, TOM I	NEW BERN PRESERVATION FOUNDATION	STRAIGHT TRANSFER	\$0

List of Improvements to Site

No improvements listed for this parcel

STATE EMPLOYEES' CREDIT UNION
00156 New Bern - Howell Road

CASHIER'S CHECK

010256

DATE: January 15, 2020

66-7704/2531

PAY
TO THE
ORDER OF CITY OF NEW BERN

\$*****190.00

*** ONE HUNDRED NINETY DOLLARS AND 00 CENTS

REMITTER: RUBEN HASSELL JR

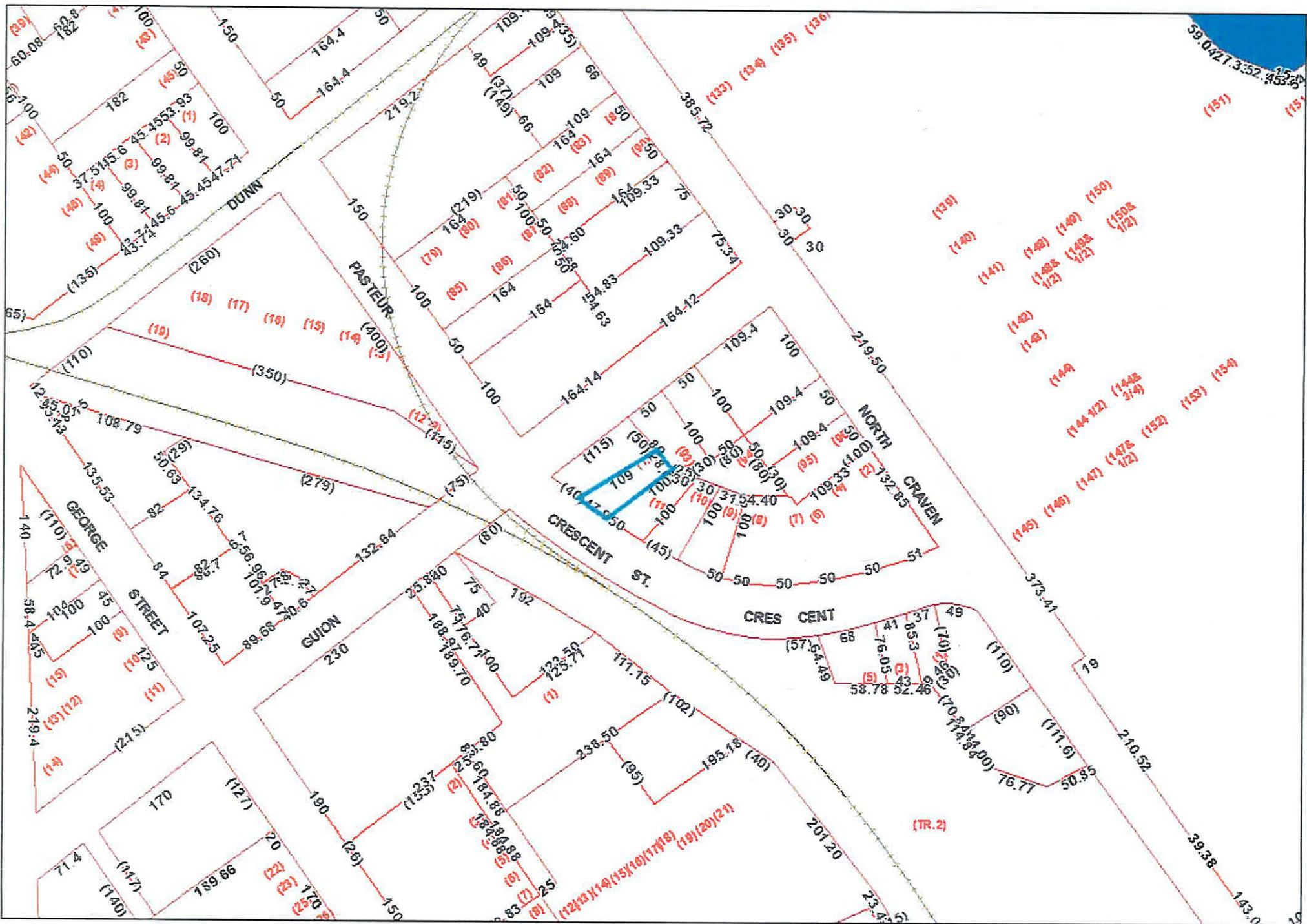
MEMO: DEPOSIT FOR LOT 318 CRESCENT STREET

VOID AFTER 180 DAYS


AUTHORIZED SIGNATURE

Security Features Included. FD Details on back.

⑈0 10 256⑈ ⑆ 253 1 77049⑆086 199 156 2 2⑈



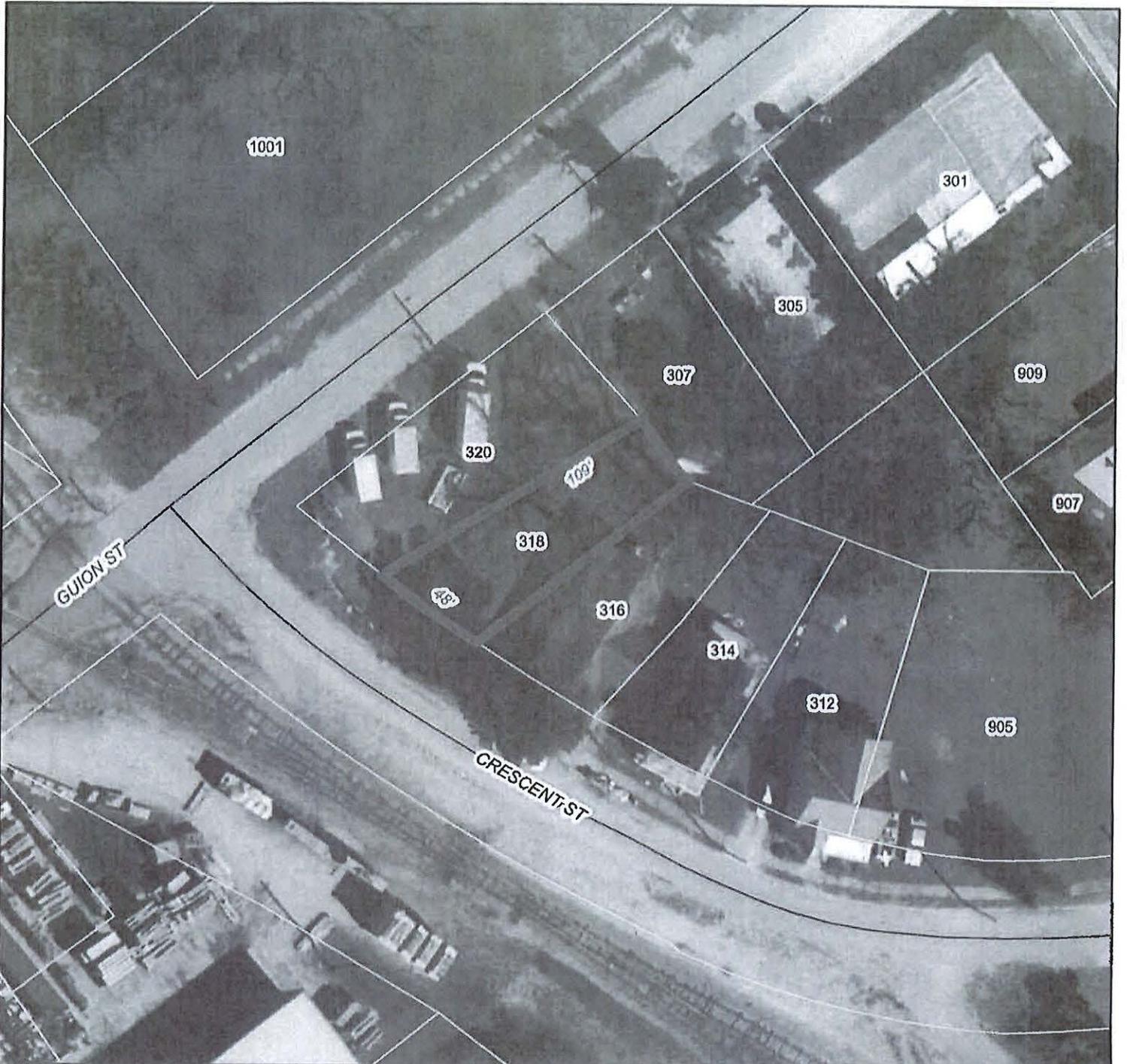
Craven County GIS

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on February 7, 2020 at 2:08:35 PM



1 inch = 144 feet





318 CRESCENT STREET

Ownership: City of New Bern & Craven Co.
Size: 0.08 Acres
Zoning: I-2 Industrial
Land Use: Vacant Industrial Lot
Flood Hazard: AE (SFHA)
Tax Values
Land: \$7,600
Buildings: \$0
Total: \$7,600
Tax ID: 8-004 -048



1 inch = 50 feet

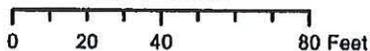


Image ID: 00002215916 Type: CRP
Recorded: 03/26/2013 at 10:14:40 AM
Fee Amt: \$46.00 Page 1 of 3
Revenue Tax: \$20.00
Workflow# 0000089827-0001
Craven, NC
Sherri B. Richard Register of Deeds
BK **3179** PG **805**

NORTH CAROLINA

COMMISSIONER'S DEED

CRAVEN COUNTY

Revenue Stamps: \$20.00
Parcel # 8-004-048

THIS COMMISSIONER'S DEED, made and executed this 21st day of March, 2013, by and between **AARON D. ARNETTE, Commissioner**, pursuant to a judgment of the District Court of the N.C. General Court of Justice in Craven County, North Carolina in an action entitled "Craven County, Plaintiff v. Daniel E. Brooks, et al, Defendants (12-CVD-1446).", Grantor, to **Craven County and the City of New Bern**, whose mailing address is: 406 Craven Street, New Bern, NC 28560, Grantee.

WITNESSETH:

WHEREAS, said Aaron D. Arnette, Commissioner, being empowered and directed by a judgment in the said action, did, on the 18th day of January, 2013, after due advertisement according to law, and as directed by said judgment, expose the land hereinafter described to public sale at the door of the Craven County Courthouse, where and when Craven County and the City of New Bern became the last and highest bidders for said land at the public sale for the sum of \$9,687.35;

WHEREAS, on the 18th day of January, 2013, Aaron D. Arnette, Commissioner, reported to the Court that Craven County and the City of New Bern were the last and highest bidders for said property in the amount of \$9,687.35;

Prepared By:
Sumrell, Sugg, Carmichael, Hicks & Hart, P.A.
416 Pollock Street
New Bern, NC 28560

WAS



WHEREAS, more than 10 days elapsed since the report of sale was filed and no upset bid was offered;

WHEREAS, an order confirming the sale to Craven County and the City of New Bern was entered by the Assistant Craven County Clerk of Superior Court on or about February 25, 2013.

WHEREAS, on or about the 25th day of February, 2013, Aaron D. Arnette, Commissioner, was ordered by judgment of said Court to execute a deed in fee simple to Craven County and the City of New Bern; and

NOW THEREFORE, in consideration of the premises, the said Aaron D. Arnette, Commissioner, as aforesaid, does hereby grant, bargain, sell, and convey to Craven County and the City of New Bern, all of that certain tract or parcel of land lying, situate and being in Number Eight Township, Craven County, North Carolina, and more particularly described as follows:

All of that certain property more particularly described in Deed Book 1481, at Page 372, in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 8-004-048.

This parcel is not the primary residence of the grantor.

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances thereunto belonging to Craven County and the City of New Bern, the said Grantee, in fee simple forever, in as full and ample manner as said Aaron D. Arnette, Commissioner, as aforesaid, is authorized and empowered to convey same.



IN WITNESS WHEREOF, the said Aaron D Arnette, Commissioner, hath hereunto set his hand and seal the day and year first above written.



Aaron David Arnette, COMMISSIONER (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, Joyce A. Hutchins, a Notary Public of the County of Craven, State of North Carolina, do hereby certify that **Aaron D. Arnette, Commissioner**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 21st day of March, 2013.

My Commission Expires
10-3-2015



Joyce Hutchins

NOTARY PUBLIC