

**AGENDA  
CRAVEN COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
MONDAY JUNE 1, 2020  
7:00 P.M.**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

1. PUBLIC HEARING ON THE PROPOSED FY 2020-2021 BUDGET
2. PUBLIC HEARING - FLOOD DAMAGE PREVENTION ORDINANCE
3. PETITIONS OF THE CITIZENS
4. CONSENT AGENDA
  - A. Minutes of May 18, 2020 Regular Session; Minutes of May 22, 2020 Reconvened Budget Work Session
  - B. Tax Releases

DEPARTMENT MATTERS

5. PLANNING –ADOPTION OF FLOOD DAMAGE PREVENTION ORDINANCE: Jason Frederick, Planner II; Chad Strawn, Assistant Planning Director
6. AIRPORT – FAA GRANT FUNDING REQUEST: Andrew Shorter, Airport Director
7. FACILITIES: Gene Hodges, Assistant County Manager; Steve Creel, Facilities Director
  - A. Approval of Hurricane Florence Repair Work for Courthouse Complex
  - B. Selection of Architect for Long Range Facility Improvement Program
8. FINANCE – LOTTERY APPLICATION: Craig Warren, Finance Director
9. APPOINTMENTS

10. COUNTY ATTORNEY'S REPORT: Arey Grady
  - A. Final Offer to Purchase Real Property Parcel #9-046-115
  - B. Initial Offer to Purchase 2203 Chestnut Ave.
  - C. Initial Offer to Purchase S. West Craven Middle School Rd.
  - D. Request from City of New Bern Regarding 209 Lawson Street
11. COUNTY MANAGER'S REPORT: Jack Veit
12. COMMISSIONERS' REPORTS

Agenda Date: June 1, 2020

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

Agenda Item No. 1

Board Action Required or Considered: No

**PUBLIC HEARING ON PROPOSED FY 2020-2021 BUDGET**

The Board will go into public hearing, as advertised, to receive public input on the proposed FY 2020-2021 budget, which has been available to the public in the County Manager's office and on the County's website since May 18, 2020.

**Board Action: Receive Information**

Agenda Date: June 1, 2020

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

Agenda Item No. 2

Board Action Required or Considered: No

## **FLOOD DAMAGE PREVENTION ORDINANCE PUBLIC HEARING**

The Board will go into public hearing, as advertised, to receive public comments regarding the proposed amendments to the County's Flood Damage Prevention Ordinance.

**Board Action: Receive information**

Agenda Date: June 1, 2020

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

Agenda Item No. 3

Board Action Required or Considered: No

## PETITIONS OF CITIZENS

**Board Action: Receive information**

Agenda Date: June 1, 2020

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

Agenda Item No. 4

Board Action Required or Considered: Yes

### **CONSENT AGENDA**

- A. MINUTES OF MAY 18, 2020 REGULAR SESSION AND MINUTES OF MAY 22, 2020 RECONVENED SESSION

The Board will be requested to approve the Minutes of May 18, 2020 regular session and May 22, 2020 reconvened session, as shown in Attachment #4.A.

- B. TAX RELEASES

The Board will be requested to approve the tax releases shown in Attachment #4.B.

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

Agenda Date: June 1, 2020

Presenters: Jason Frederick and Chad Strawn

Agenda Item No. 5

Board Action Required or Considered: Yes

## **DEPARTMENTAL MATTERS: ADOPTION OF FLOOD DAMAGE PREVENTION ORDINANCE**

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

Preliminary flood maps were released to the County, and the public, through the State's website (<https://fris.nc.gov>) for review on June 30, 2016. These maps were created using data collected from past hurricanes such as: Emily (1993), Fran (1996), Isabelle (2003) and Ophelia (2005) and two extratropical storms of 2006 as well as 600 + computer simulated storms. In general, while reviewing the maps we observed some changes in base flood elevations, ranging from a reduction of 2' (ft) to an increase of 3' (ft) as well as a new flood zone identified as the Coastal High Hazard Area, more commonly referred to as the VE zone. The addition of a VE Zone will have minimal effect impacting only approximately 50 structures in the County's jurisdiction. This new VE Zone reflects areas subject to wave action of up to 3' (ft) which will result in new regulatory standards for development in these areas. Based on the most current data released by the State mapping program, Craven County (unincorporated) has the addition of 331 structures to the regulatory AE Floodzone and 438 removed structures; which resulted in a net loss of 107 structures overall. It should be noted, for properties that have been removed from the AE Floodzone due to these map changes and have received flood damage in the past, we strongly encourage these property owners to keep and maintain their flood insurance policy.

Since the release of these maps the Planning Department has used many methods to raise awareness to inform the public of the proposed flood map changes such as: notification on tax bills, announcements on the County's website, public workshops/events, presentations to local organizations, outreach to each township as well as flood zone assistance via phone or in office meetings with the public. Failure to adopt the proposed amendments to the ordinance will result in loss of flood insurance for homeowners along with federally supported disaster assistance funds.

Changes to the County's Flood Damage Prevention Ordinance can be largely found in:

- Article 2 Definitions- Clarifications and Additions
- Article 4 Administrative Process Clarifications

- Article 5 Floodplain Development Standards “Development Regulations” with new VE Zone
- Article 6 Legal Provision and Adoption

The Craven County Planning Board signed a Resolution of Planning Consistency on March 26, 2020 in support of the proposed amendments as required by NC General Statutes. The Board of Commissioners on May 18, 2020 voted in favor of holding a public hearing on June 1, 2020 to hear public comments on the proposed amendments. The proposed ordinance was posted for public review to the County’s website on May 18, 2020. As set forth in the NC General Statutes two public notices were placed in the Sun Journal on May 21<sup>st</sup> and 28<sup>th</sup> 2020.

Once the public hearing is closed, planning staff request that the amendments to the Craven County Flood Damage Prevention Ordinance be adopted by the Craven County Board of Commissioners to become effective June 19, 2020. Also, as required by NC General Statutes, planning staff request the Board to authorize the Chairman to sign a Resolution of Planning Consistency in support of the proposed amendments, as shown in Attachment #5.

**Board Action: Adopt the amendments to the Craven County Flood Damage Prevention Ordinance and authorize the Chairman to sign the resolution**

Agenda Date: June 1, 2020

Presenter: Andrew Shorter

Agenda Item No. 6

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: AIRPORT – FAA GRANT FUNDING REQUEST**

Airport Director, Andrew Shorter, will request the County's signature to accept the FAA federal funding grant. (See Attachment #6)

A supplemental grant was awarded for EWN last year to construct the new Aircraft Rescue and Firefighting building in the amount of \$5,248,016. The project has been bid and is awaiting grant authorization to award the contract to begin construction. The contract must be awarded prior to July 11, 2020 to remain within the 120 day bid period.

**Board Action: Sign FAA federal funding grant**

**DEPARTMENTAL MATTERS: FACILITIES**

**A. APPROVAL OF HURRICANE FLORENCE REPAIR WORK FOR COURTHOUSE COMPLEX**

On December 2, 2019, the Craven County Board of Commissioners approved the selection of Barnhill Contracting Company as the Construction Manager at Risk (CM@R) for the repairs to the Courthouse/Emergency Services/Information Technology Facility (Courthouse). With this method of delivery, the design team and the CM@R team put together bid specs and designs into bid packages for the different trades related to this project (HVAC, elevators, plumbing, etc.) There must be a minimum of three bids for each package to open on the first bid date. Bids were collected and opened virtually on April 21 (first round) and April 30 (re-bid). As a reminder, there were five main systems that needed to be replaced or repaired in this facility. These five systems are the elevator that services the sally port, fire pump/suppression system, boiler, chiller, and air handler. Initially, the plans and specs bid out installation of a portable/temporary air handler/chiller but the prices for this were in the \$500k-\$700k range, including the rental of the unit for the time it would be needed. It has been decided to bid this out as permanent repair work instead. The bid documents, as presented in Attachment #7.A., are for a total amount of \$1,132,110. This includes replacement and rework of the elevator that services the sally port, installation of a boiler in the new location on the 3<sup>rd</sup> floor, and analysis and repair work to the fire suppression system to remove the requirement of the fire pump and service the fire sprinkler system with the flow from the municipal water system. A project ordinance amendment and budget amendment in the amount of \$1,894,453 are also attached. The amounts that make up this amendment are as follows:

Architect and Engineering Fees:	\$ 550,000
Construction Costs and CM@R Fees:	\$1,280,453
Contingency (5% of construction costs):	\$ 64,000
<u>Total</u>	<u>\$1,894,453</u>

Once the County receives the bid for the permanent repairs to chiller and air handler, another project ordinance amendment and budget amendment will be brought back to the Board for approval.

The request is for the Board of Commissioners to approve a project ordinance amendment and associated budget amendment in the amount of \$1,894,453 to fund this project and to authorize the County Manager to execute the agreement with Barnhill Contracting for this phase of the repairs to the Courthouse.

**Board Action: Approve the project ordinance amendment and associated budget amendment and (i) authorize the management team to amend the existing 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.**

**B. SELECTION OF ARCHITECT FOR LONG RANGE FACILITY IMPROVEMENT PROGRAM**

At the February 17, 2020 Board of Commissioners' work session, there were several facility projects that were presented. At this meeting, the Board gave direction to issue a Request for Qualifications (RFQ) to invite interested firms to submit their qualifications to provide architectural, engineering, and design services on a number of capital projects. These projects include:

1. Maintenance Facility located at 300 Howell Road.
2. Maintenance Facility located on 308 New Street.
3. New EOC/911/IT facility located at a new location –Phase 1.
4. (A) New County Administration Building located at a new location—Phase 2.  
(B) New Board of Education Administration Building co-located at a new location—Phase 2.
5. Rehabilitation of current Craven County Administration Building.
6. Rehabilitation/Remodel of Craven County Tax Office.
7. Rehabilitation/Remodel of vacant EOC/911/IT offices in Craven County Courthouse facility.
8. Rehabilitation/Remodel of Human Services Annex.
9. New government multi-use office building located in Havelock.

The RFQ was issued on March 25 and responses were due on April 21. Ten firms submitted responses, but after consultation with the County Attorney, only three firms were deemed responsive either due to timeliness or not providing the response in a form as prescribed in the RFQ. An evaluation team consisting of the Assistant County Manager, Facilities Director, Facilities Maintenance Coordinator, and Purchasing Agent was formed to review the responses and conduct electronic interviews. Rating sheets for both the RFQ responses and the interviews are shown in Attachment #7.B.

Based on these evaluations, we recommend Oakley Collier Architects (OCA) be awarded this project.

The team felt that OCA brought to this project a level of experience, current knowledge of our facilities, and a strong mix of sub-consultants necessary to complete this project within the guidelines and time line as provided in the RFQ. Additionally, Craven County's experience with OCA has been outstanding and our projects have progressed timely and efficiently.

The next step will be negotiating a fee and terms of a contract with the selected firm and begin refining the scope of these various projects.

**Board Action: Award the project to Oakley Collier Architects and (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: June 1, 2020

Presenter: Craig Warren

Agenda Item No. 8

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: FINANCE – LOTTERY APPLICATION**

Each year the Board of Education and the Board of Commissioners jointly approve a project application, as shown in Attachment #8, to be submitted to the North Carolina Department of Public Instruction. This application is required in order to draw down lottery proceeds that have been allocated to Craven County in the Public School Building Capital Fund. These funds are restricted and can only be used for school construction projects or to retire debt incurred as a result of school construction projects.

**Board Action: Approve project application**

Agenda Date: June 1, 2020

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

Agenda Item No. 9

Board Action Required or Considered: Yes

## APPOINTMENTS

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

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

**A. PENDING APPOINTMENTS**

- Adult Care Home Advisory Committee (vacancy)
- Nursing Home Advisory Committee (vacancy)
- Recreation Advisory Committee (District 5 vacancy)
- Regional Aging Advisory Board (vacancy)
- Senior Legislative Tarheel Alternate (vacancy)

**B. CURRENT APPOINTMENTS**

- Emergency Medical Services Advisory Council: Tom Brubaker is seeking reappointment (he represents the City of New Bern 911 Center).
- Havelock Planning Board (ETJ): The term of Marion Sykes is due to expire and he does not wish to be reappointed.
- Juvenile Crime Prevention Council: The term of Jennifer Dacey is due to expire June 30<sup>th</sup>. Mrs. Dacey wishes to be reappointed. Robert Brinson has submitted the application shown in Attachment #9.B, seeking appointment to fill the vacancy left by the resignation of Todd Shuart.
- Coastal Carolina Regional Airport Authority: The terms of Charles Meekins and Jerry Jackson are due to expire June 30<sup>th</sup>. Airport Director, Andrew Shorter, has recommended them both for reappointment. Eight additional citizens have submitted applications for appointment to this board, as shown in Attachment #9.B.
- Craven County Social Services Board: The term of Lorraine Mark is due to expire and she does not wish to be reappointed. Gwendolyn Bryan has submitted the application shown in Attachment #9.B, seeking appointment to this board.

**C. UPCOMING APPOINTMENTS: TERMS EXPIRING JUNE 30, 2020**

- Craven County Tourism Development Authority
- Fire Tax Commissioners
- Nursing Home Advisory Committee
- Craven County ABC Board
- Eastern Carolina Regional Housing Authority
- New Bern Planning and Zoning Board

Agenda Date: June 1, 2020

Presenter: Arey Grady

Agenda Item No. 10

Board Action Required or Considered: Yes

## COUNTY ATTORNEY'S REPORT

### A. FINAL OFFER TO PURCHASE REAL PROPERTY PARCEL # 9-046-115

County Attorney, Arey Grady, will present an offer previously received and tentatively approved by Craven County in the amount of \$1,300.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed were \$2,344.21. The current tax value is \$4,730.00. The offer was advertised, and there were no upset bids, the final bid being \$1,300.00.

Attachment #10.A contains the proposed Resolution, deed and lien waiver. It is recommended that the Board give final approval of the sale and adopt the Resolution.

#### **Board Action: Adopt resolution to accept final offer**

### B. INITIAL OFFER TO PURCHASE REAL PROPERTY – 2203 CHESTNUT AVE., NEW BERN #8-037-001

Mr. Grady will present an offer previously received and approved by Craven County and the City of New Bern the amount of \$375.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed were \$4,179.83. The current tax value is \$750.00. The offer was advertised, and there was an upset bid in the amount of \$450.00. This offer was advertised and there were no upset bids, the final bid being \$450.00. The County granted final approval on March 16, 2020. However, the high bidder has decided not move forward with the closing. The City has since contacted the initial bidder who has reinstated a bid of \$375.00. Attachment #10.B 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**

C. INITIAL OFFER TO PURCHASE REAL PROPERTY – S WEST CRAVEN MIDDLE SCHOOL ROAD #9-048-181

Mr. Grady will present an offer received by Craven County in the amount of \$5,000.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$6,210.70. The current tax value is \$8,950.00. Attachment #10.C contains copies of the Offer to Purchase, Foreclosure Deed, GIS information, and proposed resolution.

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

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

D. REQUEST FROM CITY OF NEW BERN REGARDING 209 LAWSON STREET, NEW BERN #8-011-162

Craven County and the City of New Bern acquired this property through a tax foreclosure. The City has started proceedings to condemn and demolish the dilapidated improvements at these properties. The City has proposed to either have the County pay its pro-rata share for demolition, or to transfer the County's interests to the City in which case the City will be solely responsible for demolition cost. Attachment #10.D contains more detailed information about the property.

It is recommended that the County donate its interest in the property to New Bern upon the condition that the City will be responsible for all costs of demolition.

**Board Action: Consider donating the County's interest in property to the City of New Bern**

Agenda Date: June 1, 2020

Presenter: Jack Veit

Agenda Item No. 11

## **COUNTY MANAGER'S REPORT**

Agenda Date: June 1, 2020

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

Agenda Item No. 12

## **COMMISSIONERS' REPORTS**

1 THE BOARD OF COMMISSIONERS OF THE COUNTY OF CRAVEN MET IN  
2 REGULAR SESSION IN THE COMMISSIONERS' ROOM OF THE CRAVEN  
3 COUNTY ADMINISTRATION BUILDING, 406 CRAVEN STREET, NEW BERN,  
4 NORTH CAROLINA, ON MONDAY, MAY 18, 2020. THE MEETING CONVENED AT  
5 8:30.M.  
6

7 **MEMBERS AND STAFF PRESENT IN COMMISSIONERS' ROOM:**

8 Chairman Thomas F. Mark  
9 Vice Chairman Jason R. Jones  
10 Commissioner Denny Bucher  
11 Chairman George S. Liner  
12 Commissioner Theron L. McCabe  
13 Commissioner E. T. Mitchell  
14 Commissioner Johnnie Sampson, Jr.  
15 Jack B. Veit, III, County Manager  
16 Nan Holton, Clerk to the Board  
17

18 **STAFF AND PRESENTERS PRESENT VIA WEBEX/PHONE:**

19 Gene Hodges, Assistant County Manager  
20 Craig Warren, Finance Director  
21 Amber Parker, Human Resources Director  
22 Arey Grady, County Attorney  
23 Jennifer Dacey, Chair, JCPC  
24 Geoffrey Marett, Social Services Director  
25 Kelly Walker, CARTS Director  
26 Jeff Wood, Economic Development Director  
27 Andrew Shorter, Airport Director  
28 Don Baumgardner, Planning Director  
29 Patrick Baker, Natural Resource Conservationist II  
30 Steven Aster, Solid Waste Director  
31 Stanley Kite, EMS Director  
32 Scott Harrelson, Health Director  
33

34 Following the Pledge of Allegiance, County Attorney, Arey Grady, recited the following  
35 invocation:  
36

37 *Almighty God of love and mercy, God of power and God of might; today we pray the*  
38 *understanding to always seek your wisdom and justice. It is through your authority*  
39 *righteously administered, that our Commissioners are enabled to govern this County*  
40 *with laws enacted for our betterment.*  
41

42 *So we pray for your spirit, that they might be properly guided by your divine charity*  
43 *and an unassuming faithfulness.*  
44

45 *Give both counsel and courage to the leaders of this Board of County Commissioners, as*  
46 *well as other leaders of this County, the State of North Carolina and these United States*  
47 *of America.*

48 *May they always seek your purpose and the well-being of this great people. Grant now*  
49 *your unfathomable protection, that they lead our country with the honesty of*  
50 *providence and the integrity of high ideals. We ask all this through Christ our Lord.*

51  
52 *Amen.*

53  
54 *Based upon the opening prayer given by Reverend Hank Wilkins, IV the May 14, 2008*  
55 *session of the United States House of Representatives.*

56  
57 Commissioner Mitchell motioned to approve the agenda, as presented, seconded by  
58 Commissioner Liner and unanimously approved.

59  
60 **CONSENT AGENDA**

61  
62 Chairman Mark noted that a correction needed to be made to the May 4, 2020 minutes on line  
63 643. It should read "Craven County Schools Budget Presentation"

64  
65 Commissioner Liner motioned to approve the consent agenda, inclusive of the Minutes of May 4,  
66 2020, Tax Releases and Refund, WIC Budget Amendment, National Foster Care Month  
67 Proclamation, Request to Set a Public Hearing on June 1, 2020 for the Purpose of Receiving  
68 Input on the FY 2020-2021 Budget. The motion was seconded by Commissioner Liner and  
69 approved 7-0 in a roll call vote.

70  
71 *Tax Releases and Refund*

72  
73 **Credits**

TAXPAYER NAME	TICKET #	AMOUNT
CHENOWITH, THOMAS DID NOT OWN JANUARY 1	2019-211445	\$18.93
DISBROW, HOPE KEA DID NOT OWN JANUARY 1	2019-211514	\$1,361.03
ERSKINE, NEIL A MILITARY EXEMPT	2019-211519	\$6.82
LEMITHE, MARYLIN INCORRECT OWNER/REBILL	2019-212467	\$946.15
WEATHERLY, JERROL DAVID SR NOT TAXABLE TO CRAVEN COUNTY	2019-210870	\$57.22
TOTAL		\$2,390.15

91  
92  
93  
94

95 *Refund*

96				
97	ERSKINE, NEIL A		2019-211519	\$395.85
98	MILITARY EXEMPT			

99				
100			TOTAL	\$395.85

102 *WIC Budget Amendment*

104 *Health/WIC*

105	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
106				
107	1015061-33402	\$3,901.00	1015061-47321	\$3,405.00
108	WIC Client Services		Capital Outlay \$500-\$4,999	
109			1015061-43240	\$ 198.00
110			Other Services	
111			1015061-42200	\$ 298.00
112			Telephone	
113				
114	TOTAL	\$3,901.00	TOTAL	\$3,901.00

116 **Justification:** WIC has received additional one-time WIC special funding in the amount of  
 117 \$4,119.45. The purpose of the funding is to make the department more accessible to the patients.  
 118 The amount of \$4,901 must be spent by May 31, 2020 and the remainder must be spent by  
 119 September 30, 2020. Immediate purchase will include three laptops and six cameras for those  
 120 wishing to do their WIC visits online over the phone/computer. Remainder of funds will cover  
 121 mobile broadband services.

123 *National Foster Care Month Proclamation*

# PROCLAMATION

## NATIONAL FOSTER CARE MONTH

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

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

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

138 **WHEREAS**, National Foster Care Month is a time to reflect on the foster caregivers and child  
 139 welfare professionals who are dedicated to keep children safe from abuse and neglect; and  
 140

141 **WHEREAS**, foster care families who open their homes to children, supporting family  
 142 reunification and make a positive difference in their lives deserve respect, devotion, and support  
 143 in their communities; and  
 144

145 **WHEREAS**, there is a need for more families to volunteer in the foster care system to serve  
 146 children who are unable to remain at home, through no fault of their own; and  
 147

148 **WHEREAS**, the County of Craven supports organizations that strengthen families and provides  
 149 the optimal environment for children to learn, grow and thrive so that all children have the  
 150 benefit of happy, healthy and safe homes.  
 151

152 **NOW, THEREFORE, THE CRAVEN COUNTY BOARD OF COMMISSIONERS** does  
 153 hereby proclaim the month of May 2020 as National Foster Care Month in Craven County and  
 154 calls upon the our community to observe this month with compelling programs and events that  
 155 support this observance.  
 156

157 *Request to Set Public Hearing*  
 158

159 A public hearing was set for June 1, 2020 at 7:00 p.m. for the purpose of receiving public input  
 160 on the FY 2020-2021 Budget.  
 161

162 **JUVENILE CRIME PREVENTION COUNCIL BUDGET PRESENTATION**  
 163

164 Mrs. Jennifer Dacey, Chair, presented the Council’s recommended funding allocations for FY  
 165 20-21 for the Board’s approval.  
 166

167 Commissioner Sampson motioned to approve the Council’s recommendation, as presented,  
 168 seconded by Commissioner Mitchell and approved unanimously.  
 169

170 **CRAVEN COUNTY JCPC FUNDING RECOMMENDATIONS**

171 **FY 2020-2021**

172 **Funding Available: \$320,335.00**  
 173

174 <u>Program Provider</u>	<u>Needed Programs</u>	<u>Current</u>	<u>Recommendation</u>
175 1 .Area Day Reporting Center	Juvenile Structure Day	\$95,296.00	\$85,500.00
176 2. Mediation Center			\$147,607.00
177 \$160,000.00			
178 Teen Court	Teen Court		
179 Craven Community Service/ 180 Restitution	Restitution/Community Service		
181 Family Connections	Parent/Family Skill Building Services		
182 3. Volt Workforce Development	Vocational Skills	\$41,860.00	\$42,000.00
183			
184			
185			
186			

187	4. Abundant Life – Positive Impact	Mentoring Services	\$00.00	\$30,000.00
188				
189	JCPC Administrative Funds		\$11,667.00	\$2,835.00
190				
191	<b>TOTALS</b>		<b>\$296,430.00</b>	<b>\$320,335.00</b>
192				
193				

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

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

208  
 209 Commissioner Mitchell motioned to approve the one year contract extension, as requested,  
 210 seconded by Commissioner Bucher and approved 7-0 in a roll call vote.

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

211  
 212 CARTS Director, Kelly Walker, reported that CARTS was approved to receive Rural State  
 213 Operating (RSO) grant funding from the North Carolina Department of Transportation -  
 214 Integrated Mobility Division (NCDOT-IMD) for FY2019-2020.

215  
 216 The purpose of this project is to help fund employment related transportation for rural citizens to  
 217 and/or from places of employment with a guaranteed ride home. The project would allow  
 218 CARTS to obtain data regarding unmet employment transportation needs in Craven County.  
 219 CARTS received the written contract for the RSO funding on February 20, 2020. The kick off  
 220 date for the project was set for March 10, 2020. Schools, agencies, and businesses began to close  
 221 due to COVID-19 soon after the kick off date. The period of performance for this grant ends  
 222 June 30, 2020. Ms. Walker requested authorization to submit to the NCDOT-IMD a period of  
 223 performance extension ending June 30, 2021. This would allow CARTS to re-advertise for this  
 224 project as well as reschedule outreach efforts to educate local employers and their workforce.  
 225 Verification has been received that the Craven 100 Alliance (C1A) local match commitment  
 226 would continue through June 30, 2021 if the period of performance extension is approved by  
 227 NCDOT-IMD.  
 228  
 229  
 230  
 231

232 Commissioner Liner motioned to approve the submission of a period of performance extension  
233 to NCDOT-IMD for the FY 2020 Rural State Operating Grant, as requested, seconded by  
234 Commissioner Mitchell and approved 7-0 in a roll call vote.  
235

236 **DEPARTMENTAL MATTERS: ECONOMIC DEVELOPMENT – RESPONSES TO**  
237 **RFQ FOR ENGINEERING/CONSTRUCTION MANAGEMENT SERVICES FOR**  
238 **INDUSTRIAL PARK**  
239

240 Economic Development Director, Jeff Wood, stated that to complete the expansion of water and  
241 sewer in the Craven County Industrial Park, engineering services needed to be procured for  
242 design, permitting and construction management of the project. An RFQ for services was  
243 publicized with seven responses. Based upon the bid process, a review team analyzed the  
244 responses and interviewed four firms. Mr. Wood reported that as a result of the scoring, the  
245 review team recommended that the Board make the award to WithersRavenel and allow  
246 Economic Development, along with Finance, to negotiate the terms of the purchase agreement.  
247

248 Commissioner Mitchell motioned to award the bid for engineering/construction management  
249 services for Industrial Park to WhithersRavenel, as requested, and allow Economic  
250 Development, along with Finance, to negotiate terms of the purchase agreement.  
251

252 **DEPARTMENTAL MATTERS: AIRPORT – CARES ACT AIRPORT RELIEF**  
253 **FUNDING**  
254

255 The Board congratulated Airport Director, Andrew Shorter, on his recent award. Mr. Shorter  
256 thanked the Board and commented on how humbling it is to be recognized by peers.  
257

258 Mr. Shorter presented an FAA Grant Funding request for the Coastal Carolina Regional  
259 Airport's CARES Act airport relief funding allocation in the amount of \$14,713,820.00, to be  
260 disbursed over a period up to but not exceeding 48 months. He stated the airport may use these  
261 funds for any purpose for which airport revenue may be lawfully used. Additionally, the  
262 CARES Act makes clear that the funds may not be used for any purpose not related to the  
263 airport.  
264

265 Commissioner Mitchell motioned to approve and execute the federal grant, as requested,  
266 seconded by Commissioner McCabe and approved 7-0 in a roll call vote.  
267

268 **DEPARTMENTAL MATTERS: PLANNING**  
269

270 *Pamlico Sound Regional Hazard Mitigation Plan Resolution*  
271

272 Landin Holland, Holland Consulting Planners, presented the Resolution of Adoption, which  
273 relates to the Pamlico Sound Regional Hazard Mitigation Plan (RHMP). The Pamlico Sound  
274 RHMP includes Craven, Beaufort, Carteret, and Pamlico Counties, as well as all incorporated  
275 municipalities throughout the four-county region. The planning process was initiated early last  
276 year (2019), and will be completed following adoption of this resolution by the Board of  
277 Commissioners. If adopted, it will be forwarded to FEMA for their formal certification of a five  
278 year plan.



279  
 280 He stated that development of the draft document involved a series of four Hazard Mitigation  
 281 Planning Committee meetings, as well as two public input meetings. The County was  
 282 represented by Planning Department Staff, as well as two citizen stakeholders (Daniel Hill, Jr. &  
 283 Bruce Hice). Planning Staff presented the County’s draft strategies to the Board of  
 284 Commissioners on February 17, 2020.

285  
 286 Commissioner Liner motioned to adopt the following resolution, as requested, seconded by  
 287 Commissioner Bucher and approved unanimously.

288  
289 **CRAVEN COUNTY**

290 **RESOLUTION ADOPTING THE**  
 291 **PAMLICO SOUND REGIONAL HAZARD MITIGATION PLAN**

292  
 293 WHEREAS, Craven County is vulnerable to an array of natural hazards that can cause loss of life and damages to public and  
 294 private property; and

295  
 296 WHEREAS, Craven County and participating municipal jurisdictions desire to seek ways to mitigate situations that may  
 297 aggravate such circumstances; and

298  
 299 WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk  
 300 to life and property from hazards; and

301  
 302 WHEREAS, it is the intent of the Craven County Board of Commissioners to protect its citizens and property from the effects of  
 303 natural hazards by preparing and maintaining a local hazard mitigation plan; and

304  
 305 WHEREAS, it is also the intent of the Craven County Board of Commissioners to fulfill its obligation under North Carolina  
 306 General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning of the  
 307 Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the  
 308 event of a declared disaster affecting Craven County; and

309  
 310 WHEREAS, Craven County actively participated in the planning process of the Pamlico Sound Regional Hazard Mitigation Plan  
 311 and has prepared a regional hazard mitigation plan with input from the appropriate local and state officials; and

312  
 313 WHEREAS, the North Carolina Division of Emergency Management and the Federal Emergency Management Agency have  
 314 reviewed the Pamlico Sound Regional Hazard Mitigation Plan for legislative compliance and have approved the plan pending  
 315 the completion of local adoption procedures;

316  
 317 NOW, THEREFORE, be it resolved that the Board of Commissioners of Craven County hereby:

- 318  
 319 1. Adopts the Pamlico Sound Regional Hazard Mitigation Plan; and  
 320  
 321 2. Vests the Craven County Planning Department Staff with the responsibility, authority, and the  
 322 means to:  
 323  
 324 (a) Inform all concerned parties of this action.  
 325 (b) Cooperate with Federal, State and local agencies and private firms which  
 326 undertake to study, survey, map, and identify floodplain or flood-related erosion areas,  
 327 and cooperate with neighboring communities with respect to management of adjoining  
 328 floodplain and/or flood-related erosion areas in order to prevent aggravation of existing  
 329 hazards.  
 330  
 331 3. Appoints the Craven County Planning Department Staff to assure that, in cooperation with the  
 332 other participating jurisdictions, the Hazard Mitigation Plan is reviewed annually and every five years as  
 333 specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that



334 any needed revisions or amendments to the Plan are developed and presented to the Craven County Board  
335 of Commissioners for consideration.

336  
337 5. Agrees to take such other official action as may be reasonably necessary to carry out the  
338 objectives of the 2020 Pamlico Sound Regional Hazard Mitigation Plan.

339  
340  
341 Adopted this 18th day of May 2020.

342  
343 *Hazard Mitigation Grant Program*

344  
345 Mr. Holland reported that Craven County has received a Hazard Mitigation Public Assistance  
346 Grant to be used for the expedited acquisition and demolition of 6 (six) residential structures.  
347 The structures are located in repetitive loss areas of Craven County and received substantial  
348 damage from Hurricane Florence. The structures are located on Scotts Creek Drive, Howell  
349 Road and Frank Avenue.

350  
351 On April 30th staff received appraisals back from A.D. Willis Appraisal Services. Mr. Holland  
352 requested that the Board adopt the Resolution Establishing Just Compensation for Selected Real  
353 Property in Craven County’s Hurricane Florence Hazard Mitigation Grant Program.

354  
355 These properties were appraised based on their value prior to damage received from Hurricane  
356 Florence. The property located at 129 Scotts Creek Dr. was sold during the grant process and  
357 according to program guidelines the new owner cannot be paid more than what they paid for the  
358 property. If other appraisals from property owners are received, no more than a 15% adjustment  
359 can be made from the original appraisals.

360  
361 Commissioner Mitchell motioned to adopt the following resolution, as requested, seconded by  
362 Commissioner McCabe and unanimously carried.

363  
364 **RESOLUTION ESTABLISHING JUST COMPENSATION FOR SELECTED REAL**  
365 **PROPERTY IN CRAVEN COUNTY’S HURRICANE FLORENCE HAZARD MITIGATION GRANT PROGRAM**

366  
367 WHEREAS, it has been certified by A. D. Willis, III as the County’s contract appraiser for  
368 the Hurricane Florence Hazard Mitigation Grant Program (HMGP) that all properties listed below have  
369 been appraised in accordance with State law, Uniform Standards for Professional Appraisal Practice  
370 (USPAP) guidelines, and HMGP program guidelines; and

371  
372 WHEREAS the County has copies of said appraisal reports in its possession that have been reviewed and  
373 found to be accurate and reliable;

374  
375 THEREFORE BE IT RESOLVED, that Just Compensation is hereby established by the Craven County Board  
376 of Commissioners, for the following parcels:

377  
378

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

379

380 This 18 day of May, 2020.

381

382 *Request to Set Public Hearing for Amendments to the Flood Damage Prevention Ordinance*

383

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

391

392 He stated that Preliminary flood maps were released to the County and the public on the State  
 393 website ([www.ncfris.gov](http://www.ncfris.gov)) for review on June 30, 2016. These maps were created using data  
 394 collected from prior hurricanes such as: Emily (1993), Fran (1996), Isabelle (2003) and Ophelia  
 395 (2005) and two extratropical storms of 2006 as well as 600 + computer simulated storms. Since  
 396 the release of these maps the Planning Department has used many methods to raise awareness to  
 397 inform the public of the proposed flood map changes such as: notification on tax bills,  
 398 announcements on the County’s website, public workshops/events, presentations to local  
 399 organizations, outreach to each township as well as flood zone assistance via phone or in office  
 400 meetings with the public.

401

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

406

407 Commissioner Liner motioned to set a public hearing for June 1, 2020 at 7:00 p.m. to hear  
408 comments and consider adoption of the amended Flood Damage Prevention Ordinance, seconded  
409 by Commissioner McCabe and approved unanimously.

410  
411 Commissioner Jones inquired if the ordinance mirrors other coastal counties or is it totally  
412 separate. Mr. Baumgardner responded that it is the only ordinance that all coastal counties have;  
413 a state model which is required for FEMA.

414  
415 Commissioner Jones asked how many properties will be added to the floodplain and need  
416 insurance. Mr. Baumgardner responded that there are approximately 331 structures that have  
417 been added; however, there are 438 structures that have been removed from the floodplain.

418  
419 *Emergency Watershed Protection Program (EWP) Survey Services*

420  
421 Natural Resource Conservationist II, Patrick Baker, reported that on April 27th Craven County  
422 solicited qualifications seeking qualified licensed professional engineering or surveying firms to  
423 perform survey services in support of the County's Emergency Watershed Protection (EWP)  
424 Projects. On May 1, 2020 at 9:00 a.m. a pre-bid conference call was held with 8 firms present. A  
425 bid review committee ranked all submitted qualifications and recommended the award go to  
426 Vaughn & Melton.

427  
428 Commissioner McCabe motioned to award the contract to Vaughn & Melton, as recommended,  
429 seconded by Commissioner Sampson and approved unanimously.

430  
431 **DEPARTMENTAL MATTER: SOLID WASTE – BUDGET AMENDMENT**

432  
433 Solid Waste Director, Steven Aster, reported that since the middle of February, the Solid Waste  
434 Department has seen a significant increase in volume of trash and citizens visiting convenience  
435 sites. This has led to record setting numbers of trash and pulls from the Convenience Sites. The  
436 increase in numbers are in the bulk waste (furniture, loose garbage, mattresses, plastic play  
437 houses), yard waste (leaf and limb from yard), and construction debris (lumber, shingles, nails,  
438 concrete, sheetrock).

439  
440 He stated that the Solid Waste Department budgeted for 330 pulls (waste boxes emptied) per  
441 month for Fiscal year 19-20. In the month of April, the Solid Waste Department emptied 473  
442 waste boxes from Convenience Sites. The average pulls from the sites in fiscal year 19-20 has  
443 amounted to 370 pulls per month, which is an increase of almost 10% per month for Fiscal Year  
444 19-20. Convenience Sites Attendants utilize the County issued backhoes to pack the waste boxes  
445 in order to achieve maximum tonnage before calling the waste boxes to be emptied.

446  
447 The funds needed to cover the shortfall will come from the Hurricane Florence FEMA revenue  
448 line. The total of \$175,000 will ensure the Solid Waste Department can continue to serve the  
449 citizens in Craven County this fiscal year.

450  
451 Commissioner McCabe motioned to approve the following budget amendment, as requested,  
452 seconded by Commissioner Liner and approved 7-0 in a roll call vote.



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**Solid Waste**

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1014290-33111 FEMA Revenue	\$175,000.00	1014721-44067 Hauling	\$60,000.00
		1014721-44066 Tipping Fees Yard Waste	\$42,000.00
		1014721-44064 Tipping Fees Demolition	\$73,000.00
TOTAL	\$175,000.00	TOTAL	\$175,000.00

**Justification:** Since the middle of February, the Solid Waste Department has seen a significant increase in volume of trash and citizens visiting the convenience sites. This has lead to record setting numbers of trash and waste boxes emptied from the convenience sites. The increase in numbers at the convenience sites has put the Solid Waste Department in a shortfall for Fiscal Year 19-20, in the Hauling and Tipping fees line items.

**DEPARTMENTAL MATTERS: EMERGENCY SERVICES – BUDGET AMENDMENT**

Emergency Services Director, Stanley Kite, presented a budget amendment requesting to cover expenses for the Emergency Shelter for the COVID 19 Pandemic. Emergency Services received a 50/50 grant from the State of North Carolina as part of the Care’s Act for supplemental money to the Emergency Management Performance Grant. County Manager, Jack Veit, first presented this request on May 4, 2020, when he sought authorization to move forward.

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

**Emergency Services**

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1014320-33426 EMPG Grant	\$12,137.00	1014320-47301 C/O over \$5,000	\$24,274.00
1014290-33118 COVID19 Relief Fund	\$12,137.00		
TOTAL	\$24,274.00	TOTAL	\$24,274.00

**Justification:** Budget amendment to cover expense for the Emergency Shelter for the COVID Pandemic. Emergency Services received a 50/50 grant from the State of North Carolina as part of the Care’s Act for supplemental money to the Emergency Management Performance Grant.

499 Mr. Kite reported that Tropical Storm Arthur is off the coast of Cape Hatteras and no longer a  
 500 threat to Craven County.

501  
 502 **DEPARTMENTAL MATTERS: HEALTH – UPDATED/NEW FEE REQUESTS**

503  
 504 Health Director, Scott Harrelson, commented that on May 4, 2020, the Board of Commissioners  
 505 approved fees for Telephone Evaluation & Management Services. NC Medicaid has recently  
 506 announced that they are temporarily increasing the telephonic rate to 80% of Physician E&M  
 507 comparable rates, retroactive to March 10, 2020 due to COVID-19. Additionally, he requested  
 508 two new fees. One fee includes a stool-based test that screens for colorectal cancer for those  
 509 patients who have limited access to a colonoscopy. The other is for a health risk assessment for  
 510 maternal depression that is completed at the child's visit.

511  
 512 Commissioner Liner motioned to approve the following updated/new fees as requested, seconded  
 513 by Commissioner Mitchell and approved unanimously.  
 514

1	<b><u>New Fee Recommendation</u></b>
<b><u>Description:</u></b> 99441 Telephone Evaluation & Management Services (5 - 10 minutes)	
<b><u>Current Fee:</u></b> \$14.00 <span style="float: right;"><b><u>Proposed Fee:</u></b> \$59.00</span>	
<b><u>Recommended Effective Date:</u></b> 3/10/2020	
<b><u>Reason / Justification:</u></b> During COVID-19 staff (FNP, MD, PA, CNM) will use telephone evaluation and management services for established patients and routine follow up (5 to 10 minutes).	
On May 1, 2020 NC Medicaid Special Bulletin COVID-19 #80 was released. To support primary and specialty care providers in conducting telephonic visits when face-to-face or telehealth is not a viable option, NC Medicaid is temporarily increasing the telephonic rate to 80% of Physician E&M comparable rates, retroactive to March 10, 2020.	
<b><u>Reimbursement Rates</u></b>	
99441 is equivalent to an office visit 99212. Our current fee for a 99212 = \$73.65. Eighty percent of that charge = \$58.92	

515

2	<b><u>New Fee Recommendation</u></b>
<b><u>Description:</u></b> 99442 Telephone Evaluation & Management Services (11 - 20 minutes)	
<b><u>Current Fee:</u></b> \$25.00 <span style="float: right;"><b><u>Proposed Fee:</u></b> \$100.00</span>	
<b><u>Recommended Effective Date:</u></b> 3/10/2020	
<b><u>Reason / Justification:</u></b> During COVID-19 staff (FNP, MD, PA, CNM) will use telephone evaluation and management services for established patients and routine follow up (11 to 20 minutes).	
On May 1, 2020 NC Medicaid Special Bulletin COVID-19 #80 was released. To support primary and specialty care providers in conducting telephonic visits when face-to-face or telehealth is not a viable option, NC Medicaid is temporarily increasing the telephonic rate to 80% of Physician E&M comparable rates, retroactive to March 10, 2020.	
<b><u>Reimbursement Rates</u></b>	
99442 is equivalent to an office visit 99213. Our current fee for a 99213 = \$124.00. Eighty percent of that charge = \$99.20	

516

3	<b><u>New Fee Recommendation</u></b>
<b><u>Description:</u></b> 99443 Telephone Evaluation & Management Services (21 - 30 minutes)	
<b><u>Current Fee:</u></b> \$37.00 <span style="float: right;"><b><u>Proposed Fee:</u></b> \$150.00</span>	
<b><u>Recommended Effective Date:</u></b> 3/10/2020	
<b><u>Reason / Justification:</u></b> During COVID-19 staff (FNP, MD, PA, CNM) will use telephone evaluation and management services for established patients and routine follow up (20 to 30 minutes).	
On May 1, 2020 NC Medicaid Special Bulletin COVID-19 #80 was released. To support primary and specialty care providers in conducting telephonic visits when face-to-face or telehealth is not a viable option, NC Medicaid is temporarily increasing the telephonic rate to 80% of Physician E&M comparable rates, retroactive to March 10, 2020.	
<b><u>Reimbursement Rates</u></b>	
99443 is equivalent to an office visit 99214. Our current fee for a 99214 = \$187.00. Eighty percent of that charge = \$149.60	

517

518

4	<b><u>New Fee Recommendation</u></b>
<b><u>Description:</u></b> 82274	
<b><u>Current Fee:</u></b> 0 <span style="float: right;"><b><u>Proposed Fee:</u></b> \$22.00</span>	
<b><u>Recommended Effective Date:</u></b> 5/1/2020	
<b><u>Reason / Justification:</u></b> FIT/iFOBT is a stool-based test used for colorectal cancer screening. The test can be conducted annually on average risk patients (no personal/family history of colon cancer, adenomas, or genetic syndromes). It provides a screening tool for those patients who have limited access to a colonoscopy. This test will not substitute a colonoscopy. Patients, who have a positive FIT/iFOBT test result, will be referred for a colonoscopy.	
<b><u>Reimbursement Rates</u></b>	
Medicaid: \$21.23	
BCBS: \$20.91	
Contracted LabCorp Rate: \$20.00	

519

	<b><u>New Fee Recommendation</u></b>
<b><u>Description:</u></b> 96161	
<b><u>Current Fee:</u></b> 0 <span style="float: right;"><b><u>Proposed Fee:</u></b> \$17.28</span>	
<b><u>Recommended Effective Date:</u></b> 5/1/2020	
<b><u>Reason / Justification:</u></b> Administration of caregiver-focused health risk assessment instrument (e.g., depression inventory) for the benefit of the patient, with scoring and documentation, per standardized instrument.	
Health risk assessment for maternal depression done at the child's visit (questions for caregiver).	
<b><u>Reimbursement Rates</u></b>	
96161 is equivalent to a similar established fee 96160 (depression screening tool for patients) = \$17.28.	

520

521

522

COVID-19 REPORT

523 Mr. Harrelson stated the currently Craven County has 81 active COVID 19 cases and one of
524 those is hospitalized. He conveyed that the vast majority of these are linked to one work site
525 outside of the county, and that these individuals are closely connected, highlighting this was not
526 community spread.
527
528

529
530 Overall Mr. Harrelson reported Craven County has had 125 cases, and with the increased testing
531 that is ongoing, there will be more cases identified. Upon an inquiry from Commissioner Jones,
532 Mr. Harrelson indicated that the cases that have been identified are not a result of re-openings in
533 Phase 1. These cases occurred prior to that, but due to testing delays, the results came in after.
534 Responding to a question from Commissioner Mitchell, Mr. Harrelson relayed that it can take up
535 to three weeks for patients to recover and become asymptomatic; but they may still test positive.
536

537 DEPARTMENTAL MATTERS: FINANCE – RETIREE HEALTH INSURANCE
538 BUDGET AMENDMENT
539

540 Finance Director, Craig Warren, reported that Craven County has exceeded the original budget
541 projected for the retiree health insurance benefit. Through the month of April 2020, there have
542 been 12 retirees added that qualify for this benefit. Actuals for this line item are currently
543 running 8.59% higher than last year. Based on this new projection, a budget amendment in the
544 amount of \$100,000 is needed in order to cover this shortfall.
545

546 Commissioner Liner motioned to approve the following budget amendment, as requested,
547 seconded by Commissioner McCabe and approved 7-0 in a roll call vote.
548

549 Finance

550
551 REVENUES AMOUNT EXPENDITURES AMOUNT
552
553 1010000-39901 \$100,000.00 1014290-41112 \$100,000.00
554 Current Year Fund Balance Retiree Health Insurance
555
556 TOTAL \$100,000.00 TOTAL \$100,000.00
557

558 Justification: Craven County has exceeded the original budget for retiree healthcare cost for the
559 current fiscal year.
560

561 APPOINTMENTS

562 Pending Appointments

563 Chairman Mark reviewed the following pending appointments:
564

- 565 • Adult Care Home Advisory Committee
566 • Nursing Home Advisory Committee
567
568

- 569 • Juvenile Crime Prevention Council
- 570 • Recreation Advisory Committee
- 571 • Regional Aging Advisory Board
- 572 • Senior Legislative Tarheel Alternate
- 573 • CarolinaEast Health Board of Commissioners – Chairman Mark reappointed Trawick
- 574 Stubbs, P.O. Rodgers and David Blaine. In addition, Thomas Mark was appointed by
- 575 acclamation

576  
577 *Current Appointments*

578  
579 *Fire Tax Commissioners*

580  
581 Commissioner McCabe nominated James Hendrix for reappointment to the Fire Tax  
582 Commission. There being no additional nominations Mr. Hendrix was reappointed by  
583 acclamation.

584  
585 *Craven Community Child Protection Team*

586  
587 Commissioner Liner nominated Maurice Anderson for appointment to the Craven Community  
588 Child Protection Team. There being no additional nominations, Mr. Anderson was appointed by  
589 acclamation.

590  
591 *Upcoming Appointments*

592  
593 Chairman Mark reviewed the following upcoming appointments to boards and committees due to  
594 expire in June:

- 595
- 596 • Emergency Medical Services Advisory Board
- 597 • Havelock Planning Board
- 598 • Juvenile Crime Prevention Council
- 599 • Craven County Tourism Development Authority
- 600 • Coastal Carolina Regional Airport Authority
- 601 • Craven County Social Services Board
- 602 • Fire Tax Commissioners
- 603 • Nursing Home Advisory Committee
- 604 • Craven County ABC Board
- 605 • Eastern Carolina Regional Housing Authority
- 606 • New Bern Planning and Zoning Board

607  
608 **COUNTY ATTORNEY’S REPORT – INITIAL OFFER TO PURCHASE REAL**  
609 **PROPERTY-TAX PARCEL 5-014-305 (NO ASSIGNED ADDRESS)**

610  
611 County Attorney, Arey Grady, presented an Offer received by Craven County in the amount of  
612 \$3,000.00 for this property. The current tax value is \$3,600.00.

613

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

616  
617 Should the County accept this offer, then the property will then be advertised for upset bids in  
618 accordance with the General Statutes. Once no further upset bids are timely received, the County  
619 may accept or reject the final offer.

620  
621 Commissioner McCabe motioned to table this until further notice. His motion was seconded by  
622 Commissioner Sampson

623  
624 Discussion ensued regarding setting a particular date to bring it back, versus just leaving it open  
625 ended. Commissioner McCabe argued he needed time to talk with the church, as they have  
626 rented the property in the past for the purpose of using as a refuge during inclement weather.  
627 Commissioner Mitchell sought clarity on who owned the property, when the church last paid rent  
628 to use it, and spoke on behalf of the people wanting to purchase it for niche farming.

629  
630 Commissioner Jones requested that the staff look into the history of the church using the  
631 property as a refuge during inclement weather and determine if it would behoove the County to  
632 donate the property to the fire department with a deed restriction that they could not sell it.  
633 County Manager Veit indicated he would report back to the Board on this.

634  
635 Commissioner McCabe amended his original motion to bring it back on July 6<sup>th</sup>; seconded by  
636 Commissioner Sampson and approved in a 6-0 roll call vote, with Commissioner Mitchell being  
637 the one dissenting vote.

638  
639 The Initial Offer to Purchase Tax Parcel 5-014-305 was tabled until July 6, 2020.

#### 640 641 **COUNTY MANAGER'S REPORT**

642  
643 County Manager, Jack Veit, noted the anomaly that Craven County has spent five out of the past  
644 eighteen months in a State of Emergency, and the other thirteen months were spent on recovery.  
645 Mr. Veit remarked at the beginning of 2020 the County was at the cusp of addressing several big  
646 picture items, but upon the arrival of COVID 19, this is not the budget he anticipated presenting.  
647 He indicated he was personally disappointed, as the County was on the verge of taking the next  
648 step forward, and he feels that now we have to take a step backwards. Mr. Veit informed the  
649 Board that he and the Finance Director had to do this budget in a vacuum this year, over the  
650 phone and computer and without any hard data on sales tax, nor occupancy tax revenues. He  
651 stated they would be revisiting the budget mid-year, after sales tax and occupancy tax revenue  
652 data was available, to determine the County's standing at that time.

653  
654 Mr. Veit presented the 2020-2021 Proposed Budget, as follows:

655  
656 May 18, 2020

657  
658  
659 Mr. Chairman and Members of the Board of Commissioners:

660  
661  
662 It is my privilege to present to you the recommended fiscal year 2021 budget for Craven County.  
663 As proposed, this budget incorporates the priorities and policy direction of the Board of  
664 Commissioners while continuing to provide the highest quality of services to the citizens of  
665 Craven County in the most fiscally responsible manner. This proposed budget is balanced and  
666 recommends that the ad valorem tax rate for the fiscal year 2021 remain the same as the current  
667 year at 54.94 cents per \$100 of valuation. The recommended general fund budget for fiscal year  
668 2021 is \$114,699,171 and includes a fund balance appropriation of \$1,065,553 to balance the  
669 budget.

670  
671 Although the recommended budget includes a fund balance appropriation, local governments are  
672 strongly encouraged to maintain adequate fund balances in order to ensure against unanticipated  
673 events that could adversely affect the County's financial position and jeopardize the continuation  
674 of County services. As such, the County continues to budget and operate in a fiscally responsible  
675 manner which has provided a fund balance sufficient enough to accomplish this while also  
676 remaining consistent with that of our peers statewide. Craven County's available fund balance  
677 was 27.90% of expenditures at June 30, 2019, while other counties with over 100,000 in  
678 population had fund balances averaging 28.06% and all one hundred counties averaging 30.43%.  
679 Revenues collected for the first ten months of the current fiscal year are \$4.4 million ahead of  
680 last year, while expenditures for the same period are approximately \$3.5 million more. The  
681 increase in revenue has mostly been a direct result of the positive growth in commercial and  
682 residential development experienced within the County.

683 Sales tax collections for the year through April have been running 9.3% higher than the same  
684 time last year. Additionally, better than projected revenues received from other sources including  
685 the Medicaid-Sales Tax hold harmless distribution and increased investment earnings have also  
686 contributed to the County's enhanced revenue position while offsetting the increases to  
687 expenditures.

688 The positive economic conditions that we have experienced so far this fiscal year are not  
689 expected to continue due to the ever-changing condition related to the COVID-19 pandemic.

690

691 Expenditures and transfers out for the first ten months of fiscal year 2020 are higher than the  
692 previous year mostly due to budgeted increases across many of the functional areas including  
693 general government, public safety, and environmental protection. Some of these increases are  
694 one-time costs such as the County's emergency responses to both Hurricane Dorian and the  
695 COVID-19 pandemic while others are reoccurring such as the two additional School Resource  
696 Officers funded by the County in our elementary schools and the continuation of the County's  
697 Curbside Recycling Program. The County ended fiscal year 2019 in a strong financial position  
698 adding approximately \$2.2 million to fund balance. Higher than projected revenues along with  
699 the County's conservative approach to spending provided the ability to transfer \$408,000 into the  
700 Capital Reserve Fund last fiscal year. Although we were able to make a transfer in,  
701 approximately \$1.2 million was used towards budgeted capital items and projects reducing the  
702 Capital Reserve Fund's balance by approximately \$642,000 as of June 30th, 2019. As we have  
703 experienced over the past few years, funding of the capital reserve when excess revenues or  
704 savings are realized continues to serve as an important part of the County's financial position and  
705 provides for future needs while helping to prevent tax increases and borrowing costs to fund  
706 capital items.

707  
708 There are a number of factors that had a significant impact on the proposed budget. The current  
709 assessed value for fiscal year 2021 is estimated to be \$9.9 billion, a 5.77% increase over the  
710 estimate of \$9.36 billion used for the fiscal 2020 budget. The County has experienced growth in  
711 the tax base over the past year with most of this increase being the result of the recovery efforts  
712 from Hurricane Florence progressing much faster than anticipated.

713  
714 Total revenues and expenditures each amount to \$114,699,171 in the recommended budget for  
715 fiscal 2021. This represents a decrease of \$1.5 million or 1.3% compared to the current budget of  
716 \$116,202,160 through the end of April. Property tax revenues are estimated to increase by 5.7%  
717 over the amount budgeted in fiscal year 2020, while sales tax revenues are projected to decrease.  
718 It is expected that the COVID-19 pandemic will have significant impacts on this revenue source  
719 heading into the fiscal 2021 budget year. The recovery of this revenue source will be over an  
720 extended period of time as public safety restrictions are lifted and consumer activity returns to  
721 normal levels. As there is no comparative data for a public health crisis such as this, the

722 methodology most widely being adopted around the State is to project sales tax using a staggered  
723 approach to recovery with adjustments each quarter. Our adjustments to budget sales tax next  
724 year is based on the most recent twelve months of collections using a quarterly reduction of 15%  
725 for the 1st quarter, 10% for the 2nd and 3rd quarters, and a 5% reduction for the 4th quarter.  
726 Overall, sales tax revenues are budgeted at a decrease of \$805,000. The budget also includes no  
727 new fees or increases.

728  
729 Transfers into the General Fund from the Capital Reserve Fund are down approximately  
730 \$1,062,054 from the current budget. Capital expenditures and major repair projects were closely  
731 examined and only as a result of the Capital Reserve Fund, many were able to be funded.  
732 Overall capital outlay costs are down approximately \$1.3 million compared to the current  
733 budget. Out of the total \$4.2 million capital expenditures budgeted for fiscal year 2021, \$2.7  
734 million is funded with transfers from the Capital Reserve Fund. The majority of capital  
735 expenditures funded in this budget include the maintenance and replacement of vital  
736 infrastructure in the areas of technology and facility improvements.

737  
738 In addition to the capital items funded in this budget, the County is planning for several major  
739 projects heading into next fiscal year. One of these is the continuation of the County's  
740 Enterprise Resource Planning (ERP) software replacement project. With the accounting module  
741 completed in fiscal 2019, resources have been allocated towards implementing the  
742 payroll/human resources module which is expected to be completed in the fall 2020. The  
743 remaining utility billing and permitting modules are expected to begin in the spring and summer  
744 of 2021. Phase two of this project included the replacement of the tax software. Both the  
745 collections and billing modules went live earlier this fiscal year, leaving only the appraisal  
746 component to complete. The completion date for the appraisal module is targeted for the summer  
747 of 2022. The County's Hurricane Florence recovery efforts will continue with the restoration and  
748 improvement of the Convention Center.

749  
750 The restoration phase of this project has been completed with the improvements to expand the  
751 pre-function space and back veranda underway. These are expected to be completed in  
752 September. Other major hurricane recovery projects include the restoration of the Courthouse

753 buildings, relocation of the Lawson Creek Pump Station, and repairs to the water system's  
754 telemetry components. All three of these projects are in the final stages of planning with final  
755 funding determinations being negotiated with FEMA. Other major projects programmed into the  
756 fiscal year 2021 budget include completing the construction of the new Recreation  
757 Administration Building Offices at Creekside Park, replacement of the camera system at the  
758 Judicial Center Complex, completion of the epoxy flooring project at the Jail, and improvements  
759 at Creekside Park to increase citizen accessibility.

760  
761 The total salaries and benefits in the recommended budget for fiscal 2021 are \$300,000 higher  
762 than the original budget of 2020 and does not include a cost of living adjustment for county  
763 employees. This increase does not take into consideration the additional 27th pay period  
764 budgeted in the current fiscal year. After adjusting for this additional pay period, the increase in  
765 total salaries and benefits would have been \$1.7 million. Of this increase, approximately  
766 \$302,000 was for positions added during the current fiscal year. Those included; an Information  
767 and Communications Specialist in HR, a Finance Accounting Technician III, two School  
768 Resource Officers at Brinson Memorial Elementary and Arthur W. Edwards Elementary  
769 Schools, and a Child Support Deputy. There are 12 new full time positions recommended in the  
770 budget and they are; an HR Technician II, a IT Database Analyst, a Opioid & Firearms Violence  
771 Investigator, four School Resource Officers, one Sheriff Administrative Assistant, a  
772 Telecommunicator I, a Hospice Accounting Clerk IV, a Social Worker I, and a Social Worker  
773 III.

774  
775 Total benefit costs are budgeted to be approximately \$930,000 higher than the current budget as  
776 a result of increases in the County's health and dental premiums and the retirement system rates.  
777 So far this year, health and dental claims have been running higher than last year's levels. To  
778 offset these costs, the budget includes a five percent increase to both County and employee  
779 premiums and accounts for \$419,000 of the total increase to benefit costs. For the second year in  
780 a row, the retirement system employer contribution rates were increased in the budget by 1.2%.  
781 This accounts for \$460,000 of the total increase in benefit costs and is the rate established under  
782 the retirement system's Employer Contribution Rate Stabilization Policy which is anticipated to  
783 remain the same through fiscal 2022.

784  
785 Overall current expense funding for Craven County Schools is recommended to remain flat at  
786 \$22,129,991, per their request, and continues the County's investment and support for our local  
787 school system. The school system faces budget challenges that are complex and varied, similar  
788 to the County. While this recommended funding amount continues Craven County's  
789 commitment to the school system, there are still long term issues that will need to be addressed.  
790 As revenues from federal and state sources tied to enrollment numbers continue to decline, the  
791 cost to operate and maintain these shrinking schools does not. This issue will be ongoing and  
792 will likely need to be addressed as we plan for the future. Current budget challenges faced by  
793 the schools in the upcoming budget year include increases for retirement system contributions  
794 and healthcare premiums in addition to decreases in federal and state funding as enrollment  
795 declines. Forecasted numbers by the schools continue to predict the decline in enrollment will  
796 continue over the next 4 years in all areas K-12. In addition to funding these increases, the  
797 budget also recommends increasing the local supplement by 1.00% to 10.0% at an annual cost of  
798 \$653,000 in order to meet the school system's priority of improving teacher recruitment and  
799 retention. Capital outlay requested is \$1,994,967, the same as the current year's budget and  
800 includes two category 1 projects over \$100,000 including a gym floor replacement at Havelock  
801 High School at \$160,000 and corridor fire door replacements at New Bern High School for  
802 \$150,000. Also included in the Capital Outlay amount requested is \$900,000 and continues the  
803 3rd year of funding for the systems year Apple iPad lease agreement.

804  
805 The proposed budget funds Craven Community College's requested current expense at  
806 \$3,929,300 which represents an increase of \$168,185 over the current year. Part of this increase  
807 includes \$28,394 towards additional personnel cost for salaries, retirement, and health benefits.  
808 The budget also funds the full year allocations for both the Volt Work Force Development  
809 Center in New Bern and the new Stem Building in Havelock. The expenses for both The Volt  
810 Center and the new STEM Center were phased in over time to correspond with the programming  
811 of services at both facilities and the reoccurring expenses were anticipated.  
812 Capital Outlay for the college was budgeted at \$373,000 due to the college realizing savings  
813 from deferred maintenance projects that were not performed due to the COVID-19 pandemic. It

814 is anticipated that this allocation will return to the agreed upon amount of \$500,000 in  
815 subsequent budgets.

816  
817 The proposed fiscal year 2021 budget provides balance and fiscal responsibility in addressing the  
818 many needs across the County while continuing to maintain the lowest tax rate possible for the  
819 citizens of Craven County. Craven County values the competitive edge maintaining a low tax  
820 rate offers in areas such as economic development and retirement relocations. As always, there  
821 is still the possibility that the General Assembly may take actions that could affect the County  
822 budget. We will continue to monitor for those potential impacts however I believe Craven  
823 County continues to be well positioned fiscally to address any challenges that may come  
824 forward.

825  
826 I wish to commend the Department Heads, staff and agencies for their cooperation and valuable  
827 assistance in this very difficult budget process. I would also like to thank our Finance Director  
828 Craig Warren, Assistant County Manager Gene Hodges, and Human Resources Director Amber  
829 Parker for their essential contributions in developing this budget. I look forward to working with  
830 the Board of Commissioners in finalizing the fiscal year 2021 budget. The recommended budget  
831 shall immediately be available for public inspection in the Manager's office and posted on the  
832 County website. I recommend the Board schedule a public hearing at 7:00 PM on June 1, 2020  
833 and conduct budget study sessions as required.

834

835

836 Respectfully submitted,

837

838 Jack B. Veit, III, Craven County Manager

839

840 Chairman Mark commended Mr. Veit and Staff.

841

842 He asked that Commissioners review the budget on their own prior to meeting on Wednesday,  
843 May 20<sup>th</sup> at 8:30 a.m. to begin budget deliberations.

844

845 Chairman Mark commented that there are businesses going out of business and people that are  
846 unemployed, and stressed the importance of protecting the citizens of Craven County by setting  
847 the example of a lean budget so that next year there can be a greater budget.

848 In setting the example, Commissioners and staff should not travel to conferences; one of which  
849 has been cancelled already. Mr. Veit highlighted that this group of Commissioners in the past  
850 has presented budgets to the citizens with lower taxes, good property values and will be able to  
851 do that again.

852  
853 He thanked Commissioners for work they have done during the COVID 19 experience; stating  
854 that it has not been easy for anyone. He thanked citizens for being compliant and commented  
855 that the State is also going to have a lean year.

856  
857 At 10:14 a.m. Chairman Mark requested a five minute recess.

### 858 COMMISSIONERS' REPORTS

859  
860  
861 *Commissioner McCabe* had nothing to report.

862  
863 *Commissioner Sampson* commented on two school teachers that recently made headlines in the  
864 *Sun Journal*. Gayle Hardy was named Teacher of the Year for Craven County Schools and West  
865 Craven Principal, Tabari Wallace, for recognizing his 2020 graduates. He stated that he was  
866 very proud of these two outstanding individuals.

867  
868 *Commissioner Bucher* expressed his disappointment with not receiving a response from the  
869 Governor's office in regards to the joint letter sent to him two weeks ago. He commended the  
870 County Manager and staff for their perseverance with adjusting the traffic light at Thurman  
871 Road. There is now a turning arrow; providing more safety for citizens. He also commented  
872 that he talked to DOT about the roundabout in western Craven County.

873  
874 *Commissioner Mitchell* commended Craven and Pamlico Animal Shelter; stating the euthanasia  
875 rate has been lowered to 21% which is below the state's average of 28%; great progress is being  
876 made.

877  
878 She commended citizens of Craven County for being so responsible with the Stay at Home order  
879 and being diligent about wearing masks and personal hygiene. She cautioned citizens that if they  
880 see large gatherings to contact the authorities and allow them to address the issue.

881 She stressed to be kind and compassionate to others that may not wear a mask, there may be  
882 other reasons why they may not; assume other people are doing the best that they can.

883  
884 *Commissioner Liner* commented on the passing of two important people in the community.  
885 Arland Bell, served the School Board and Havelock in many different ways. He was an  
886 opponent, but a fine gentleman and Pine Knoll Shores Mayor, Ken Jones, who has always been  
887 very supportive and helpful.

888  
889 Mr. Liner thanked the Sheriff's Office for being out at Carolina Pines on Friday, May 15<sup>th</sup> to  
890 recognize the 2020 graduates. Seniors are missing out on a lot of milestones, and this  
891 recognition was very well received.

892

893 He highlighted that on Monday, May 25<sup>th</sup> at noon, the Military Council, along with himself, will  
894 be laying a wreath at the Courthouse at one of the monuments because they are not allowed to be  
895 in the cemetery at this time. The VA is laying a wreath at the cemetery, but the public is not  
896 invited. The cemetery will be open and people are allowed to go inside to place a flag, but the  
897 VA will not be placing flags at each gravesite. The cemetery will be open Memorial Day  
898 weekend for family and friends.

899  
900 *Commissioner Jones* had nothing to report.

901  
902 *Commissioner Mark* at 10:35 a.m. requested that the Board recess.

903  
904 **CLOSED SESSION**

905  
906 At 10:44 a.m. Commissioner Mitchell motioned to go into closed session pursuant to NCGS 143-  
907 318.11 (a)(3) attorney/client privilege and NCGS 143-318.11 (a)(6) to discuss a personnel  
908 matter, seconded by Commissioner McCabe and approved unanimously.

909  
910 At 11:03 a.m. Commissioner Mitchell motioned to return to open session, seconded by  
911 Commissioner McCabe and approved unanimously. No action was taken.

912  
913 At 11:04 a.m. Commissioner Mitchell motioned to recess until Wednesday, May 20<sup>th</sup> at 8:30  
914 a.m., seconded by Commissioner Liner and approved unanimously.

915



1 THE BOARD OF COMMISSIONERS OF CRAVEN COUNTY RECONVENED ITS  
 2 RECESSED SESSION OF MAY 18, 2020 ON MAY 20, 2020 AT 8:30 AM IN THE  
 3 COMMISSIONERS' ROOM OF THE CRAVEN COUNTY ADMINISTRATION  
 4 BUILDING, 406 CRAVEN STREET, NEW BERN, NORTH CAROLINA. THE  
 5 PURPOSE OF THE MEETING WAS TO CONDUCT A BUDGET WORK SESSION.  
 6

7 **MEMBERS PRESENT:**

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

15

16 **STAFF PRESENT:**

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

20

21 **REMOTE STAFF:**

- 22 Gene Hodges, Assistant County Manager
- 23 Amber, Parker, Human Resources Director

24

25 County Manager, Jack Veit, provided a procedural overview, stating this is an Open Meeting  
 26 which is being filmed and recorded, and airing in another room so that the public can attend  
 27 while we abide by the COVID 19 social distancing restrictions. He reviewed the proposed  
 28 schedule and encouraged open dialogue throughout the meeting. Mr. Veit explained the  
 29 structure of the Budget and Supplemental materials that were provided.  
 30

31 Finance Director, Craig Warren, explained the latest monthly financial report through April 30,  
 32 2020. He stated this is just a snapshot of that point in time and it represents 83.3% of the fiscal  
 33 year. Mr. Warren indicated the County is \$3.6 million to the good right now, and was having a  
 34 better year up until COVID 19. Since then, big decreases in sales tax and occupancy taxes have  
 35 been recognized.  
 36

37 In review of the Water Fund, Mr. Warren reported it is healthy and growing; and our rates are  
 38 low and competitive. There was discussion regarding the possible need for policy changes or  
 39 restructuring methods so bills could be paid off incrementally as a result of the COVID 19  
 40 regulations.  
 41

42 Mr. Warren continued his review with the General Fund Balance, highlighting the ending fund  
 43 balance as of April 30, 2020 was \$41,929,986. He addressed several questions regarding FEMA  
 44 payments and applications.  
 45

46 Moving to Tab #2 in the Budget, Mr. Warren provided a review of the General Fund Balance  
 47 Analysis and remarked that \$1,454,559 has been appropriated to date. As of June 30, 2019  
 48 Craven County was at 27.90% in comparison to the Group average of 28.06% and the State  
 49 average of 30.43%. There was discussion regarding expenditures, and insurance and FEMA  
 50 payments related to Hurricane Florence.

51  
 52 Mr. Veit referred the Board to the Net County Cost chart comparing the FY21 budget to the  
 53 FY20 budget. In review he informed them items in red were coming in less than last year, and  
 54 items in black are where they are coming in more than last year; they should use this chart as a  
 55 quick reference guide as they work through the budget. He reminded them that when the  
 56 department heads submitted their budget requests, things were running smoothly and then  
 57 COVID 19 entered the picture. He indicated the original budget requests were \$10,378,043 to  
 58 the bad and that \$3 million has been pulled out of it, and \$2.4 million is coming from the Capital  
 59 Reserve Fund. He stated this was a tough budget, as the County's revenues and outlook changed  
 60 significantly in March.

61  
 62 Moving to Tab #5, Mr. Warren referenced that one cent equates to \$983,268 on the valuation and  
 63 that \$2.9 million equates to about a 5% increase in property tax. He stated that motor vehicle  
 64 revenues exceeded \$1 billion, which is up \$150 million from previous years.

65  
 66 As the various sales tax revenues were reviewed, Mr. Veit and Mr. Warren emphasized that these  
 67 are the biggest unknown going forward into the FY21 budget. He explained the stance they took  
 68 was a staggered recovery approach, using the past 12 months and reducing it by 20% for the last  
 69 quarter of this year, then reducing the first quarter by 20%, the second and third quarters reduced  
 70 by 10%, and the fourth quarter reduced by 5%. He indicated an \$800,000 decrease from  
 71 previous years in sales tax is recognized based on these percentages. After much discussion  
 72 regarding the unemployment rate, consumer confidence, ABC sales and Medicaid Hold  
 73 Harmless payments, it was reported that a Fund Balance Appropriation of \$1,065,553 is used to  
 74 balance this budget.

75

## 76 FIRE DEPARTMENTS

77

78 The Board of Commissioners reached general consensus, as follows, concerning the Fire  
 79 Departments tax rates:

80

81 ❖ Rhems District/West New Bern #2 – maintain the tax rate of .0400

82 ❖ Vanceboro Township #1 – maintain tax rate of .02690

83 ❖ TRI Community – maintain tax rate of .05550

84 ❖ Little Swift Creek – maintain tax rate of .06500

85 ❖ Township #3 – maintain tax rate of .09000

86 *It has been recommended they split the rescue squad and fire department so they can*  
 87 *qualify for grants.*

88 ❖ Township #5 – maintain tax rate of .06530

89 ❖ Township #6 – maintain tax rate of .05000

90 ❖ Township #7 – maintain tax rate of .02500

- 91 ❖ West of New Bern – *increase tax rate to .05000 or see if they want to use part of their*
- 92 *fund balance... ..this will be revisited*
- 93 ❖ Township #9 – maintain tax rate of .07460
- 94 ❖ Sandy Point – maintain tax rate of .06720

95

96 A break from taken from 10:05 until 10:15 a.m.

97

98 **COMMISSIONERS EXPENDITURES**

99

100 Mr. Veit began the review of the expenditure side of the County’s budget, starting with the

101 Commissioners’ account. He remarked specifically on the Legal Services, indicating that due to

102 mandates on 160D Ordinances having to be rewritten, the County would like to undertake a

103 complete review of all of its ordinances. Currently, this is not in the budget, but it is a project

104 that will be coming back to the Board.

105

106 In discussing the Membership Dues, Commissioner Liner requested a review of the ECC

107 components of aging and the RPO and MPO, to see if they could pull out of the membership and

108 just pay those fees. In regards to Hwy. 17 Membership Dues, Chairman Mark provided a

109 historical review of that organization and benefits not obtained for Craven County residents.

110 Discussion focused on the FY19-20 Budget appropriation to this organization and previous

111 actions of the Board. Commissioner Liner motioned to appropriate \$12,500 in addition to what

112 was originally appropriated in the FY19-20 Budget. His motion was seconded by Commissioner

113 McCabe and carried 7-0 in a roll call vote.

114

115 ***Finance***

116	117	118	119	120	121	122	123
	<b>REVENUES</b>	<b>AMOUNT</b>		<b>EXPENDITURES</b>		<b>AMOUNT</b>	
119	1010000-39901	\$12,500		1014110-41516		\$12,500	
120	Current Year Fund Balance			Membership Fees			
122	<b>TOTAL</b>	<b>\$12,500</b>		<b>TOTAL</b>		<b>\$12,500</b>	

124 **Justification:** During the May 20, 2020 budget work session, the Board agreed they would like

125 to complete the funding request totaling \$25,000 for the Highway 17/64 corridor project out of

126 current fiscal year budget. The first payment of \$12,500 has already been completed.

127

128 Chairman Mark expressed his dissatisfaction of paying for one commissioners’ Chamber of

129 Commerce membership fees, given they are provided with an expense account. He said it was

130 unfair to the citizens of the county to be paying those fees.

131

132 Mr. Veit highlighted that due to the cancellation the NACO Conference in Orlando, FL and the

133 NC ACC Conference in Cabarrus County, both related to COVID 19, the travel/training budget

134 will be reduced by \$12,765. The Board engaged in an impassioned debate over what

135 conferences were available to attend and who could attend future conferences.

136 Initially Commissioner Mitchell made the motion that participation for the 2021 DC NACO  
137 Conference be limited to the Chair, the Vice-Chair and the County Manager; seconded by  
138 Commissioner Bucher. Commissioners Sampson and McCabe were fervidly opposed to having  
139 others impose restrictions on something they considered an individual choice by each  
140 Commissioner. Commissioner Liner stated that each commissioner has to answer to their own  
141 constituents about how they spend their tax dollars. Commissioners Mitchell and Bucher  
142 withdrew their motions. Commissioner Mitchell motioned to delay any decisions about who  
143 would attend the DC NACO Conference until a winter work session; her motion was seconded  
144 by Commissioner Jones and carried unanimously.  
145

146 Mr. Veit referenced a new line item for Community Outreach in the amount of \$2,750. He stated  
147 this is to cover costs associated with conducting another Citizens Academy, and remarked that he  
148 is not as comfortable with this given the current circumstances. After discussing different  
149 viewpoints, a majority of the Commissioners were in favor of keeping the line item active.  
150

### 151 SPECIAL APPROPRIATIONS

152

153 Mr. Veit reviewed the application process and documents required for submission for a Special  
154 Appropriation to be considered. He reviewed that the appropriation of \$161,672 to the Forest  
155 Resources is the County's cost share of their budget; and the \$83,622 to the City of Havelock is a  
156 continuation upon a previous agreed upon amount.  
157

158 Structured Day Reporting requested \$7,500 in their application. There was discussion regarding  
159 their request for additional funds over and beyond the funding already given to them through  
160 JCPC. Commissioner Sampson agreed to contact Barbara Lee and report back to the Board.  
161

162 Promise Place requested \$25,000 and it was agreed this program provides a needed service to the  
163 County. Commissioner Jones motioned to approve the \$25,000; seconded by Commissioner  
164 McCabe and approved unanimously.  
165

166 In an effort to move things along, Commissioner Liner motioned to approve the same amount to  
167 any organization that had requested funds in the previous fiscal year. Due to lack of a second, he  
168 withdrew his motion.  
169

170 Coastal Women's Shelter requested \$25,000. Commission Liner motioned to approve the  
171 \$25,000; seconded by Commissioner Sampson and approved unanimously.  
172

173 It was determined that more research was needed to make a decision regarding appropriations for  
174 Senior Companion.  
175

176 Commissioner Mitchell motioned to approve \$5,000 for Disaster Recovery Alliance. Her motion  
177 was seconded by Commissioner Liner and approved unanimously.  
178  
179  
180

181 The Town of Dover made a request of \$10,000 to support improvements for recreation.  
182 Commissioner Jones stated he was always an advocate and thankful for what the County has  
183 done for them, but with the current budget restraints, he indicated this was not the year to fund  
184 this. No funding appropriations were made to the Town of Dover.

185  
186 Merci Clinic requested \$35,000 in their application. After discussing, Commissioner Mark  
187 recommended approval for \$10,000; his motion was seconded by Commissioner Jones and  
188 carried unanimously. There was discussion about them being eligible for COVID 19 funding.

189  
190 Mr. Veit reviewed that Beaver Management is a part of the USDA that enables people to opt into  
191 this program and get a reduced rate. In the past they were allocated \$4,000, but requested \$6,000  
192 this year. Commissioners discussed the difference between this program and funding Beaver Be  
193 Gone, determining the difference is that citizens have the ability to schedule the service for a  
194 specific location on their property with Beaver Management. Commissioner Mitchell motioned  
195 to approve the \$6,000. Commissioner Jones seconded and it was carried unanimously.

196  
197 Commissioner Mark motioned to fund RCS at \$26,000, as requested; his motion was seconded  
198 by Commissioner Liner and approved unanimously.

199  
200 The American Red Cross applied for \$12,000 in funding. Commissioner Liner motioned to fund  
201 them at \$6,000. His motion was seconded by Commissioner Mitchell and approved 6-1  
202 (McCabe – Nay).

203  
204 The First TEE is a new applicant and requesting \$2,000 for their program. After discussion, no  
205 funding was appropriated to The First Tee.

206  
207 Realize U-252 is a new applicant requesting \$25,000 for scholarships to reduce expenses for  
208 abuse recovery. Mr. Veit provided an overview of what their organization does and read their  
209 mission statement. Commissioner Bucher spoke in favor of the organization. The  
210 Commissioners talked about the Dix Crisis Center, medical responsibility, and the need to be  
211 budget conscience. Commissioner Bucher motioned to approve funding of \$25,000 to Realize  
212 U-252. His motion was seconded by Commissioner McCabe. The motion was defeated by 4  
213 Nays (Mark, Jones, Mitchell, Liner) to 3 Ayes (Bucher, Sampson, McCabe).

214  
215 The New Bern Preservation Foundation is another new applicant seeking \$25,000 for the  
216 renovation of the Masonic King Solomon building. Commissioner Sampson motioned to fund  
217 the \$25,000 and Commissioner McCabe seconded. Discussion about doing historic preservation  
218 during a lean year ensued. The motion was defeated by 5 Nays (Bucher, Jones, Liner, Mark,  
219 Mitchell) to 2 Ayes (McCabe, Sampson).

220  
221 The Boys and Girls Club requested \$25,000 in their application. Commissioner Mark motioned  
222 to fund them at \$5,000. His motion was seconded by Commissioner Liner and carried 5 (ayes:  
223 Bucher, Jones, Liner, Mark, Mitchell) -2 (Nays: McCabe, Sampson). Commissioner McCabe  
224 motioned to give the Boys and Girls Club another \$5,000 for a total of \$10,000. Commissioner  
225 Mitchell seconded his motion and it carried 5 (Ayes: McCabe, Sampson, Bucher, Liner,  
226 Mitchell) -2 (Nays: Jones, Mark).

227  
228  
229  
230  
231  
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Lunch Break was taken from 12:30 – 12:55 p.m.

### **ADMINISTRATION EXPENDITURES**

Mr. Veit then reviewed the Administration’s Budget highlighting the reduction of the Travel/Training line item by \$1,585 due to cancellations.

He called on Clerk to the Board, Nan Holton, to address the Contracts line item. Ms. Holton reviewed that Granicus is the platform from which the Boards and Commissions appointments are maintained. She indicated that it was in place prior to her employment and that the contract increases between 5-10% annually, with no added benefit. Based upon that, Ms. Holton reported she reviewed other products during the year and identified Clerk Base OnBoard as another viable option for a contract price of \$3,999.00, with no mandatory annual increases. This would reduce the Contract line item by \$9,000 this year alone. Commissioner Liner motioned to authorize the Chairman to sign a contract with OnBoard in the amount of \$3,999.00 for a new Boards and Commissions platform to be effective July 1, 2020. His motion was seconded by Commissioner Mitchell and carried unanimously.

### **HUMAN RESOURCES**

Human Resources is adding one position known as a Payroll Specialist for an increase of \$43,493.00.

### **INFORMATION TECHNOLOGY**

Information Technology is adding a Database Analyst for an increase of \$63,538.00.

### **GIS MAPPING**

### **FINANCE**

### **ELECTIONS**

### **TAX ASSESSOR**

### **TAX APPRAISAL**

### **TAX COLLECTIONS**

### **REGISTER OF DEEDS**

A break was taken from 2:00-2:15 p.m.

272 **PUBLIC BUILDINGS (Facilities, Housekeeping/Grounds, Maintenance, Convention**  
273 **Center)**

274  
275 Assistant County Manager, Gene Hodges, joined the Commissioners and provided details on the  
276 recommended Capital Improvement Projects outlined for Maintenance in FY21.

277  
278 **COURT FACILITIES (Court Counselors/old St. Luke's Hospital, Havelock Court**  
279 **Facilities**

280  
281 Mr. Hodges reminded the Board that the County is losing the Havelock Court Facilities due to  
282 road construction in that area. He indicated that a County-owned piece of property has been  
283 identified where this could be relocated, with added parking spaces, the ability to put an elections  
284 room and have flex space for Veteran's Affairs. Mr. Hodges stated that \$60,000 is needed to  
285 conduct surveys. Commissioner Liner motioned to approve adding \$60,000 to the FY21 budget  
286 for surveys; his motion was seconded by Commissioner Sampson and carried unanimously.

287  
288 **MAINTENANCE**

289  
290 Mr. Hodges presented two reclassifications for Maintenance: reclassifying Zach Chenowith as  
291 Assistant Director; and a woman who currently works part-time at the Garage to a combined  
292 position with Maintenance doing administrative work.

293  
294 **COUNTY GARAGE**

295  
296 Mr. Hodges reviewed the County Garage budget, seeking authorization that \$82,000 from  
297 FEMA for vehicles flooded during Hurricane Florence could be used to purchase four (4) 2020  
298 Ford Fusions. Commissioner Liner motioned to approve authorization of expending \$82,000 to  
299 purchase four (4) Ford Fusions. His motion was seconded by Commissioner Mitchell and  
300 carried unanimously. Mr. Hodges indicated he would submit a Budget Amendment to them  
301 before the end of the year to address this topic.

302  
303 **NON-DEPARTMENTAL ACCOUNT**

304  
305 Mr. Warren presented information regarding this account, remarking this is where he will  
306 capture the CARE Acts Funding for COVID 19. He, along with Mr. Veit, highlighted that if you  
307 don't spend the CARES Act funding properly, it would have to be paid back, so they emphasized  
308 being cautious with its utilization.

309  
310 **SHERIFF**

311  
312 Mr. Veit reported he had had many conversations with the Sheriff concerning his budget. He  
313 highlighted the Miscellaneous Donations line item, mentioning funds donated to be used  
314 explicitly for a 5<sup>th</sup> dog. Discussion focused on who would own the dog, the need for another  
315 handler, and needed policy changes.

316

317 He reviewed new positions that were approved within the department. Four new road deputies  
318 and vehicles had been requested, but current plans are to put them off for one more year.  
319 Commissioner Liner and Commissioner Mitchell remarked they would like to revisit this topic.  
320

321 Mr. Veit reviewed the School Resource Officers current locations and indicated he would find  
322 out where the four new positions would be placed. The FY21 Budget reflects 11 SRO's at a cost  
323 of \$950,452.00.  
324

325 At 5:00 p.m., Commissioner Liner motioned to recess until 8:30 a.m. on Friday, May 22<sup>nd</sup>; his  
326 motion was seconded by Commissioner Jones and approved unanimously.  
327

## Craven County

RELEASES SUBJECT TO BOARD APPROVAL ON 6/1/2020

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
BLAIR, SCOTT MICHAEL CORRECTED DISCOVERED PROPERTY VALUE	113250	2019	209269	53.62
BROWN, ROSA CARTER DWELLING VACANT	98774	2019	207009	63.00
BROWN, ROSA CARTER DWELLING VACANT	98774	2018	7370	41.04
BROWN, ROSA CARTER DWELLING VACANT	98774	2017	7410	44.28
BROWN, ROSA CARTER DWELLING VACANT	98774	2016	7331	47.52
CONNOR, JAMES CARTER DID NOT OWN JANUARY 1	1631	2019	211451	11.22
FISHER, MATT CORRECTED DISCOVERED PROPERTY VALUE	125970	2019	400069	1,052.89
FISHER, MATT CORRECTED DISCOVERED PROPERTY VALUE	125970	2019	400068	918.49
FISHER, MATT CORRECTED DISCOVERED PROPERTY VALUE	125970	2019	212681	802.70
GAYLE, RODNEY & ANTOINETTE B DOUBLE BILLED	93060	2019	350045	447.09
GAYLE, RODNEY & ANTOINETTE B DOUBLE BILLED	93060	2019	350046	449.30
GAYLE, RODNEY & ANTOINETTE B DOUBLE BILLED	93060	2019	350047	479.50
GAYLE, RODNEY & ANTOINETTE B DOUBLE BILLED	93060	2019	350048	513.22
GAYLE, RODNEY & ANTOINETTE B DOUBLE BILLED	93060	2019	350049	481.04
GAYLE, RODNEY & ANTOINETTE B DOUBLE BILLED	93060	2019	350050	510.37
HENDGES, KEVIN E & MELISSA H DID NOT OWN JANUARY 1	116899	2020	403220	756.74
HENDGES, KEVIN E & MELISSA H DID NOT OWN JANUARY 1	116899	2020	403219	674.76
HICKS, JESSICA ELIZABETH DID NOT OWN JANUARY 1	93146	2019	211539	6.91
HOWES, ASHLEY S NOT TAXABLE TO CRAVEN COUNTY	109038	2019	211507	3,099.57
RICHARDS, CLARENCE HRS DID NOT OWN JANUARY 1	6061500	2010	43345	738.08
RICHARDS, CLARENCE HRS DID NOT OWN JANUARY 1	6061500	2011	48198	702.76
RICHARDS, CLARENCE HRS DID NOT OWN JANUARY 1	6061500	2012	48126	665.32
RICHARDS, CLARENCE HRS DID NOT OWN JANUARY 1	6061500	2013	46180	619.99
RICHARDS, CLARENCE HRS DID NOT OWN JANUARY 1	6061500	2014	47246	584.95
RICHARDS, CLARENCE HRS DID NOT OWN JANUARY 1	6061500	2015	48412	549.91
RICHARDS, CLARENCE HRS DID NOT OWN JANUARY 1	6061500	2016	48744	527.84

# Craven County

## RELEASES SUBJECT TO BOARD APPROVAL ON 6/1/2020

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
RICHARDS, CLARENCE HRS DID NOT OWN JANUARY 1	6061500	2017	48936	491.84
RICHARDS, CLARENCE HRS DID NOT OWN JANUARY 1	6061500	2018	48929	455.84
28 RELEASES SUBJECT TO BOARD APPROVAL ON 6/1/2020				<b>15,789.79</b>

**CRAVEN COUNTY  
BOARD OF COMMISSIONERS**

**RESOLUTION STATING THAT PROPOSED AMENDMENTS TO THE FLOOD  
DAMAGE PREVENTION ORDINANCE  
ARE IN ACCORDANCE WITH ALL OFFICIALLY ADOPTED PLANS, INCLUDING  
THE COMPREHENSIVE LAND USE PLAN; ARE REASONABLE; AND ARE IN THE  
PUBLIC INTEREST.**

WHEREAS, the North Carolina General Assembly has given Craven County (“County”) the authority to adopt and amend development regulation ordinances for the purpose of promoting health, safety, morals, or the general welfare of its citizens; and,

WHEREAS, N.C.G.S. § 153A-341(b) provides that prior to adopting or rejecting any land use or development ordinance amendment, the Board of Commissioners for Craven County (“Board”) shall adopt a statement regarding the proposed amendment’s consistency with the County’s adopted comprehensive land use plans; and,

WHEREAS, the Board has in fact met to consider and evaluate the proposed ordinance amendments, which are more particularly described above; and,

WHEREAS, the Board considers the proposed Flood Damage Prevention Ordinance amendments to be consistent with the County’s officially adopted plans, including any comprehensive land use plan, because it is the policy of the County to support the objectives of the National Flood Insurance Program with regard to land use; and,

WHEREAS, the Board determines that the Flood Damage Prevention Ordinance amendment are reasonable and in the public interest because the amendments strengthen protections of the County’s residents and structures from flood damage and enable the County to maintain membership in the National Flood Insurance Program, which is consistent with the County’s interests.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Board finds that the proposed amendments to the Flood Damage Prevention Ordinance are in accordance with all officially adopted County plans, including any comprehensive land use plan, and that the proposed amendments are reasonable and in the public interest.

This Resolution is effective upon its adoption this 1<sup>st</sup> day of June, 2020.

**CRAVEN COUNTY  
BOARD OF COMMISSIONERS**

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THOMAS MARK, Chairman

(County Seal)

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NAN HOLTON,  
Clerk to the Board

# FLOOD DAMAGE PREVENTION ORDINANCE

## Coastal Regular Phase

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

#### Sec. 18-1 STATUTORY AUTHORIZATION.

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

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

#### Sec. 18-2 FINDINGS OF FACT.

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

#### Sec. 18-3 STATEMENT OF PURPOSE.

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

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

#### Sec. 18-4 OBJECTIVES.

The objectives of this ordinance are:

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

**ARTICLE 2. DEFINITIONS.**

**Sec. 18-5 Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

“Building” see “Structure”.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Flood Prone Area” see “Floodplain”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Historic Structure” means any structure that is:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 3. GENERAL PROVISIONS.**

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

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

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

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

**Sec. 18-8      ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.**

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

**Sec. 18-9      COMPLIANCE.**

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

**Sec. 18-10     ABROGATION AND GREATER RESTRICTIONS.**

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

**Sec. 18-11     INTERPRETATION.**

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

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

**Sec. 18-12     WARNING AND DISCLAIMER OF LIABILITY.**

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

**Sec. 18-13     PENALTIES FOR VIOLATION.**

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

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

**ARTICLE 4.    ADMINISTRATION.**

**Sec. 18-25     DESIGNATION OF FLOODPLAIN ADMINISTRATOR.**

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

- (1) **Plans and Application Requirements.** Application for a Floodplain Development Permit shall be made to the floodplain administrator on forms furnished by him or her prior to any development activities proposed to be located within flood prone areas. The following items/information shall be presented to the floodplain administrator to apply for a floodplain development permit.
- (a) A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:
    - i) The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, the location of utility systems, proposed grading/pavement areas, fill materials, storage areas, drainage facilities, and other proposed development;
    - ii) The boundary of the Special Flood Hazard Area as delineated on the FIRM or other flood map as determined in Article 3, Section 18-7 or a statement that the entire lot is within the Special Flood Hazard Area;
    - iii) Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in Article 3, Section 18-7;
    - iv) The boundary of the floodway(s) or non-encroachment area(s) as determined in Article 3, Section 18-7;
    - v) The Base Flood Elevation (BFE) where provided as set forth in Article 3, Section 18-7; Article 4, Section 18-27(11 & 12); or Article 5, Sections 18-40, 18-41(5) and 18-42;
    - vi) The old and new location of any watercourse that will be altered or relocated as a result of proposed development;
    - vii) The boundary and designation date of the Coastal Barrier Resource System (CBRS) area or Otherwise Protected Areas (OPA), if applicable.
  - (b) Proposed elevation, and method thereof, of all development within a Special Flood Hazard Area including but not limited to:
    - i) Elevation in relation to NAVD 1988 of the proposed reference level (including basement) of all structures;
    - ii) Elevation in relation to NAVD 1988 to which any non-residential structure in Zones A, AE, AH, AO, A99 will be flood-proofed; and
    - iii) Elevation in relation to NAVD 1988 to which any proposed utility systems will be elevated or floodproofed;
  - (c) If floodproofing, a Floodproofing Certificate (FEMA Form 086-0-34) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures.
  - (d) A Foundation Plan drawn to scale which shall include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include but are not limited to:
    - i) Proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/shear walls); and
    - ii) Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with Article 5, Section 18-41(4)(c) when solid foundation perimeter walls are used in Zones A, AE, AH, AO, A99.
    - iii) The following, in Coastal High Hazard Areas, in accordance with the provisions of Article 5, Section 18-41(4)(e) and Article 5, Section 18-45 and (Article 5, Section 18-46 if applicable)

- (1) Plans for open wood latticework or insect screening, if applicable; and
  - (2) Plans for non-structural fill, if applicable. If non-structural fill is proposed, it must be demonstrated through coastal engineering analysis that the proposed fill would not result in any increase in the BFE or otherwise cause adverse impacts by wave ramping and deflection on to the subject structure or adjacent properties.
- (e) Usage details of any enclosed areas below the lowest floor.
  - (f) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage;
  - (g) Certification that all other Local, State and Federal permits required prior to floodplain development permit issuance (i.e. Wetlands, Erosion and Sedimentation Control, Riparian Buffers, Mining, etc.).
  - (h) Documentation for placement of Recreational Vehicles and/or Temporary Structures, when applicable, to ensure that the provisions of Article 5, Section 18-41 Subsections (6)(7) of this code are met.
  - (i) If a watercourse is proposed to be altered and/or relocated, a description of the extent of watercourse alteration or relocation; including an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.
- (2) **Floodplain Development Permit Data Requirements.** The following information shall be provided at a minimum on the Floodplain Development Permit to ensure compliance with this code.
- (a) A complete description of the development to be permitted under the floodplain development permit issuance (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.).
  - (b) The Special Flood Hazard Area determination for the proposed development per available data specified in Article 3, Section 18-7.
  - (c) The regulatory flood protection elevation required for the reference level and all attendant utilities.
  - (d) The regulatory flood protection elevation required for the protection of all public utilities.
  - (e) All certification submittal requirements with timelines.
  - (f) A statement that no fill material shall encroach into the floodway or non-encroachment area of any watercourse, unless the requirements of Article 5, Section 18-44 have been met.
  - (g) The flood openings requirements, if in Zones A, AE, AH, AO, A99.
  - (h) Limitations of below BFE enclosure uses . (i.e., parking, building access and limited storage only).
  - (i) A statement, if in Zone VE, that there shall be no alteration of sand dunes which would increase potential flood damage.
  - (j) A statement, if in Zone VE, that there shall be no fill used for structural support.
  - (k) A statement, that all materials below BFE/RFPE must be flood resistant materials

(3) **Certification Requirements.**

(a) Elevation Certificates

- (i) A preliminary Elevation Certificate (*FEMA Form 086-0-33*) is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to NAVD 1988. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit.
- (ii) A Final As-Built Elevation Certificate (*FEMA Form 086-0-33*) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make said corrections required shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A of the Elevation Certificate. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

(b) Floodproofing Certificate

- (i) A final Finished Construction Floodproofing Certificate (*FEMA Form 086-0-34*), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.
- (c) If a manufactured home is placed within an A, AE, AO, AH, or A99 zone and the elevation of the chassis is above 36 inches in height, an engineered foundation certification is required per Article 5, Section 18-41(3).
- (d) If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by the permit applicant prior to issuance of a floodplain development permit.
- (e) Certification Exemptions. The following structures, if located within A, AE, AH, AO, A99 Zones are exempt from the elevation/floodproofing certification requirements specified in items (a) and (b) above:

- i) Recreational Vehicles meeting requirements of Article 5, Section 18-41(6)(a);
  - ii) Temporary Structures meeting requirements of Article 5, Section 18-41(7); and
  - iii) Accessory Structures less than 150 square feet or \$5,000 or less and meeting requirements of Article 5, Section 18-41(8).
- (f) A V-Zone Certification with accompanying design plans and specifications is required prior to issuance of a Floodplain Development permit within coastal high hazard areas. It shall be the duty of the permit applicant to submit to the Floodplain Administrator said certification to ensure the design standards of this ordinance are met. A registered professional engineer or architect shall develop or review the structural design, plans, and specifications for construction and certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of this ordinance. This certification is not a substitute for an Elevation Certificate.

(4) **Determinations for existing buildings and structures**

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

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

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

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

- (1) Review all floodplain development applications and issue permits for all proposed development within flood prone areas to assure that the requirements of this ordinance have been satisfied.
- (2) Review all proposed development within the Special Flood Hazard Areas to assure that all necessary Local, Federal or State permits have been received, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C 1334.
- (3) Notify adjacent communities and the North Carolina Department of Crime Control and Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.

- (5) Prevent encroachments within floodways and non-encroachment areas.
- (6) Obtain actual elevation (in relation to NAVD 1988) of the reference level (including basement) of all attendant utilities of all new or substantially improved structures, in accordance with Article 4, Section 18-26(3).
- (7) Obtain the actual elevation (in relation to NAVD 1988) to which the new or substantially improved structures and all utilities have been floodproofed, in accordance with Article 4, Section 18-26(3).
- (8) Obtain actual elevation (in relation to NAVD 1988) of all public utilities, in accordance with Article 4, Section 18-26(3).
- (9) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with Article 4, Section 18-26(3) and Article 5, Section 18-41(2).
- (10) Where interpretation is needed as to the exact location of boundaries of the Special Flood Hazard Areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
- (11) When Base Flood Elevation (BFE) data has not been provided in accordance with Article 3, Section 18-7, obtain, review, and reasonably utilize any Base Flood Elevation (BFE) data, along with floodway data and/or non-encroachment area data available from a Federal, State, or other source, including data developed pursuant to Article 5, Section 18-42(3), in order to administer the provisions of this ordinance.
- (12) When Base Flood Elevation (BFE) data is provided but no floodway nor non-encroachment area data has been provided in accordance with Article 3, Section 18-7, obtain, review, and reasonably utilize any floodway data, and/or non-encroachment area data available from a Federal, State, or other source in order to administer the provisions of this ordinance.
- (13) When the exact location of boundaries of the Special Flood Hazard Areas conflict with the current, natural topography information at the site, the property owner may apply and be approved for a Letter of Map Amendment (LOMA) by FEMA. A copy of the Letter of Map Amendment issued from FEMA will be maintained by the floodplain administrator in the floodplain development permit file.
- (14) Permanently maintain all records that pertain to the administration of this ordinance and make these records available for public inspection.
- (15) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the floodplain administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the floodplain administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.
- (16) Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the floodplain administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.
- (17) Revocation of floodplain development permits as required. The floodplain administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.

- (18) Make periodic inspections throughout all special flood hazard areas within the jurisdiction of the community. The floodplain administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.
- (19) Follow through with corrective procedures of Article 4, Section 18-28.
- (20) Review, provide input, and make recommendations for variance requests.
- (21) Maintain a current map repository to include, but not limited to, historical and effective FIS Report, historical and effective FIRM and other official flood maps and studies adopted in accordance with the provisions of Article 3, Section 18-7 of this ordinance, including any revisions thereto including Letters of Map Change, issued by FEMA. Notify State and FEMA of mapping needs.
- (22) Coordinate revisions to FIS reports and FIRMs, including Letters of Map Revision Based on Fill (LOMR-Fs) and Letters of Map Revision (LOMRs).

**Sec. 18-28      CORRECTIVE PROCEDURES.**

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

**Sec. 18-29      VARIANCE PROCEDURES.**

- (1) The Board of Adjustments as established by Craven County, hereinafter referred to as the “appeal board”, shall hear and decide requests for variances from the requirements of this ordinance.
- (2) Any person aggrieved by the decision of the appeal board may appeal such decision to the Court, as provided in Chapter 7A of the North Carolina General Statutes.
- (3) Variances may be issued for:
  - (a) The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
  - (b) Functionally dependent facilities if determined to meet the definition as stated in Article 2 of this ordinance, provided provisions of Article 4, Section 18-29(9)(b), (c), and (e) have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or
  - (c) Any other type of development provided it meets the requirements of this Section.
- (4) In passing upon variances, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:
  - (a) The danger that materials may be swept onto other lands to the injury of others;
  - (b) The danger to life and property due to flooding or erosion damage;
  - (c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
  - (d) The importance of the services provided by the proposed facility to the community;
  - (e) The necessity to the facility of a waterfront location, where applicable;
  - (f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
  - (g) The compatibility of the proposed use with existing and anticipated development;
  - (h) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
  - (i) The safety of access to the property in times of flood for ordinary and emergency vehicles;
  - (j) The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and,
  - (k) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.
- (5) A written report addressing each of the above factors shall be submitted with the application for a variance.
- (6) Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- (7) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the BFE and the elevation to which the structure is to be built and that such construction below the BFE increases risks to life

and property, and that the issuance of a variance to construct a structure below the BFE may result in increased premium rates for flood insurance up to \$25 per \$100 of insurance coverage. Such notification shall be maintained with a record of all variance actions, including justification for their issuance.

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

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

## **ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION.**

### **Sec. 18-40 GENERAL STANDARDS.**

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

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

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

**Sec. 18-41      SPECIFIC STANDARDS.**

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

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

- (4) Elevated Buildings. Fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor or below the lowest horizontal structural member in VE zones:
- (a) Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas or building access via stairs or elevator.
  - (b) Shall be constructed entirely of flood resistant materials at least to the Regulatory Flood Protection Elevation; and
  - (c) Shall, in Coastal High Hazard Areas (Zone VE), meet requirements of Article 5, Section 18-43.1 shall include, in Zones A, AE, AH, AO, A99 flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:
    - i) Provide a minimum of two openings on different sides of each enclosed area subject to flooding.
    - ii) The total net area of all openings must be at least one (1) square inch for each square foot of each enclosed area subject to flooding.
    - iii) If a building has more than one enclosed area, each area must have openings on exterior walls to allow floodwater to automatically enter and exit;
    - iv) The bottom of all required openings shall be no higher than one (1) foot above the higher of the interior or exterior adjacent grade;
    - v) Flood openings may be equipped with screens, louvers, or other opening coverings or devices provided they permit the automatic flow of floodwaters in both directions; and
    - vi) Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.
  - (d) Shall, in Coastal High Hazard Areas (Zone VE), meet the requirements of Article 5, Section 18-43.1
- (5) Additions/Improvements.
- (a) Additions and/or improvements to pre-FIRM structures whereas the addition and/or improvements in combination with any interior modifications to the existing structure are:
    - i) Not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure.
    - ii) A substantial improvement, with modifications/rehabilitations/improvements to the existing structure or the common wall is structurally modified more than installing a doorway, both the existing structure and the addition and/or improvements must comply with the standards for new construction.
  - (b) Additions to post-FIRM structures with no modifications to the existing structure shall require only the addition to comply with the standards for new construction. Refer to the last sentence of Article 2, Section 18-5 "Regulatory Flood Protection Elevation" for freeboard information.

- (c) Additions and/or improvements to post-FIRM structures whereas the addition and/or improvements in combination with any interior modifications to the existing structure:
  - i) Are not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction consistent with the code and requirements for the original structure.
  - ii) A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.
- (d) Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a One (1) year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, the One (1) year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this ordinance. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The requirement does not, however, include either:
  - (i) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assume safe living conditions.
  - (ii) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(6) Recreational Vehicles. Recreation vehicles shall either:

- (a) Temporary Placement
  - (i) Be on site for fewer than 180 consecutive days or;
  - (ii) Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and has no permanently attached additions);
- (b) Permanent Placement Recreation vehicles that do not meet the limitations of Temporary Placement shall meet all the requirements for new construction.

(7) Temporary Non-Residential Structures. Prior to the issuance of a Floodplain Development Permit for a temporary structure, the applicant must submit to the Floodplain Administrator a plan for the removal of such structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information shall be submitted in writing to the Floodplain Administrator for review and written approval:

- (a) A specified time period for which the temporary use will be permitted. Time specified may not exceed three (3) months, renewable up to one (1) year;
- (b) The name, address, and phone number of the individual responsible for the removal of the temporary structure;
- (c) The time frame prior to the event at which a structure will be removed (i.e. minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);
- (d) A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and
- (e) Designation, accompanied by documentation, of a location outside the Special Flood Hazard Area to which the temporary structure will be moved.

- (8) Accessory Structures. When accessory structures (sheds, detached garages, etc.) are to be placed within a Special Flood Hazard Area, the following criteria shall be met:
- (a) Accessory structures shall not be used for human habitation (including work, sleeping, living, cooking or restroom areas);
  - (b) Accessory structures shall not be temperature-controlled;
  - (c) Accessory structures shall be designed to have low flood damage potential;
  - (d) Accessory structures shall be constructed and placed on the buildings site so as to offer the minimum resistance to the flow of floodwaters;
  - (e) Accessory structures shall be firmly anchored in accordance with the provisions of Article 5, Section 18-40 (1);
  - (f) All service facilities such as electrical and heating equipment shall be installed in accordance with Article 5, Section 18-40(4); and
  - (g) Accessory structures, regardless of the size or cost, shall not be placed below elevated buildings in V and VE Zones;
  - (h) Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below Regulatory Flood Protection Elevation in conformance with Article 5 Section 18-41(4)(d).

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

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

- (ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(10) Other Development.

- (a) Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Article 5, Section 18-43 of this ordinance.
- (b) Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Article 5, Section 18-43 of this ordinance.
- (c) Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Article 5, Section 18-43 of this ordinance.
- (d) Commercial storage facilities are not considered "limited storage" as noted in this ordinance, and shall be protected to the Regulatory Flood Protection Elevation as required for commercial structures.

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

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

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

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

Along rivers and streams where BFE data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

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

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

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

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

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

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

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

structural member of the lowest floor (excluding pilings or columns) is no lower than the regulatory flood protection elevation. Floodproofing shall not be utilized on any structures in Coastal High Hazard Areas to satisfy the regulatory flood protection elevation requirements.

- (3) All new construction and substantial improvements shall have the space below the bottom of the lowest horizontal structural member of the lowest floor either be free of obstruction or constructed with breakaway walls, open wood latticework or insect screening, provided they are not part of the structural support of the building and are designed so as to breakaway, under abnormally high tides or wave action without causing damage to the elevated portion of the building or supporting foundation system or otherwise jeopardizing the structural integrity of the building. The following design specifications shall be met:
  - (a) Material shall consist of open wood or plastic lattice having at least 40 percent of its area open, or
  - (b) Insect screening; or
  - (c) Breakaway walls shall meet the following design specifications:
    - (1) Design safe loading resistance shall be not less than 10 nor more than 20 pounds per square foot; or
    - (2) Breakaway walls that exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by State or local codes) shall be certified by a registered professional engineer or architect that the breakaway wall will collapse from a water load less than that which would occur during the base flood event, and the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). The water loading values used shall be those associated with the base flood. The wind loading values used shall be those required by the North Carolina State Building Code.
- (4) All new construction and substantial improvements shall be securely anchored to pile or column foundations. All pilings and columns and the structure attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the effect of wind and water loads acting simultaneously on all building components.
  - (a) Water loading values used shall be those associated with the base flood.
  - (b) Wind loading values used shall be those required by the current edition of the North Carolina State Building Code.
- (5) For concrete pads, including patios, decks, parking pads, walkways, driveways, pool decks, etc. the following is required:
  - (a) Shall be structurally independent of the primary structural foundation system of the structure and shall not adversely affect structures through redirection of floodwaters or debris; and
  - (b) Shall be constructed to breakaway cleanly during design flood conditions, shall be frangible, and shall not produce debris capable of causing damage to any structure. (The installation of concrete in small segments (approximately 4 feet x 4 feet) that will easily break up during the base flood event, or score concrete in 4 feet x 4 feet maximum segments is acceptable to meet this standard); and
  - (c) Reinforcing, including welded wire fabric, shall not be used in order to minimize the potential for concreted pads being a source of debris; and
  - (d) Pad thickness shall not exceed 4 inches; or
  - (e) Provide a Design Professional's certification stating the design and method of construction to be used meet the applicable criteria of this section.

- (6) For swimming pools and spas, the following is required:
- (a) Be designed to withstand all flood-related loads and load combinations.
  - (b) Be elevated so that the lowest horizontal structural member is elevated above the RFPE; or
  - (c) Be designed and constructed to break away during design flood conditions without producing debris capable of causing damage to any structure; or
  - (d) Be sited to remain in the ground during design flood conditions without obstructing flow that results in damage to any structure.
  - (e) Registered design professionals must certify to local officials that a pool or spa beneath or near a VE Zone building will not be subject to flotation or displacement that will damage building foundations or elevated portions of the building or any nearby buildings during a coastal flood.
  - (f) Pool equipment shall be located above the RFPE whenever practicable. Pool equipment shall not be located beneath an elevated structure.
- (7) All elevators, vertical platform lifts, chair lifts, etc., the following is required:
- (a) Elevator enclosures must be designed to resist hydrodynamic and hydrostatic forces as well as erosion, scour, and waves.
  - (b) Utility equipment in Coastal High Hazard Areas (VE Zones) must not be mounted on, pass through, or be located along breakaway walls.
  - (c) The cab, machine/equipment room, hydraulic pump, hydraulic reservoir, counter weight and roller guides, hoist cable, limit switches, electric hoist motor, electrical junction box, circuit panel, and electrical control panel are all required to be above RFPE. When this equipment cannot be located above the RFPE, it must be constructed using flood damage-resistant components.
  - (d) Elevator shafts/enclosures that extend below the RFPE shall be constructed of reinforced masonry block or reinforced concrete walls and located on the landward side of the building to provide increased protection from flood damage. Drainage must be provided for the elevator pit.
  - (e) Flood damage-resistant materials can also be used inside and outside the elevator cab to reduce flood damage. Use only stainless steel doors and door frames below the BFE. Grouting in of door frames and sills is recommended.
  - (f) If an elevator is designed to provide access to areas below the BFE, it shall be equipped with a float switch system that will activate during a flood and send the elevator cab to a floor above the RFPE.
- (8) Accessory structures, regardless of size or cost, shall not be permitted below elevated structures.
- (9) Fill/Grading
- (a) Minor grading and the placement of minor quantities of nonstructural fill may be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.
  - (b) The fill material must be similar and consistent with the natural soils in the area.
  - (c) The placement of site-compatible, non-structural fill under or around an elevated building is limited to two (2)

feet. Fill greater than two (2) feet must include an analysis prepared by a qualified registered design professional demonstrating no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent elevated buildings and structures.

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

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

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

- (1) All new construction and substantial improvements shall be elevated so that the bottom of the lowest horizontal

structural member of the lowest floor (excluding pilings or columns) is no lower than the regulatory flood protection elevation. Floodproofing shall not be utilized on any structures in Coastal A Zones to satisfy the regulatory flood protection elevation requirements.

- (2) All new construction and substantial improvements shall have the space below the bottom of the lowest horizontal structural member of the lowest floor either be free of obstruction or constructed with breakaway walls, open wood latticework or insect screening, provided they are not part of the structural support of the building and are designed so as to breakaway, under abnormally high tides or wave action without causing damage to the elevated portion of the building or supporting foundation system or otherwise jeopardizing the structural integrity of the building. The following design specifications shall be met:
  - (a) Material shall consist of open wood or plastic lattice having at least 40 percent of its area open, or
  - (b) Insect screening; or
  - (c) Breakaway walls shall meet the following design specifications:
    - (1) Breakaway walls shall have flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the design criteria in Article 5, Section 18-41(4)(d); and
    - (2) Design safe loading resistance shall be not less than 10 nor more than 20 pounds per square foot; or
    - (3) Breakaway walls that exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by State or local codes) shall be certified by a registered professional engineer or architect that the breakaway wall will collapse from a water load less than that which would occur during the base flood event, and the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). The water loading values used shall be those associated with the base flood. The wind loading values used shall be those required by the North Carolina State Building Code.
- (3) Concrete pads, including patios, decks, parking pads, walkways, driveways, etc. must meet the provisions of Article 5, Section 18-43.1 (5).
- (4) All new construction and substantial improvements shall meet the provisions of Article 5, Section 18-43.1 (3).
- (5) A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions of Article 4, Section 18-26 and Article 5, Section 18-43.1 (3) and (4), on the current version of the North Carolina V-Zone Certification form or a locally developed V-Zone Certification form.
- (6) Recreational vehicles may be permitted in Coastal A Zones provided that they meet the Recreational Vehicle criteria of Article 5, Section 18-41(6)(a).
- (7) Fill/Grading must meet the provisions of Article 5, Section 18-43.1 (9).
- (8) Decks and patios must meet the provisions of Article 5 Section 18-43.1 (13) and (14).
- (9) In coastal high hazard areas, development activities other than buildings and structures must meet the provisions of Article 5, Section 18-43.1 (15).

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

Located within the Special Flood Hazard Areas established in Article 3, Section 18-7, are areas designated as shallow

flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Article 5, Sections 18-40 and 18-41, all new construction and substantial improvements shall meet the following requirements:

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

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

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

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

**ARTICLE 6. LEGAL STATUS PROVISIONS.**

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

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

**Sec. 18-45 EFFECT UPON OUTSTANDING BUILDING PERMITS.**

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

**Sec. 18-45.1 SEVERABILITY.**

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

**Sec. 18-46 EFFECTIVE DATE.**

This ordinance shall become effective on \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**Sec. 18-47      ADOPTION CERTIFICATION.**

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

WITNESS my hand and the official seal of \_\_\_\_\_, this the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Application for Federal Assistance SF-424			
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	
		* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>	
* 3. Date Received: 04/02/2020		4. Applicant Identifier: FY-20 Supplemental	
5a. Federal Entity Identifier: AIP 3-37-0050-45 FY 2020		5b. Federal Award Identifier: <input type="text"/>	
<b>State Use Only:</b>			
6. Date Received by State: <input type="text"/>		7. State Application Identifier: <input type="text"/>	
<b>8. APPLICANT INFORMATION:</b>			
* a. Legal Name: Coastal Carolina Regional Airport			
* b. Employer/Taxpayer Identification Number (EIN/TIN): 56-1303065		* c. Organizational DUNS: 9654085030000	
<b>d. Address:</b>			
* Street1:	200 Terminal Drive		
Street2:	<input type="text"/>		
* City:	New Bern		
County/Parish:	<input type="text"/>		
* State:	NC: North Carolina		
Province:	<input type="text"/>		
* Country:	USA: UNITED STATES		
* Zip / Postal Code:	28562-6468		
<b>e. Organizational Unit:</b>			
Department Name: Coastal Carolina Airport Auth		Division Name: <input type="text"/>	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>			
Prefix:	Mr.	* First Name:	Andrew
Middle Name:	<input type="text"/>		
* Last Name:	Shorter		
Suffix:	<input type="text"/>		
Title:	Airport Director		
Organizational Affiliation: Coastal Carolina Regional Airport			
* Telephone Number:	252-638-8691	Fax Number:	252-638-5930
* Email:	ashorter@newbernairport.com		

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

X: Other (specify)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

**\* Other (specify):**

Airport Authority

**\* 10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

**CFDA Title:**

Airport Improvement Program

**\* 12. Funding Opportunity Number:**

**\* Title:**

**13. Competition Identification Number:**

**Title:**

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Aircraft Rescue and Firefighting Facility (Construction)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

\* a. Start Date:

\* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="5,240,016.00"/>
* b. Applicant	<input type="text" value="583,113.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="5,831,129.00"/>

\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

Yes  No

If "Yes", provide explanation and attach

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 28, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:  \* First Name:   
 Middle Name:   
 \* Last Name:   
 Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative: 

\* Date Signed:



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**GRANT AGREEMENT**

**PART I - OFFER**

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Federal Award Offer Date \_\_\_\_\_

Airport/Planning Area Coastal Carolina Regional

Supplemental Appropriation Grant Number 3-37-0050-046-2020

Unique Entity Identifier 965408503

TO: County of Craven, North Carolina  
(herein called the "Sponsor")

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated , for a grant of Federal funds for a project at or associated with the Coastal Carolina Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Coastal Carolina Regional Airport (herein called the "Project") consisting of the following:

Construct Aircraft Rescue & Fire Fighting Building  
which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254) and the Consolidated Appropriation Act, 2019 (Public Law Number 116-6) and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (See 2018 FAA Reauthorization grant condition.), (b) the Sponsor' s acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

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

**CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$5,248,016.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning  
 \$5,248,016 airport development or noise program implementation; and,  
 \$0 for land acquisition.

The source of this Grant may include funding from the Small Airport Fund.

2. **Period Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

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

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the Consolidated Appropriations Act, 2018 (Public Law Number 115-141), regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before , or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of Supplemental Appropriation Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation. The supplemental appropriation funds will be available until September 20, 2021.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
  - B. May be increased by not more than 15 percent for development projects if funds are available;
  - C. May be increased by not more than 15 percent for land project if funds are available.
- 18. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
    - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
    - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
    - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
  - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
  - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
- 19. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
    - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

**20. Priority Consideration Funded Work Included in a PFC Application.**

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

- 21. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated [Enter Date], is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

**22. Employee Protection from Reprisal.**

A. Prohibition of Reprisals -

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

- 23. 2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in

order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

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

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

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*(Signature)*

---

*(Typed Name)*

---

*(Title of FAA Official)*

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**PART II - ACCEPTANCE**

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Craven County Regional Airport Authority  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** \_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:** \_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of \_\_\_\_\_. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**By:** \_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

\_\_\_\_\_

<sup>1</sup>Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### B. Duration and Applicability.

##### 1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### 2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### C. Sponsor Certification.

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

##### 1. General Federal Requirements.

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

**FEDERAL LEGISLATION**

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>12</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power Plant and Industrial Fuel Use Act of 1978 - Section 403 - 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

**EXECUTIVE ORDERS**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

#### FEDERAL REGULATIONS

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4,5,6</sup>
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>12</sup>
- q. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>

- s. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 - Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

### **SPECIFIC ASSURANCES**

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

### **FOOTNOTES TO ASSURANCE C.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; 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 assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

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

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### 23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

**24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

**25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
- 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
    - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## 27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that -

- a. by gross weights of such aircraft is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport the total movement of Government aircraft multiplied.

## 28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## 29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
- 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
    - a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## 30. Civil Rights.

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

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor' s programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

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

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

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

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

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

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

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

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



## FAA Airports

### Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

DRAFT

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



800 Tiffany Blvd., Suite 200  
Rocky Mount, NC 27804  
252.823.1021  
www.barnhillcontracting.com

Date: May 19, 2020

Attn: Gene Hodges  
Assistant County Manager  
Craven County Government  
406 Craven Street  
New Bern, NC 28560

Re: Craven County Courthouse – Temporary Services Renovation

Dear Gene,

Enclosed you will find our Construction Documents Cost Deliverable. This deliverable is based on information provided to us by Oakley Collier and their design partners as well as feedback from local subcontractors. This cost deliverable includes GMP01, BCC Clarification and Qualification Letter, and Craven County Courthouse Bid Schedule.

Our revised GMP has removed all cost associated with the rental of the temporary AHU equipment, duct work, flex hydronic piping, duct/pipe supports, heat- trace HVAC insulation and all electrical tie in. Our current price also does not include any design alternates. As requested, we have also included the cost for BP-2100 subcontractor to survey the existing sprinkler infrastructure in place and run preliminary calculations to determine if the existing water supply is sufficient to meet the demands of the sprinkler system without the fire pump in place.

Our mission statement says it all: We are a family of builders, creating solutions that enable our partners to succeed, our communities to thrive and our employees to grow.

Best regards,

**BARNHILL CONTRACTING COMPANY**

A handwritten signature in blue ink that reads "Kaitlin Rouse".

Kaitlin Rouse  
Project Manager

cc: John Smith, Barnhill Contracting, Eastern Division, Vice President  
Barry Harden, Barnhill Contracting, Vice President, Operations  
Arthur VanderAa, Barnhill Contracting, Senior Project Manager  
Tim Oakley, Oakley Collier Architects, Principal



**FINAL GMP TOTAL BID ESTIMATE VARIANCE**

May 19, 2020

**Craven County Courthouse Temporary Services**

Craven County

Bid Packages		Contractor	Contract Amount (Base Bid No Alt)	
<b>CM Reimbursible Allowances</b>		<b>Barnhill Contracting Company</b>	\$ -	\$ -
BP100 - GENERAL TRADES		Waters Contracting Company	\$ 94,900	\$ 2.37
BP700 - ROOFING		Baker Roofing Company	\$ 3,000	\$ 0.08
BP790 - CAULKING / SEALANTS		J.T. Murphy Construction, Inc	\$ 35,000	\$ 0.88
BP800 - TURNKEY DOORS/FRAMES/HARDWARE		Hardware Specialties	\$ 9,200	\$ 0.23
BP925 - METAL STUDS / DRYWALL / INSULATION		Sears Contract, Inc	\$ 19,285	\$ 0.48
BP990 - PAINTING AND WALLCOVERINGS		Proctor Paint Co	\$ 2,450	\$ 0.06
BP1400 - ELEVATORS		Thyssenkrupp Elevator Corporation	\$ 146,400	\$ 3.66
BP2100 - FIRE PROTECTION		Associated Fire Protection	\$ 110,000	\$ 2.75
BP2200 - PLUMBING		James L Clayton Associates	\$ 14,500	\$ 0.36
BP2300 - HVAC		Allred Mechanical Services	\$ 288,100	\$ 7.20
BP2600 - ELECTRICAL		Pitt Electric	\$ 71,683	\$ 1.79
<b>Bid Day Total</b>			<b>\$ 794,518</b>	<b>\$ 19.86</b>
3.00%	Construction Contingency		\$ 23,836	\$ 0.60
LS	Unknown Allowance		\$ 60,000	\$ 1.50
<b>Total Cost of Work Total</b>			<b>\$ 878,354</b>	<b>\$ 21.96</b>
	Building Permit		\$ 2,585	\$ 0.06
2.10%	CM Bonds/Insurance		\$ 23,774	\$ 0.59
1.25%	Project Subguard		\$ 9,931	\$ 0.25
LS	CM General Conditions		\$ 173,548	\$ 4.34
5.00%	CM Fee		\$ 43,918	\$ 1.10
<b>Project Grand Total</b>			<b>\$ 1,132,110</b>	<b>\$ 28.30</b>

sqft

40,000



**FINAL GMP ALTERNATES SUMMARY**  
 May 7, 2020  
**Craven County Courthouse Temporary Services**  
 Craven County

Alternate No.	Alternate Description	Packages Affected	Alternate Cost	Status (A/R)
1	BP-700 Scope of Work	2300	\$ 9,715.00	
2A	Gas Piping and All Accessories	2300	\$ 17,380.00	
2B	Portable Fire Pump / Month	2100	\$ 30,000.00	
G1	Temp. Fire Pump	2100, 2600	\$ 238,674.00	
3	Portable HVAC Unit / Month	2300	\$ 6,845.00	
<b>Alternates Bid Day Subtotal</b>			<b>\$ 302,614.00</b>	
<b>ACCEPTED Alternates Subtotal</b>			<b>\$ -</b>	

\*Please note alternate pricing does not include burdens - sub cost only\*

- On behalf of Barnhill Contracting Company, please accept this proposal for the Craven County Courthouse –Temporary Services Renovation per the CD review set documents dated December 2, 2019 and specifications dated December 2019.
- Please refer to the attached schedule as part of this proposal. Per schedule, Barnhill intends to begin work in the beginning of June 2020 with the scheduled completion by the end of October 2020.
- Commissioning of the space is not assumed or included.
- Excludes relocation and/or removal of Owner furnishing and/or equipment and assumes this will be coordinated in advance with Barnhill and completed by Owner.
- We exclude repairs to existing assemblies/systems that are not specifically indicated.
- Upon approval of this GMP, BCC will need to be given the opportunity to verify building insurance cost prior to execution of contract.

**BP 0000 General Conditions**

Project Management, Superintendent, and Staffing are included for the project duration as well as Safety, Temporary Protection, Site Maintenance, Dumpsters, and Daily construction clean up. General Conditions at this time are figured from June 1 2020 through end of project.

**Interior Aesthetics:**

- Barnhill Contracting Company assumes that the interior aesthetics are to remain with the exception of the new Boiler and Elevator Equipment room unless noted otherwise on the drawings.
- Existing floor and ceilings to remain as is in constructed Boiler and Elevator Equipment Room.
- Existing utilities at Elevator Equipment and Boiler room are to be left in place. New equipment to be installed in open area of new room. Other utilities to be rerouted at later date and are not included in Barnhill Scope of Work.

**Unforeseen Condition Allowance**

- We have carried a \$60,000 allowance for unforeseen conditions due to the age and condition of the building and the scope of work required to perform this phase of work. We feel that this allowance should eliminate the need for any added change orders to complete the scope of work due to unforeseen conditions.

**BP-700 - Roofing**

- It is assumed that there is not an existing roofing warranty in the areas we are penetrating the roof.

**BP-790 – Caulking/Sealants/Fire Proofing**

- We have carried a 200 manhour allowance to patch existing fire proofing damaged during construction from relocation of existing utilities or installing new work for this project.

**BP-800 – Doors, Frames and Hardware**

- Excludes all other door and hardware other than as specifically indicated on the design documents.

**BP-1400 – Elevators**

- Current hoist beam is assumed to be adequate for new elevator install.

**BP-2300 – HVAC**

- Boilers provided by owner are assumed to have the function to be disassembled.
- Excludes testing and balancing as none is required per Addendum # 3 .

Activity ID	Activity Name	Original Duration	Start	Finish	Activity % Complete	2020					
						Apr	May	Jun	Jul	Aug	Sep
<b>Craven County Courthouse Phase One Bid Schedule</b>											
<b>Milestones</b>											
A2790	MOBILIZE TO SITE	113	25-May-20	30-Oct-20	0%	◆ MOBILIZE TO SITE					
A2830	FIRE SPRINKLER WORK COMPLETE	1	30-Jul-20	30-Jul-20	0%	FIRE SPRINKLER WORK COMPLETE					
A2820	PROJECT COMPLETION	0		30-Oct-20	0%						
A2910	OBTAIN FINAL CO	0		30-Oct-20	0%						
<b>Preconstruction</b>											
PRECON1050	BID PERIOD	23	22-Mar-20 A	21-Apr-20	40%	■ BID PERIOD					
PRECON1060	BID OPENING	1	21-Apr-20	21-Apr-20	0%	BID OPENING					
PRECON1070	SCOPE REVIEW PERIOD	13	22-Apr-20	08-May-20	0%	■ SCOPE REVIEW PERIOD					
PRECON1080	SUBMIT FINAL GMP AND OBTAIN OWNER APPROVAL	6	12-May-20	20-May-20	0%	■ SUBMIT FINAL GMP AND OBTAIN OWNER APPROVAL					
PRECON1090	NTP AND MOBILIZE TO SITE	1	25-May-20	25-May-20	0%	NTP AND MOBILIZE TO SITE					
<b>Submittals and Material Procurement</b>											
SUB1000	SUBMIT AND PROCURE TEMP FIRE PUMP	15	25-May-20	12-Jun-20	0%	■ SUBMIT AND PROCURE TEMP FIRE PUMP					
SUB1010	ELEVATOR SUBMITTALS	15	25-May-20	12-Jun-20	0%	■ ELEVATOR SUBMITTALS					
SUB1020	TEMP AHU SUBMITTALS	15	25-May-20	12-Jun-20	0%	■ TEMP AHU SUBMITTALS					
SUB1030	ALL OTHER SUBMITTALS	15	25-May-20	12-Jun-20	0%	■ ALL OTHER SUBMITTALS					
SUB1040	DELEGATED DESIGN FOR STEEL SUPPORT AT ROOF	5	25-May-20	29-May-20	0%	■ DELEGATED DESIGN FOR STEEL SUPPORT AT ROOF					
<b>Testing and Inspections</b>											
T1000	NFPA13	2	28-Jul-20	29-Jul-20	0%	■ NFPA13					
T1010	NFPA72	2	20-Aug-20	21-Aug-20	0%	■ NFPA72					
T1020	NCDOL ELEVATOR INSEPCION	2	22-Oct-20	23-Oct-20	0%						
T1030	PUNCHLIST	5	26-Oct-20	30-Oct-20	0%						
T1040	AHJ FINAL INSPECTIONS	3	28-Oct-20	30-Oct-20	0%						
<b>Fire Pump and Sprinkler System Work</b>											
FP1010	DEMO EXISTING SYSTEM AND INSTALL NEW SYSTEM	30	01-Jun-20	13-Jul-20	0%	■ DEMO EXISTING SYSTEM AND INSTALL NEW SYSTEM					
FP1020	INSTALL TEMP FIRE PUMP AND TEST ENTIRE SYSTEM	10	14-Jul-20	27-Jul-20	0%	■ INSTALL TEMP FIRE PUMP AND TEST ENTIRE SYSTEM					
<b>Building</b>											
<b>Construction</b>											
<b>Demolition</b>											
A3130	CUT, CAP, MAKE SAFE SPRINKLER	53	25-May-20	06-Aug-20	0%	■ CUT, CAP, MAKE SAFE SPRINKLER					
A3150	CUT, CAP, & SAFE ELECTRICAL	2	25-May-20	26-May-20	0%	■ CUT, CAP, & SAFE ELECTRICAL					
A3160	CUT, CAP, MAKE SAFE PLUMBING	2	31-Jul-20	06-Aug-20	0%	■ CUT, CAP, MAKE SAFE PLUMBING					
A3170	CUT / SHORE NEW MECHANICAL PENETRATIONS AT ROOF	3	31-Jul-20	04-Aug-20	0%	■ CUT / SHORE NEW MECHANICAL PENETRATIONS AT ROOF					
<b>Elevator</b>											
EL1020	NEW ELEVATOR PROCUREMENT	60	15-Jun-20	08-Sep-20	0%	■ NEW ELEVATOR PROCU					
EL1010	DEMO OF EXISTING ELEVATOR AND EQUIPMENT	5	07-Aug-20	13-Aug-20	0%	■ DEMO OF EXISTING ELEVATOR AND					
EL1050	SET ELEVATOR EQUIPMENT IN NEW 3RD FLOOR EQUIPMENT ROOM	1	09-Sep-20	09-Sep-20	0%	SET ELEVATOR EQUIPM					
EL1030	INSTALL NEW ELEVATOR	30	10-Sep-20	21-Oct-20	0%	■ INS					
<b>New Partitions</b>											
NP1000	FRAME WALLS AND INSTALL DOOR FRAMES	10	12-Aug-20	25-Aug-20	0%	■ FRAME WALLS AND INSTALL DOOR F					
NP1010	NEW WALL ROUGHIN	2	13-Aug-20	14-Aug-20	0%	■ NEW WALL ROUGHIN					
NP1020	IN-WALL INSPECTION	1	17-Aug-20	17-Aug-20	0%	IN-WALL INSPECTION					
NP1030	HANG AND FINISH WALLS	3	18-Aug-20	20-Aug-20	0%	■ HANG AND FINISH WALLS					
NP1040	PAINT NEW WALLS	2	21-Aug-20	24-Aug-20	0%	■ PAINT NEW WALLS					

■ Remaining Level of Effort ◆ Milestone  
▬ Actual Level of Effort ▬ Summary  
■ Actual Work  
▬ Remaining Work  
▬ Critical Remaining Work

Craven County Courthouse  
Bid Schedule



Activity ID	Activity Name	Original Duration	Start	Finish	Activity % Complete	2020							
						Apr	May	Jun	Jul	Aug	Sep	Oct	
NP1050	HANG NEW DOORS AND INSTALL HARDWARE	1	25-Aug-20	25-Aug-20	0%								I HANG NEW DOORS AND INSTA
<b>PME 1st Floor</b>		<b>31</b>	<b>07-Aug-20</b>	<b>21-Sep-20</b>									21-Sep-20, PME 1s
PME1000	DEMO EXISTING AHU ON 1ST FLOOR	10	07-Aug-20	20-Aug-20	0%								DEMO EXISTING AHU ON 1ST FLO
PME1030	RUN NEW ELECTRICAL FOR TEMP AHU	5	07-Aug-20	13-Aug-20	0%								RUN NEW ELECTRICAL FOR TEMP A
PME1070	PATCH AND REPAIR EXISTING FIRE ALARM SYSTEM	7	07-Aug-20	17-Aug-20	0%								PATCH AND REPAIR EXISTING FIRE
PME1020	RUN TEMP DUCTWORK FOR TEMP AHU AND MAKE CONNECTIONS TO EXISTING	10	21-Aug-20	03-Sep-20	0%								RUN TEMP DUCTWORK FO
PME1010	SET TEMP AHU	3	04-Sep-20	09-Sep-20	0%								SET TEMP AHU
PME1040	MAKE FINAL ELECTRICAL CONNECTIONS FOR TEMP AHU	2	10-Sep-20	11-Sep-20	0%								MAKE FINAL ELECTRIC
PME1050	ENERGIZE TEMP AHU	1	14-Sep-20	14-Sep-20	0%								ENERGIZE TEMP AHU
PME1060	TEST AND BALANCE TEMP UNIT	5	15-Sep-20	21-Sep-20	0%								TEST AND BALAN
<b>PME 3rd Floor</b>		<b>32</b>	<b>05-Aug-20</b>	<b>18-Sep-20</b>									18-Sep-20, PME 3rd
PME21050	INSTALL NEW DUCT THROUGH THE ROOF	5	05-Aug-20	11-Aug-20	0%								INSTALL NEW DUCT THROUGH THE F
PME21000	RELOCATE EXISTING PLUMBING LINES AT BOILER ROOM	3	07-Aug-20	11-Aug-20	0%								RELOCATE EXISTING PLUMBING LINE
PME21060	PATCH AND FLASH EXISTING ROOF TO NEW DUCT	2	12-Aug-20	13-Aug-20	0%								PATCH AND FLASH EXISTING ROOF
PME21020	PLUMBING ROUGHIN	2	13-Aug-20	14-Aug-20	0%								PLUMBING ROUGHIN
PME21030	GAS PIPING ROUGHIN	5	13-Aug-20	19-Aug-20	0%								GAS PIPING ROUGHIN
PME21070	INSTALL MINI-SPLIT SYSTEM TO ELEVATOR MACHINE ROOM	5	13-Aug-20	19-Aug-20	0%								INSTALL MINI-SPLIT SYSTEM TO E
PME21110	INSTALL NEW FIRE ALARM DEVICES	5	13-Aug-20	19-Aug-20	0%								INSTALL NEW FIRE ALARM DEVICE
PME21010	EQUIPMENT PADS IN BOILER ROOM	1	21-Aug-20	21-Aug-20	0%								EQUIPMENT PADS IN BOILER ROO
PME21080	INSTALL PUMP	1	24-Aug-20	24-Aug-20	0%								INSTALL PUMP
PME21090	MAKE ELECTRICAL CONNECTIONS FROM ELECTRICAL ROOM TO NEW BOILER ROOM EQUIPM	7	25-Aug-20	02-Sep-20	0%								MAKE ELECTRICAL CONNE
PME21100	MAKE ELECTRICAL CONNECTIONS FROM ELECTRICAL ROOM TO NEW ELEVATOR EQUIPMENT	7	31-Aug-20	09-Sep-20	0%								MAKE ELECTRICAL CON
PME21040	INSTALL NEW BOILER AND MAKE CONNECTIONS	7	03-Sep-20	14-Sep-20	0%								INSTALL NEW BOILER
PME21120	BOILER STARTUP	4	15-Sep-20	18-Sep-20	0%								BOILER STARTUP



Craven County



Courthouse EOC Recovery Project

Fund 415

Original

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

*Expenditures:*

Architectural/Engineering Design Services	\$	550,000.00
Construction	\$	1,280,453.00
Contingency	\$	64,000.00

TOTAL \$ 1,894,453.00

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

*Revenues:*

Transfer from General Fund	\$	1,894,543.00
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TOTAL \$ 1,894,543.00

This ordinance is hereby approved this 1st day of June, 2020.

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Thomas F. Mark, Chairman  
Craven County Board of Commissioners

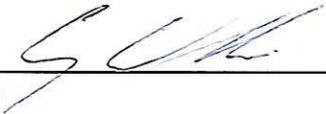
Attest:

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

Rating of RFQ Responses

Rating Factor	Max Points	Firms		
		Boomerang	ClarkNexsen	OCA
Evaluator 1	100	90	85	93
Evaluator 2	100	88	74	90
Evaluator 3	100	90	85	95
Evaluator 4	100	94	92	97
Total Average Points	100	91	84	94

Signature 

Date 5-19-20

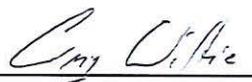
Print Greg Wilke

### Rating of Firm Interviews

<u>Rating Factor</u>	<u>Max Points</u>	<u>Firms</u>		
		Boomerang	ClarkNexsen	OCA
Evaluator 1	70	55	56	65
Evaluator 2	70	49	48	56
Evaluator 3	70	66	65	66
Evaluator 4	70	62	62	65
<b>Total Average Points</b>	<b>70</b>	<b>58</b>	<b>58</b>	<b>63</b>

  
 \_\_\_\_\_  
 Signature

5-19-2020  
 Date

  
 \_\_\_\_\_  
 Print

**APPLICATION  
PUBLIC SCHOOL BUILDING CAPITAL FUND  
NORTH CAROLINA EDUCATION LOTTERY**

Approved: \_\_\_\_\_

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

County: Craven

Contact Person: Denise Altman

LEA: 250 - Craven

Title: Finance Officer

Address: 3600 Trent Road, New Bern, NC 2856

Phone: 252-514-6300

Project Title: Debt Services for LOBS and School Bonds

Location: Craven County

Type of Facility: New Elementary school and additions to an elem and middle school

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: \_\_\_\_\_

Estimated Costs:

Purchase of Land	_____	\$	_____
Planning and Design Services	_____		_____
New Construction	_____		_____
Additions / Renovations	_____		_____
Repair	_____		_____
Debt Payment / Bond Payment	_____		4,531,156.00
<b>TOTAL</b>	_____	<b>\$</b>	<b>4,531,156.00</b>

Estimated Project Beginning Date: July 2006 Est. Project Completion Date: Dec 2008

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 1,000,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)

(Date)



5/19/2020

(Signature — Chair, Board of Education)

(Date)

**Application Form**

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**Profile**

Charles \_\_\_\_\_ Meekins \_\_\_\_\_  
First Name Last Name

meekins.charles@gmail.com \_\_\_\_\_  
Email Address

3013 RIVER LANE \_\_\_\_\_  
Home Address

NEW BERN \_\_\_\_\_ NC \_\_\_\_\_ 28562 \_\_\_\_\_  
City State Postal Code

**What Commissioners District? \***

District 3

Mobile: (252) 514-5011 \_\_\_\_\_ Home: \_\_\_\_\_  
Primary Phone Alternate Phone

**Which Boards would you like to apply for?**

Coastal Carolina Regional Airport Authority: Submitted

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**Interests & Experiences**

**Why are you interested in serving on a board or commission?**

Served on this Authority and completing my eighth year. I have served as chairman for last two years. I believe remaining on this board will provide a continuum of knowledge and expertise enabling this airport to continue to grow and prosper.

**Education Level**

Bachelor's Degree or higher

**Business and/or Civic Experience/Involvement**

35 years in the financial investment advisor field. Retired senior VP with Wells Fargo Advisors. Served 12 years on the North Carolina Community Foundation -Craven County.

## Application Form

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### Profile

Jerry

First Name

Jackson

Last Name

jerryajackson@ec.rr.com

Email Address

129 MALLARD COVE DR.

Home Address

HAVELOCK

City

NC

State

28532

Postal Code

### What Commissioners District? \*

District 6

Home: (252) 447-3828

Primary Phone

Business: (252) 670-8500

Alternate Phone

### Which Boards would you like to apply for?

Coastal Carolina Regional Airport Authority: Submitted

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### Interests & Experiences

**Application Form**

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**Profile**

Robert

First Name

W

Middle Initial

Brinson

Last Name

bob.brinson.08@gmail.com

Email Address

5012 Lakeshore Drive

Home Address

New Bern

City

NC

State

28562

Postal Code

**What Commissioners District? \*** District 4

Mobile: (252) 349-3444

Primary Phone

Home: (254) 289-9144

Alternate Phone

**Which Boards would you like to apply for?**

Craven County ABC Board: Submitted

Juvenile Crime Prevention Council: Submitted

Coastal Carolina Regional Airport Authority: Submitted

**Please list any other Craven County Boards or Commissions you currently serve?**

None

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**Interests & Experiences****Why are you interested in serving on a board or commission?**

I would like to continue to serve the community in meaningful ways. I am a former military helicopter pilot and am therefore interested in the Airport Authority. I have worked with youth before both in and outside the military and am therefore interested in the JCPC. I have leadership and organizational skills and therefore could be a good fit for the ABC Board. The program is not showing vacancies for the Airport Authority or ABC Board but those were advertised in last month's Sun Journal as having vacancies this year.

[Robert Brinson Resume.docx](#)

Upload a Resume

**Education Level** Bachelor's Degree or higher

## **Business and/or Civic Experience/Involvement**

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I have been both President and Vice President of my kids High School Parent/Teacher/Student Association. I have also been an Elder and Chairman of the Board of Elders of my church. I have been a leader in Approved Workmen Are Not Ashamed (AWANA) for 12 years.

## Application Form

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### Profile

Larry \_\_\_\_\_ W \_\_\_\_\_ Taylor \_\_\_\_\_  
First Name Middle Initial Last Name

lwtaylor@gmail.com \_\_\_\_\_  
Email Address

914 Buckingham Rd \_\_\_\_\_  
Home Address

Trent Woods \_\_\_\_\_ NC \_\_\_\_\_ 28562 \_\_\_\_\_  
City State Postal Code

### What Commissioners District? \*

District 4

Mobile: (252) 675-0050 \_\_\_\_\_ Mobile: (252) 675-0050 \_\_\_\_\_  
Primary Phone Alternate Phone

### Which Boards would you like to apply for?

Coastal Carolina Regional Airport Authority: Submitted

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### Interests & Experiences

#### Why are you interested in serving on a board or commission?

Extensive worldwide business & personal air travel experience with a continued interest in the air industry.

[Resume-Larry.docx](#) \_\_\_\_\_  
Upload a Resume

### Education Level

Associates Degree

### Business and/or Civic Experience/Involvement

Information Technology, & Marketing with New Bern Chamber of Commerce Computer Technician, Trader Construction Company Security and IT Contractor; Volunteer Airport/airline experience at Dulles International (IAD); Extensive international security experience with US Navy/DoD/CIA

**Larry W. Taylor**  
**806 Black Swan Road**  
**New Bern, North Carolina 28560-9066**  
**(252) 638-4554 (Home)**  
**(252) 675-0050 (Cell)**  
**[LWTaylor@suddenlink.net](mailto:LWTaylor@suddenlink.net) (E-Mail)**

Extensive experience in the Information Technology and logistics field—as illustrated by almost three years at the New Bern Area Chamber of Commerce, taking on projects where no one was available or not skill set existed to do the job. “I am not the show...I make the show happen.”

**TECHNOLOGY SUPPORT - New Bern Area Chamber of Commerce** **Feb-2012-Jan-2015**

- Produced and distributed monthly newsletter via InDesign
- Managed Constant Contact account
- Web site management for [www.newbernchamber.com](http://www.newbernchamber.com)
- A/V & IT support as needed

**PERIOD OF UNEMPLOYMENT - Employment search** **Sep-2011-Feb-2012**

- Ongoing volunteer IT and A/V support to New Bern Chamber of Commerce.

**COMPUTER SUPPORT - TESI/Trader Construction Company** **Apr-2007-Sep-2011**

- Desktop/network support to network of over 100 workstations—both on and off-site.
- Inventory management for all IT related equipment.
- Remote management for computer updates and problem resolution.
- Resolve network connectivity issues.
- Maintain Windows XP/Windows Vista/Windows7 environment.
- Maintain Microsoft Office Professional 2003/2007/2010 environment.
- Resolve computer virus/malware issues on laptop/desktop computers.

**PERIOD OF UNEMPLOYMENT - Employment search** **Nov-2006-Apr-2007**

- Ongoing volunteer IT and A/V support to New Bern Chamber of Commerce.

**DESKTOP SUPPORT - ADECCO Temp/MOEN, Inc** **Jul-2006-Nov-2006**

- Provide desktop and network support as required at this large manufacturing facility.
- Receive and document trouble calls via in-house trouble ticket system.
- Resolve computer/printer/networking issues to quickly restore online status.
- Confirm network connectivity and, where necessary, re-establish CAT5/6 connectivity.

**INVENTORY SUPPORT - CHERRY POINT / DLA / DDCN / TESSADA** **Jan-2006-Feb-2006**

- Site manager for semi-annual inventory at DLA/DDCN Cherry Point, North Carolina.
- Provided sample inventory using RF devices.
- Trained on inventory equipment Raymond, Hustler lift devices as required.

**NMCI ROLLOUT - CHERRY POINT / CAMP LEJEUNE, NC - TEK SYSTEMS**

**Jan-2005-Dec-2006**

- Provided NMCI roll-out technician support as needed / as required - intermittent.

**TECHNOLOGY SUPPORT - CRAVEN COUNTY SCHOOLS**

**Feb-2004-Feb-2005**

- Served as the Technology Support individual for the Oaks Road Elementary School.
- Maintained PC and Macintosh networks in support of school system requirements.
- Supported Audio/Visual requirements in support of school system curriculum.

**PERIOD OF UNEMPLOYMENT & RELOCATION TO NEW BERN, NC** **Sep-2003-Feb-2004**

**PROJECT MANAGEMENT - BURKE CONSORTIUM, INC.** **Feb-2000-Sep-2003**

- Served as Facility Security Officer for company of sixty plus employees with multiple contracts.
- Individually responsible for all aspect of shipping and receiving.
- Through past experience, implemented cost-saving, alternate shipping methods.
- Provided technical guidance for acquisition of various utilities necessary for successful production of trade shows—electrical, internet, IT procurement and rentals.
- Provided consultation to their show participants with regards to their requirements appropriate solutions and implementation.
- Project Manager for Naval Sea Systems Command (NAVSEA) Corporate Document Management System (CDMS) back-file conversion effort.
- Directed build-out for new office relocation including network and telephone infrastructure.

**SYSTEMS MANAGEMENT - LORS MEDICAL CORPORATION**

**1998-2000**

- Accounted and tracked six million-dollar inventory situated over multiple locations.
- Maintained and administered Local Area Network for 35 users.
- Installed and maintained internet access for all workstation on the LAN.

## **LOGISTICS MANAGEMENT - SMITH CORPORATION**

**1996-1997**

- Contracted to Central Intelligence Agency (CIA) to support logistics requirements of 500+ office.
- Ordered, received, tracked and accounted for all purchased ensuring lowest cost.
- Project manager for building/installation of security video teleconferencing facility.
- Consulted technical requirement for cellular telephones, pagers & electronics.

## **OFFICE OF SECURITY/TECH - CENTRAL INTELLIGENCE AGENCY (CIA)**

**1995-1996**

- Tested in excess of 100 Wells Fargo CU-35 alarm systems.
- Served as intermediary between user personnel and vendor.
- Provided tech-guidance for proper disposition of 3-6 pallets of tech equipment per week.
- Served as technical advisor for logistics procurements.
- Functioned as focal point for equipment readiness.

## **OFFICE OF SECURITY/PHYSICAL SECURITY - CIA**

**1989-1995**

- Provided technical support in areas of physical security.
- Responded to intelligence community trouble calls, averaging 10-13 responses per day.
- Scheduled and performed preventive maintenance.
- Maintained a response-ready mobile tech shop / cargo van.
- Scheduled additional personnel for large assignments.
- Performed certification security inspections in accordance with DCID 1/21.

## **FOREIGN BROADCAST INFORMATION SERVICE / MEDIA SIGNALS ANALYST**

**1988-1989**

- Monitored foreign broadcast media - radio, television and newspapers.
- Maintained expertise in international communications.
- Compiled reference document on Middle East radio for use by FBIS editors.

## **OFFICE OF COMMUNICATIONS / DOMESTIC**

**1986-1988**

- Served as Contract Officer's Technical Representative (COTR).
- Wrote technical proposals and specifications.

## **OFFICE OF COMMUNICATIONS / FOREIGN**

**1986**

- Telecommunications Officer in Asia, Africa and Caribbean.
- Provided diplomatic telecommunications support through use of satellite and radio.
- Supervised local construction (12 persons) of facilities.

**1979-**

- Supported Presidential and Vice-Presidential VIP visits.

**COLLEGE - HALIFAX COMMUNITY COLLEGE**

**1978-1979**

- Attended community college.
- Worked full time as manager of Lake Gaston Marina.

**MILITARY - U.S. NAVY**

**1978**

- Served three tours / eight years with Naval Security Group

**1970-**

**COLLEGE - WESTERN CAROLINA UNIVERSITY**

**1968-1970**

- Attended Western Carolina for one and one-half years.

## Application Form

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### Profile

Charles

First Name

S

Middle Initial

Smith

Last Name

csmith@salemcpa.net

Email Address

112 Brugg Court

Home Address

New Bern

City

NC

State

28562

Postal Code

### What Commissioners District? \*

District 7

Home: (252) 634-9070

Primary Phone

Mobile: (252) 675-7929

Alternate Phone

### Which Boards would you like to apply for?

Coastal Carolina Regional Airport Authority: Submitted

---

### Interests & Experiences

#### Why are you interested in serving on a board or commission?

I am interested in serving my community to help continue the level of services provided to our residents. Also, I want to have an eye on how to improve those services whenever possible. I am a New Bern native and want to make a positive impact on the community.

#### Education Level

Bachelor's Degree or higher

#### Business and/or Civic Experience/Involvement

Board chairman/Treasurer/Board member-at-large for CarolinaEast Foundation Treasurer for Troop 1884 & Pack 1884

**Application Form**

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**Profile**

Parker \_\_\_\_\_ D \_\_\_\_\_ O'daniel \_\_\_\_\_  
First Name Middle Initial Last Name

parker.odaniel@gmail.com \_\_\_\_\_  
Email Address

105 Yacht Club Road \_\_\_\_\_  
Home Address

Trent Woods \_\_\_\_\_ NC \_\_\_\_\_ 28562 \_\_\_\_\_  
City State Postal Code

**What Commissioners District? \***

District 4

Mobile: (252) 671-4538 \_\_\_\_\_ Business: (252) 635-1330 \_\_\_\_\_  
Primary Phone Alternate Phone

**Which Boards would you like to apply for?**

Coastal Carolina Regional Airport Authority: Submitted

**Please list any other Craven County Boards or Commissions you currently serve?**

NONE

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**Interests & Experiences****Why are you interested in serving on a board or commission?**

I recently learned that the Coastal Carolina Regional Airport Authority was in search of a volunteer board member to fill a position in which my professional skills and experience could add value to the board. I am a detail-oriented Certified Public Accountant (North Carolina License Number 34167) with nearly 15 years of experience in public accounting including experience in the aviation industry in both the private and governmental sectors. I have professional expertise in performing complex accounting functions and financial management, including regulatory and tax compliance, financial statement preparation and analysis, financial forecasts, and budget development. I am a native New-Bernian with a strong interest in maintaining and improving quality airport services for our local community and Eastern North Carolina.

[Parker O Daniel Resume Airport Authority .docx](#)

Upload a Resume

**Education Level**

Bachelor's Degree or higher

**Business and/or Civic Experience/Involvement**

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See attached resume.

# PARKER DOUGLAS O'DANIEL, CPA

(252) 671-4538 • [parker.odaniel@gmail.com](mailto:parker.odaniel@gmail.com) • 105 Yacht Club Road, New Bern, NC 28562

Detail-oriented Certified Public Accountant with nearly 15 years of experience in public accounting seeks to bring expertise and vision to the Coastal Carolina Regional Airport Authority. Expert in performing complex accounting functions and financial management, including regulatory and tax compliance, financial statement preparation and analysis, financial forecasts, and budget development. Native New-Bernian with a strong interest in maintaining and improving quality airport services for our local community and Eastern North Carolina.

## EXPERIENCE

**HUDSON POPE, PLLC** – New Bern, N.C. August 2012 – Present

*Certified Public Accountant* - North Carolina certificate # 34167

- Prepare and review federal and multi-state individual, corporate, fiduciary and partnership tax filings, including IRS Forms 706, 709, 990, 1040, 1041, 1065, 1120, and 1120S
- Provide advisory expertise in the areas of income, estate and gift tax planning, business start-up and operations management, business and personal financing options as well as business acquisitions and divestitures
- Research tax law and evaluate tax implications related to specific transactions
- Perform financial statement compilations and provide clients with detailed analysis of financial performance on a monthly, quarterly and/or annual basis
- Manage all aspects of client payroll and benefit operations to ensure regulatory compliance including preparation and review of clients' monthly, quarterly and annual payroll tax filings and payments
- Responsible for client state and local sales and use tax compliance
- Assist clients with IRS and state tax authority representation

**MCGLADREY & PULLEN, LLP** – New Bern, N.C.

July 2005 – July 2012

*Supervisor*

- Significant audit experience includes the audits of SEC clients, private equity clients, government contractors, governmental entities, not-for-profit clients, A-133 audits, Employee Benefit Plans, SOX audits and public company S-1 filings for initial public offering
- Responsible for leading audit engagements in accordance with GAAS and GAAP
- Mid-Atlantic Economic Unit Breakthrough Leadership Academy program participant

**TIDEWATER AIR, INC.** – New Bern, N.C.

May 2001 – June 2005

*Weekend Manager*

- Managed all aspects of the line service department including fuel service for general aviation and commercial aircraft, power services, tie down/overnight/hangar services as well as other hospitality services for passengers and flight crews at the general aviation FBO
- Maintained fuel depot at FAA standards and reported weekend fuel and other service sales

**UNITED STATES HOUSE OF REPRESENTATIVES** – Washington, D.C.

Summer 2002

*Congressional Intern*

- Congressional Intern for Walter B. Jones, Jr. (R-NC)
- Conducted research in the Library of Congress and assisted in preparing and reviewing proposed legislation

## EDUCATION

**UNIVERSITY OF NORTH CAROLINA AT WILMINGTON**

Masters of Science – Accountancy

Graduated: June 2005

**UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL**

Bachelor of Arts – Economics

Graduated: May 2004

Minor – Chemistry

## HONORS + MEMBERSHIPS

American Institute of Certified Public Accountants – Regular Member; North Carolina Association of Certified Public Accountants – Member; New Bern 300<sup>th</sup> Anniversary Celebration – Committee Member; Country Club Townes Homeowners Association – President; New Bern Area Chamber of Commerce Young Professionals Group – Member; UNC General Alumni Association – Life Member; Beta Alpha Psi – National Accounting Fraternity – Member, 2004 - 2005; Boy Scout Troop 13 – Eagle Scout; Delta Kappa Epsilon Fraternity – Philanthropy Chair, 2003 - 2004; UNC Greek Judicial Board – Member, 2003 - 2004; 66<sup>th</sup> and 67<sup>th</sup> North Carolina Student Legislature – District Representative, 2003 - 2004; North Carolina Food Bank – Volunteer, 2004; El Centro Latino – Teaching Assistant, 2002; Rotary Youth Leadership Conference – Participant, 1999; James E. West Fellow, 1999

## SKILLS

Microsoft Office: Word, Excel, PowerPoint, Outlook; ProSystem FX Tax package; Accounting CS Professional Suite; Caseware Working Papers 2006; IDEA sampling software; Adobe: Acrobat Professional; detail oriented; excellent verbal and written communication skills

**Application Form**

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**Profile**

Mark T Eckert  
First Name Middle Initial Last Name

meckert814@gmail.com  
Email Address

207 Appenzell Lane  
Home Address

New Bern NC 28562  
City State Postal Code

**What Commissioners District? \***

District 7

Mobile: (609) 605-7605 Mobile:  
Primary Phone Alternate Phone

**Which Boards would you like to apply for?**

Coastal Carolina Regional Airport Authority: Submitted

**Please list any other Craven County Boards or Commissions you currently serve?**

None

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**Interests & Experiences****Why are you interested in serving on a board or commission?**

I have an extensive background in aviation including; 1. Flew single and dual engine aircraft in the early 80's 2. Was an executive with a company that had a fleet of private aircraft, twin piston and turboprops, and jets, based at our own flight facility (3NJ6) behind our headquarters. 3. Starting in 1977 I flew commercial most every week domestically in sales until 1998 when I moved over into the international side spending 65% of my time flying internationally until retirement in 2014. The last 2 years out of Coastal Carolina Regional Airport. 4. My father owned and flew a Mooney Mk 20C when I was growing up and I worked summers as a teenager at Burlington County Airpark in NJ. I believe that all of the above gives me unique insight and an extensive background into airport operations including the FBO's and concerns of private aircraft owners. Further, I served as a member of the Board of Directors of Inductotherm Corp in addition to being a high ranking member of management. And I have served on the Taberna HOA board. This allows insight into how to work with people in this environment. The bottom line is that I have a strong desire to contribute to the continued growth of the airport and of this community that my wife and I have adopted as our own.

**Education Level**

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Bachelor's Degree or higher

**Business and/or Civic Experience/Involvement**

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Business was covered above. Since moving to New Bern I have been a volunteer at Tryon Palace in a wide variety of functions including as an actor in Candlelight, accumulating approximately 400 hours of service per year. In addition, I have been involved with Craven Literacy Council as well as the Master Gardener program under the NC Cooperative Extension.

**Application Form**

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**Profile**

Walter

First Name

F

Middle Initial

Crayton

Last Name

walt@craytonandcompany.com

Email Address

302 Fairway Drive

Home Address

Trent Woods

City

NC

State

28562

Postal Code

**What Commissioners District? \*** District 3

Home: (252) 637-4000

Primary Phone

Mobile: (252) 670-4503

Alternate Phone

**Which Boards would you like to apply for?**

Coastal Carolina Regional Airport Authority: Submitted

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**Interests & Experiences****Why are you interested in serving on a board or commission?**

I was approached by Kenny Morris and Jerry Jackson, who felt my business acumen and background would be a valuable asset to this Board. If selected, I look forward to serving and bringing my time and talents to the table to the betterment of the greater Craven County region.

[Walt Crayton - Resume 12-19.pdf](#)

Upload a Resume

**Education Level** Bachelor's Degree or higher**Business and/or Civic Experience/Involvement**

Please see attached resume.

**WALT CRAYTON**  
walt@craytonandcompany.com

**Home Address**  
302 Fairway Drive  
Trent Woods, NC 28562  
(252) 670-4503

**Work Address**  
2300 Center Ave, Suite 1  
New Bern, NC 28562  
(252) 637-4000

**EDUCATION** UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL  
KENAN-FLAGLER BUSINESS SCHOOL, May 2004 Graduate  
Bachelor of Science in Business Administration, Minor in History

**HONORS** North Carolina Real Estate Broker & Broker-In-Charge, License # 219408  
South Carolina Real Estate Broker & Broker-In-Charge, License # 73661  
Dean's List – Spring 2001, Fall 2001, Spring 2002, Fall 2002, Fall 2003, Spring 2004  
Eagle Scout, Boy Scout Troop 13, New Bern, NC  
Attended UNC Business Abroad Program, Belgium and Germany, Summer 2003  
Attended NC Governor's School at St. Andrew's College, 1999

**EXPERIENCE** **President/Owner/Founder**, CRAYTON COMMERCIAL SHOPPING CENTERS,  
New Bern, NC (February 2008-present) [www.craytoncommercial.com](http://www.craytoncommercial.com)

- Specialize in retail shopping center development, re-development, leasing and management throughout the Southeastern United States
- Over 1 million square feet developed/re-developed with \$40 million value and over 600 permanent jobs created in North Carolina, South Carolina, Georgia and Alabama
- Pleased to be fulfilling true entrepreneurial drive with successful business at young age

**Leasing and Development Associate/Real Estate Manager**, HERMITAGE PLACE  
LP/SHOE SHOW INC - Concord, NC (January 2006-January 2008)

- Leased a nationwide portfolio of 57 shopping centers as well as opened new SHOE SHOW and SHOE DEPT. stores in North and South Carolina
- Also acquired property and developed new shopping centers

**Sales and Leasing Associate**, NORCOM PROPERTIES,  
Charlotte, NC (August 2004-January 2006)

- Specialized in retail leasing and development
- Gained experience and base of contacts with retailers, developers and landlords

**Cotton and Tobacco Crop Scout**, McLAWHORN CROP SERVICES,  
Cove City, NC (Summers 2001, 2002, 2003 and 2004)

- Kept track of cotton and tobacco plants' health and growth in over 300 fields in Eastern NC
- Gained experience in working in small business atmosphere with numerous clients

**Congressional Intern**, CONGRESSMAN WALTER B. JONES, JR. (R-NC),  
Washington, DC (Summer 2002)

- Conducted research in the Library of Congress and prepared legislation
- Gained experience in working in fast paced political environment

**ACTIVITIES** Official Member, International Council of Shopping Centers  
North Carolina Real Estate Commission 2012-2015, appointed by Governor Beverly Perdue  
Hurricane Matthew Flood Recovery Committee 2016, appointed by Governor Pat McCrory  
Business North Carolina Magazine, 2013 Small Business of the Year Runner-Up  
Member, New Bern Noon Rotary, Sham-Rockin Annual Fundraiser Committee Member  
Charter Member, B.M. Potter Foundation  
Life Member, UNC Alumni Association  
Life Member, National Eagle Scout Association  
Alumnus, Zeta Psi Fraternity – Upsilon Chapter, Past House Manager and Social Chair  
UNC Inter-Fraternity Council, Past Vice President  
Chair, Centenary United Methodist Church Board of Trustees, Finance Committee Member  
President, Colonial Capital Club  
Board of Directors, Dunes Club of Atlantic Beach  
President, Board of Directors, New Bern Golf and Country Club  
Membership Committee Co-Chair and Social Chair, Eastern Carolina Yacht Club

## Application Form

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### Profile

Richard \_\_\_\_\_ Burlazzi \_\_\_\_\_  
First Name Last Name

rburlazzi@suddenlink.net \_\_\_\_\_  
Email Address

113 Pinehurst Drive \_\_\_\_\_  
Home Address

New Bern \_\_\_\_\_ NC \_\_\_\_\_ 28562 \_\_\_\_\_  
City State Postal Code

### What Commissioners District? \*

None Selected

Home: (252) 514-2111 \_\_\_\_\_ Mobile: (252) 617-9058 \_\_\_\_\_  
Primary Phone Alternate Phone

### Which Boards would you like to apply for?

Coastal Carolina Regional Airport Authority: Submitted

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### Interests & Experiences

#### Why are you interested in serving on a board or commission?

So my involvement as a member of the Coastal Carolina Airport Authority will allow my leadership and decision making capability benefit the community as well as provide me with a sense of accomplishment

#### Education Level

Bachelor's Degree or higher

## Application Form

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### Profile

TRAVIS

First Name

B

Middle Initial

MOSER

Last Name

travis.moser@wfadvisors.com

Email Address

311 FAIRWAY DR

Home Address

NEW BERN

City

NC

State

28562

Postal Code

### What Commissioners District? \*

District 4

Mobile: (252) 671-7247

Primary Phone

Business: (252) 772-4023

Alternate Phone

### Which Boards would you like to apply for?

Coastal Carolina Regional Airport Authority: Submitted

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### Interests & Experiences

#### Education Level

Bachelor's Degree or higher

### Application Form

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#### Profile

Robert \_\_\_\_\_ W \_\_\_\_\_ Brinson \_\_\_\_\_  
First Name Middle Initial Last Name

bob.brinson.08@gmail.com \_\_\_\_\_  
Email Address

5012 Lakeshore Drive \_\_\_\_\_  
Home Address

New Bern \_\_\_\_\_ NC \_\_\_\_\_ 28562 \_\_\_\_\_  
City State Postal Code

#### What Commissioners District? \*

District 4

Mobile: (252) 349-3444 \_\_\_\_\_ Home: (254) 289-9144 \_\_\_\_\_  
Primary Phone Alternate Phone

#### Which Boards would you like to apply for?

Craven County ABC Board: Submitted  
Juvenile Crime Prevention Council: Submitted  
Coastal Carolina Regional Airport Authority: Submitted

#### Please list any other Craven County Boards or Commissions you currently serve?

None

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#### Interests & Experiences

##### Why are you interested in serving on a board or commission?

I would like to continue to serve the community in meaningful ways. I am a former military helicopter pilot and am therefore interested in the Airport Authority. I have worked with youth before both in and outside the military and am therefore interested in the JCPC. I have leadership and organizational skills and therefore could be a good fit for the ABC Board. The program is not showing vacancies for the Airport Authority or ABC Board but those were advertised in last month's Sun Journal as having vacancies this year.

[Robert Brinson Resume.docx](#) \_\_\_\_\_  
Upload a Resume

#### Education Level

Bachelor's Degree or higher

## **Business and/or Civic Experience/Involvement**

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I have been both President and Vice President of my kids High School Parent/Teacher/Student Association. I have also been an Elder and Chairman of the Board of Elders of my church. I have been a leader in Approved Workmen Are Not Ashamed (AWANA) for 12 years.

## **Robert (Bob) Brinson**

New Bern, NC  
252-349-3444  
bob.brinson.08@gmail.com

### **PROFESSIONAL SUMMARY**

Proven results-oriented leader that held various executive and operations positions as an Army officer, a helicopter pilot, and an Inspector General for the Army. Demonstrated excellent verbal and oral communications skills with both senior executives and Inspector General students consisting of senior level managers.

### **EXPERIENCE**

#### **Senior Instructor**, United States Army Inspector General School, 2015 – 2019

- Supervised four other instructors in the facilitation of curriculum of eleven classes annually with a through-put of 662 students per year
- Facilitated curriculum for more than 1,600 students leading to certification as Inspector General
- Updated the “Conducting Inspections” curriculum from key skills to learning objectives to instructional materials including books, tutorials, practical exercises, and presentations

#### **Chief of Inspections**, United States Army, Fort Hood, Texas, 2012 – 2015

- Performed as the lead inspector during thirty inspections on various functional programs to ensure efficiency and compliance with law, government policy, and DOD and Army regulations by identifying systemic problems, identifying root causes, and making recommendations for problem solutions
- Coordinated eleven general inspections to demonstrate combat readiness of the inspected unit

#### **Battalion Commander**, United States Army, Camp Zama, Japan, 2010 – 2012

- Led a unit of 60 people including Soldiers, Civilians, Contractors, and Japanese employees consisting of five Blackhawk helicopters and three executive jets
- Managed an annual \$2.5 million budget consisting of 1,250 flying hours while maintaining excellent customer flight service
- After the earthquake, tsunami, and nuclear disaster in 2011 in Japan, task-organized three separate teams to simultaneously perform flight operations in support of humanitarian assistance in northern Japan and in support of a military exercise in the Philippines, while assisting the voluntary departure of family members in central Japan
- United States Army Japan subject matter expert on Aviation subjects and liaison to Japanese Self-Defense Force Aviation Units

#### **Director of Air Operations**, United States Army Central (Forward), Camp Arifjan, Kuwait, 2009 – 2010

- Directly responsible for scheduling for all flight operations in Kuwait and gaining approval of all executive flights in accordance with laws and government policy and regulations
- Lead Aviation Staff Officer and Subject Matter Expert for the US Army Central (Forward)

### **Education**

- Masters of Public Administration, University of Oklahoma
- Bachelor of Science, Political Science (American), United States Military Academy at West Point
- High School Diploma, New Bern Senior High School

**Volunteer History**

- President, Parent Teacher Student Association, West Springfield High School, VA 2017-18
- Vice President, Parent Teacher Student Association, West Springfield High School, VA 2016-17 and 2018-19
- Chairman, Board of Elders, Parkway Bible Church, Springfield, VA 2018-2019

## Application Form

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### Profile

Gwendolyn

First Name

M

Middle Initial

Bryan

Last Name

gwenmb50@gmail.com

Email Address

P.O. Box 7

Home Address

New Bern

City

NC

State

28563

Postal Code

### What Commissioners District? \*

District 3

Mobile: (252) 635-7728

Primary Phone

Home:

Alternate Phone

### Which Boards would you like to apply for?

Craven County Social Services Board: Submitted

---

### Interests & Experiences

#### Why are you interested in serving on a board or commission?

I have a concern for fellow citizens at risk of falling through the cracks.

#### Education Level

Bachelor's Degree or higher

**RESOLUTION**  
**New Bern, North Carolina**  
**Tax Parcel Number 9-046-115**

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by the County, identified as Tax Parcel Number 9-046-115, and being more particularly described herein; and,

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

WHEREAS, the offer to purchase was advertised as required by said statute; and

WHEREAS, the final offer to purchase, after the upset bid period, was for the sum of \$1,300.00 by Charles Petersen; and,

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

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

Section 1. That the last and highest bid of Charles Petersen in the sum of \$1,300.00 for said parcel identified as Tax Parcel Number 9-046-115, and being more particularly described herein, be and the same is hereby accepted as to the County's interest in said property, and the Chairman, County Manager and/or Clerk be and they are hereby authorized and directed to execute a quitclaim deed to the purchaser for the County's interest in said property, and to further execute any and all other documents related to the sale of the same.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has been executed on behalf of the County, upon payment of the purchase price.

Section 3. That the subject property is more particularly described as follows:

All that certain lot or parcel of land lying and being situate in Number Nine (9) Township, Craven County, North Carolina, and being more particularly described as follows:

All of that certain property more fully described in Deed Book 3501, Page 1393 in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 9-046-115.

ADOPTED THIS 1<sup>st</sup> DAY OF JUNE, 2020.

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THOMAS MARK, Chairman

(County Seal)

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NAN HOLTON,  
Clerk to the Board

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NORTH CAROLINA  
CRAVEN COUNTY

Tax Parcel # 9-046-115  
Revenue Stamps \$ 0

THIS DEED, made this \_\_\_\_\_ day of June, 2020, by and between **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantor”); to **CHARLES PETERSEN** (“Grantee”), whose mailing address is 101 Bandon Dr., New Bern, NC 28562 is as follows:

WITNESSETH:

That the Grantor in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the Grantee the property described in **EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**, which said property does not include the primary residence of the Grantor.

TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee, forever free and discharged from all right, title and interest of the Grantor or anyone claiming by, through or under the Grantor.

This conveyance is without warranties of title and is subject to all matters of record.

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Prepared by:  
Sumrell Sugg, P.A.  
Attorneys at Law  
416 Pollock Street  
New Bern, North Carolina 28560

**NO TITLE EXAM REQUESTED OR PERFORMED  
WITHOUT SEPARATE, WRITTEN OPINION ON TITLE  
SIGNED BY PREPARER**

The designations Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, as the case may be.

IN TESTIMONY WHEREOF, CRAVEN COUNTY has caused this instrument to be executed as its act and deed by the Chairman of its Board of Commissioners, attested by its Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Commissioners, as of the day and year first above written.

**CRAVEN COUNTY**

By: \_\_\_\_\_  
THOMAS MARK, Chairman  
Craven County Board of Commissioners

(COUNTY SEAL)

ATTEST:

\_\_\_\_\_  
NAN HOLTON, Clerk  
Craven County Board of Commissioners

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, Notary Public in and for said County and State, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared THOMAS MARK, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that NAN HOLTON is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate described in and which executed the foregoing instrument; that she knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

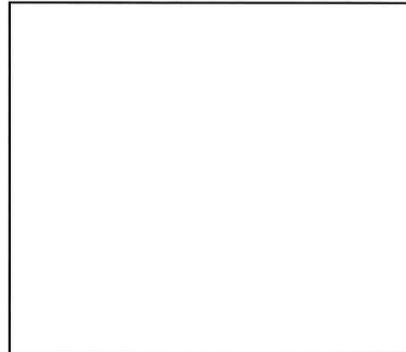
WITNESS my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2020.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

NOTARY SEAL/STAMP MUST APPEAR  
LEGIBLY IN BOX TO RIGHT



## EXHIBIT A

Commencing at a PK nail set at the centerline intersections of the Atlantic and North Carolina Railroad and SR 1224 and running thence along with the centerline of said railroad south 67 degrees 30 minutes east 3781.18 feet to a point, thence leaving the centerline of said railroad and running south 42 degrees 44 minutes 29 seconds west 106.56 feet to a found iron pin in the southern right of way line of the railroad. Running thence from said point of beginning south 42 degrees 44 minutes 29 seconds west 557.52 feet to a found iron pin, thence north 0 degrees 8 minutes 7 seconds east 125.0 feet to a set iron pin, thence north 41 degrees 31 minutes 4 seconds east 431.02 feet to an iron pin set in the southern right of way line of said railroad, running thence along with southern right of way line of said railroad south 67 degrees 30 minutes east 100 feet to a found iron pin, the point of beginning. Said tract containing one acre and being a portion of that land conveyed to Dorothy A. Joyner by deed of record in Book 666 at page 62 Craven County Registry.

For further reference see deed recorded in the Office of the Register of Deeds of Craven County in Book 1493, at Page 461.

This property is also commonly referred to by its tax parcel identification number which is 9-046-115.

Being also that same property conveyed to Craven County by Commissioner's Deed recorded May 17, 2017 in Deed Book 3501, at Page 1393, in the Craven County Registry.

SUBJECT to any and all liens, restrictive covenants and easements appearing of record.

This parcel is not the primary residence of the grantor.

**OWNER AFFIDAVIT AND INDEMNITY AGREEMENT  
(NO RECENT IMPROVEMENTS AND NO EXECUTORY CONTRACTS FOR IMPROVEMENTS)**

**PARTIES:** All parties identified in this section must execute this Agreement.

Owner: **Craven County, a body politic and corporate**

(NOTE: A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

**PROPERTY:** See "EXHIBIT A" attached hereto and incorporated herein by reference

(Insert street address or brief description and/or attach a description as Exhibit A. Include here any real estate that is a portion of a larger, previously unsegregated tract when that area is reasonably necessary for the convenient use and occupation of Improvements on the larger tract.)

**DEFINITIONS:** The following capitalized terms as used in this Agreement shall have the following meanings:

- **Improvement:** All or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, including trees and shrubbery, driveways, and private roadways on the Property as defined below.
- **Labor, Services or Materials:** ALL labor, services, materials for which a lien can be claimed under NCGS Chapter 44A, Article 2, including but not limited to professional design services (including architectural, engineering, landscaping and surveying) and/or rental equipment.
- **Contractor:** Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner of real property for the making of an Improvement thereon. (Note that services by architects, engineers, landscapers, surveyors, furnishers of rental equipment and contracts for construction on Property of Improvements are often provided before there is visible evidence of construction.)
- **120-Day Lien Period:** The 120 days immediately preceding the date of recordation of the letter of the deed to purchaser or deed of trust to lender in the Office of the Register of Deeds of the county in which the Property is located.
- **Owner:** Any person or entity, as defined in NCGS Chapter 44A, Article 2, who has or has had any interest in the Property within the 120-Day Lien Period. For the purposes of this Agreement, the term Owner includes: (i) a seller of the Property or a borrower under a loan agreement secured by the Property; (ii) a person with rights to purchase the Property under a contract and for whom an Improvement is made and who ordered the Improvement to be made; and (iii) the Owner's successors in interest and agents of the Owner acting within their authority.
- **Company:** The title insurance company providing the title policy for the transaction contemplated by the parties herein.
- **Property:** The real estate described above or on Exhibit A and any leaseholds, tenements, hereditaments, and improvements placed thereon.
- All defined terms shall include the singular or plural as required by context.

**AGREEMENT:** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the purchase of the Property by a purchaser and/or the making of a loan by a lender secured by a deed of trust encumbering the Property and the issuance of a title insurance policy or policies by Company insuring title to the Property without exception to liens for Labor, Services or Materials; Owner first being duly sworn, deposes, says and agrees:

1. **Certifications:** Owner certifies that at no time during the 120-Day Lien Period have any Labor, Services or Materials been furnished in connection with a contract, express or implied, for Improvements to the Property (including architectural, engineering, landscaping or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A) nor have any Labor, Services or Materials been furnished on the Property prior to the 120-Day Lien Period that will or may be completed after the date of this affidavit OR only minor repairs and/or alterations to pre-existing Improvements have been made and Owner certifies such repairs and/or alterations have been completed and those providing Labor, Services or Materials for the repairs have been paid in full. The Owner further certifies that no Mechanics Lien Agent has been appointed.

2. **Reliance and Indemnification:** This Agreement may be relied upon by the purchaser in the purchase of the Property, a lender to make a loan secured by a deed of trust encumbering the Property and by Company in issuance of a title insurance policy or policies insuring title to the Property without exception to matters certified in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon Owner and anyone claiming by, through or under Owner.

Owner agrees to indemnify and hold purchaser, lender, and Company harmless of and from any and all loss, cost, damage and expense of every kind, and attorney's fees, costs and expenses, which the purchaser, lender or Company shall or may incur or become liable for, directly or indirectly, as a result of reliance on the certifications of Owner made herein or in enforcement of the Company's rights hereunder.

3. **NCLTA Copyright and Entire Agreement:** This Agreement and any attachments hereto represent the entire agreement between the Owner and the Company, and no prior or contemporaneous agreement or understanding inconsistent herewith (whether oral or written) pertaining to such matters is effective. THIS IS A COPYRIGHT FORM and any variances in the form provisions hereof must be specifically stated in the blank below and agreed to in writing by the Company.

No modification of this Agreement, and no waiver of any of its terms or conditions, shall be effective unless made in writing and approved by the Company.

<b>PROVIDING A FALSE AFFIDAVIT IS A CRIMINAL OFFENSE</b>		
<b>EXECUTION BY OWNER</b>		
<p><b>Craven County, a body politic and corporate</b></p>  <p>By: _____</p> <p>Printed or Typed Name/Title: _____</p> <p>(Seal)</p>	<p>State of <u>NORTH CAROLINA</u> County of <u>Craven</u></p> <p>Signed and sworn to (or affirmed) before me this day by</p> <p>_____</p> <p>As _____ of</p> <p><u>Craven County, a body politic and corporate.</u></p> <p>Date: _____</p> <p>_____, Notary Public</p> <p>My Commission Expires: _____</p>	<p>(Notary Seal)</p>

## EXHIBIT A

Commencing at a PK nail set at the centerline intersections of the Atlantic and North Carolina Railroad and SR 1224 and running thence along with the centerline of said railroad south 67 degrees 30 minutes east 3781.18 feet to a point, thence leaving the centerline of said railroad and running south 42 degrees 44 minutes 29 seconds west 106.56 feet to a found iron pin in the southern right of way line of the railroad. Running thence from said point of beginning south 42 degrees 44 minutes 29 seconds west 557.52 feet to a found iron pin, thence north 0 degrees 8 minutes 7 seconds east 125.0 feet to a set iron pin, thence north 41 degrees 31 minutes 4 seconds east 431.02 feet to an iron pin set in the southern right of way line of said railroad, running thence along with southern right of way line of said railroad south 67 degrees 30 minutes east 100 feet to a found iron pin, the point of beginning. Said tract containing one acre and being a portion of that land conveyed to Dorothy A. Joyner by deed of record in Book 666 at page 62 Craven County Registry.

For further reference see deed recorded in the Office of the Register of Deeds of Craven County in Book 1493, at Page 461.

This property is also commonly referred to by its tax parcel identification number which is 9-046-115.

Being also that same property conveyed to Craven County by Commissioner's Deed recorded May 17, 2017 in Deed Book 3501, at Page 1393, in the Craven County Registry.

SUBJECT to any and all liens, restrictive covenants and easements appearing of record.

This parcel is not the primary residence of the grantor.



**CRAVEN COUNTY**

**RESOLUTION**

THAT WHEREAS, Craven County has received an Offer to Purchase a parcel of property owned by it identified as 2203 Chestnut Ave., New Bern, NC, Tax Parcel Number 8-037-001, and more particularly described Deed Book 3569, Page 529 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 1<sup>st</sup> DAY OF JUNE, 2020.

\_\_\_\_\_  
THOMAS MARK, Chairman

(County Seal)

\_\_\_\_\_  
NAN HOLTON,  
Clerk to the Board

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

JK INVESTMENT HOLDINGS LLC, 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: 2203 CHESTNUT AVE

Subdivision Name: PEMBROKE

Tax Parcel ID No.: 8-037-001

Plat Reference: \_\_\_\_\_

Being all of that property more particularly described in Deed Book 3569, Page 529 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 375.00 and shall be paid as follows:

(a) \$ 20.00, 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) \$ 355.00, 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 JK INVESTMENT HOLDINGS LLC

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 KDC Seller Initials \_\_\_\_\_

13. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.
14. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).
15. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
17. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.
18. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:

(If an individual)

\_\_\_\_\_ (SEAL)

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

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

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

Phone: \_\_\_\_\_

SELLER

CRAVEN COUNTY

By: \_\_\_\_\_ (SEAL)

Its: \_\_\_\_\_

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

(If a business entity)

CITY OF NEW BERN

By: KYLE T KATOVINE (SEAL)

Its: OWNER

Date: 04/01/2020

Address: 2600 NEWBERN AVE

NEW BERN NC 28562

Phone: 877-368-2620

By: \_\_\_\_\_ (SEAL)

Its: \_\_\_\_\_

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

Buyer Initials KTC 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 12/11/2019 10:54:50 AM

**Parcel ID :** 8-037 -001  
**Owner :** CRAVEN COUNTY & NEW BERN-CITY OF  
**Mailing Address :** PO BOX 1128 NEW BERN NC 28563  
**Property Address :** 2203 CHESTNUT AVE  
**Description :** 408 PEMBROKE  
**Lot Description :**



---

**Assessed Acreage :** 0.061                      **Calculated Acreage :** 0.060  
**Deed Reference :** 3569-0529              **Recorded Date :** 5 3 2019  
**Recorded Survey :** 5-2-  
**Estate Number :**  
**Land Value :** \$750                      **Tax Exempt :** Yes  
**Improvement Value :** \$0                      **# of Improvements :** 0  
**Total Value :** \$750  
**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
5/3/2019	ROBINSON, WILLIAM JAMES HRS	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$4,500
1/1/1969	ROBINSON, WILLIAM JAMES	ROBINSON, WILLIAM JAMES HRS	MULTI-PARCEL- SALE	\$0

### List of Improvements to Site

No improvements listed for this parcel

Doc No: 10037197  
Recorded: 05/03/2019, 11:25:24 AM  
Fee Amt: \$35.00 Page 1 of 2  
Revenue Tax: \$9.00  
CRAVEN County, North Carolina  
Sherri B. Richard Register of Deeds  
Bk 3569 Pg 529

Prepared by: Zacchaeus Legal Services

Revenue Stamps \$9.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

ID# 8 037 001

This deed, made this 10th day of April, 2019, by MARK D. BARDILL, Commissioner, to the County of Craven and the City of New Bern of P.O. Box 1128, New Bern, North Carolina, 28563.

WITNESSETH:

That whereas the said MARK D. BARDILL was appointed Commissioner under an order of the District Court, in the tax foreclosure proceeding entitled Craven County versus The Heirs, Assigns and Devisees of Willie Gertrude Robinson and spouse, if any, Linda Darden and spouse, if any, and the City of New Bern, et al, File No. 05-CVD-679; and said MARK D. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK D. BARDILL, Commissioner, did on the 6th day of February, 2019, offer the land hereinafter described at a public sale at the Craven County Courthouse door, in New Bern, North Carolina, and then and there the said County of Craven and the City of New Bern became the last and highest bidder for said land for the sum of \$4,179.83; and no upset or increased bid having been made within the time allowed by law, and said sale having been confirmed by said Court, and said MARK D. BARDILL, Commissioner, having been ordered to execute a deed to said purchaser upon payment of the purchase money;

Now, therefore, for and in consideration of the premises and the sum of \$4,179.83, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said County of Craven and the City of New Bern, and their successors, heirs and assigns that certain parcel or tract of land, situated in Number Eight Township, Craven County, North Carolina, and described as follows:

That certain tract or parcel of land in the City of New Bern, Craven County, North Carolina, and being more particularly described as follows: The western one-half of lot No. 408 lying and being situated in Number Eight Township, Craven County, North Carolina, in that area known as Pembroke, a map or plot of which is recorded in Map Book 1, at Page 164, 165 in the office of the Register of Deeds of Craven County.

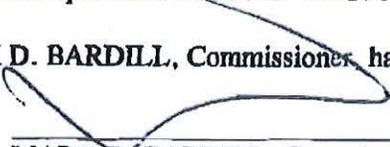
Subject to restrictive covenants and easements of record.

**Parcel Identification Number: 8 037 001**

To have and to hold the aforesaid tract of land, to the said County of Craven and the City of New Bern, and their successors, heirs and assigns forever, in as full and ample manner as said MARK D. BARDILL, Commissioner as aforesaid, is authorized and empowered to convey the same.

The title conveyed by this Commissioner's Deed is held pursuant to 105-376, with the County of Craven having disbursed \$1,814.93 and the City of New Bern having disbursed \$480.99 in reimbursable costs, that taxes, interest and penalties due the County of Craven which constitute a 1st and prior lien as of the date of sale total \$1,112.46, that taxes, interest and penalties due the City of New Bern which constitute a 1st and prior lien as of the date of sale total \$556.45. Upon subsequent sale of the property, the proceeds will be distributed between the County of Craven and the City of New Bern pursuant to Section 105-376.

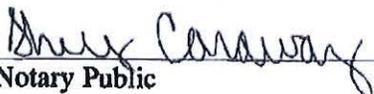
In witness whereof, the said MARK D. BARDILL, Commissioner, hath hereunto set his hand and seal.

  
\_\_\_\_\_  
(SEAL)  
MARK D. BARDILL, Commissioner

**NORTH CAROLINA  
PAMLICO COUNTY**

I, Shelly Caraway of said County, do hereby certify that MARK D. BARDILL, Commissioner, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and official seal this the 10th day of April, 2019.

  
\_\_\_\_\_  
Notary Public

My commission expires: 07/01/2023



Doc No: 10037197

Bk 3569 Pg 530



# 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 May 20, 2020 at 9:35:16 AM



1 inch = 138 feet



**CRAVEN COUNTY**

**RESOLUTION**

THAT WHEREAS, Craven County has received an Offer to Purchase a parcel of property owned by it identified as S West Craven Middle School Road, New Bern, NC, Tax Parcel Number 9-048-181, and more particularly described Deed Book 3383, Page 228 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 1<sup>st</sup> DAY OF JUNE, 2020.

\_\_\_\_\_  
THOMAS MARK, Chairman

(County Seal)

\_\_\_\_\_  
NAN HOLTON,  
Clerk to the Board

**NORTH CAROLINA**

**OFFER TO PURCHASE AND CONTRACT**

**CRAVEN COUNTY**

JAMIE NOE , as Buyer, hereby offers to purchase and CRAVEN COUNTY, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

**1. REAL PROPERTY:** Located in Township 9, Craven County, North Carolina, being known as and more particularly described as:

Street Address: N/A  
Subdivision Name: N/A  
Tax Parcel ID No.: 9-048-181  
Plat Reference: N/A

Being all of that property more particularly described in Deed Book 3383 Page 228 in the Craven County Registry.

**2. PURCHASE PRICE:** The purchase price is \$5,000.00 and shall be paid as follows:

- (a) \$500.00, EARNEST MONEY DEPOSIT with this offer by  cash  bank check  certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.
- (b) \$4,500.00 BALANCE of the purchase price in cash or readily available funds at Closing.

**3. CONDITIONS:**

- (a) This contract is not subject to Buyer obtaining financing.
- (b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (c) The Property is being sold subject to all liens and encumbrances of record, if any.
- (d) Other than as provided herein, the Property is being conveyed "as is".
- (e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.
- (f) Title shall be delivered at Closing by QUITCLAIM DEED

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

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

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

**7. EVIDENCE OF TITLE:** Not Applicable.

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

JAMIE P. NOE REVOCABLE TRUST AGREEMENT, or assigns.

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

**10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:**

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

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

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

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

Buyer Initials   JN   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: JAMIE P. NOBLE SR  
 (If an individual)

SELLER  
 CRAVEN COUNTY

\_\_\_\_\_(SEAL)  
 Name: JAMIE P. NOBLE SR

By: \_\_\_\_\_ (SEAL)

Date: 5/19/10

Its: \_\_\_\_\_

Address: 301 BORDERS FARM  
NEW BERN, NC 28560

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

Phone: 910 637-9247

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

**NAVY**  
**FEDERAL**  
Credit Union

PO Box 3000  
Merrifield, VA 22119-3000  
navyfederal.org

68-7497  
2560

**Cashier's Check**

Serial No.	Account No.	Date	Amount
0449258827	7098544997	05/19/20	\$*****500.00

**Pay**  
to the **CRAVEN COUNTY**  
Order of

REMITTER: JAMIE P NOE

*Jennifer Linnay*  
Authorized Signature

© 2014 Navy Federal NFCU C98 (6-14)

⑆256074974⑆ 280912 ⑈00⑈

### 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 5/18/2020 4:21:27 PM

**Parcel ID :** 9-048 -181  
**Owner :** CRAVEN COUNTY  
**Mailing Address :** PO BOX 1128 NEW BERN NC 28563  
**Property Address :** S WEST CRAVEN MIDDLE SCHOOL RD  
**Description :** WILLIAMS  
**Lot Description :**



**Subdivision :**

---

**Assessed Acreage :** 6.630      **Calculated Acreage :** 6.630  
**Deed Reference :** 3383-0228      **Recorded Date :** 9 3 2015  
**Recorded Survey :**  
**Estate Number :**  
**Land Value :** \$8,950      **Tax Exempt :** Yes  
**Improvement Value :** \$0      **# of Improvements :** 0  
**Total Value :** \$8,950  
**City Name :**      **Fire tax District :** TOWNSHIP 9  
**Drainage District :**      **Special District :**  
**Land use :** AG-MKT AC W/NO CROPS, FOREST

#### Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
9/3/2015	BRYANT, NATHAN HEIRS	CRAVEN COUNTY	STRAIGHT TRANSFER	\$6,500

#### List of Improvements to Site

No improvements listed for this parcel

Image ID: 00002489951 Type: CRP  
Recorded: 09/03/2015 at 12:00:28 PM  
Fee Amt: \$39.00 Page 1 of 2  
Revenue Tax: \$13.00  
Workflow# 0000140934-0001  
Craven, NC  
Sherril B. Richard Register of Deeds  
BK **3383** PG **228**

Workfile No. 0000140934-0001

Prepared by: Zacchaeus Legal Services  
Return to: Zacchaeus Legal Services, P.O. Box 25, Trenton, NC 28585

Revenue Stamps \$13.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

ID# 9 048 181

This deed, made this 2nd day of September, 2015, by MARK D. BARDILL, Commissioner, to Craven County of P.O. Box 1128, New Bern, North Carolina, 28563.

WITNESSETH:

That whereas the said MARK D. BARDILL was appointed Commissioner under an order of the District Court, in the tax foreclosure proceeding entitled Craven County versus Joe Nathan Bryant and spouse, if any, David Lee Bryant and spouse, if any, Clayton Eugene Bryant and spouse, if any, Ednera Bryant and spouse, if any, Mary Frances Bryant and spouse, if any, Annie Ruth Bryant and spouse, if any, Cora Mae Bryant and spouse, if any, Judith Ann Bryant a/k/a Judith Ann Bryant and spouse, if any, John Doe, as the four children of Esther Bryant named as devisees under the will of Nathan Bryant, Jane Doe, as the members of the Bryant family who were devised a right to purchase under the will of Nathan Bryant, et al, File No. 06-CVD-2299; and said MARK D. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK D. BARDILL, Commissioner, did on the 16th day of June, 2015, offer the land hereinafter described at a public sale at the Craven County Courthouse door, in New Bern, North Carolina, and then and there the said Craven County became the last and highest bidder for said land for the sum of \$6,210.70; and no upset or increased bid having been made within the time allowed by law, and said sale having been confirmed by said Court, and said MARK D. BARDILL, Commissioner, having been ordered to execute a deed to said purchaser upon payment of the purchase money;

Now, therefore, for and in consideration of the premises and the sum of \$6,210.70, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said Craven County, and their successors, heirs and assigns that certain parcel or tract of land, situated in No. 9 Township, Craven County, North Carolina, and described as follows:

WVA 2

A certain tract or parcel of land in Craven County, North Carolina, No. 9 Township, bounded and described as follows:

Adjoining the lands of G.D. Dortch and others, beginning at the run of Greentree branch in G.D. Dortch's line and runs along said Dortch's line reversed south 67 west 97 poles to Dortch's corner a stake, thence north 23 west 53 poles to a lightwood stake, thence north 67 east 86 poles to the run of Greentree branch and down said branch to the beginning, containing thirty acres more or less.

EXCEPTING from the above described tract of land 15 3/4 acres thereof as conveyed and described in the deed from Samuel Williams and wife, Lucy Williams, to Jane Turner, dated January 11, 1905, and recorded in the office of the Register of Deeds of Craven County in Book 153, Page 78, reference to which is hereby made.

LESS AND EXCEPTING that property as described in that deed from Nathan Bryant and wife, Colia Bryant, to David Bryant and wife, Dositia Bryant, which deed is dated and recorded October 26, 1948, in Deed Book 421, Page 135, Craven County Registry.

Subject to restrictive covenants and easements of record.

Parcel Identification Number : 9 048 181

To have and to hold the aforesaid tract of land, to the said Craven County, and their successors, heirs and assigns forever, in as full and ample manner as said MARK D. BARDILL, Commissioner as aforesaid, is authorized and empowered to convey the same.

In witness whereof, the said MARK D. BARDILL, Commissioner, hath hereunto set his hand and seal.

 (SEAL)  
MARK D. BARDILL, Commissioner

NORTH CAROLINA  
CRAVEN COUNTY

I, Shelly D Daugherty of said County, do hereby certify that MARK D. BARDILL, Commissioner, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and official seal this the 2nd day of September, 2015.

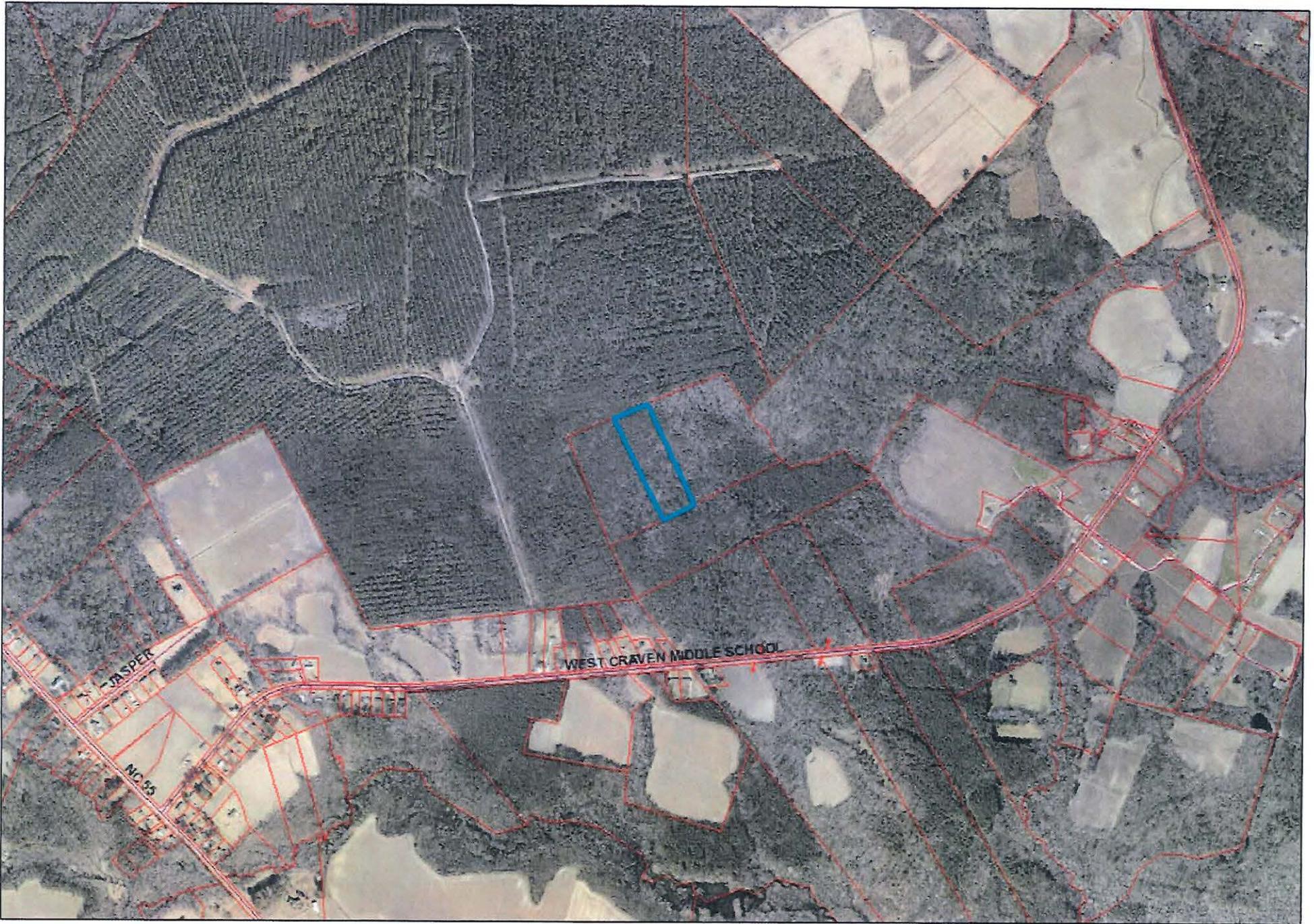
  
Notary Public

My comraission expires: 06/05/2017



Image ID: 00002499852 Type: CRP  
Page 2 of 2

BK 3383 PG 229



# 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 May 18, 2020 at 4:38:43 PM



1 inch = 1051 feet



**RESOLUTION**  
**209 Lawson Street, New Bern (Tax Parcel Number 8-011-162)**  
**Conveyance of Interests to City of New Bern**

THAT WHEREAS, Craven County (the “County”) acquired an interest in that certain property more commonly referred to as 209 Lawson Street, New Bern, North Carolina, and further identified as Tax Parcel Number 8-011-162 (the “Real Property”); and,

WHEREAS, the County and the City acquired a shared interest in the Real Property, through a tax foreclosure, as evidenced by that certain Deed recorded in Deed Book 3561 at Page 104 in the Craven County Registry; and,

WHEREAS, the City intends to demolish the dilapidated improvements on the Real Property, in accordance with its duly enacted ordinances; and,

WHEREAS, the City has offered to share the costs of such demolition with the County in proportion to the parties’ respective ownership interests, or to undertake all costs related to the same in exchange for the County conveying its interest in the Real Property to the City; and,

WHEREAS, the Board of Commissioners is authorized to convey the County’s interest in the Real Property to the City, “upon such terms and conditions as it deems wise, with or without consideration” pursuant to North Carolina General Statute §160A-274; and,

WHEREAS, the Board of Commissioners deems it advisable and in the best interest of the County to convey its interest in the Real Property to the City by quitclaim deed.

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

Section 1. That the Real Property be conveyed to the City, by quitclaim deed, without cash consideration but with the express consideration and requirement that all costs of demolition of improvements at the Real Property shall be the sole responsibility of the City.

Section 2. That the Chairman, County Manager and/or Clerk be and they are hereby authorized and directed to execute any and all documents necessary to accomplish the purposes of this Resolution.

ADOPTED 1<sup>st</sup> DAY OF JUNE, 2020.

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THOMAS MARK, Chairman

(County Seal)

---

NAN HOLTON,  
Clerk to the Board

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Prepared by and return to:

Michael Scott Davis  
DAVIS HARTMAN WRIGHT PLLC  
209 Pollock Street  
New Bern, NC 28560

Tax Parcel No. 8-011-162  
Revenue Stamps \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

**QUITCLAIM DEED**

THIS QUITCLAIM DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantor”); to the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina (“Grantee”), whose mailing address is Post Office Box 1129, New Bern, North Carolina 28563;

WITNESSETH:

That said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor paid by the Grantee, the receipt of which is hereby acknowledged, has remised and released, and by these presents does remise, release and forever quitclaim unto the Grantee, Grantee’s successors and assigns, pursuant to N.C.G.S. Section 160A-274, its interest in the following described property, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

*The property herein conveyed does not include the primary residence of the Grantor.*

---

DAVIS HARTMAN WRIGHT PLLC  
Attorneys at Law  
209 Pollock Street  
New Bern, NC 28560

TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee, Grantee's successors and assigns, free and discharged from all right, title, claim or interest of the said Grantor or anyone claiming by, through or under the Grantor.

IN TESTIMONY WHEREOF, **CRAVEN COUNTY** has caused this instrument to be executed as its act and deed by the Chairman of its Board of Commissioners, attested by its Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Commissioners, as of the day and year first above written.

**CRAVEN COUNTY**

[SEAL]

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

ATTEST:

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

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, \_\_\_\_\_, Notary Public in and for said County and State, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared THOMAS F. MARK with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that NAN HOLTON is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate described in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

EXHIBIT A

All that certain tract or parcel of land lying and being situated in the City of New Bern, Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

Adjoining the lands of Eliza Allen and Evaline Shepherd et al., bounded as follows: beginning at a point in the west side of Lawson Street as laid out in the plot of land surveyed by H. A. Brown, surveyor, which plot of land is registered in the Office of the Register of Deeds of Craven County, North Carolina in Book 126, Page 501, to which reference is made, being Lot #16 according to said plot or plan.

Subject to any and all liens, restrictive covenants and easements appearing of record.

This property is also commonly referred to by its tax parcel identification number which is 8-011-162.

## 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 5/19/2020 11:26:54 AM

**Parcel ID :** 8-011 -162  
**Owner :** CRAVEN COUNTY & NEW BERN-CITY  
**Mailing Address :** 406 CRAVEN ST NEW BERN NC 28560  
**Property Address :** 209 LAWSON ST  
**Description :** 209 LAWSON; LOT 16 JONES  
**Lot Description :**



**Subdivision :**

---

**Assessed Acreage :** 0.101      **Calculated Acreage :** 0.100  
**Deed Reference :** 3561-0104      **Recorded Date :** 2 13 2019  
**Recorded Survey :**  
**Estate Number :**  
**Land Value :** \$7,500      **Tax Exempt :** Yes  
**Improvement Value :** \$16,890      **# of Improvements :** 1  
**Total Value :** \$24,390  
**City Name :** NEW BERN      **Fire tax District :**  
**Drainage District :**      **Special District :**  
**Land use :** RESIDENTIAL - ONE FAMILY UNIT

### Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
2/13/2019	CRAVEN COUNTY	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$0
8/8/2018	BROWN, VEANNA BELL HRS	CRAVEN COUNTY	STRAIGHT TRANSFER	\$7,500

### List of Improvements to Site

Type of Structure	Year Built	Base Area 1st Floor	Value
RESIDENTIAL CONSTRUCTION	1950	792	\$16,890

Doc No: 10033669  
Recorded: 02/13/2019, 03:30:32 PM  
Fee Amt: \$26.00 Page 1 of 4

CRAVEN County, North Carolina  
Sherril B. Richard Register of Deeds

Bk 3561 Pg 104

NORTH CAROLINA  
CRAVEN COUNTY

Tax Parcel # 8-011-162  
Revenue Stamps \$ 0

THIS DEED, made this 28<sup>th</sup> day of January, 2019, by and between CRAVEN COUNTY, a body politic and corporate of the State of North Carolina, a municipal corporation of the State of North Carolina ("Grantor"); to CRAVEN COUNTY and the CITY OF NEW BERN whose mailing addresses are: 406 Craven St., New Bern, NC 28560 and 300 Pollock St., New Bern, NC 28560, respectively, collectively as Grantees.

WHEREAS, the property described herein was acquired by Grantor through a tax foreclosure sale, which left Grantee's tax liens intact;

WHEREAS, Grantor wishes to avoid foreclosure by Grantee for Grantee's existing tax liens; and

WHEREAS, Grantee is willing to accept this conveyance in lieu of foreclosure by Grantee of its tax liens.

WITNESSETH:

That the Grantor in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the Grantee the property described in **EXHIBIT A ATTACHED HERETO**

---

Prepared by:  
Sumrell Sugg, P.A.  
Attorneys at Law  
416 Pollock Street  
New Bern, North Carolina 28560

**NO TITLE EXAM REQUESTED OR PERFORMED  
WITHOUT SEPARATE, WRITTEN OPINION ON TITLE  
SIGNED BY PREPARER**

*Sumrell*

**AND INCORPORATED HEREIN BY REFERENCE**, which said property does not include the primary residence of the Grantor.

TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee, forever free and discharged from all right, title and interest of the Grantor or anyone claiming by, through or under the Grantor.

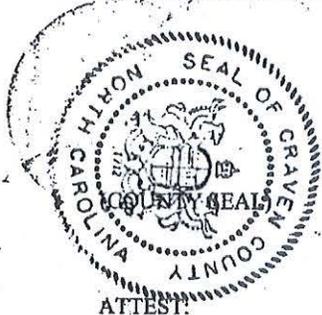
This conveyance is without warranties of title and is subject to all matters of record.

The designations Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, as the case may be.

Regarding Parcel ID 8-011-162 the title conveyed by this Deed is held pursuant to N.C. Gen. Stat. § 105-376, with Craven County having \$4,938.42 in taxes, interest, penalties, fees and costs associated with this matter and the City of New Bern having \$2,534.11 in liens, taxes, interest, penalties, fees and costs associated with this matter, all of which constitute a first and prior lien as of the date of the sale. Upon subsequent sale of this parcel, the proceeds will be distributed between Craven County and the City of New Bern pursuant to N.C. Gen. Stat. § 105-376.

IN TESTIMONY WHEREOF, **CRAVEN COUNTY** has caused this instrument to be executed as its act and deed by the Chairman of its Board of Commissioners, attested by its Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Commissioners, as of the day and year first above written.

**CRAVEN COUNTY**



ATTEST:

  
NAN HOLTON, Clerk  
Craven County Board of Commissioners

By:   
GEORGE LINER, Chairman  
Craven County Board of Commissioners

Doc No: 10033669

Bk 3561 Pg 105

STATE OF NORTH CAROLINA  
COUNTY OF Craven

I, Alison J. Newcombe, Notary Public in and for said County and State, do hereby certify that on the 28<sup>th</sup> day of January, 2019, before me personally appeared GEORGE LINER, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that NAN HOLTON is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate described in and which executed the foregoing instrument; that she knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the 28<sup>th</sup> day of January, 2019.

My Commission Expires:  
June 1, 2019

Alison J. Newcombe  
NOTARY PUBLIC

NOTARY SEAL/STAMP MUST APPEAR  
LEGIBLY IN BOX TO RIGHT



EXHIBIT A

All that certain tract or parcel of land lying and being in the City of New Bern, Craven County, State of North Carolina and more particularly described as follows:

Adjoining the lands of Eliza Allen and Evaline Shepherd et. al., bounded as follows; beginning at a point in the west side of Lawson Street as laid out in the plot of land surveyed by H.A. Brown, surveyor, which plot of land is registered in the office of the Register of Deeds of Craven County, North Carolina in Book 126 page 501, to which reference is made, being Lot# 16 according to said plot or plan.

This parcel is not the primary residence of the grantor.

SUBJECT to any and all liens, restrictive covenants and easements appearing of record.

This property is also commonly referred to by its tax parcel identification number which is 8-011-162.

Doc No: 10033669  
Ek 3561 Pg 107

