

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MONDAY, FEBRUARY 6, 2012
7:00 P.M.**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVE MINUTES OF JANUARY 17, 2012 REGULAR SESSION AND
JANUARY 20, 2012 RECONVENED SESSION

1. CHAIRMAN'S PRIVILEGE: SPECIAL PRESENTATION
2. PETITIONS OF CITIZENS
 - A. Ray Griffin
 - B. Michael McMillan
 - C. Brenda Harris
3. RESOLUTIONS/PROCLAMATIONS
 - A. Resolution Recognizing Don Phillips: Chairman Allen
 - B. Request for Child Abuse Prevention Month Proclamation
4. CRAVEN AGING PLANNING BOARD REQUEST: Georgia Newkirk,
Chair
5. TAX DEPARTMENT MATTERS: Ronnie Antry, Tax Administrator
 - A. Tax Releases and Refunds
 - B. Request for Authorization to Advertise Tax Liens
6. VETERANS' CEMETERY ENDORSEMENT: Chairman Allen
7. PLANNING DEPARTMENT MATTERS
 - A. Request to Set Public Hearing – James City CDBG: Chip Bartlett,
Holland Consulting Planners
 - B. Subdivision for Approval: Don Baumgardner, Planning Director
8. BUDGET AMENDMENTS: Rick Hemphill, Assistant County Manager,
Finance and Administration
9. APPOINTMENTS

10. COUNTY ATTORNEY'S REPORT: Jim Hicks
11. COUNTY MANAGER'S REPORT: Jack Veit
12. COMMISSIONERS' REPORTS

Agenda Date: February 7, 2012
Presenter: Chairman Allen
Agenda Item No. 1
Board Action Required: No

CHAIRMAN'S PRIVILEGE: SPECIAL PRESENTATION

Agenda Date: February 7, 2012
Presenter: _____
Agenda Item No. 2
Board Action Required: No

PETITIONS OF CITIZENS

A. RAY GRIFFIN

Mr. Griffin will address the Board concerning government matters.

B. MICHAEL MCMILLAN

Mr. McMillan wishes to present an update on operations at Religious Community Services. (See Attachment #2.B.)

C. BRENDA HARRIS

Ms. Harris will address the Board concerning a tax matter.

Board Action: Receive information

Agenda Date: February 7, 2012
Presenter: Chairman Allen
Agenda Item No. 3
Board Action Required: Yes

RESOLUTIONS/PROCLAMATIONS

A. RESOLUTION RECOGNIZING DON PHILLIPS

The Chairman will present the resolution which appears as Attachment #3.A. celebrating the life and contributions of former Craven County Commissioner, Don Phillips.

B. REQUEST FOR CHILD ABUSE PREVENTION MONTH PROCLAMATION

The proclamation which appears as Attachment #3.B. was submitted by the Guardian ad Litem Program.

Board Action: Consider resolution and proclamation for adoption

Agenda Date: February 7, 2012
Presenter: Georgia Newkirk
Agenda Item No. 4
Board Action Required: Yes

CRAVEN AGING PLANNING BOARD REQUEST

Georgia Newkirk, Chair of the Craven Aging Planning Board, will submit a request for use of additional HCCBG grant funds as detailed in Attachment #4. Alfreda Stout, Assistant Social Services Director, will be present to help with questions the Board may have.

Board Action: Consider approval of funding plan. A roll call vote will be needed if the Board's action includes allocation of any new County funds.

Agenda Date: February 7, 2012
Presenter: Ronnie Antry
Agenda Item No. 5
Board Action Required: Yes

TAX DEPARTMENT MATTERS

A. TAX RELEASES AND REFUNDS

Craven County Tax Administrator, Ronnie Antry, will present the routine requests for tax releases and refunds contained in Attachment #5.A. for the Board's approval.

Board Action: A roll call vote is needed to approve tax releases and refunds

B. REQUEST FOR AUTHORIZATION TO ADVERTISE TAX LIENS

As is done at this time each year, Mr. Antry will present the amount of 2011 taxes that remain unpaid, which are a lien upon real estate, pursuant to NCGS 105-369(a).

The statute also requires the Board to order advertisement of the liens in a newspaper of general circulation. He will request authorization to advertise in *The Sun Journal* on April 11, 2012.

Board Action: Direct advertisement of liens as requested

Agenda Date: February 7, 2012
Presenter: Chairman Allen
Agenda Item No. 6
Board Action Required: Yes

VETERANS' CEMETERY ENDORSMENT

The County received a request by Dr. Frank Mamarose for the County's endorsement of a proposal to convert Forest Oaks Memorial Gardens to a state or national veterans' cemetery. Attachment #6 includes his request, a copy of Havelock's endorsement, and a proposed letter of endorsement from the County, should the Board choose to issue it.

Board Action: Consider approval of request

PLANNING DEPARTMENT MATTERS

A. REQUEST TO SET PUBLIC HEARING – JAMES CITY CDBG:
Chip Bartlett, Holland Consulting Planners

The final unit scheduled for replacement under the on-going CDBG Program in James City will not be treated due to a recent change in occupancy status. The home at 310 Kennedy Drive which was occupied by Ms. Hicksy Green is now vacant. Ms. Green was moved into a care facility temporarily. She is now residing with family out of state for health reasons. The change in this activity will result in surplus funds that can be used within the current target area. Note: Due to time constraints, the funds may not be used outside of the target area because all of the environmental review approvals are associated with the current target boundary. All other proposed housing and public works activities are complete. The CDBG Program Consultant and Planning staff are proposing the submittal of an amendment to the James City Block grant that would enable the county to purchase additional vacant lots and undertake clearance of overgrown lots in the James City Target Area. The vacant lots would then be transferred over to local non-profit housing organizations such as Neuse River CDC and Habitat for Humanity with the agreement that they be utilized for the construction of affordable single family homes. This eligible CDBG activity would promote infill development within the neighborhood with decent, safe and sanitary housing that would be affordable to qualified homebuyers. All water, sewer and paved streets have been installed. The Planning staff recommends that the Board of Commissioners set a Public Hearing for February 20th at 8:30 am in order to obtain citizen comments related to the proposed amendment and to approve submittal of the program amendment if so desired. If the Board approves submittal of an amendment, a contract amendment to Holland Consulting Planners, Inc. would be needed to 1) prepare required amendment and 2) management of the proposed acquisition and disposition activity. Amount of the amendment would be \$6000.00, which would be paid for out of the grant funds. That contract amendment would be required after the amendment public hearing is held on February 20th.

**Board Action: Set a public hearing for the February 20th 8:30 a.m.
Commissioners' Meeting.**

B. SUBDIVISION FOR APPROVAL

On January 26th, 2012 the Planning Board met and recommended the following subdivision for approval to the Craven County Board of Commissioners.

Rhonda Louise Toler - Final

- Property is owned by Grace T. McCoy, and surveyed by William E. Matthews, RLS
- Property is located within Twp 3 off of Jonestown Rd. (SR 1258)
- Parcel ID 3-022-021
- Subdivision contains 1 lot on 2.00 acres
- Lot is proposed to be served by Craven County water and an individual septic system

Board Action: A vote to approve the subdivision is needed.

Agenda Date: February 7, 2012
Presenter: Rick Hemphill
Agenda Item No. 8
Board Action Required: Yes

BUDGET AMENDMENTS

Assistant County Manager, Finance and Administration, Rick Hemphill, will present the following budget amendments for the Board's approval.

Amendments: DSS Mandated Public Assistance – Additional funding of \$66 allocated to DSS for Share the Warmth program. Funding is 100% State requiring no County match.

DSS/TANF– Need to roll forward the \$131,963 balance of unspent Special Adoption funds from FY '11. These funds are received from the State. The amount is determined by the number of adoptions finalized and must be used in the adoption program. There is no County match.

DSS/CARTS – There were \$11,502.17 Rural Operating Assistance Program (ROAP) funds received in FY '11 that were unexpended. These funds must be returned to NCDOT Public Transportation Division.

DSS Adult Services – Need to budget \$3,818 additional funding for Family Caregiver. This increase from Division of Aging is to be used for Adult Services in Home Program. Funding is 100% State requiring no County match.

DSS Mandated Services – Need to budget \$252,708 additional funding for Energy Assistance (\$49,590) and Crisis Intervention (\$203,118). These funds are received from the State. There is no County match.

Health/Family Planning – State awarded additional funding of \$25,000 to provide services for Family Planning patients. Funds will be used to pay for Medicaid Provider re-enrollment fees, postage, pharmacist, various forms of contraception to include birth control pills and depo-provera, and other supplies as needed.

Health/Child Health – Need to budget an additional \$90,704 in Medicaid Maximization revenue. These funds are needed to cover the cost of converting from 'Allscripts MyWay' to 'Allscripts Professional Patient Mgmt & MyWay EHR (electronic health records)', the server and running the internet cable to the Health Dept.

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

Agenda Date: February 7, 2012
Presenter: _____
Agenda Item No. 9
Board Action Required: Yes

APPOINTMENTS

- A. Clean Sweep Committee
- B. Industrial Facilities Pollution Control Financing Authority
- C. Board of Equalization and Review
- D. Havelock-Craven County Library Board
- E. Craven Aging Planning Board

DEFERRED APPOINTMENT(S):

A. Craven County Clean Sweep Committee

AUTHORIZATION: Bylaws

MISSION/FUNCTION: To eliminate littering and promote recycling through education and ordinance enforcement.

NUMBER OF MEMBERS:
25

TYPE:
Civic, neighborhood, municipal, industrial business, schools

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

LENGTH OF TERMS: 3 Years

TERM(S) EXPIRING: **Felix Croom (Appointed 2008; not participating)**
Dave Gardner (Appointed 1991; active member)
Janie Johnson (Appointed 2008; moved away)
Ivett Jones (Appointed 2003; not participating)
Jan Parker (Appointed 1997)
Tim Tabak (Appointed 2008; resigned)
Thomas Wooten (Appointed 2001; not participating)

(Appointments have already been made to two of these seats. There are five vacancies remaining.)

MEETING SCHEDULE: 3rd Wednesday of the months of March, June, September and December

COMPENSATION: No Yes Specify: _____

Attachments: Application of Eddie Games

B. Industrial Facilities Pollution Control Financing Authority

AUTHORIZATION: Bylaws

MISSION/FUNCTION: _____

NUMBER OF MEMBERS: _____

7

TYPE:

Qualified electors

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

LENGTH OF TERMS: 6 Years

TERM(S) EXPIRING: **Dell Ipock (Appointed 1999)**
Gray Lancaster (Appointed 1999)

(One of these seats has already been filled, leaving one vacancy)

MEETING SCHEDULE: Annual Meeting on 2nd Tuesday in October; otherwise, as needed

COMPENSATION: No : Yes Specify: _____

ATTACHMENT(S):

C. Board of Equalization and Review

AUTHORIZATION: NCGS 105-322

MISSION/FUNCTION: To examine and review the tax lists of the county for the current year; to hear any taxpayer, on request, with respect to the listing and/or appraisal of his property.

NUMBER OF MEMBERS: 7 TYPE: Citizens

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

LENGTH OF TERMS: Unlimited

MEETING SCHEDULE: 1st Monday in May; 2nd Monday in June

COMPENSATION: No Yes Specify: \$100/day (chairman); \$85/day (members)

Current Board of Equalization and Review:

- James Findley (2003)
- Grover Lancaster (1994)
- Al Otto (1996)
- Bill Pope (1996)
- Jimmy Smith (2009)
- Jerry Stapleford (1999)
- Drew Willis(1996)

FEBRUARY APPOINTMENTS

D. Havelock-Craven County Library Board

AUTHORIZATION: Bylaws

MISSION/FUNCTION: To promote and serve the best interests of the library by means of formulating the program of service in conjunction with the Craven-Pamlico-Carteret Regional Director of Library Services, by determining the local policy of the library, securing adequate funds, employing a librarian; and by establishing and supporting a planned program of public relations, and becoming familiar with state and local library laws.

NUMBER OF MEMBERS:

4
4

TYPE:

City of Havelock
County

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

Interested citizens

LENGTH OF TERMS: 6 Years

TERM(S) ENDING: Jacqueline Attaway (2011)
Joanna Wishon (2013)-resigned October 2011

MEETING SCHEDULE: Fourth Tuesday of January, April, July and October, 5:00 p.m.

COMPENSATION: No X Yes Specify: _____

ATTACHMENT(S): No

COMMENTS: In June 2011 Ms. Attaway was appointed to fill the unexpired term of a deceased member, Leanora Lupton, until December 2011. When the term ended, Commissioner McCabe nominated and the Board appointed Jenetia Drake to this position. Another member, Joanna Wishon, had resigned in October 2011, but the Board of Commissioners was not informed. That term is due to expire in December 2013. Commissioner McCabe will request that Ms. Attaway be reinstated to the position which she held, to begin a new term which will end in December 2017 and that Ms. Drake be appointed to the unexpired term of Joanna Wishon, which will expire December 2013.

E. Craven Aging Planning Board

AUTHORIZATION: Bylaws

MISSION/FUNCTION: To provide a comprehensive assessment of the needs and opportunities associated with older adults; an achievable vision of successful aging. Craven County based programs for the support of and investment in older adults and their families, including a system of care for high-risk older adults; and policy strategies for maximizing the functional independence and quality of life of older adults and their families consonant with their wishes and desires. Serves as the sole policy formulation board concerning aging programs on behalf of the Craven County Board of Commissioners.

NUMBER OF MEMBERS:

18

TYPE:

Agency - 10; Local Government - 3;
Client/Caregiver - 2; Senior Rep. - 3

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

Representative of senior population (60+ years of age), client representative (caretaker of an older adult, employed by or volunteering for senior service provider) or representative of one of the following agencies or government entities: Craven County DSS, Craven County Health, Carolina East Medical Center, CARTS, Employment Security Commission, Neuse Center, Coastal Community Action, Legal Aid of North Carolina, Senior Tarheel Legislature, Craven County Commissioners, Craven County Manager, Council of Governments.

LENGTH OF TERMS: 2 Years

TERM(S) EXPIRING: (All are ex officio agency representatives)

- Stephanie Allen (Legal Aid)
- Carolyn Bland (Senior Tarheel Legislature)
- Gwendolyn Bryan (County Manager)
- Tonya Cedars (Eastern Carolina COG)
- Clayton Gaskins (CarolinaEast)
- Jim Harriett (DSS)

MEETING SCHEDULE: Fourth Thursday of every second month, beginning in January, at 1:30 p.m. in the Craven County Administration Building

COMPENSATION: No X Yes Specify: _____

UPCOMING APPOINTMENTS: March

Craven Aging Planning Board: Linda LeDrew, Public Rep. (Initial appointment 2010)

Board Action: The Board will need to consider all necessary appointments

COUNTY ATTORNEY'S REPORT

Offer to Purchase Real Property (432 Bay Bush Road, Vanceboro; Parcel ID# 1067-036).

The County received an offer from Keith Henry (Attachment #10) in the amount of \$800.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on for this property were \$3,537.30. Although the tax value was \$13,500 at the time of the foreclosure, the Tax Department has subsequently reassessed the tax value at \$3,870.00 due to the property's size and configuration. Mr. Henry is an adjacent property owner.

At the last meeting Board of Commissioners' meeting, the Board authorized me to submit a counter-offer for \$3,870.00. Mr. Henry rejected that counter-offer, and has submitted a new offer of \$1,600.00.

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

Agenda Date: February 7, 2012
Presenter: Jack Veit
Agenda Item No. 11
Board Action Required: Yes

COUNTY MANAGER'S REPORT

Attachment #11 is a lease agreement with the State for 403 George Street (aka St. Luke's Building) for a Regional Safety Officer. The County is not required by law to house this staff; therefore, payment will be received.

Board Action: Request to authorize the County Manager to execute the lease

Agenda Date: February 7, 2012
Presenter: _____
Agenda Item No. 12

COMMISSIONERS' REPORTS

Serving People.



Changing Lives!

Religious Community Services

919 George St.
P. O. Box 704
New Bern, NC 28563

Phone:(252) 633-2767
FAX: (252) 633-1887
www.rcsnewbern.com

January 31, 2012

Craven County Board of Commissioners:

We, at RCS, have requested the opportunity to speak to you during the Citizen's Petition portion of your upcoming Board Meeting scheduled for Tuesday 02/07/12.

Please find enclosed a copy of our internal "Ministries Report" for the Calendar year of 2012. It does attempt to quantify the efforts that we have made to serve the needs of the people of Craven County and the immediately surrounding counties.

In addition to the numbers of services reflected and the numbers of people served, there are also some new partnerships that are developing that we hope will enable us to better assist those "in need" over the longer term.

As always, we do appreciate your support of our efforts and appreciate the time that have allotted to us during your Board Meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael McMillan". The signature is fluid and cursive, written in a professional style.

Michael McMillan
Executive Director

Religious Community Services 2011 Ministry Reports

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Food Recovery													
Pounds	30,250	26,960	31,563	28,481	27,802	37,280	35,755	27,938	24,853	30,360	28,182	26,338	355,762
Food Pantry													
Adults	345	232	291	287	376	407	380	472	718	266	457	498	4,729
Children	161	104	125	139	209	208	221	246	358	146	289	240	2,446
Total Served	506	336	416	426	585	615	601	718	1,076	412	746	738	7,175
Total Meals	10,626	7,056	8,736	8,946	12,285	12,915	12,621	15,078	22,596	8,652	15,666	15,498	150,675
Households	250	155	125	202	270	275	273	311	458	185	318	345	3,167
Soup Kitchen													
Men	3,023	2,537	2,733	2,892	2,949	2,880	2,799	2,760	2,473	2,709	2,679	2,831	33,265
Women	1,073	833	928	1,098	1,228	1,246	1,168	1,222	1,036	947	951	1,069	12,799
Children	219	159	217	296	282	384	508	432	157	210	234	293	3,391
Total People	4,315	3,529	3,878	4,286	4,459	4,510	4,475	4,414	3,666	3,866	3,864	4,193	49,455
2nd Helpings	681	507	602	594	639	902	722	770	549	568	568	680	7,782
Total Meals	4,996	4,036	4,480	4,880	5,098	5,412	5,197	5,184	4,215	4,434	4,432	4,873	57,237
Financial Assistance													
Rent	7	5	10	6	14	4	4	16	15	23	21	30	155
Utilities	26	22	17	19	14	20	20	35	36	52	24	39	324
Deposits (Rent & Utilities)	0	0	3	0	1	2	1	0	0	0	0	0	7
Prescriptions	35	42	42	8	62	0	28	17	60	24	0	0	318
Kerosene Vouchers	44	0	0	0	0	0	0	0	0	0	0	0	44
Individual Services	5	2	0	0	3	1	2	0	0	1	1	0	15
Transportation													
Gas Vouchers	0	0	0	0	19	0	0	0	0	0	0	0	19
CARTS Vouchers	80	109	65	159	76	92	94	126	206	71	87	0	1,165
Bus Tickets	2	2	2	5	1	3	2	2	0	1	1	0	21
Clothing & Linens													
People Served	423	337	356	240	402	471	511	391	350	366	529	421	4,797
Emergency Shelter for the Homeless													
Single Adult: Men	12	9	12	11	13	19	14	13	13	14	4	8	142
Women	4	4	4	3	5	2	5	3	8	8	4	7	57
Families Men													
Women		1	1	1	1			1	1			1	7
Children		2	4	2	3			2	3			1	17
Total New Admissions	16	16	21	17	22	21	19	19	25	22	8	17	223
Days Shelter Was At Capacity													
Men	27	25	21	4	18	19	14	4	2	4	11	19	168
Women	2	0	11	0	16	13	6	28	8	10	19	9	122
Families	27	12	16	15	23	30	4	21	27	31	30		236
												31	
Total Nights Lodging	537	456	544	438	597	586	536	470	518	517	607	537	6,343
Average Daily Occupancy	17	16	18	14	19	15	17	15	17	17	20	17	17
Average Length of Stay	15	14	14	12	18	20	14	13	13	14	20	15	15
Warehouse Distribution													
Households Served	12	20	11	11	15	10	8	13	16	14	9	38	177
Disaster Assistance													
Households Served	0	2	2	0	0	0	1	0	0	0	0	0	5
Emergency Food Asst. Program													
Households Served	0	0	779	0	0	943	0	874	0	0	918	0	3,514
Individuals Served	0	0	1,577	0	0	1,830	0	1,831	0	0	2,079	0	7,317
Volunteer Hours													
Soup Kitchen/Food Pantry	896	846	893	933	983	969	998	1,016	762	871	873	887	10,927
Emergency Center	869	633	949	726	821	936	654	885	929	843	838	791	9,874

**RESOLUTION
HONORING THE LIFE AND SERVICE
OF
DONALD L. PHILLIPS**

WHEREAS, Donald L. Phillips was elected to the Craven County Board of Commissioners on November 8, 1994 and took office on December 5, 1994; and

WHEREAS, he served as the District 2 Commissioner with distinction for eight years, always mindful of the concerns of his constituents and citizens throughout the county; and

WHEREAS, Mr. Phillips served as Vice Chairman of the Board of Commissioners in 1996 and as Chairman in 1997; and

WHEREAS, during his tenure as Craven County Commissioner, the County achieved one of its most significant milestones, the construction and opening of its New Bern Riverfront Convention Center.

NOW, THEREFORE, BE IT RESOLVED that the Craven County Board of Commissioners recognizes the contributions of Donald L. Phillips as a citizen of this community, and his service as a County Commissioner.

BE IT FURTHER RESOLVED that the Board of Commissioners, on behalf of Craven County citizens, expresses a sincere sense of loss, but also appreciation for his time with us.

Adopted this 6th day of February, 2012.

*Chairman Lee Kyle Allen
Craven County Board of Commissioners*

*Gwendolyn M. Bryan
Clerk to the Board*

CHILD ABUSE PREVENTION MONTH PROCLAMATION

WHEREAS, child maltreatment is a community problem and finding solutions depends on involvement among people throughout the community; and

WHEREAS, child maltreatment occurs when parents find themselves in stressful situations without community resources and unable to cope; and

WHEREAS, over 100,000 children are reported as abused and neglected children in North Carolina each year; and

WHEREAS, the majority of child maltreatment cases stem from situations and conditions that are preventable with the help of an engaged and supportive community; and

WHEREAS, the effects of child maltreatment are felt by whole communities, and need to be addressed by the community as a whole; and

WHEREAS, child maltreatment not only directly harms children, but also increases the likelihood of criminal behavior, substance abuse, health problems such as heart disease and obesity, and risky behavior such as smoking; and

WHEREAS, all citizens should be involved in supporting families in raising their children in a safe, nurturing environment; and

WHEREAS, effective child maltreatment prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community.

NOW, THEREFORE, the Board of Commissioners of Craven County, North Carolina, does hereby proclaim April 2012, as Child Abuse Prevention Month in Craven County, North Carolina and calls upon the citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to prevent child maltreatment and to strengthen the communities in which we live.

Signed this 6th day of February 2012.

Lee Kyle Allen, Chairman
Craven County Board of Commissioners

Gwendolyn M. Bryan, Clerk to the Board

HOME AND COMMUNITY BLOCK GRANT AMENDMENT

The Craven Aging Planning Board met January 26, 2012. Craven County has received an additional allocation of \$33,377 in Home and Community Block Grant to incorporate in the current FY 11/12 budget. The allocation will require a local match amount of \$3,709.

The Aging Planning Board endorsed the following distribution:

Agency	HCCBG Allocation	Match from Craven County
Craven County DSS <u>Congregate at Havelock</u> Senior Center	\$8,500	\$944.44
Craven County DSS In-home Level III	\$6,195	\$688.33
Craven County DSS Senior Center Health Promotion	\$4,882	\$542.44
CARTS	\$5,000	\$555.55
Senior Companion Program	\$8,800	\$977.77
Totals	\$33,377	\$3708.53

The Aging Board requests the Craven County Commissioners to approve the recommended distribution of Home and Community Care Block Grant funds available for the remainder of FY 11/12 and request the County provide the 10% match requirement.

Respectfully submitted on behalf of the Craven Aging Planning Board,

Georgia Newkirk, Chairperson

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 02/06/2012

Attachment #5.A.

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
ABDULLA, YASUR YAHA H DID NOT OWN BUSINESS 1/1/2011	0090646 2011-0091912	265.24
ALBARAL, RUSTY A & KEVA A MILITARY EXEMPTION	0084929 2011-0000474	165.31
ALLEN, LELA INCORRECT SITUS - RE-BILL	0079253 2011-0090212	157.06
BEAR CITY FUDGE LLC DOUBLE BILLED-SEE ACCT 85199	0090651 2011-0091922	159.14
BEAVERS, CHRISTOPHER CRAIG MILITARY EXEMPTION	0038705 2011-0003785	414.85
BEESON, PHILIP S DID NOT OWN 1/1/2011	0041437 2011-0003952	104.79
BENNETT, MICHAEL SCOTT MILITARY EXEMPTION	0082030 2011-0004420	151.71
BRAKE, GEORGE M SR & CRAIG T SECOND RECYCLE FEE CHARGED IN ERROR	0033523 2011-0006106	36.72
BRINKLEY, STEVEN C OUT OF BUSINESS 1/1/2011	0090655 2011-0091928	41.89
BUTLER, HOWARD RAY UNOCCUPIED SINCE 2009	0084678 2011-0091503	36.72
CHEVEZ CRUZ, JOSE HERNAN DID NOT OWN 1/1/2011	0078339 2011-0010433	90.47
CONRAD, DUSTIN J MILITARY EXEMPTION	0082874 2011-0011869	174.44
CUNDIFF, DARON MILITARY EXEMPTION	0084615 2011-0091939	763.89
DALY, CORY R MILITARY EXEMPTION	0082834 2011-0013766	53.85

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 02/06/2012

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
DAVIS, CARL E DOUBLE LISTED-SEE ACCT # 28178	0089096 2011-0090457	293.26
DAWSON, RICHARD M OUT OF BUSINESS 1/1/2011	0090672 2011-0091941	8.82
DIAZ, JOSE E DID NOT OWN 1/1/2011	0062856 2011-0015178	21.56
DOMINGUEZ, VILMA ODILIA DID NOT OWN 1/1/2011	0090583 2011-0091948	29.29
DUDLEY, TIMOTHY MOTOR CYCLE TAGGED	1994550 2011-0016299	18.29
ELLIS DEVELOPMENT COMPANY APPRAISAL ERROR CORRECTION	0050736 2011-0017545	62.21
ELLIS DEVELOPMENT COMPANY APPRAISAL ERROR CORRECTION	0050736 2011-0017543	101.57
EUBANKS, FLOYD R VACANT SINCE 2009	2196450 2011-0017916	36.72
FRELIER, ALEX F AND ROBIN APPRAISAL ERROR CORRECTION	0090674 2011-0091968	169.98
FULCHER, DONALD DOUBLE BILLED-SEE ACCT 79490	0074486 2011-0020371	82.37
GARRIS, DAVID E RECYCLE FEE CHARGED IN ERROR	2593200 2011-0091519	36.72
GAS EXPRESS INC DID NOT OWN BUSINESS 1/1/2011	0090703 2011-0091974	10.62
GRAY, SALLIE R CORRECTING SENIOR EXC. REBILL	0074420 2012-0090001	12.00
GRUNMEIER, HARRY J III BUSINESS NOT IN CRAVEN COUNTY	0090708 2011-0091981	29.79

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 02/06/2012

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
HAGAN, TERESA R OUT OF BUSINESS 1/1/2011	0090709 2011-0091982	11.91
HOUSE, MARVIN S MILITARY EXEMPTION	0067465 2011-0028035	100.86
HUBBARD, WILLIAM RANDALL MILITARY EXEMPTION	0074367 2011-0028316	124.93
HUBER, PAUL M NOT IN BUSINESS 1/1/2011	0037761 2011-0090665	31.67
JACKSON, ANTHONY BRYAN MILITARY EXEMPTION	0086599 2011-0029369	216.96
JOHNSON, STEPHEN W APPRAISAL ERROR CORRECTION	0090699 2011-0092000	370.26
LAMBERT, MARK K DID NOT OWN 1/1/2011	0056519 2011-0033267	53.93
LANGLEY, REVA G DWELLING VACCANT SINCE 2007	4279050 2011-0033521	12.24
LEARY, EARL DOUBLE BILLED-SEE ACCT 85640	0081416 2011-0033894	98.10
LEARY, EARL DOUBLE BILLED-SEE ACCT 85640	0081416 2010-0030503	110.37
LEARY, EARL DOUBLE BILLED-SEE ACCT 85640	0081416 2009-0091147	147.02
LEOHMANN, DEBORAH LAWRENCE DOUBLE BILLED-ACCT 6089246	0089246 2011-0091534	143.40
LEUNG INC OUT OF BUSINESS 1/1/2010	0065558 2010-0030798	135.05
LEUNG INC OUT OF BUSINESS 1/1/2011	0065558 2011-0090766	124.13

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 02/06/2012

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
LEVY, ERIC DID NOT OWN 1/1/2011	0081678 2011-0034263	58.79
LINDQUIST, ROBERT DID NOT OWN SWMH 1/1/2011	0048354 2011-0034789	39.63
LONG, JAMES C JR & DANA VALUE CORRECTION	0023285 2011-0035226	42.74
M & M PARTY PLUS APPRAISAL ERROR CORRECTION	0082170 2011-0090792	211.68
MANNWEILER, NICK MILITARY EXCLUSION	0084729 2011-0036466	15.89
MCCALL, KRISTOPHER EDWARD DOUBLE BILLED-SAME ACCT #	0084588 2011-0090156	224.61
MCCOY, GEORGE RUSSELL MILITARY EXCLUSION	0086201 2010-0095033	2.94
MCCOY, GEORGE RUSSELL MILITARY EXCLUSION	0086201 2011-0037745	36.02
MCDOWELL, ROBERT F DOUBLE BILLED-SAME ACCT NUMBER	0071270 2010-0034238	44.98
MONETT, KAREN L DOUBLE BILLED-SEE ACCT 81944	0090754 2011-0092031	55.04
MOODY, SHANE ALLEN MILITARY EXEMPTION	0082889 2011-0040282	42.93
NEILSON, JAMES MILITARY EXEMPTION	0081540 2009-0091292	58.88
NICKLES, ARCENIA MAE MOVED OUT OF COUNTY BEFORE 1/1/2011	0060598 2011-0042660	101.72
NOLES, IRA D HRS DOUBLE BILLED-SAME ACCT	0087514 2011-0090974	234.69

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 02/06/2012

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
ODROBINA, FRANK M BOAT SITUS NOT IN NORTH CAROLINA	0084425 2011-0043460	120.38
OLSON, DAVID M MILITARY EXEMPTION	0087505 2011-0043592	125.87
PRATHER, JOHN MILITARY EXCLUSION	0081595 2011-0046445	95.50
PRECIOSE, STACY L VEHICLE REGISTERED IN ANOTHER STATE	0087599 2011-0090182	678.81
PRECIOSE, STACY L VEHICLE REGISTERED IN ANOTHER STATE	0087599 2011-0046463	59.71
RIST, JOHN TRAILER TAGGED PER DMV	0084907 2010-0043680	15.24
RIST, JOHN TRAILER TAGGED PER DMV	0084907 2011-0048581	13.34
ROBINSON, CHRISTOPHER G & MARG MILITARY EXEMPTION	0078909 2011-0049069	23.49
SHEARMAN, DAVID M & SHEARMAN, MILITARY EXEMPTION	0058229 2011-0051655	68.67
SIMMONS, LORENZA DWELLING UNOCCUPIED SINCE 1997	6530511 2011-0052089	36.00
SMITH-MAYFIELD, ROSA MARIE DWELLING UNOCCUPIED SINCE 2005	0061704 2011-0052597	36.72
STANKUS, ANTHONY JAMES MILITARY EXEMPTION	0079822 2011-0054045	79.45
SWEENEY, DAVID MILITARY EXEMPTION	0083030 2010-0049870	12.53
SWEENEY, DAVID MILITARY EXEMPTION	0083030 2011-0055464	59.02

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 02/06/2012

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
TODD HAWKINS CONSTRUCTION LLC OUT OF BUSINESS 1/1/2011	0070002 2011-0091234	28.69
WILDER, ERNEST E DID NOT OWN 1/1/2011	7939350 2011-0062481	48.72
WILEY & WILSON INC OUT OF BUSINESS 1/1/2008	0065233 2008-0090984	152.84
WILEY & WILSON INC OUT OF BUSINESS 1/1/2009	0065233 2009-0090968	119.27
WILEY & WILSON INC OUT OF BUSINESS 1/1/2010	0065233 2010-0056211	71.07
WILEY & WILSON INC OUT OF BUSINESS 1/1/2011	0065233 2011-0091314	46.96
WILSON, LEWIS BRENT BOAT VALUE CORRECTION	0090484 2011-0091865	3,259.42
WILSON, MARCELLA BLADES RELEASED TO CARTERET COUNTY	0045617 2010-0057074	70.20
WILSON, MARCELLA BLADES RELEASED TO CARTERET COUNTY	0045617 2011-0063442	74.01
WITHERINGTON LOGGING LLC DOUBLE BILLED-SEE ACCT 89302	0089538 2011-0091339	279.27
WOOTEN, SHIRLEY H UNOCCUPIED SINCE 2007	0011327 2011-0064068	36.00
ZAPATA, YGNACIO DID NOT OWN 1/1/2011	0065247 2011-0064662	5.20
	82 -CREDIT MEMO(S)	11,997.03

REFUNDS SUBJECT TO BOARD APPROVAL ON 02/06/2012

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
JREISAT, KAYED F SHOULD NOT BE FIRE TAX-SITUS 8N	0090726 2011-0092004	.44
KIRKMAN, EARL R DWELLING UNOCCUPIED SINCE 2009	0075627 2011-0032340	36.72
KIRKMAN, EARL R DWELLING UNOCCUPIED SINCE 2009	0075627 2010-0029129	39.96
LANGLEY, REVA G DWELLING VACCANT SINCE 2007	4279050 2010-0030177	12.60
LANGLEY, REVA G DWELLING VACCANT SINCE 2007	4279050 2009-0033122	12.24
LANGLEY, REVA G DWELLING VACCANT SINCE 2007	4279050 2008-0033061	13.32
NOLES, IRA D HRS APPRAISAL ERROR CORRECTION	0087514 2011-0042934	11.97
TALBERT, CHRISTINA H DOUBLE LISTED-SEE ACCT 23803	0087853 2011-0055756	12.48
YERGES, HARRY WILLIAM JR MILITARY EXEMPTION	0075630 2011-0064464	85.18
	9 -REFUND(S)	224.91

Forest Oaks Memorial Gardens Inc.
908 Lake Road
Havelock, NC 28532

To: Mr. Lee K. Allen, Chairman
Craven County Board of Commissioners

Subject: PROPOSED CONVERSION OF FOREST OAKS MEMORIAL GARDENS
TO A STATE VA CEMETERY OR A NATIONAL CEMETERY

A favorable endorsement would be appreciated, so that State and/or Federal Legislators will enact and pass legislation for this proposal. The four National cemeteries in North Carolina are closed because they have no burial spaces left for any more veterans or their families. Our area's Regional National Cemetery is in Fort Mitchell, Alabama. Burials and visitations to the Jacksonville VA Cemetery require tedious trips for the residents of Coastal Carolina.

Forest Oaks is a state franchised cemetery, fully developed and can be utilized immediately to handle veteran's and their families needs.

Current Pre-Need contracts will be honored upon conversion to a VA and/or National Cemetery.

Respectfully yours



Dr. Frank A. Marmarose, President
Captain DC USN Ret.



CITY OF HAVELOCK

Post Office Box 368
Havelock, N.C. 28532

November 17, 2011

Dr. Frank Marmarose
Forest Oaks Memorial Gardens, Inc.
908 Lake Road
Havelock, North Carolina 28532

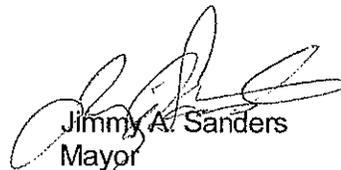
Re: Veterans Cemetery Endorsement

Dear Frank,

It is the City of Havelock's understanding that Forest Oaks Memorial Gardens, Inc. is seeking to convert the North Carolina franchised licensed cemetery into a VA/National Cemetery. On behalf of the Havelock Board of Commissioners, we are pleased to endorse your VA Cemetery designation plan. The City is also appreciative that your proposed conversion would include the reservation of rows A, B and C of Section One in perpetuity for the Havelock Community.

The City of Havelock will be informing local, state and federal representatives of your proposal and we are confident they will also be supportive. We wish you success in this endeavor and thank you for your dedication to the Havelock Community and to our Nation's veterans and their families.

Sincerely,



Jimmy A. Sanders
Mayor

CC: Senator Jean Preston
Representative William Wainwright
Representative Norman Sanderson
Governor Beverly Perdue
Senator Kay Hagan
Representative G.K. Butterfield
Congressman Walter B. Jones, Jr.
Havelock Governing Body
Jim Freeman, Havelock City Manager

Board of Commissioners
Lee Kyle Allen, Chairman
Scott C. Dacey, Vice Chairman
Thomas F. Mark
Theron L. McCabe
Johnnie Sampson, Jr.
Jefferey S. Taylor
Steve Tyson

Administrative Staff
Jack B. Veit, III, County Manager
Gene Hodges, Assistant Manager-Operations/Facilities
Rick Hemphill, Assistant Manager-Finance/Administration
Gwendolyn M. Bryan, Clerk to the Board
Joan Harrell, Human Resources Director



Administration Building
406 Craven Street
New Bern, NC 28560
Fax 252-637-0526
manager@cravencounty.com

Commissioners 252-636-6601
Manager 252-636-6600
Finance 252-636-6603
Human Resources 252-636-6602

February 7, 2012

Dr. Frank Marmarose
Forest Oaks Memorial Gardens, Inc.
908 Lake Road
Havelock, North Carolina 28532

RE: Veterans Cemetery Endorsement

Dear Dr. Marmarose:

It is Craven County's understanding that Forest Oaks Memorial Gardens, Inc. is seeking to convert the North Carolina franchised licensed cemetery into a VA/National Cemetery. On behalf of the Craven County Board of Commissioners, we are pleased to endorse your VA Cemetery designation plan.

Craven County will be informing other local, state and federal representatives of your proposal and we are confident they will also be supportive. We wish you success in this endeavor and thank you for your dedication to Craven County and to our Nation's veterans and their families.

Sincerely,

Chairman Lee Kyle Allen
Craven County Board of Commissioners

Cc: Senator Jean Preston
Representative William Wainwright
Representative Norman Sanderson
Governor Beverly Perdue
Senator Kay Hagan
Congressman G.K. Butterfield
Congressman Walter B. Jones, Jr.
Jack B. Veit III., Craven County Manager

Volunteer Board Information and Interest Sheet Craven County, North Carolina

Names of board, committee, authority, etc., in which you are interested. Please list in order of priority:

Clean Sweep

Name:	Eddie Games	Home Phone:	252 636-5876
Home Address:	111 Wadsworth Lane		
City:	New Bern	Zip Code:	28562
Township:	9	City Limits:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Occupation:	Recreation Director	Business Phone:	252 636-6606
Place of Employment:	Craven County	Fax Number:	252 636-6685
E-Mail Address:	egames@cravencountync.gov		

(Please indicate your preferred contact number.)

Education

BA UNC-Wilmington

Business and Civic Experience

24 years Craven County Recreation

Areas of Expertise, Interest, Skills

Parks & Recreation, enjoy fishing, boating and spending time with family.

Why do you want to serve?

Would like to help keep my community clean and help educate the public about the importance of environmental issues.

(A resume may be attached to this form, but will not be accepted in lieu of the form.)

Date: 01/31/2012

Eddie Games

Digitally signed by Eddie Games
DN: cn=Eddie Games, o=Craven County, ou=Recreation,
email=egames@cravencountync.gov, c=US
Date: 2012.01.31 15:59:22 -05'00'

Signature

The Craven County Board of Commissioners sincerely appreciates the interest of all citizens in serving their county. For more information on the responsibilities of various boards, you may view the on-line board descriptions or contact the County Clerk's Office at (252) 636-6601. RETURN FORM TO: CRAVEN COUNTY CLERK, 406 CRAVEN STREET, NEW BERN, NC 28560. The form may also be sent via e-mail (gbryan@cravencountync.gov) or fax: (252) 637-0526.

This form will remain active until two years after date received.

For Internal Use Only

Date Received: _____

Form is active until: _____ (two years after date received)

Received by: _____ (initials)

Reviewed by the following Commissioners. Please initial and add "PA" if you are personally acquainted with the individual.

CRAVEN COUNTY

KEITH W. HENRY, 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 or near the City/Town of Vanceboro, Craven County, North Carolina, being known as and more particularly described as:
Street Address: 432 BayBush Road, Vanceboro NC
Subdivision Name: _____
Tax Parcel ID No.: 1-067-036
Plat Reference: BK 3046 PG 742
Being all of that property more particularly described in Deed Book 3046, Page 742 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 1600⁰⁰ and shall be paid as follows: sixteen hundred dollars KwH
(a) \$ 500⁰⁰, EARNEST MONEY DEPOSIT with this offer by cash bank check certified check other: _____ 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: (1) this offer is not accepted; or (2) any of the Seller's conditions hereto are not satisfied, 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) \$ 1100⁰⁰, 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. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) All late listing penalties, if any, shall be paid by Seller; and (c) Rents, if any, for the Property shall be prorated through the date of Closing.

6. EXPENSES: Buyer shall be responsible for all costs with respect to any title search, title insurance, recording of the deed, its legal fees, and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. 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. LABOR AND MATERIAL: Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

9. 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 on or before thirty (30) days after no subsequent upset bids are submitted in accordance with G.S. §160A-269. The deed is to be made to _____.

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

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

Buyer Initials KwH _____ Seller Initials _____

11. 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.**

12. 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.

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

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

15. 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).

16. 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.

17. 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.

18. 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.

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

BUYER:

SELLER

(If an individual)

CRAVEN COUNTY

Keith W. Henry (SEAL)

By: _____ (SEAL)

Name: KEITH W. HENRY

Its: _____

Date: 1-27-12

Date: _____

(If a business entity)

By: _____ (SEAL)

Its: _____

Date: _____

Buyer Initials KWH Seller Initials _____

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the _____ day of _____, 2012, by and between **CRAVEN COUNTY**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

WITNESSETH:

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 17th day of April, 1985; and

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of New Bern, County of Craven**, North Carolina, more particularly described as follows:

Being +/- 100 net square feet of office space located at 403 George Street, New Bern, Craven County, North Carolina. (Exhibit A-Floor Plan Attached).

(DEPARTMENT OF PUBLIC SAFETY)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three **(3) Year** commencing on the **1st day of February, 2012** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **31st. day of January 2015.**

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$900.00** Dollars per annum, which sum shall be paid in equal monthly installments of **\$75.00** Dollars, said rental to be payable within fifteen (15) days from receipt of invoice in triplicate.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. All utilities except telephone.
- C. Janitorial services and supplies including maintenance of lawns, parking areas, common areas, and disposal of trash.
- D. Parking as available.
- E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During

such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **406 Craven Street, New Bern, North Carolina 28560** and the Lessee at **2020 Yonkers Road, 4227 Mail Service Center, Raleigh, North Carolina 27699-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By: _____ (SEAL)
Drew Harbinson,
Director of Purchasing and Logistics

LESSOR:

_____ (SEAL)
Jack B. Veit III,
Craven County Manager

ATTEST:

Secretary
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Jack B. Veit III**, personally came before me this day and acknowledged that he is the **Craven County Manager**, and that by authority and given as an act of **Craven County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2012.

Notary Public

My Commission Expires:

THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL.

FAXED PROPOSALS ARE NOT ACCEPTABLE.

PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA - PO-28

1. NAME OF LESSOR: County of Craven	2. LESSOR'S AGENT: Jack B. Veit III, County Manager
INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE: <input type="checkbox"/> A. PROPRIETORSHIP <input type="checkbox"/> B. PARTNERSHIP <input type="checkbox"/> C. CORPORATION <input checked="" type="checkbox"/> D. GOVERNMENTAL <input type="checkbox"/> E. NON-PROFIT <input type="checkbox"/> F. *** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES <input type="checkbox"/> G. OTHER:	

MAILING ADDRESS: 406 Craven Street	MAILING ADDRESS
CITY: New Bern ZIP: 28560	CITY: ZIP:
PHONE# 252-636-6600 FAX#: 252-637-0526	PHONE#: FAX#:
E-MAIL:	E-MAIL:

3. SPACE LOCATION: (including building name, floors involved & suite or room numbers unless entire floor)
 403 George Street, New Bern, Craven County, North Carolina

STREET ADDRESS	CITY	COUNTY	ZIP CODE
403 George Street	New Bern	Craven County	28560

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED	A. OFFICE +/- 100	B. WAREHOUSE	C. OTHER
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6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in Specifications (PO-27)

A. DESIRED PROPOSAL (See PO-27 Items VI and XII-A)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITORIAL SERVICES	REQUIRED CLIENTELE PARKING SPACES
OFFICE	100	\$900.00	\$9.00	Yes	Yes	Yes
WAREHOUSE						
OTHER						
TOTALS	100		XXXX	XXXX	XXXX	XXXX

Lessor will provide () employee parking spaces in above proposal at no additional charge to the State. (See explanation in PO-27 Item VI - Parking)

Comments:

ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL

B. OPTIONAL ALTERNATE PROPOSAL NO. 1 (See PO-27 ITEMS VI AND XII-B)

(FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITORIAL SERVICES
OFFICE					
WAREHOUSE					
OTHER					
TOTALS			XXXX	XXXX	XXXX

Lessor will provide () clientele parking spaces and () employee parking spaces

Comments:

7. LEASE TERM : 3 YEARS BEGINNING DATE: 02/01/2012

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS:

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. Will the proposed building provide facilities for handling materials to be recycled such as waste paper and cardboard? YES NO

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Is the proposed building free of hazardous lead paint?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

DEPARTMENT: Department of Public Safety	DIVISION: Division of Community Correction
CITY:	SQUARE FEET: 100 AGENT:

CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:

LESSOR: County of Craven

9. ADDITIONAL INFORMATION (Including any deviations from furnished specifications)

10. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped, and applicable sections of the State Building Code Volumes I-V?

YES NO PARTIALLY

EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:

11. This proposal is made in compliance with the specifications furnished by the Department of Correction. I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until _____. I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.

I AM AWARE THAT THERE WILL BE NO NEGOTIATION OF THE PER SQUARE FOOT PRICE THAT I HAVE PRESENTED IN THIS PROPOSAL. I am further aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):

*** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.

X Printed Name of Lessor _____

X Signature of Lessor _____ Date _____

MAILING / DELIVERY INSTRUCTIONS

To be considered this proposal must be received by the State Property Office prior to 4:00 PM on the cutoff. No faxed proposals will be accepted. PHONE: 919-807-4650
Delivery Address If Delivered In Person: Director, State Property Office, Room 4055, Administration Building, 116 West Jones Street, Raleigh, North Carolina
Mailing Address If Sent Through Mail Service: State Property Office, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321

ENVELOPE SHOULD BE MARKED:

- (a) Lease proposal Enclosed
- (b) Cutoff Date for Receiving Proposals
- (c) Name of State Agency involved.

NOTE: Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage:

1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions.
2. Deduct from the Inside area the following:
 - *a. Toilets and lounges
 - *b. Entrance and elevator lobbies
 - *c. Corridors
 - d. Stairwells
 - e. Elevators and escalator shafts
 - f. Building equipment and service areas
 - g. Stacks, shafts, and interior columns
 - h. Other space not usable for State purposes

*Deduct if space is not for exclusive use by the State. Multiple State leases require a, b, and c to be deducted. The State Property Office may make adjustments for areas deemed excessive for State use.

DEPARTMENT:

DIVISION:

CITY:

SQUARE FEET: AGENT:

CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:

FORM (PO-28)

(2005)

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Craven County	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ Local Government	
	Address (number, street, and apt. or suite no.) 406 Craven Street	Requester's name and address (optional) Craven County Finance 406 Craven St. New Bern, NC 28560
	City, state, and ZIP code New Bern, NC 28560	List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number 56 : 6000290

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Richard F. Henshall

Date ▶ 1/9/12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,