

AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MONDAY, FEBRUARY 20, 2012
8:30 A.M.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVE MINUTES OF FEBRUARY 6, 2012 REGULAR SESSION

1. PUBLIC HEARING – JAMES CITY CDBG “ADD-ON” GRANT AMENDMENT: Chip Bartlett, Holland Consulting Planners
2. COMMUNITY HEALTH ASSESSMENT FOLLOW-UP: Teresa Ellen, Public Health Nursing Director
3. TAX RELEASES AND REFUNDS: Ronnie Antry, Tax Administrator
4. EMERGENCY SERVICES MATTERS: Stanley Kite, Emergency Services Director
 - A. Local Emergency Planning Committee (LEPC) Review
 - B. New Bern-Craven Rescue Request
5. SOLID WASTE MATTERS: Gene Hodges, Assistant County Manager for Operations/Facilities and Rusty Cotton, Solid Waste Director
 - A. Solid Waste Franchise Agreement Update
 - B. Disaster Debris Final Disposal Bid Award
6. EOC 911 PROJECT PHASE I – DEMOLITION: Gene Hodges, Assistant County Manager for Operations/Facilities
7. 509 BROAD STREET BUILDING UPDATE: Alfreda Stout, Deputy Social Services Director
8. APPOINTMENTS
 - A. Clean Sweep Committee
 - B. Havelock Library Board
 - C. Industrial Facilities Pollution Control Financing Authority
 - D. Board of Equalization and Review
 - E. Promise Place
 - F. Upcoming Appointments

9. COUNTY ATTORNEY'S REPORT: Jim Hicks
10. COUNTY MANAGER'S REPORT: Jack B. Veit III
11. COMMISSIONERS' REPORTS
12. CLOSED SESSION

Agenda Date: February 20, 2012
Presenter: Chip Bartlett
Agenda Item No. 1
Board Action Required: Yes

PUBLIC HEARING – JAMES CITY CDBG “ADD-ON” GRANT AMENDMENT

A public hearing will be held on Monday, February 20, 2012 at 8:30 am. The purpose of this hearing is to obtain citizen comments related to the proposed amendment and to approve submittal of the program amendment if so desired. 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. 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) manage the proposed acquisition and disposition activity. The 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: Receive comments from the public. A vote is needed to amend the CDBG add-on grant which will be submitted to the state. A vote is needed to amend the contract with Holland for this additional work.

Agenda Date: February 20, 2012
Presenter: Teresa Ellen
Agenda Item No. 2
Board Action Required: No

COMMUNITY HEALTH ASSESSMENT FOLLOW-UP

On January 17, 2012, Ms. Ellen presented the Community Health Assessment to the Board. At that time, the Board requested that she return at a later date for discussion, after the Board had an opportunity to study the report.

Board Action: Discussion

Agenda Date: February 20, 2012
Presenter: Ronnie Antry
Agenda Item No. 3
Board Action Required: Yes

TAX RELEASES AND REFUNDS

Craven County Tax Administrator, Ronnie Antry, will present the requests for tax releases and refunds as contained in Attachment #3 for the Board's approval.

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

Agenda Date: February 20, 2012
Presenter: Stanley Kite
Agenda Item No. 4
Board Action Required: Yes

EMERGENCY SERVICES MATTERS

A. LOCAL EMERGENCY PLANNING COMMITTEE (LEPC) REVIEW

The LEPC has completed its review for 2011. Emergency Services Director, Stanley Kite, will present the review to the Board. (See Attachment #4.A.)

Board Action: Review information

B. NEW BERN-CRAVEN RESCUE REQUEST

Mr. Kite will appear before the Board on behalf of the Craven County EMS Advisory Council to present a recommendation to modify the Craven County EMS System Plan. The modification, if approved, will allow New Bern Craven Rescue's request to advance to the Intermediate Level of care. Attachment #4.B. contains minutes from the last EMS Advisory Council meeting that reflect their recommendation to the Commissioners for this change. New Bern Craven Rescue is currently operating at the basic level of care and this would be an advanced level of patient care available to the citizens.

Board Action: Consider recommendation for approval

SOLID WASTE MATTERS

A. SOLID WASTE FRANCHISE AGREEMENT UPDATE

In July 2009, Craven County entered into a 3-year agreement with 5 Franchise Haulers to provide curbside trash pickup for county residents. The contract expires as of June 2012 and Craven County must make a decision regarding how to proceed with this program. Attachment #5.A. contains an Executive Summary of the Solid Waste program that includes a brief history, description of the administration of the program, and options for the future of the program. As spelled out in the summary, the options are:

1. Renew our current contract with our five haulers for an additional three years.
2. Solicit bids for the existing five franchise areas and/or modify the length of the contract.
3. Bid out the county's curbside trash collection to a sole contractor and continue using the trash sticker program.

We are requesting the Board to provide direction regarding its preference to proceed with these agreements.

Board Action: Receive and review information pertaining to the solid waste franchise agreements. Provide direction to staff as appropriate.

B. DISASTER DEBRIS FINAL DISPOSAL BID AWARD

On January 24, 2012, Craven County issued a Request for Proposal to solicit bids for the site work and transportation of the remaining Hurricane Irene vegetative debris to the final disposal site. The State of North Carolina has allowed Craven County to prepare and use the vacant county property adjacent to Creekside Park as a permanent vegetative debris disposal site. This project entails the necessary site work to prepare the site to receive the debris. This requires clearing the land, creating a roadway, and creating gated access points to the site. The debris will be transported from the Creekside Park area and staged into wind rows as prescribed by the State.

At the end of this project, the Creekside Park area will be restored to its pre-hurricane condition and the road repaired. Additionally, all debris located at the Weyerhaeuser storm debris site will be transported to Craven Ag Services. The bids were opened on February 7, 2012 and the certified bid tabulation is contained in Attachment #5.B. The bids ranged from a low bid of \$143,889 to a high bid of \$236,266. The low bidder was Santee Modular Homes, Inc. from Santee, South Carolina and it is recommended that they be awarded the contract. This project will be primarily funded through FEMA and State funds.

Board Action: Consider award of contract.

Agenda Date: February 20, 2012
Presenter: Gene Hodges
Agenda Item No. 6
Board Action Required: Yes

EOC 911 PROJECT PHASE I – DEMOLITION

On January 18, 2012, Craven County issued a Request for Proposal to solicit bids for the demolition of the old Craven County Jail and Sheriff's Office space for the planned reuse as Craven County's Emergency Operations, 911 Center, and Training Center. This phase of the project includes needed demolition work on the 1st and 2nd floors of the former Sheriff's Office and the construction of a detention grade wall in the Holding Area where inmates are located on court days. A pre-bid meeting was held on January 24, 2012 and subsequent follow up meetings were conducted upon request. The bids were opened on February 3, 2012 and the certified bid tabulation is shown in Attachment #6. The bids ranged from a low bid of \$63,325 to a high bid of \$204,000. The low bidder was D S Simmons from Goldsboro. It is recommended that the bid be awarded to D S Simmons. Our architect, Charles Francis, is personally knowledgeable of this company's qualifications and has worked with this company on a previous project. This budget for this project has been budgeted from the Capital Reserve Fund and the 911 Surcharge Fund.

Board Action: Consider award of demolition contract.

Agenda Date: February 20, 2012
Presenter: Alfreda Stout
Agenda Item No. 7
Board Action Required: Yes

509 BROAD STREET BUILDING UPDATE

Deputy Social Services Director, Alfreda Stout, will present a detailed proposal for reuse of the County's building at 509 George Street as a Family Resource Center. Attachment #7 shows a proposed floor plan and details of the proposal.

Board Action: Consider request for approval

Agenda Date: February 20, 2012
Presenter: _____
Agenda Item No. 8
Board Action Required: Yes

APPOINTMENTS

- A. Clean Sweep Committee
- B. Havelock Library Board
- C. Industrial Facilities Pollution Control Financing Authority
- D. Board of Equalization and Review
- E. Promise Place
- F. Upcoming Appointments

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:
15

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

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

LENGTH OF TERMS: 3 Years

TERM(S) EXPIRING:

(Appointments and reappointments have already been made to seven of these seats. There are eight vacancies remaining.)

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

COMPENSATION: No Yes Specify: _____

Attachments:

B. 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: Joanna Wishon (2013)-resigned October 2011

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

COMPENSATION: No Yes Specify: _____

ATTACHMENT(S): No

COMMENTS: At the last meeting, Jacqueline Attaway was reinstated to her term that expired in December. Another vacancy, created by the resignation of Joanna Wishon in October 2011 remains. Commissioner McCabe will request that Ms. Jenetia Drake, who was mistakenly appointed to Ms. Attaway's position in December, be appointed to the unexpired term of Joanna Wishon, which will expire December 2013.

C. 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):

D. 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: TYPE:
7 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)

NEW APPOINTMENT(S) - FEBRUARY

E. Promise Place (Sexual Assault Resource Center)

AUTHORIZATION: Bylaws

MISSION/FUNCTION: To assist victims of family violence and their families by providing direct services for victims of physical abuse, rape, sexual assault, child abuse, child sexual abuse and abuse survivors.

NUMBER OF MEMBERS: _____

15-25

TYPE: _____

Men and women who reside in Craven County, and who support the purposes of the organization

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

Agency bylaws require interested parties to attend a specified number of their meetings before being recommended to the Board of Commissioners for appointment.

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: _____

COMPENSATION: No Yes Specify: _____

Attachments: Attachment # 8.E.

UPCOMING APPOINTMENTS:

March

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

April

Voluntary Agricultural District: Jackie Amerson, Dale Dawson, Patrick Pritchard (Initial appointments 2009)

Zoning Board of Adjustment: John Brazelton (Alternate), Gerald Teel, Alvin West (Alternate) (Initial appointments 2009)

May

Carolina East Medical Center: Milt Gold (initial appointment 2000); Dell Ipock (initial appointment 2008), Barbara Lee (initial appointment 2006), Lonnie Pridgen (initial appointment 2002)

Eastern Carolina Workforce Development Board: Kimsey Welch – Vocational Education (initial appointment 2002)

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

Agenda Date: February 20, 2012
Presenter: Jim Hicks
Agenda Item No. 9
Board Action Required: Yes

**COUNTY ATTORNEY’S REPORT: Erma Starkey CDBG Foreclosure – 1040 Kite
Town Road, Vanceboro.**

This is a former CDBG property where the recipient of the grant violated the terms of the same. Subsequently, the County commenced a foreclosure action under the CDBG Note and Deed of Trust. The property was foreclosed and the County was the highest bidder at the sale.

The Board has previously attempted to sell the property by advertisement for sealed bids. No bids were received, and the Board elected to list the property on the MLS.

Attachment #9 is an offer to purchase the property, for the sum of \$18,000, with closing on March 2, 2012. Although the County has had the property appraised for \$36,800, the interior of the property is in extremely poor condition and is in need of extensive repairs. The exterior also suffers from deferred maintenance issues.

As all net proceeds of a sale must be returned to the State, combined with the condition of the property, I recommend that the Board of Commissioners accept this offer. Such approval must be conditioned upon the State’s approval of the sales price and net proceeds.

Board Action: Consider approval of County Attorney’s recommendation

Agenda Date: February 20, 2012
Presenter: Jack Veit
Agenda Item No. 10
Board Action Required: Yes

COUNTY MANAGER'S REPORT

A. BUDGET AMENDMENT

County Manager, Jack Veit, will present the following budget amendment:

Non Departmental

Budget \$50,000 from Department of Commerce grant for appropriation to local legal counsel to provide consulting services to defend the base at Cherry Point and FRC East.

Board Action: A roll call vote will be necessary for approval

B. AGREEMENT FOR PARTICIPATION IN THE STATEWIDE MISDEMEANANT CONFINEMENT PROGRAM

Mr. Veit will present the agreement contained in Attachment #10.B. along with an executive summary.

Board Action: Consider approval to enter into the agreement

Agenda Date: February 20, 2012
Presenter: _____
Agenda Item No. 11

COMMISSIONERS' REPORTS

Agenda Date: February 20, 2012
Presenter: _____
Agenda Item No. 12

CLOSED SESSION

The Board will be requested to go into closed session pursuant to NCGS 143-318.11(a)(5) relative to property acquisition.

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 02/20/2012

REC'D FEB 15 2012

Attachment #3

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
BABICH, WARREN L MILITARY EXEMPTION	0072627 2011-0002260	31.72
BARRETT, SHRON D NOT IN BUSINESS 1/1/2011	0090649 2011-0091919	10.70
BATTS, WILLIE EDWARD DWELLING VACCANT SINCE 2009	0431999 2011-0003506	36.99
BRISTOL, ELDRIDGE LEE & LINDA RELEASED TO JONES COUNTY	0085609 2010-0090489	88.89
BRISTOL, ELDRIDGE LEE & LINDA RELEASED TO JONES COUNTY	0085609 2011-0006640	79.48
CHRISTIAN, RAY ALLEN DOUBLE BILLED-SEE ACCT 84032	0072608 2009-0010339	3.53
COLEY, CHRISTINE DOUBLE BILLED-SEE ACCT 24305	0083985 2010-0010468	114.15
COLEY, CHRISTINE DOUBLE BILLED-SEE ACCT 24305	0083985 2011-0011539	101.52
DUKE, JOSHUA EDWARD MILITARY EXEMPTION	0083115 2011-0016352	16.57
HADDOCK, BOBBY ALLEN DWELLING UNOCCUPIED SINCE 2010	0086230 2011-0023889	36.99
HOPEWELL, GEORGE R III VALUE CORRECTION	0066117 2011-0027882	38.65
HYATT, TERRY DOUBLE BILLED-SEE ACCT 87626	0090277 2011-0091758	534.38
INABINET, JOSEPH & SANDEE DOUBLE BILLED-SEE ACCT 90692	0090692 2011-0092120	478.01
JENKINS, JEFFERY D & BEDIE H INCORRECT SITUS S/B 8T	0015394 2011-0029827	130.41

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 02/20/2012

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
LEINGANG, RAPHAEL & SHERIE A MILITARY EXEMPTION	0071124 2011-0034147	111.77
LEVY, PATRICIA ANNE BOAT LEFT IN 2009-NOT TAXABLE TO NC	0083293 2011-0034264	30.84
LINDSEY, BRIAN BOAT NOT IN NORTH CAROLINA 1/1/2011	0081544 2011-0034808	152.45
LINGLER, ROBERT E MILITARY EXEMPTION	0071048 2011-0034831	37.21
LIVINGSTON, RHONDA K DOUBLE BILLED-SEE ACCT 85251	0090739 2011-0092017	8.44
MATTIE, THOMAS JR DOUBLE BILLED-SEE ACCT 38228	0087139 2011-0037203	117.29
MIMS, NICHOLAS P & TERRI BETH MILITARY EXEMPTION	0079577 2011-0039663	53.55
NORRIS, KATHLEEN A APPRAISAL ERROR CORRECTION	0090761 2011-0092037	8.16
RASBERRY, DONNIE PATRICK DID NOT OWN VEHICLE 1/1/2011	0083317 2011-0047436	45.74
STROUD, CHRISTOPHER GUY RELEASED TO JONES COUNTY	0090291 2011-0091859	42.74
WAINRIGHT, MICHELLE LYNN DOUBLE BILLED -SEE ACCT 88253	0089428 2011-0091634	93.26
WORLEY, MILDRED PEARL DWELLING UNOCCUPIED SINCE 2009	0089077 2011-0091640	37.17
	26 -CREDIT MEMO(S)	2,440.61

REFUNDS SUBJECT TO BOARD APPROVAL ON 02/20/2012

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
BARWICK, FLORA DALE WILSON PARCEL QUALIFIED FOR PRESENT USE	0415200 2011-0003267	883.94
BARWICK, FLORA DALE WILSON PARCEL QUALIFIED FOR PRESENT USE	0415200 2011-0003266	99.70
BARWICK, FLORA DALE WILSON PARCEL QUALIFIED FOR PRESENT USE	0415200 2011-0003268	50.95
BARWICK, FLORA DALE WILSON PARCEL QUALIFIED FOR PRESENT USE	0415200 2011-0003269	15.73
BARWICK, FLORA DALE WILSON PARCEL QUALIFIED FOR PRESENT USE	0415200 2011-0003270	9.19
BARWICK, FLORA W PARCEL QUALIFIED FOR PRESENT USE	0048696 2011-0003271	68.02
BEACHY, DANIEL A & SUSAN R PARCEL QUALIFIED FOR PRESENT USE	0056485 2011-0003682	648.24
CHRISTIAN, RAY ALLEN DOUBLE LISTED-SEE ACCT 84032	0072608 2009-0010339	144.03
GONZALEZ, FELICIANA MEDRANO DOUBLE BILLED-SEE ACCT 89071	0082877 2011-0022518	45.75
JAMES A COLLINS INC BOAT DOUBLE BILLED-SEE ACCT 60506	0055771 2007-0028676	24.18
JAMES A COLLINS INC BOAT DOUBLE BILLED-SEE ACCT 60506	0055771 2008-0029201	22.97
JAMES A COLLINS INC BOAT DOUBLE BILLED-SEE ACCT 60506	0055771 2011-0029541	18.76
	12 -REFUND(S)	2,031.46



Local Emergency Planning Committee

Craven County-Pamlico County Local Emergency Planning Committee 2011 Annual Review

The current bylaws for the Craven County-Pamlico County Local Emergency Planning Committee (CC-PC LEPC) as per **ARTICLE VIII Reports and Recommendations** require an **Annual Report** be prepared and submitted. This report is to be submitted to the NC Emergency Response Commission, Craven County and Pamlico County Board of Commissioners.

February 17, 2011

- Craven County EMS was the host
- Minutes reviewed and approved
- Hazard Material Plan Reviewed
- Reminder of Tier Two Reports Due March 1st.
- East Carolina Safety School April 7 & 8, 2011
- Pamlico applied for the HMEP Grant
- Local Hospital hosting a seminar regarding suspicious substance.
- Decontamination Class with First Responders June 13th.
- There were 17 participants in attendance

May 26, 2011

- Minutes reviewed and approved
- PHRST-One gave presentation
- Craven County Health Department working on All Hazardous Plan and there SNS Plan.
- Health Department and PHRST conducted Closed Pod training in May pertaining to mass vaccine distribution
- Health Department doing four year Community Health Assessment Survey.

- Health Department doing four year Community Health Assessment Survey.
- HMEP exercise will be a tabletop-tentative date August 4th.
- Membership has been sent to County Commissioners for approval.
- S Kite discussed the April 16th tornado that hit the Falcon Ridge/Croatan Community.
- There were 23 participants in attendance

August 18, 2011

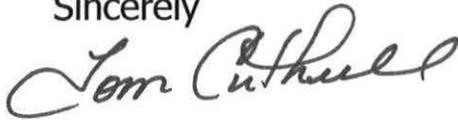
- Minutes reviewed and approved
- Congratulations to Danny Hill promoted to Fire Marshal for City of New Bern.
HMEP exercise was a great success-Envirosafe conducted a great scenario of a school bus running into a Farm Supply Store. Participation was good, we had 9 members of the school board on hand and there are now talking about doing more exercises with especially emphasis on evacuating schools.
- The hospital did a practical exercise earlier in the day that went along with the HMEP exercise.
- Airport will be conducting a live exercise. Objectives are Incident Command, Patient Triage/Tracking and setting up a Morgue.
- Reports from NRC were discussed
- Health Department will do a functional exercise in January/February to test their SNS Plan.
- Seasonal flue clinics will be early September
- MCAS Cherry Point is working on a mass causality plan.
- MCASCP-Environmental Affairs –base doing annual facility response training.
- Correctional Center going to natural gas.
- Weyerhaeuser-All employees training on process safety.
- Discussed the Dismal Swamp smoke effecting the hospital and correctional center.
- E-File conference was mentioned to committee.
- There were 18 participants in attendance

November 17, 2011

- Minutes were reviewed and approved
- Discussed Airport exercise
- After Action Plan ready and will be emailed to all members
- Health Department updated status of SNS Plan
- Correctional Center all most ready for gas line
- Incidents were discussed from the NRC
- Apply for HMPE grant for possible Business Conference
- EC Safety School will be held in March 2012
- Discussed reviewing By-Laws and Elections
- There were 11 participants in attendance

Should you have any questions or comments concerning this report, please feel free to contact me.

Sincerely

A handwritten signature in black ink that reads "Tom Cuthrell". The signature is written in a cursive, flowing style.

Tom Cuthrell, Chairman

Craven County



**CRAVEN COUNTY EMS ADVISORY COUNCIL
406 Craven Street, New Bern, N. C. 28560**

January 18, 2012

Meeting called to order by Chairperson John Harrell @ 1905.

Invocation was given by Ira Whitford

Presentation: None

Copies of the minutes from November 16, 2011 were given to everyone. Motion made and second to approve minutes as read. Motion approved.

Committee Reports:

Ira Whitford Craven County Emergency Services: New Bern Craven Rescue going to EMT-I. Motion made to send request to the commissioners, second. Motion passed.

Keith Morris Vanceboro Rescue 15: Pitt no longer storing squad equipment. If it is alright Vanceboro will pick up equipment when they go there and bring it back. Everyone agreed to this.

Jane Sobotor CarolinaEast Medical Center EMS: Has questions about Con-Ed plan. Jon Stevens will talk about that later.

Deb Rogers CarolinaEast Medical Center-ED: New fax number for PCR's working out.

Jean Matthews Rescue 32: Nothing to report

Jackie Barrows Craven County Communications: Nothing to report

Sarah Rakowski Tarheel medical: Nothing to report

Mark Dail Rhems First Responders: MR class at Rhems Fire Dept. Monday and Wednesday night. Time 6-10 PM.

Doug Furgason Citizen at large: Thanks to EMS, R 30 and fire department for their response on New Year Eve's.

Jonathan Gaskins R 30: Introduced Michelle Allen as the paid LT.

John Harrell Medic 17: Nothing to report

Jon Stevens Craven Community College: Still looking at the new protocols. E-mail any suggestions. Has to go to the state for approval.

Chris Cangemi NCOEMS: Any issues or problems call him

Carrie Crawford Township 7: Nothing to report

Dr. Koontz Medical Director: New baby, Parker Edward born Jan 3, 2011. Still shortage on medicines. Will come up with replacement if needed.

New protocols will be out in the spring/ summer

Working on the CON ED plan

Dr Sagraves will be here February 23th

Ira Whitford: Air Show 1st weekend in May Friday/Saturday/Sunday

Anyone interested send a unit

John Harrell: Thanks to Jane Sobotor for the meal

Elections in May

Committee for elections: Jackie Barrows, Mark Dail and Doug Furgason

Motion to adjourn and second @ 19:55

Minutes submitted by: Carrie Crawford

Members Present:

Ira Whitford- Craven County Emergency Services
Tim Wetherington- Rescue 15/ Vanceboro
Keith Morris- Rescue 15/ Vanceboro
Jane Sobotor- CarolinaEast EMS
Deb Rogers- CarolinaEast Medical Center- ED Supervisor
Jean Matthews- Rescue 32/Cove City
Jackie Barrows- Craven Co Communications
Sarah Rakowski- Tarheel Medical
Mark Dail- Rhems First Responder
Doug Furgson- Citizen@ Large
Jonathan Gaskins- Rescue 30/ New Bern-Craven
John Harrell- Medic 17/ Bridgeton
Carrie Crawford- Township 7 EMS
John Flemming-JAS
Jon Stephens-Craven Community College Con Ed

Guest
Michelle Allen
Peggy
Ruth

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

To: Craven County Board of Commissioners
From: Gene Hodges, Assistant County Manager
Rusty Cotton, Solid Waste Director
Date: February 20, 2012
Re: Solid Waste Franchise Agreement Update

Craven County's current Solid Waste Franchise Agreement with the franchise haulers is due to expire June 30, 2012. Staff is seeking direction from the Board regarding its preference in the methodology of administering this program.

Background

The following is an overview of our current solid waste collection program and its key aspects:

Trash Stickers

Craven County uses a county wide pay as you throw (PAYT) volume based system. A \$2.50 sticker is required on every bag/container of trash or it will not be accepted. This system encourages residents to reduce the amount of waste they are throwing away by making better buying decisions and by participating in the countywide curbside and drop-off recycling programs.

Franchise Haulers

Craven County has five Franchise Haulers who collect trash curbside once per week and have different franchise areas within Craven County to collect trash with stickers attached. These haulers include:

- a. **Berry Sanitation-- Fairfield Harbour and surrounding area,**
- b. **Hargett Sanitation--Trent Woods, River Bend and North West Craven County,**
- c. **Richards Sanitation-- East Craven County, Riverdale and parts of Old Cherry Point Rd.,**
- d. **Sconyers Sanitation-- Fort Barnwell, Cove City, Jasper and surrounding area outside Dover Town limits,**
- e. **Waste Industries-- James City and Brices Creek**

Residents have the option to contract directly with their hauler for subscription service. Under the subscription program, haulers charge a monthly fee for collection and are responsible for billing and collection of fees.

Convenience Sites

Additionally, residents can take their own trash to one of the county's seven Convenience Sites and dispose of it with the appropriate number of trash stickers. These sites provide a drop off site for items not collected curbside in addition to household garbage and recyclables. The hours of the sites are Tuesdays, Thursdays and Saturdays from 7:00 AM until 6:30 PM and Sundays from 1:00 PM until 6:30 PM. Convenience Sites accept

mixed recyclables, corrugated cardboard, scrap metal, yard waste, motor oil, lead acid batteries, oyster shells, bulky waste, construction and demolition material and household garbage with the appropriate number of trash stickers. Craven County also offers a paint exchange program where residents can bring unwanted paint (not lead based) to any site where it is categorized and offered free to the public. The paint is distributed at the Bridgeton Convenience Site and is open from the first week in April through the weekend after Thanksgiving. Scrap Metal from the convenience sites is transported to Simms Metals and sold for profit for Craven County. Yard waste is transported to the City of New Bern compost facility where it is mulched and sold to Craven Wood Energy by New Bern. Contractors are not allowed to use the convenience sites.

Landfill and Municipality Collections

Residents may also take trash to the landfill at Tuscarora (CRSWMA) where they are charged by weight in order to dispose of their waste. Residents in the City of New Bern, City of Havelock and the Towns of Vanceboro, Dover and Bridgeton receive garbage service from each respective municipality.

Franchise Agreements

In 2009, Craven County approved the current franchise agreements. Currently, the County pays to the haulers \$2.28 per sticker turned in. Haulers turn in stickers on Thursdays. They receive payment on Fridays. The payment of \$2.28 is made up of two components: \$.95 for disposal costs and \$1.33 for collection. The disposal cost can increase if tipping fees at the landfill increases but will not decrease if the tipping fees decrease. There is no anticipation of any tipping fee increase for FY 12-13. The collection portion is adjusted by the change in the CPI using the transportation index measured by the Bureau of Labor Statistics, Southeast Regional Office of the US Department of Labor. Any increase or decrease however shall not exceed 7% per year. The CPI adjustment is based on statistics from Jan. 1 through Dec. 31 from the previous year, and effective date for change July 1 of every year for the duration of the contract.

Options for the Franchise Agreements

As we see it, Craven County has 3 options to consider regarding the continuation of solid waste services:

1. Renew our current contract with our five haulers for an additional three years. The current solid waste collection program works well and encourages recycling which the County as required by the Solid Waste Management Plan. The public is used to the current system and has other options if they choose not to participate in the trash sticker program.
2. Solicit bids for the existing five franchise areas and/or modify the length of the contract. This would keep the current sticker system in place and would allow other businesses the opportunity to compete for the franchise.
3. Bid out the county's curbside trash collection to a sole contractor and continue using the trash sticker program. This could possibly be difficult for a contractor to bid on due to the fact that there is no set amount of trash stickers collected on a weekly basis. The Solid Waste Department can provide totals from previous years concerning trash sticker turn in amounts in order for the contractor to develop their bid.

None of these options would create a significant change for our citizens and how they dispose of their trash.

Craven County



Solid Waste
Rusty Cotton
Director

Bid Tabulation

Disaster Debris Final Disposal Site Services

Craven County Solid Waste
406 Craven Street
New Bern, N.C. 28560

SINGLE PRIME BID TABULATION

Date: February 07, 2012

2:00 P.M.

Contractor	Bid
Santee Modular Homes, Inc.	143,889.00
Jimmie L. Morris & Sons, Inc.	149,027.00
Cooper & Cooper, Inc.	180,558.58
Trader Construction Company	236,266.00

Craven County Solid Waste Department

S. Russell Cotton, Director

I, S. Russell Cotton, hereby certify this to be a true and accurate tabulation of bids
Received for the above named project.

A handwritten signature in black ink, appearing to read "S. Russell Cotton".

BID TABULATION

Charles R. Francis
AIA

Diane H. Filipowicz
Assoc. AIA

Adaptive Reuse: Craven County Jail to Emergency
Operations Center – Phase 1: demolition
411 Craven Street
New Bern, NC

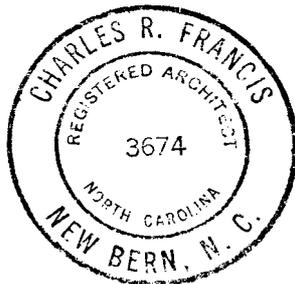
SINGLE PRIME BID TABULATION

Date: 3 February 2012
2:00 P. M.

Contractor	Bid
D S Simmons	\$63,325
Fasco, Inc	\$88,900
Bruin Builders LLC	\$129,230
R. Brown Electric	\$95,786
Brydge & Lee Inc	\$195,000
Thomas Simpson Construction	\$204,000
Group III	\$121,900

C. R. FRANCIS / ARCHITECTURE, P.A.

I, Charles R. Francis, hereby certify this to be a true and accurate tabulation of bids received for the above named project.



6 February 2012



Located at
329 middle street

Craven County



**Craven County Department of Social Services Proposal for 509 Broad Street
February 20, 2012**

Purpose:

- 1) Request utilization of 509 Broad Street as a Family Resource Center to provide mandated services to families and children.
The Family Resource Center will provide training rooms; supervised visitation; adolescent/peer training and employee office space. The Center will be a place where children can build a positive relationship with their parents and other family members by having a conflict-free place to visit.
- 2) Request the Board's approval to move forward with repurposing of 509 Broad Street.

POSITIVES REGARDING USE OF 509 BROAD STREET

- Offers revenue sources that can offset up to 50% of the repairs and ongoing building costs
- Effective use of a historical County owned building
- Craven County Maintenance Supervisor states that 509 Broad Street is a viable building
- No additional staff
- Provides the Department of Social Services adequate work space for mandated services
 - The Human Services Complex which is comprised of Social Services, Health and Veteran Affairs at 2818 Neuse Blvd office is almost 20 years old. As mandated programs have increased in conjunction with the downturn in the economy the needs of citizens have also increased.
- Convenient to Court; our families and various other community partners: Adult and Juvenile Probation office, Guardian Ad Litem, parent attorney's offices, etc.
- Increase opportunity to house State mandated training in Craven County; thereby the possibility of reduced travel expense.
- Increase the ability of Craven County Families to meet the needs of their families and children.
- Reduce Child Abuse, Neglect and Dependency.

**This project is in keeping with our mandated mission to ensure the safety of children.
Provide transition services for adopted children and assist families and foster children in becoming self reliant.**

OVERVIEW OF SERVICES TO BE PROVIDED AT THE FAMILY RESOURCE CENTER

- Court ordered visits for children in Foster Care.
- Court ordered visits of guardianship cases.
- Court ordered services to children in foster care and their parents
- Mandated “Shared Parenting Visits.” Center would provide needed space and a safe environment to meet this mandate.
 - Shared Parenting is a partnership between the biological parent and the foster parent that focuses on the well-being of the child.
- Mandated Child and Family Team Meetings
- Mandated services to families that have a substantiated finding of Abuse, Neglect or Dependency. These children are at risk of entering Foster Care.
- Mandated Trainings for Foster and Adoptive Parents
- Social Services and Community Partners to provide mandated and supportive training:
 - to reduce child maltreatment; increasing parenting and nurturing skills; provide substance abuse and prevention training; anger management; batterer’s workgroup; domestic violence; coping/ problem solving, etc.
 - increase family’s self sufficiency by involvement in job readiness training; job seeking; and job retention; financial management, etc.
 - for teenage foster children: substance abuse/prevention; coping skills, life skills, job readiness, career planning, financial management etc.
 - supportive services for relatives and adopted parents who have assumed responsibility for children who are unable to return to their parents.

PROJECTED COSTS

<ul style="list-style-type: none"> ▪ Facility Cost: <ul style="list-style-type: none"> Includes but not limited to: lead/asbestos remediation; Cameras/security; roof resealing; paint; flooring; fire escape; handicap ramp; construction changes, etc. 	\$176,525
<ul style="list-style-type: none"> ▪ Equipment and Furnishing Costs: <ul style="list-style-type: none"> Includes but not limited to: computers/printers/phones/ Furnishings for training/supervised visitation, etc. 	<u>\$ 80,729</u>
<ul style="list-style-type: none"> ▪ Total Cost for Family Resource Center 	\$257,254
<ul style="list-style-type: none"> ▪ Special Adoptions Funding 	<u>-\$100,000</u>
<ul style="list-style-type: none"> ▪ Remaining funding needed for total rehabilitation and furnishing 	\$157,254

The Department of Social Services requests the Board’s permission to approve the repurposing of 509 Broad Street to become Craven County’s Family Resource Center.

**ANNUAL NET COUNTY OPERATING COST FOR 509 BROAD STREET
FAMILY RESOURCE CENTER**

Operating Budget	\$98,928
Estimated Reimbursement	<u>\$50,000</u>
ANNUAL NET COUNTY OPERATING COST	\$48,928

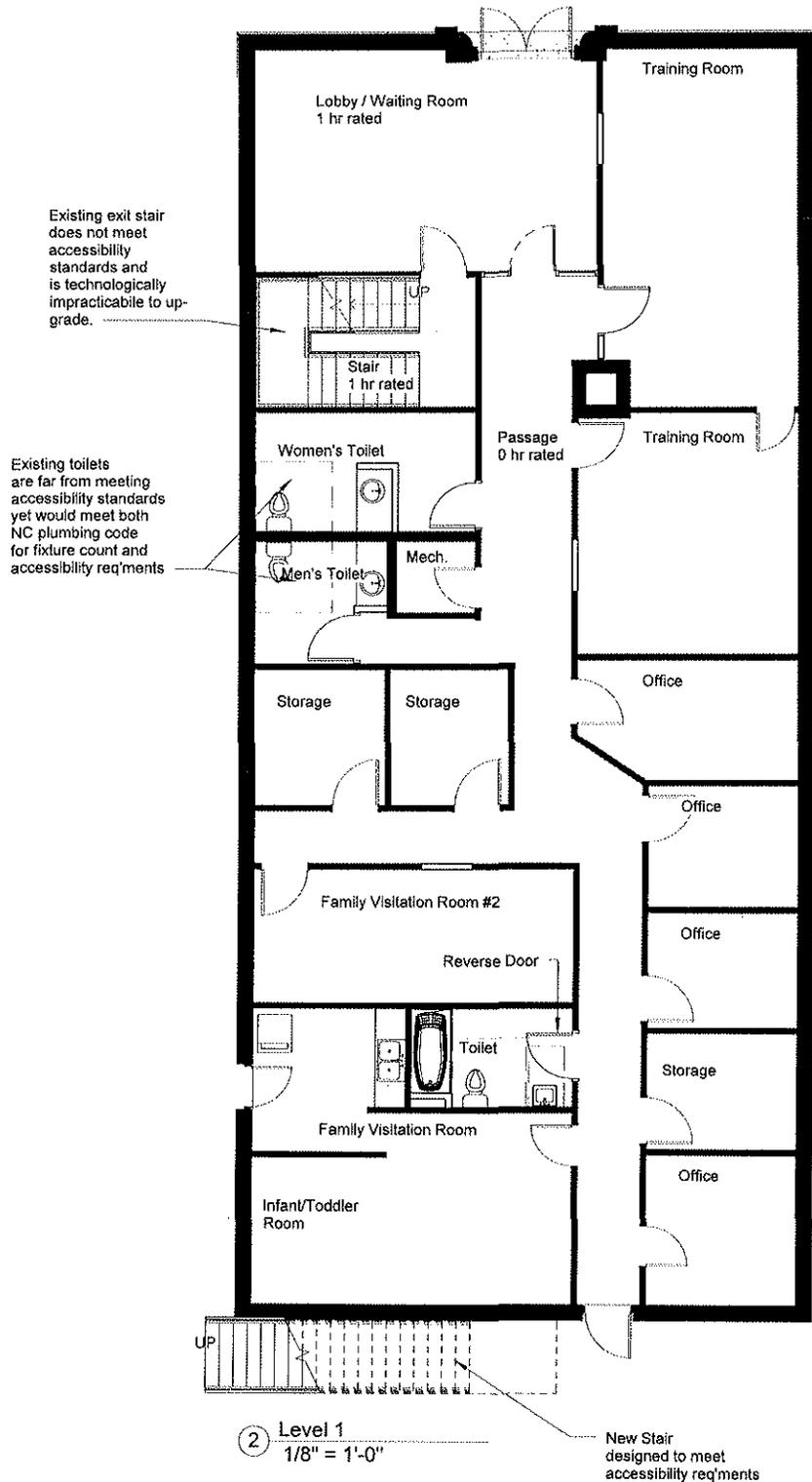
**Broad Street Family Resource Center
Proposed Operating Budget for FY 12-13**

Expenditures

<u>Line Item</u>	<u>Amount</u>	<u>Comments</u>
Rent paid to Craven Co by DSS	\$ 37,788.00	\$6/sq ft, 6298 sq ft
Telephone	\$ 600.00	
Office Supplies	\$ 2,000.00	
Janitorial Supplies	\$ 2,000.00	
Utilities	\$ 20,000.00	
Maint & Repair Bldg & Grds	\$ 3,500.00	
Maint & Repair Equipment	\$ 1,000.00	
Contractual Services	\$ 18,540.00	
Curriculum	\$ 2,000.00	
Other Supplies	\$ 3,500.00	
Volunteer Appreciation	\$ 500.00	
Insurance	\$ 2,500.00	
C/O -Other Improvements	\$ 5,000.00	
Total	\$ 98,928.00	
Approx Reimbursement Expected:	<u>\$50,000.00</u>	



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General Requirement:

Prime issue is that the structure "program spaces" be located on an accessible route and that included in that route are accessible toileting space[s] and water cooler or fountain facilities. As a part of this, doors must be modified to accessible widths and have the correct hardware installed

Study: Reuse of 509 Broad Street Office Building

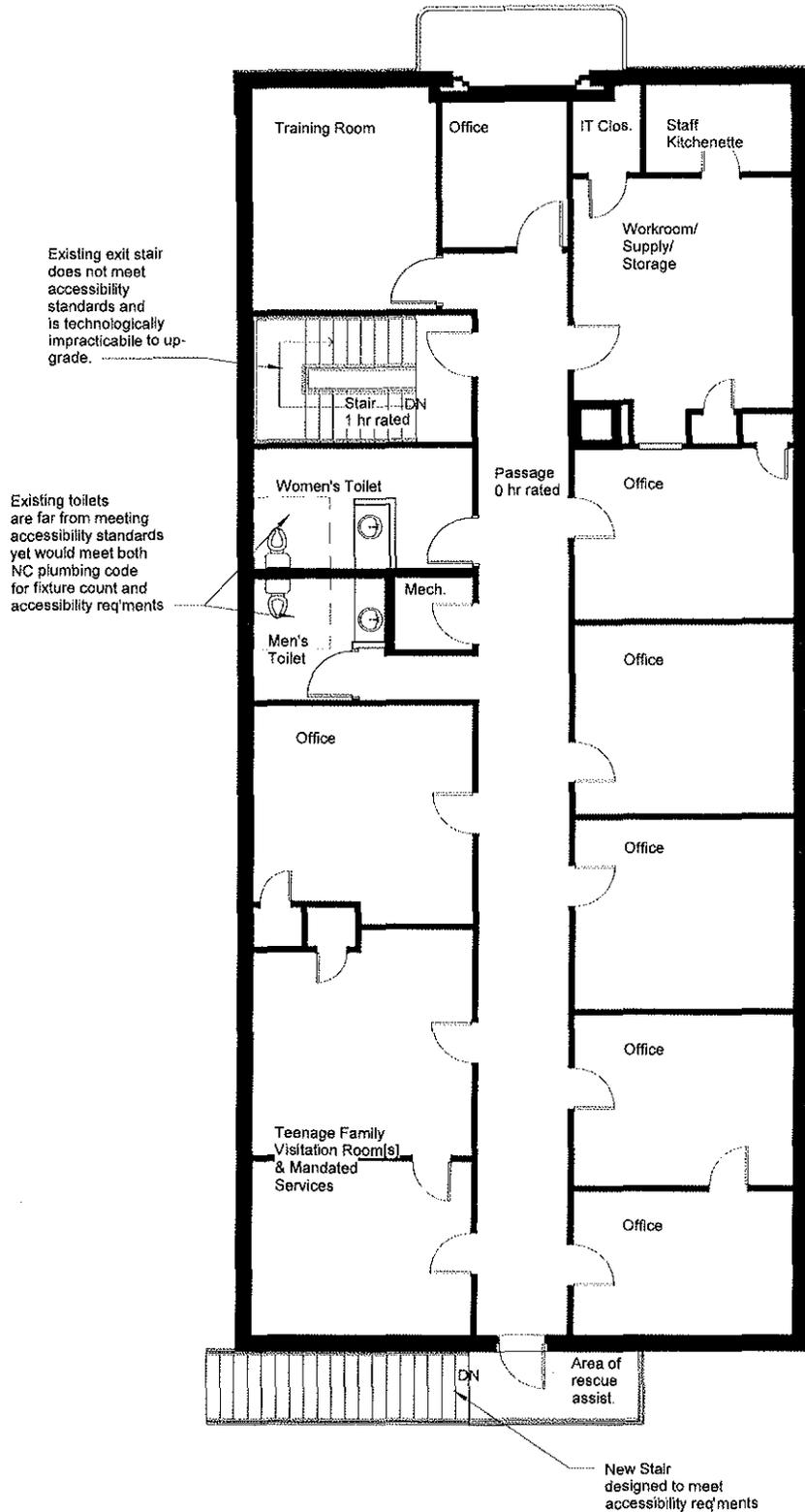
Craven County

2/13/2012 2:11:36 PM

509 Broad Street New Bern, NC



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① Level 2
1/8" = 1'-0"

Study: Reuse of 509 Broad Street Office Buiding

Craven County

2/13/2012 2:11:36 PM

509 Broad Street New Bern, NC

**Promise Place Board member recommendations**

Jan Hood

to:

Gwen Bryan

01/31/2012 02:43 PM

Cc:

"Parson Cliff P."

[Show Details](#)

1 Attachment



Board Member Recommendations Letter to Gwen.doc

Gwen,

Attached is the November 15th letter I drafted for the Commissioners. With this letter and the one from January 13th, we should have a total of 5 prospective new members.

I have located the Volunteer Board Information Sheet you requested and will work with the newest members to have the forms completed during the week of our next Board meeting February 13th.

Thanks for your extra efforts Gwen! We'll look forward to hearing from you after the Commissioners' February meeting.

Jan

--

Jan Hood, MS, MAEd, LPC, CSWM

Executive Director

Promise Place

1401 Park Avenue

New Bern, NC 28560

252-636-3381

252-636-2278 (fax)

www.sexualassaultresources.com

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1401 Park Avenue • New Bern • NC • 28560

Phone: 252-636-3381 • Fax: (252)-636-2278

MEMORANDUM

January 13, 2011

To: Gwen Bryan
From: Jan Hood, Executive Director
RE: Promise Place Board of Directors

Gwen,

As Executive Director of Promise Place, I am writing to inform you that at their January meeting, our Board of Directors unanimously voted to recommend the following individual to be appointed to membership:

Kimberly Rademacher
329 Gibbs Road
New Bern, NC 28560

Please let me know if you need further information for the Commissioners.

Most sincerely,

Jan Hood, MS, MAEd, LPC

Executive Board

Clifford P. Parson, President • Jean Kenefick, Vice President • Cindi M. Quay, Secretary • Amy Currin, Treasurer



1401 Park Avenue • New Bern • NC • 28560

Phone: 252-636-3381 • Fax: (252)-636-2278

MEMORANDUM

November 15, 2011

To: Gwen Bryan
From: Jan Hood, Executive Director
RE: Promise Place Board of Directors

Gwen,

As Executive Director of Promise Place, I am writing to inform you that at their November meeting, our Board of Directors unanimously voted to recommend the following people to be appointed to membership:

Walter Graves
681 Crump Farm Road
New Bern, NC 28562

Mary Ann Harper
2907 Roanoke Avenue
New Bern, NC 28562-2543

Ed Armstrong
229 Sarah's Circle
New Bern, NC 28562

Ciara Rogers
519B Metcalf Street
New Bern, NC 28560

We have also accepted resignations from Rodney Currin and Becky McKinney. Because there has been a good bit of movement both into and out of our Board, I am attaching a current list of Board members which includes the above referenced members.

Please let me know if you need further information for the Commissioners.

Most sincerely,

Jan Hood, MS, MAEd, LPC

Executive Board

Clifford P. Parson, President • Jean Kenefick, Vice President • Cindi M. Quay, Secretary • Amy Currin, Treasurer

OFFER TO PURCHASE AND CONTRACT

[Consult "Guidelines" (Standard Form 2G) for guidance in completing this form]

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": Craven County

(b) "Buyer": Johnny Fillingane

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

Street Address: 1040 Kite Town Road

City: (near) Vanceboro Zip: 28586

County: Craven, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit 2, Block/Section, Subdivision/Condominium Deer Creek

Subdivision, as shown on Plat Book/Slide G-120-D at Page(s)

The PIN/PID or other identification number of the Property is: 1-042-6004

Other description: 2 Deer Creek Subdivision

Some or all of the Property may be described in Deed Book 2995 at Page 653

(d) "Purchase Price": \$ 18,000.00

paid in U.S. Dollars upon the following terms: BY DUE DILIGENCE FEE made payable to Seller by the Effective Date. BY INITIAL EARNEST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) with this offer OR delivered within five (5) days of the Effective Date of this Contract by cash personal check official bank check wire transfer.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check or wire transfer to be delivered to Escrow Agent no later than, TIME BEING OF THE ESSENCE with regard to said date.

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver good funds to the payee. In the event Buyer does not timely deliver good funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid in connection with this transaction, hereinafter collectively referred to as "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest



This form jointly approved by: North Carolina Bar Association North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2-T Revised 1/2012 © 1/2012

Buyer initials Seller initials

Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller upon Seller's request as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(e) and 4(f) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "Escrow Agent" (insert name): Century 21 Zaytoun-Raines
NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be.

(h) "Due Diligence": Buyer's opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

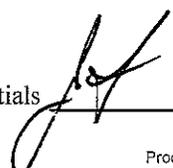
(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to conduct Due Diligence during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 8(l) or Paragraph 12, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on February 27, 2012 *TIME BEING OF THE ESSENCE* with regard to said date.

(k) "Settlement": The proper execution and delivery to the settlement agent of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the settlement agent's receipt of all funds necessary to complete such transaction.

(l) "Settlement Date": The parties agree that Settlement will take place on March 2, 2012 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the settlement agent's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the settlement agent after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the settlement agent in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should

Buyer initials  Seller initials _____

reveal unexpected liens, encumbrances or other title defects, or if the settlement agent is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 13 (Delay in Settlement/Closing).

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

2. **FIXTURES**: The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: range/stove/oven, any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke/carbon monoxide/alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, attached wall and/or door mirrors, fuel tank(s) whether attached or buried and including contents, if any, as of Settlement, landscape and/or foundation lighting, invisible fencing including all related equipment, lawn irrigation systems and all related equipment, water softener/conditioner and filter equipment and any other items attached or affixed to the Property, EXCEPT the following items which are leased or not owned by Seller or which Seller does not intend to convey: n/a

Seller shall repair any damage caused by removal of any items excepted above.

(NOTE: Seller and Buyer should confirm whether fuel tanks, antennas, satellite dishes and receivers, alarm systems, and other items listed above are leased or not owned by Seller and should be entered in the blank above.)

3. **PERSONAL PROPERTY**: The following personal property shall be transferred to Buyer at no value at Closing: Refridgerato
r

(NOTE: Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.)

4. **BUYER'S DUE DILIGENCE PROCESS:**

(a) **Loan**: During the Due Diligence Period, Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction since the Loan is not a condition of the Contract.

(b) **Property Investigation**: During the Due Diligence Period, Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

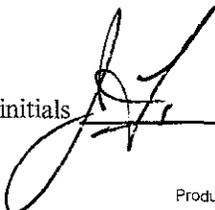
(i) **Inspections**: Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents**: Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer.

(iii) **Insurance**: Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals**: An appraisal of the Property.

(v) **Survey**: A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

Buyer initials  Seller initials _____

(vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(c) **Repair/Improvement Negotiations/Agreement:** The parties acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 20.

NOTE: See Paragraph 8(b) Access to Property/Walk-Through Inspection and Paragraph 8(k) Negotiated Repairs/Improvements.

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity:** 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 except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

WARNING: If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. **SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION.** Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(g) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

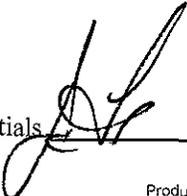
5. **BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer does does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: FHA VA (attach FHA/VA Financing Addendum) Conventional Other: _____ loan at a Fixed Rate Adjustable Rate in the principal amount of _____ plus any financed VA Funding Fee or FHA MIP for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan").

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer does does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase.

NOTE: If Buyer does have to sell, Buyer and Seller should consider including a Contingent Sale Addendum (Standard Form 2A2-T) with this offer.

Buyer initials  Seller initials _____

The name, address and telephone number of the president of the owners' association or the association manager is: n/a

Owners' association website address, if any: n/a

The name, address and telephone number of the president of the owners' association or the association manager is: n/a

Owners' association website address, if any: n/a

8. SELLER OBLIGATIONS:

(a) **Evidence of Title:** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

(b) **Access to Property/Walk-Through Inspection:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer an opportunity to conduct a final walk-through inspection of the Property.

(c) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(d) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit and indemnification agreement in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment as described in N.C.G.S. §44A-8 to the Property within 120 days prior to the date of Settlement verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(e) **Payment and Satisfaction of Liens:** All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

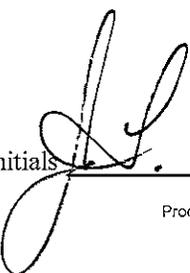
(f) **Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property at Settlement unless otherwise stated herein, which shall convey fee simple marketable and insurable title, free of all encumbrances and defects which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to terminate this Contract prior to the expiration of the Due Diligence Period as a result of any encumbrance or defect that is or would have been revealed by a title examination of the Property or a current and accurate survey shall not relieve Seller of any obligation under this subparagraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(g) **Deed, Excise Taxes:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes required by law. The deed is to be made to: Johnny Fillingane

(h) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ _____ toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, less any portion disapproved by Buyer's lender.

Buyer initials  Seller initials _____

NOTE: Examples of Buyer's expenses associated with the purchase of the Property include, but are not limited to, discount points, loan origination fees, appraisal fees, attorney's fees, inspection fees, and "pre-pays" (taxes, insurance, owners' association dues, etc.).

(i) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated.

(j) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(k) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(l) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

9. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) **Rents:** Rents, if any, for the Property;

(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

10. **HOME WARRANTY:** Select one of the following:

No home warranty is to be provided by Seller.

Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ and Seller agrees to pay for it at Settlement.

Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ and will pay for it at Settlement.

NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

11. **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

12. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

13. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and settlement agent and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date, or to further extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

Page 7 of 10

Buyer initials _____

Seller initials _____

STANDARD FORM 2-T
Revised 1/2012
© 1/2012

14. **POSSESSION:** Possession, including all means of access to the Property (keys, codes, garage door openers, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s) (**NOTE:** Consider attaching Additional Provisions Addendum (Form 2A-11-T) or Vacation Rental Addendum (Form 2A13-T))

15. **OTHER PROVISIONS AND CONDITIONS:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO. **NOTE:** UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.

- | | |
|--|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input type="checkbox"/> OTHER: _____ | |

16. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

17. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

18. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective 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.

19. **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.

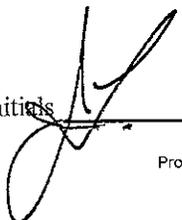
20. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

21. **NOTICE:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this Contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

22. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument, and the parties adopt as their seals the word "SEAL" beside their signatures below.

23. **COMPUTATION OF DAYS:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made.

Buyer initials _____ Seller initials _____



THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date.

Date: 2-10-12
Buyer Johnny Fillingane (SEAL)
Johnny Fillingane

Date: _____
Seller _____ (SEAL)
Craven County

Date: _____
Buyer _____ (SEAL)

Date: _____
Seller _____ (SEAL)

Date: _____
Buyer _____ (SEAL)

Date: _____
Seller _____ (SEAL)

NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: _____

Buyer Fax#: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax#: _____

Seller E-mail: _____

SELLING AGENT NOTICE ADDRESS:

Firm Name: Century 21 Zaytoun-Raines

Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Mailing Address: 312 S Front Street, New Bern, NC 28560

Individual Selling Agent: Michael Raines

Acting as a Designated Dual Agent (check only if applicable)

License #: 217510

Selling Agent Phone#: (252) 259-2129

Selling Agent Fax#: (252) 633-5515

Selling Agent E-mail: michaelraines@c21zr.com

LISTING AGENT NOTICE ADDRESS:

Firm Name: Century 21 Zaytoun-Raines

Acting as Seller's Agent Dual Agent

Mailing Address: Same as Selling Agent

Individual Listing Agent: Marvin Raines

Acting as a Designated Dual Agent (check only if applicable)

License #: 26161

Listing Agent Phone#: (252) 633-3069

Listing Agent Fax#: (252) 633-5515

Listing Agent E-mail: mraines@c21zr.com

ESCROW ACKNOWLEDGMENT OF INITIAL EARNEST MONEY DEPOSIT

Escrow Agent acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms hereof.

Date _____

Firm: Century 21 Zaytoun-Raines

By: _____
(Signature)

(Print name)

**AGREEMENT FOR PARTICIPATION IN THE
STATEWIDE MISDEMEANANT CONFINEMENT PROGRAM**

An Executive Summary

January 1, 2012

- The Agreement specifies that participation by the County and by the Sheriff will be governed by the terms and conditions of the Program as established from time to time by the North Carolina Sheriffs' Association pursuant to the Association's statutory authority to develop and implement the Program as designated in G.S. 148-32.1 (b1) and (b2) and Section 7.(f) of House Bill 642 enacted as Session Law 2011-192.

- By drafting the Agreement to refer to the terms and conditions of the Program, and by not specifying those terms and conditions in the Agreement itself, changes can be made in the Program without the necessity of getting the Agreements between numerous counties, their sheriffs and the Department of Public Safety amended each time. This will give the Program the flexibility to adapt to changing conditions, to increase the reimbursement rates to the counties if sufficient funds are available in the Fund and to make other changes to improve the Program without the necessity of getting the numerous Agreements re-signed.

- By drafting the agreement to allow the Sheriff to notify the Program in writing of the number of misdemeanants that will be accepted, and not specifying the number of misdemeanants in the Agreement, changes can be made by the County and the Sheriff to the number of misdemeanants that will be accepted without the necessity of getting the Agreement amended each time by the County, by the Sheriff and by the Department of Public Safety.

- Each County and Sheriff that participates in the Program is protected from any unwanted changes in the terms and conditions of the Program because the Agreement:
 - (1) Allows the County and the Sheriff to unilaterally change the number of misdemeanants that will be accepted from the Program;
 - (2) Provides that any changes in the Program do not apply to misdemeanants assigned to the County prior to the date of the changes;
 - (3) Allows the County and the Sheriff to unilaterally terminate the Agreement at any time and thereby not have to accept any new misdemeanants and thereby not have to accept any changes to the terms and conditions of the Program.



NORTH CAROLINA SHERIFFS' ASSOCIATION
LAW ENFORCEMENT OFFICERS AND STATE OFFICIALS
OF NORTH CAROLINA



President
SHERIFF RICHARD WESTER
Chatham County

First Vice President
SHERIFF TONY PERRY
Camden County

Second Vice President
SHERIFF KEVIN FRYE
Avery County

Third Vice President
SHERIFF ASA B. BUCK, III
Carteret County

Secretary - Treasurer
SHERIFF BRAD RILEY
Cabarrus County

Chairman - Executive Committee
SHERIFF SAM PAGE
Rockingham County

Executive Vice President
and General Counsel
EDMOND W. CALDWELL, JR

EXECUTIVE COMMITTEE
MEMBERS
(Past Presidents)

SHERIFF W. E. "BILLY" SMITH
Lenoir County

SHERIFF EARL BUTLER
Cumberland County

SHERIFF STEVE BIZZELL
Johnston County

SHERIFF JERRY G. MONETTE
Craven County

SHERIFF JAMES L. KNIGHT
Edgecombe County

MEMORANDUM

TO: All Sheriffs

FROM: Eddie Caldwell
Executive Vice President and General Counsel
North Carolina Sheriffs' Association

DATE: January 3, 2012

RE: Terms and Conditions of the
Statewide Misdemeanant Confinement Program (SMCP)

Pursuant to House Bill 642, The Justice Reinvestment Act, effective January 1, 2012 all misdemeanants sentenced to 91-180 days will serve their sentence in certain county jails as a part of the Statewide Misdemeanant Confinement Program (SMCP). Sheriffs and counties participating in the SMCP will be reimbursed from the Statewide Misdemeanant Confinement Fund for the care, supervision, transportation and other related expenses of those misdemeanants serving their sentence pursuant to the SMCP.

Sheriffs and counties that enter into a written agreement with the Department of Public Safety to house misdemeanants pursuant to the SMCP are agreeing to abide by the terms and conditions of the SMCP. The terms and conditions of the SMCP as of January 1, 2012 are described in full detail in the *Statewide Misdemeanant Confinement Program Training Guide*. The Guide was provided to all attendees at the six SMCP training classes held across the state in December, 2011. Additional copies of the Guide may be obtained from the SMCP by emailing your request to SMCP@ncsheriffs.net or by calling 919-459-8197.

General guidelines and reimbursement rates as a part of the SMCP's terms and conditions are as follow:

1. Participation in the SMCP

All 100 North Carolina counties are participating in the SMCP as a "sending" county. The SMCP refers to all counties as a "sending" county



Post Office Box 20049 • Raleigh, N.C. 27619-0049 • Telephone: (919) SHERIFF (743-7433)

Fax: (919) 783-5272 • E-mail: ncsa@ncsheriffs.net • www.ncsheriffs.org

The North Carolina Sheriffs' Association is a Non-Profit, tax exempt organization recognized by the I.R.S.

since all misdemeanants sentenced to 91 to 180 days by the courts of every North Carolina county must be assigned by the SMCP to serve their sentence in a confinement facility that is participating in the SMCP.

In addition to being a "sending" county, many sheriffs have agreed to participate in the SMCP as a "receiving" county. Counties and sheriffs who voluntarily agree to house inmates in their local jail or detention center as assigned by the SMCP are referred to by the SMCP as a "receiving" county.

SMCP Inmates housed in a "receiving" county may have been convicted in court in that same county or may have been convicted in court in a different county and been transported to the "receiving" county from another "sending" county.

The daily housing rate will be paid by the SMCP to a "receiving" county for an SMCP inmate for each day, to include the date of arrival but not the date of release.

2. Transportation and Supervision of SMCP Inmates

"Sending" counties are expected to transport SMCP inmates to the "receiving" county.

A sheriff's office that is authorized to transport a SMCP inmate will be paid for transportation and supervision of the SMCP inmate: (1) to another county's jail; (2) to an out-of-jail medical services provider; or (3) while supervising the out-of-jail inmate while the medical services are being provided.

The mileage and driving time will be calculated by the SMCP's automated system for transportation from county jail to county jail, or from county jail to a medical services provider.

Payment at the established SMCP rate will be made for only one officer to provide transportation or supervision, unless special circumstances dictate additional personnel.

3. Medical Services for SMCP Inmates

In-jail medical services and all other housing related services for SMCP inmates are provided by the "receiving" county for which the "receiving" county is paid the daily housing rate by the SMCP.

Out-of-jail medical expenses for SMCP inmates should be billed by the medical services provider directly to the SMCP. The medical services provider will be paid directly by the SMCP from the Statewide Misdemeanant Confinement Fund.

4. Notification to the SMCP of an Eligible Inmate

When an inmate receives a sentence of 91 to 180 days, the sheriff's office in the county of conviction should notify the SMCP using the forms and procedures described in the SMCP training classes.

Reimbursement for a SMCP inmate will not be made by the SMCP to a county until the SMCP receives the appropriate form(s) and supporting document(s).

5. Schedule for Reimbursement to the County by the SMCP

For transportation and supervision of SMCP inmates, reimbursement will be made to counties in the calendar month immediately following the month in which the transportation or supervision is provided.

For the daily housing rate for SMCP inmates, reimbursement will be made to counties for the total period of incarceration of an SMCP inmate in the calendar month immediately following the month in which the inmate is released after serving the inmate's entire SMCP sentence.

6. Current Reimbursement Rates

As of January 1, 2012, the current reimbursement rates for the SMCP are:

Daily housing rate:	\$40.00/day
Supervision:	\$25.00/hour
Mileage:	\$0.555/mile (at the current IRS rate)

7. SMCP Administration

The North Carolina Sheriffs' Association administers the Statewide Misdemeanant Confinement Program and payments from the Statewide Misdemeanant Confinement Fund.

The SMCP has an automated system for calculating the number of days an inmate is incarcerated in a county.

A monthly statement of reimbursements being made by the SMCP to the county will be emailed by the SMCP to the county sheriff and to one other designated county official. Sheriffs and counties may review the monthly statement for accuracy, and should notify the SMCP of any questions.

Payments will be made by the SMCP to counties as early in the month as possible, but no later than the last business day of the month. Funds will be delivered via electronic funds transfer (EFT) to a designated county fund.

Complete details and operating procedures for the SMCP are outlined in the training guide that was provided to all attendees at the six SMCP training classes held across the state in December, 2011.

Additionally, the Association will offer an additional and final SMCP training class on January 25, 2012 in Wake County. An invitation to the training class will be sent to all sheriffs via email next week.

Statewide Misdemeanant Confinement Program
Terms and Conditions
January 3, 2012
Page 4 of 4

If you have any questions about the SMCP, please do not hesitate to call me at (919) 459-1052 or Keenon James at (919) 459-8198.

**STATE OF NORTH CAROLINA
COUNTY OF CRAVEN**

**AGREEMENT FOR PARTICIPATION IN THE
STATEWIDE MISDEMEANANT CONFINEMENT PROGRAM**

THIS AGREEMENT shall be effective the 1st day of January, 2012, by and between the North Carolina Department of Public Safety and Craven County, a body politic organized and existing under the laws of the State of North Carolina (hereinafter referred to as "County") and Sheriff Jerry G. Monette, the Sheriff of Craven County.

WITNESSETH:

WHEREAS, the Statewide Misdemeanant Confinement Program (hereinafter referred to as "Program") was created, pursuant to G.S. § 148-32.1(b2), to provide housing in local confinement facilities of misdemeanants serving sentences that impose periods of confinement of more than 90 days and up to 180 days, except for those sentenced for an impaired driving offense; and

WHEREAS, all misdemeanants serving periods of confinement of more than 90 days and up to 180 days, except for those serving a sentence for an impaired driving offense, shall be committed for the term designated by the court to confinement pursuant to the Program as a matter of law pursuant to G.S. § 15A-1352(e); and

WHEREAS, pursuant to G.S. 148-32.1 (b1) and (b2) and Section 7.(f) of Session Law 2011-192, the Department of Public Safety has contracted with the North Carolina Sheriffs' Association, Inc. to implement the Program and to establish the terms and conditions for the operation thereof consistent with The Justice Reinvestment Act of 2011 as enacted in Session Law 2011-192, along with any subsequent amendments thereto; and

WHEREAS, counties, through their respective Sheriffs, can voluntarily agree to house misdemeanants pursuant to the Program by entering into this written agreement with the Department of Public Safety pursuant to G.S. § 148-32.1(b2); and

WHEREAS, the Statewide Misdemeanant Confinement Fund (hereinafter referred to as "Fund"), created pursuant to G.S. § 148-10.4, shall provide reimbursement to counties for expenses incurred for housing misdemeanants under the Program, including the care, supervision, transportation and other related expenses of those misdemeanants;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. **PARTICIPATION.**

- a. The County and the Sheriff voluntarily agree to participate in the Program and for the Sheriff to provide housing of misdemeanants sentenced pursuant to the Program, including the care, supervision, and transportation of those misdemeanants.
- b. The Sheriff will notify the Program in writing of the number of misdemeanants that the County and the Sheriff agree to accept. This number may be amended from time to time upon written notification from the Sheriff to the Program, provided however that a reduction in the number of misdemeanants to be housed by the Sheriff shall only apply to new admissions and shall not require the Program to remove misdemeanants previously assigned to the Sheriff for housing pursuant to the Program.
- c. Participation of the County and the Sheriff in the Program shall be upon the terms and conditions established by the Program and as amended from time to time, provided however that any changes in the terms and conditions of the Program shall not apply to misdemeanants assigned to the Sheriff before the effective date of the change, unless the change is agreed to by the Sheriff. Additionally, the Sheriff has the right to decline to accept assignment of any additional misdemeanants subsequent to the effective date of any change to the terms and conditions of the Program.

2. **TERMINATION.**

This Agreement shall remain in effect until terminated by the County, by the Sheriff or by the Department of Public Safety.

- a. This Agreement may be terminated by the County or by the Sheriff at any time, such termination to be effective no sooner than the date upon which the Program and the Department of Public Safety both receive the notice of termination in writing from the County or from the Sheriff via the United States Postal Service, by certified mail, return receipt requested, or by personal delivery. The termination of this Agreement by the County or by the Sheriff shall terminate the County's agreement and terminate the Sheriff's agreement to accept any additional misdemeanants after the effective date of the termination, but shall not relieve the County or the Sheriff of the responsibility for misdemeanants accepted by the Sheriff prior to the effective date of the termination of this agreement.
- b. This Agreement may be terminated by the Department of Public Safety at any time, such termination to be effective no sooner than the date upon which the County, the Sheriff and the Program all receive the notice of termination in writing from the Department of Public Safety via the United States Postal Service, by certified mail, return receipt requested, or by personal delivery to both the County, to the Sheriff and to the Program. The termination of this

Agreement by the Department of Public Safety shall not relieve the Department of Public Safety or the Program of the reimbursement responsibilities or other responsibilities for misdemeanants accepted by the Sheriff prior to the effective date of the termination of this Agreement.

3. REIMBURSEMENT BY DEPARTMENT OF PUBLIC SAFETY.

The Department of Public Safety agrees to promptly transfer funds from the Fund to the Program, as requested by the Program, for reimbursement to the County for the authorized costs under the Program of housing misdemeanants by the Sheriff, including the care, supervision, and transportation of those misdemeanants, pursuant to G.S. § 148-10.4(d)(1).

4. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of North Carolina.

5. ENTIRE AGREEMENT.

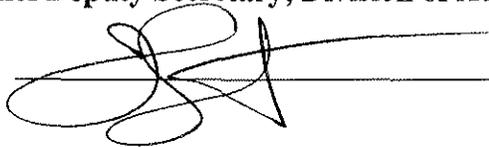
The parties agree that this document constitutes the entire agreement between the parties and may only be modified by a written mutual agreement signed by the County, the Sheriff and the Department of Public Safety.

This Agreement is executed in triplicate originals, with one original being retained by each party.

**NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
SECRETARY REUBEN F. YOUNG**

BY: Jennie Lancaster
Chief Deputy Secretary, Division of Adult Correction

Signature: _____



Date: _____

1-13-2012

FOR THE COUNTY

FOR THE SHERIFF

BY:

Printed Name: _____

BY:

Printed Name: Jerry G. Monette

Title: _____

Title: Sheriff, Craven County

Signature: _____

Signature: Jerry G. Monette

Date: _____

Date: 1-30-2012