

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MONDAY OCTOBER 6, 2014
7:00 P.M.**

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE MINUTES OF SEPTEMBER 15, 2014 REGULAR SESSION

1. PUBLIC HEARING ON ROAP GRANT(RURAL OPERATING ASSISTANCE PROGRAM)
2. PETITIONS OF CITIZENS
3. COVE CITY MATTERS
 - A. Water: Jack Veit, County Manager; Rusty Hayes, Water Superintendent; Rick Hemphill, Assistant County Manager – Finance/Administration
 - B. Recreation: Jack Veit; Eddie Games, Recreation Director; Gene Hodges, Assistant County Manager – Facilities/Operations

DEPARTMENTAL MATTERS

4. CARTS: Rosann Christian, CARTS Director
 - A. Request to Set Public Hearing for CTP (Community Transportation Program)
 - B. Request to Set Public Hearing for Civil Rights Program
5. TAX: Ronnie Antry, Tax Administrator
 - A. Routine Releases and Refunds
 - B. Petition for Refund
6. ECONOMIC DEVELOPMENT QUARTERLY UPDATE: Timothy Downs, Economic Development Director
7. EMERGENCY SERVICES: Stanley Kite, Director of Emergency Services
 - A. Technical Changes to Emergency Management Ordinance
 - B. Recommendations of EMS Advisory Council

8. PLANNING – SUBDIVISIONS FOR APPROVAL: Don Baumgardner,
Planning Director
9. COOPERATIVE EXTENSION – REQUEST FOR PROCLAMATION
10. FACILITIES – ANIMAL SHELTER ARCHITECTURAL CONTRACT:
Gene Hodges, Assistant County Manager – Facilities/Operations
11. FINANCE – BUDGET AMENDMENTS AND ORDINANCE UPDATE:
Rick Hemphill, Assistant County Manager, Finance/Administration
12. APPOINTMENTS
13. COUNTY ATTORNEY’S REPORT: Jim Hicks
14. COUNTY MANAGER’S REPORT: Jack Veit
15. COMMISSIONERS’ REPORTS

RECESS TO RECONVENE AT 8:30 A.M. OCTOBER 7

Agenda Date: October 6, 2014

Presenter: _____

Agenda Item No. 1

Board Action Required: Yes

PUBLIC HEARING ON ROAP GRANT (RURAL OPERATING ASSISTANCE PROGRAM)

A public hearing was set for October 6 at 7:00 p.m. to receive public comment on the 2015 ROAP (Rural Operating Assistance Program) application. A copy of the completed application has been made available for the public on the County's website.

Attachment #1 contains a letter requesting approval of the application. Also attached is the Certified Statement and a copy of the budget amendment that will be necessary if the Board approves the application.

CARTS Director, Rosann Christian will be making the presentation and requesting approval of the application and budget amendment following the close of the public hearing.

Board action: Receive public comment; consider approval of application. A roll call vote will be necessary to approve the budget amendment.

Agenda Date: October 6, 2014

Presenter: _____

Agenda Item No. 2

Board Action Required: No

PETITIONS OF CITIZENS

Board Action: Receive Information

Agenda Date: October 6, 2014

Presenters: Jack Veit, Rusty Hayes, Rick Hemphill,
Eddie Games, Gene Hodges

Agenda Item No. 3

Board Action Required: Yes

COVE CITY MATTERS

A. WATER

Staff will present for discussion the request of Cove City relative to water supply, as referenced in Attachment #3.A.

Board Action: Discuss and consider request for approval.

B. RECREATION

Attachment #3.B. details a request by the Town of Cove City relative to the Cove City Park property, which will be presented by staff for discussion.

Board Action: Discussion and consideration of request for approval.

Agenda Date: October 6, 2014

Presenter: Rosann Christian

Agenda Item No. 4

Board Action Required: Yes

DEPARTMENTAL MATTERS: CARTS

A. REQUEST TO SET PUBLIC HEARING FOR CTP (COMMUNITY TRANSPORTATION PROGRAM)

The Board will be asked to set a public hearing for 8:30 a.m. on October 20 to receive public comment on the 2016 CTP grant application as detailed in Attachment #4.A.

B. REQUEST TO SET PUBLIC HEARING FOR CIVIL RIGHTS PROGRAM

Attachment # 4.B, details a request that Ms. Christian will be making for a public hearing to be set for October 20, also at 8:30 a.m., to receive public comment on the Civil Rights Program which is now required as CARTS transitions from a rural to urban public transit system. She will explain the required measures for the system to establish its eligibility to receive federal funds.

Board Action: Approve requests to set public hearings.

Agenda Date: October 6, 2014

Presenter: Ronnie Antry

Agenda Item No. 5

Board Action Required: Yes

DEPARTMENTAL MATTERS: TAX

A. ROUTINE RELEASES AND REFUNDS

Craven County Tax Administrator, Ronnie Antry, will present the routine requests for tax releases and refunds contained in Attachment #5.A. for the Board's approval. Included in the attachment is a memo explaining a large release which is being recommended.

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

B. PETITION FOR REFUND

Attachment #5.B. is a memorandum from Mr. Antry detailing a request for refund by Mr. and Mrs. Marcus Innis. Included in the memorandum are the written request of Mr. and Mrs. Innis, a copy of the operative statute, an article from the School of Government and other documents associated with the property.

Board Action: Discussion and consideration of the request and recommendation of staff.

Agenda Date: October 6, 2014

Presenter: Timothy Downs

Agenda Item No. 6

Board Action Required: No

**DEPARTMENTAL MATTERS: ECONOMIC DEVELOPMENT – QUARTERLY
UPDATE**

Craven County Economic Development Director, Timothy Downs, will present an update on economic development activities in the county over the last quarter. The update will include a look at the recently launched economic development website and other new initiatives, as well as a general update on projects and prospects.

Board Action: Receive information

Agenda Date: October 6, 2014

Presenter: Stanley Kite

Agenda Item No. 7

Board Action Required: Yes

DEPARTMENTAL MATTERS: EMERGENCY SERVICES

A. TECHNICAL CHANGES TO EMERGENCY MANAGEMENT ORDINANCE

Emergency Services Director, Stanley Kite, will request that the Board approve technical changes to the County's Emergency Management Ordinance. Several references in the ordinance to North Carolina General Statutes need amendment to reflect renumbering of those sections by the General Assembly, as follows:

References to NCGS 166A-4 should be changed to NCGS 166A-19.3

References to NCGS 166A-7 should be changed to NCGS 166A-19.15

References to NCGS 166A-8 should be changed to NCGS 166A-19.22

The County Attorney has advised that a public hearing is not necessary for these technical changes.

Board action: Approval of the amendment will require a unanimous vote.

B. RECOMMENDATIONS OF EMS ADVISORY COUNCIL

Mr. Kite will present the two following recommendations from the EMS Advisory Council that were approved in their meeting of September 17:

- 1) modification of the Craven County EMS System Plan to allow Ft. Barnwell Rescue to operate at the Paramedic Level of care in the service area;
- 2) realignment of the service area for EMS between Havelock and Township 7 EMS

Attachment # 7.B. contains the memorandum detailing the requests, along with minutes of the Advisory Council meeting and a map of the proposed service area to be realigned.

Board Action: Consider requests for approval.

Agenda Date: October 6, 2014

Presenter: Don Baumgardner

Agenda Item No. 8

Board Action Required: Yes

DEPARTMENTAL MATTERS: PLANNING – SUBDIVISIONS FOR APPROVAL

The Planning Board met on September 25th and recommended the following subdivisions for approval:

1. Lindenrain Phase 1 – Final

- Property is owned by NAD Development, LLC and surveyed by Herbert J. Nobles Jr., PLS.
- Property is located within Twp. 7, off of Crump Farm Rd. (SR 1144)
- Parcel ID 7-100-18001
- Subdivision contains 30 lots on 22.43 acres
- Lots proposed are to be served by existing community water and individual septic systems

2. Edward Whitford Subdivision – Final

- Property is owned by Edward Whitford and Roderick Whitford and surveyed by Johnny J. Williams Land Surveying, P.C.
- Property is located within Twp. 2, on Old Vanceboro Road (SR 1616)
- Parcel ID 2-034-082
- Subdivision contains 1 lot on 1.00 acre
- Lot proposed to be served by existing community water and an individual septic system

3. Charles Sutton Subdivision – Final

- Property is owned by Perry Gaskins and surveyed by Terry K. Wheeler, PE, PLS
- Property is located within Twp. 1, on Gray Road (SR 1616)
- Parcel ID 1-035-005
- Subdivision contains 1 lot on 1.18 acres
- Lot proposed to be served by existing community water and an existing individual septic system

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

Agenda Date: October 6, 2014

Presenter: Tom Glasgow

Agenda Item No. 9

Board Action Required: Yes

DEPARTMENTAL MATTERS: COOPERATIVE EXTENSION – REQUEST FOR PROCLAMATION

Tom Glasgow, Cooperative Extension Agent, has asked that the Board adopt the proclamation contained in Attachment #9 in recognition of Farm City Day, and to have it read into the record.

Board Action: Approve proclamation

Agenda Date: October 6, 2014

Presenter: Gene Hodges

Agenda Item No. 10

Board Action Required: Yes

DEPARTMENTAL MATTERS: FACILITIES – ANIMAL SHELTER ARCHITECTURAL CONTRACT

The Board of Commissioners approved a capital project for Fiscal Year 2014-2015 to expand and update the facilities at the Craven County Animal Services Center. The goal is to increase the number of kennels that can house adoptable animals and to align the existing kennel space to meet the more modern standards as prescribed by the State of North Carolina. As staff has been working on this project, we have realized that the complexity of this project, in respect to meeting state regulations, exceeded our ability to plan and design this space internally. It is staff's recommendation that we engage local architect Charles R. Francis to provide architectural services in the planning, design, and construction process of this project. Mr. Francis is well aware of the budget the County has for this project and we are confident that he is capable of designing and planning a structure that will reflect our vision and budget requirements. Attached is a standard American Institute of Architects service contract for Mr. Francis' services. This contract has been reviewed by counsel and his recommended changes have been incorporated. Costs associated with this project will come from the already approved capital budget. It is staff's recommendation that the Board approve the attachment architectural services contract. (See Attachment #10)

Board Action: Approve the service contract.

Agenda Date: October 6, 2014

Presenter: Rick Hemphill

Agenda Item No. 11

**DEPARTMENTAL MATTERS: FINANCE – BUDGET AMENDMENTS AND
ORDINANCE UPDATE**

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

Amendments: Convention Center – Appropriation of an additional \$2,400 was made from Tourism Development Authority Board (FD 801) to the Convention Center. These funds are to cover the Smith Travel Research (STR) Destination Competitive Analysis cost.

Economic Development/ACT – Need to budget funding of up to \$400,000 to provide economic assistance to ACT in an effort toward preserving the viability of Cherry Point and related personnel. Further intent to enhance the economic development to include CarolinaEast Health Systems and general welfare of Craven County.

Water

Water/Castle Hayne Aquifer – Closed out first three phases of the Castle Hayne Aquifer Project. Need to budget \$26,707,493 for the Construction Phase of the project.

Water Ordinance: Castle Hayne Aquifer Project

Board Action: A roll call vote is needed to approve budget amendments and ordinance update.

Agenda Date: October 6, 2014

Presenter: _____

Agenda Item No. 12

Board Action Required: Yes

APPOINTMENTS

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

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

A. PENDING APPOINTMENT(S):

HAVELOCK BOARD OF ADJUSTMENT

AUTHORIZATION: Havelock City Code – Article XI

MISSION/FUNCTION: _____

NUMBER OF MEMBERS:

7

1

1

TYPE:

City of Havelock

Extraterritorial Jurisdiction (County)

Extraterritorial alternate (County)

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

County appointees must reside in the extraterritorial areas of the City of Havelock.

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: 3rd Wednesday of the month at 7:30 p.m., and at the call of the Chair

Terms ending: Nancy Webster, Alt. (Appointed 2009; resigned)

No applications on file. (The City of Havelock has not received any interest from citizens, but still working on it.)

B. CURRENT APPOINTMENTS

Attachment # 12.B. is a letter from Carteret County Manager, Russell Overman, requesting that representatives from Craven County be appointed to the Joint Land Use Study Policy and Technical Committees.

CRAVEN AGING PLANNING BOARD

AUTHORIZATION: Bylaws

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

Serves as the sole policy formulation board concerning aging programs on behalf of the Craven County Board of Commissioners.

NUMBER OF MEMBERS:

18

TYPE:

Agency - 10
Local Government - 3
Client/Caregiver - 2
Senior Representative - 3

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

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

LENGTH OF TERMS: 2 Years

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

COMPENSATION: No Yes Specify: _____

Terms ending: Angela Shelters, Client Representative (resigned)
Paula Lassiter, Public, At-Large Representative (resigned)

Applications on file: Clay Gaskins, Client Representative (Attachment #12.B.1)

CRAVEN COUNTY CLEAN SWEEP COMMITTEE

AUTHORIZATION: Bylaws

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

NUMBER OF MEMBERS:

25

TYPE:

Civic, neighborhood, municipal, industrial business, schools

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

LENGTH OF TERMS: 3 Years

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

COMPENSATION: No X Yes Specify: _____

Terms ending: Joan Campbell (Appointed 2011)
 Pat Sager (Appointed 2008)

FIREMEN'S RELIEF FUND BOARD OF TRUSTEES

AUTHORIZATION: NCGS 58-84-30

MISSION/FUNCTION: To safeguard firefighters in active service and dependent members of their families from financial loss resulting from sickness, injury or loss of life suffered while in performance of his or her duties as a firefighter.

NUMBER OF MEMBERS:
5 per department

TYPE:
2 appointed by Board of Commissioners; 2 appointed by the department; 1 appointed by Commissioner of Insurance

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

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: As necessary

COMPENSATION: No X Yes Specify: _____

Terms ending: Felix Croom, Ft. Barnwell (Appointed 2008 – wishes to be reappointed)
 Aaron McLawhorn, Rhems (Appointed 2012 – wishes to be reappointed)
 Dred Mitchell, Cove City (Appointed 2006 – wishes to be reappointed)

FIRE TAX COMMISSIONERS

AUTHORIZATION: N.C.G.S. 69-25.5

MISSION/FUNCTION: To serve in an advisory capacity as representatives of the County Commissioners relative to determining the amount of fire protection needed in their respective districts, assuring that district residents are afforded fire protection commensurate with the amount of fire tax paid, and furnishing said protection.

NUMBER OF MEMBERS:

30

TYPE:

3 per District

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

Must be a qualified voter of the district represented.

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: _____

COMPENSATION: No Yes Specify: _____

Terms ending: William Laughinghouse, No. 7 (Appointed 2002)
Rolf Maris, Twp. 1 (Appointed 2012 – wishes to be reappointed)
Aaron McLawhorn, Rhems (Appointed 2012 – wishes to be reappointed)
Joseph Midgette, Twp. 1 (Appointed 2012 – wishes to be reappointed)

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

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

COMPENSATION: No : Yes Specify: _____

Terms ending: Fletcher Watts (Appointed 1996)

C. UPCOMING APPOINTMENTS

November None

December

Commissioners' Appointments

Clean Sweep Committee: Cherrie Sanders (Initial Appointment 2011)

CRSWMA: Joe Fogelman (Initial Appointment 2011)

Health Board: Paul Gaskins, Public (Initial Appointment 2008)
Rosanne Leahy, Nurse (Initial Appointment 2008)
Trey Paul, Pharmacist (Initial Appointment 2008)
Ronald Preston, Physician (Initial Appointment 2011)

Cove City Library: William Jones (Initial Appointment 2003)

Regional Library: Esther Hardin (Initial Appointment 2003)

Agenda Date: October 6, 2014

Presenter: Jim Hicks

Agenda Item No. 13

COUNTY ATTORNEY'S REPORT

A. UPDATE – SALE OF CRAVEN COUNTY HOME HEALTH AGENCY

County Attorney, Jim Hicks, will update the Board on the sale of the Craven County Home Health Agency to PruittHealth Home Health, Inc.

B. UPDATE –DAYS INN HOTEL TAX FORECLOSURE

Mr. Hicks will update the Board on the City of New Bern's tax foreclosure and sale of the Days Inn Hotel. A copy of the Report of Sale is attached hereto.

(Attachment # 13.B)

C. OFFER TO PURCHASE REAL PROPERTY – 612 MURPHY DRI (#3-C-07-003).

The County and the Town of Cove City have received an offer from Wilbert Crouell in the amount of \$1,500.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$1,328.26. Attachment #13.C. contains a copy of the offer to purchase, deed, and GIS information. The City will consider this request at a subsequent meeting.

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

Note: As of the date of this Report, we are still awaiting further information and analysis as to whether to recommend that the Board accept or reject the offer.

Agenda Date: October 6, 2014

Presenter: Jack Veit

Agenda Item No. 14

COUNTY MANAGER'S REPORT

Agenda Date: October 6, 2014

Presenter: _____

Agenda Item No. 15

COMMISSIONERS' REPORTS

RECESS TO RECONVENE AT 8:30 A.M. OCTOBER 7

Craven County



**Craven Area Rural Transit System
PUBLIC TRANSPORTATION**

P.O. Box 13605 - 2822 Neuse Blvd.
New Bern, North Carolina 28561
Phone: 252-636-4917 - Fax: 252-636-4919
1-800-735-2962 TDD/TTY
Email: carts@cravencounty.com



October 6, 2014

To: Board of Craven County Commissioners
Jack Veit, III, Craven County Manager
Gene Hodges, Assistant County Manager
Rick Hemphill, Assistant County Manager

From: Rosann Christian, CARTS Director

Subject: FY 2015 Rural Operating Assistance Grant (ROAP)

Craven County's application for the FY 2015 Rural Operating Assistance Program (ROAP) has been completed and a copy of the completed application is available on the Craven County web site. Notice of the application and Public Hearing was advertised as required in the local newspaper. ROAP funds are allocated to each county based on census population information. ROAP funds include Elderly and Disabled Transportation Assistant (EDTAP), Rural General Public (RGP), and Employment (EMPL)

Funds available to Craven County total \$216,373. This represents a decrease of \$27,701 over the previous fiscal year. If approved by Craven County and NCDOT/PTD, this grant money will be utilized to fund transportation services provided by Craven Area Rural Transit System (C.A.R.T.S.).

The completed application is due back no later than Friday, October 24, 2014.

At the conclusion of the Public Hearing, CARTS is requesting approval to apply for the Craven County portion of the FY 2015 ROAP Grant.

Thank you for your continued support of the operations of CARTS and assisting the citizens of Craven County with their transportation needs.

CERTIFIED STATEMENT
FY2015
RURAL OPERATING ASSISTANCE PROGRAM
County of Craven

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

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

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

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

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

WHEREAS, the period of performance for these funds will be July 1, 2014 to June 30, 2015 regardless of the date on which ROAP funds are disbursed to the county.

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

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

- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2015 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Mobility Development Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in a semi-annual report and a final year-end report to NCDOT – Public Transportation Division or its designee.
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amounts of FY2015 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly & Disabled Transportation Assistance Program (EDTAP)	\$81,164	\$81,164
Employment Transportation Assistance Program (EMPL)	\$41,419	\$41,419
Rural General Public Program (RGP)	\$93,790	\$93,790
TOTAL	\$216,373	\$216,373

WITNESS my hand and county seal, this ____ day of _____, 20____.

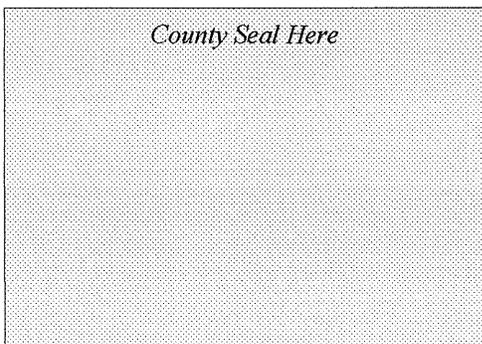
Signature of County Manager/Administrator

Signature of Board of County Commissioners Chairperson

Printed Name of County Manager/Administrator

Printed Name of Chairperson

State of North Carolina County of



Signature of County Finance Officer

Printed Name of County Finance Officer



BUDGET AMENDMENTS

1. Fund: General

2. Department: Transportation CARTS

3. Revenue Account Number(s)	Amount	4. Expenditure Account Number(s)	Amount
101-7002-368.13-00	(28,488.00)	101-7001-450.31.01	(925.00)
General Public-Craven		Regular Vehicle Expense	
101-7002-368.14-00	(2,125.00)		
General Public Jones			
101-7002-368.15-00	(2,197.00)		
General Public-Pamlico			
101-7002-368.28-00	2,895.00		
Craven Employment			
101-7002-369.33-00	362.00		
Jones Employment			
101-7002-369.38-00	(228.00)		
Pamlico Employment			
101-7002-368.02-00	(2,108.00)		
EDTAPCraven			
101-7002-369.50-00	(3,731.00)		
EDTAP-Jones			
101-7002-369.51-00	(3,829.00)		
EDTAP-Pamlico			
pg 1 sub-total	6,635.00	pg 1 sub-total	(31,889.00)
pg 2 sub-total	(39,449.00)	pg 2 sub-total	(925.00)
Total:	(32,814.00)	Total:	(32,814.00)

Justification or Explanation of Change:

NC DOT/PTD adjusted FY 2015 ROAP-EDTAP, RGP, and EMPL funds according to NC legislative action.

Department Head

Date

County Manager

Date

County Commissioners/Chairman

Date

Journal Entry Number

Date

TOWN OF COVE CITY Attachment #3.A.
P.O. BOX 8
COVE CITY, NC 28523

Phone 252-633-1595

Fax 252-633-1595

Mayor
Dred C. Mitchell
Mayor Pro Tem
Wiley Avery

Board
Roy D. McCoy
Evelyn E. Brown
Linda McCoy
Barbara H. Jones

September 9, 2014

Craven County Board of Commissioners
406 Craven Street
New Bern, North Carolina 28560

Dear Commissioners,

The Town of Cove City would like to thank you for your consideration and time in regards to the challenges we are facing in regards to our water distribution system. We have received your letter dated September 5, 2014 and The Cove City Board of Commissioners voted at their Monday, September 8, 2014 meeting to pursue the option to purchase water in bulk from Craven County rather than the City of New Bern. This is contingent upon an itemized statement to contain all costs associated with the interconnection of the two systems.

We appreciate your consideration to this request and look forward to discussing this with you in the future.

Sincerely yours,

TOWN OF COVE CITY

Dred C. Mitchell, Jr., Mayor
Home 252-638-3070
Mobile 252-342-4590

September 5, 2014

Town of Cove City
c/o Mayor Dred Mitchell and Board of Aldermen
P.O. Box 8
Cove City, NC 28523

Dear Mayor and Aldermen,

The intention of this letter is to clarify and document the discussion at our recent meeting and options available to the City regarding the water system with the County's participation. There appear to be two options available which involve the County. One is for the City to bulk purchase water from the County, rather than the City of New Bern. The rates which the County would offer were documented in the April 14, 2014 letter (copy attached). This option would require an interconnection of the two systems to be designed and constructed. The cost of the interconnection is estimated to be between \$16,000 and \$20,000 and would be borne by the City. This option would result in the City continuing to read meters, bill water at rates established by the City, and collect those fees.

The second option would be for the City to transfer the ownership of the water system to the County. The County would tie into the City's water system and provide water directly to the citizens. The County would provide all services associated with the water system. The rates charged to the users would be the same rates charged to other County water customers. These rates were documented in the April 14, 2014 letter. The City would continue to provide, maintain, bill and collect fees for the sewer service they provide to users. The County could provide meter readings to the City (for the sewer billing) or the County could contract with the City to read the meters and provide the readings to the County. That would be at the option of the City. Under this second option the City has no upfront connection costs and the users receive water at a lower price.

Our discussions also included the transfer of ownership of the Cove City park from the County to the City. We have determined that the County can transfer the deed to the City but it would have to contain all the restrictions that currently exist as a result of the FEMA buyout of this flood prone property.

Date

Addressee

Dear _____,

The County has been asked to provide alternatives to the Town of Cove City to provide water to the town. As we understand the current situation, the Town buys water in bulk from New Bern and then resells to the citizens (users). The Town does the billing and maintains the system. The Town has the authority to "get out" of the agreement with New Bern and desires the County to provide a proposal to provide water.

There are two possible scenarios. First the County simply replaces New Bern as the provider of water and the Town continues to do what it is currently doing. The County would provide water to the Town at the rates charged to non-residential users of County water plus a monthly meter charge. The County would charge a meter fee of \$400 per month to the Town plus water at the following rates:

Non – Residential	
0 – 3,000	\$22.00
3,001 – 6,000	\$3.00
6,001 – 9,000	\$3.50
9,001 – 12,000	\$3.50
12,001 – 15,000	\$3.50
Over 15,000	\$3.75

For example, the total charge to the town for a million gallons of water would be calculated as follows:

Meter charge	400.00
First 3000 gallons	22.00
3001-6000	9.00
6001-9000	10.50
9001-12,000	10.50
12,001-15,000	10.50
Next 985,000 gallons	3,693.75
Total monthly bill	4156.25

The Town would be expected to pay for the interconnection of the two systems and the meter which we estimate would be a total cost of between \$16,000 and \$20,000.

Option two is for the County to take over the Town's system and all of the existing customers would become County customers. The County would read the meters, do the billing, and maintain the system. The users would pay the same rates as other County water customers. Non-residential customers would pay the rates shown above (with no meter charge) and residential customers would pay the following:

Residential	
0 – 3,000	\$15.00
3,001 – 6,000	\$3.00
6,001 – 9,000	\$3.50
9,001 – 12,000	\$4.00
12,001 – 15,000	\$5.00
Over 15,000	\$6.00

Under this scenario the Town would be out of the water business.

Either of these options are acceptable to the County and can be discussed further at your convenience.

Sincerely

TOWN OF COVE CITY

P.O. BOX 8

COVE CITY, NC 28523

Attachment #3.B.

Phone 252-633-1595

Fax 252-633-1595

Mayor

Dred C. Mitchell

Mayor Pro Tem

Wiley Avery

Board

Roy D. McCoy

Evelyn E. Brown

Linda McCoy

Barbara H. Jones

September 9, 2014

Craven County Board of Commissioners

406 Craven Street

New Bern, North Carolina 28560

Dear Commissioners,

The Town of Cove City would like to formally accept the offer of the transfer of deed of ownership of the Cove City Park. We also request clarification of the of the lease agreement and revenues associated with that agreement and the facts/rules of the restrictions of the FEMA buyout.

We appreciate your consideration to this request and look forward to discussing this with you in the future.

Sincerely yours,

TOWN OF COVE CITY

Dred C. Mitchell, Jr., Mayor

Home 252-638-3070

Mobile 252-342-4590

SSC A9K

RS
438.00

Craven NC - Document Stamp
Becky Thompson, Register of Deeds
Date 06/11/2002 Time 12:09:29 1 of 4 Pgs
No: 2002-00046359

Book 1919 Page 307

Fee Amt : .00
Excise Tax: 438.00

NORTH CAROLINA

CRAVEN COUNTY

Parcel ID # 3-035-058

THIS DEED, made this 11th day of June, 2002, by and between **LEVIE G. HEATH and wife, BETTY McCOY HEATH**, of Craven County, North Carolina, Grantors to **CRAVEN COUNTY**, a body politic and corporate, existing under the laws of the State of North Carolina, Grantee, whose mailing address is 406 Craven Street, New Bern, North Carolina 28560;

WITNESSETH:

That the Grantors in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to them paid by the Grantee, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do bargain, sell, and convey unto the Grantee, its heirs and assigns, the following described property, to wit:

Being the 30.74 acres (includes 13.1 acres woods, 17.3 acres cleared and .34 acre (tract), including highway right-of-way, as shown on map entitled "property of Levie G. Heath" dated March 19, 1988, by W. E. Matthews, R.L.S., which map is recorded in Plat Cabinet E, Slide 145, in the Craven County Public Registry and said map is incorporated herein by reference for further and more particular description.

Being the same parcel conveyed to Levie G. Heath and wife, Betty McCoy Heath by deed dated April 25, 1988 and recorded in Book 1187 at Page 302 Craven County Registry.

Prepared by:
Sumrell, Sugg, Carmichael, Hicks & Hart, P.A.
310 Broad Street
New Bern, North Carolina 28560

156000-666 : 00 : 999-00100951

This conveyance is subject to the following restrictions:

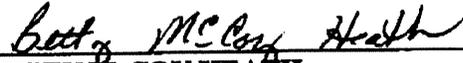
1. **LAND USE.** This property shall be used only for purposes of open space, recreation, wetlands management, and other uses as approved by State of North Carolina and Regional Director of FEMA.
2. **STRUCTURES.** No new structures or improvements shall be erected on this property other than bicycle and walk paths, restrooms, or other public facilities open on all sides and functionally related to open space or recreational use or any use consistent therewith.
3. **ASSISTANCE.** No future disaster assistance from any Federal source may be sought or provided for this property for any purpose.
4. **CONVEYANCE.** This property may be conveyed only to another public entity or non-profit organization created to enhance and promote recreation, wetlands management, and/or open space. Such conveyance may only occur with the prior written approval of State of North Carolina and Regional Director of FEMA.
5. **TERM AND BINDING EFFECT.** The foregoing covenants, conditions, and restrictions shall run with this property and be binding upon all parties having any right, title, or interest in the property or any part thereof, their successors and assigns. The foregoing covenants, conditions, and restrictions are not, however, intended to restrict the rights of third parties in existing easements for public roads, highways, public utilities, railroads, and pipelines.

TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee, its heirs and assigns, in fee simple forever.

And the Grantors, for them, their successors, and assigns, covenant to and with the Grantee, its heirs, successors, and assigns, that they be seized in fee of said premises and have the right to make this conveyance in fee simple; that the same is free and clear of all encumbrances whatsoever except for restrictive covenants described above, and other restrictive covenants, if any, of record in the Craven County Registry, highway or road rights-of-way, any easements of record in the Craven County Registry, any and all zoning regulations of Craven County, State of North Carolina, and ad valorem taxes subsequent to the year 2001; and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Grantors have hereunto set their hands and adopted as their seals the typewritten word "SEAL" appearing beside their names, this the day and year first above written.

 (SEAL)
LEVIE G. HEATH

 (SEAL)
BETTY MCCOY HEATH

NORTH CAROLINA

CRAVEN COUNTY

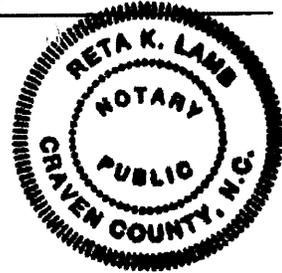
I, RETA K. LAMB, a Notary Public in and for the aforesaid County and State, do hereby certify that **LEVIE G. HEATH and wife, BETTY McCOY HEATH**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial stamp or seal, this 11th day of June, 2002.

My Commission Expires:

May 23, 2004

[Signature]
NOTARY PUBLIC



NORTH CAROLINA

CRAVEN COUNTY

The foregoing certificate of RETA K. LAMB, a Notary Public of the aforesaid County and State, is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the Office of the Register of Deeds of Craven County, North Carolina, in Book 1919, at Page 309.

This 11 day of June, A.D., 2002 at 12:09 o'clock P.M.

[Signature]
REGISTER OF DEEDS
8\re\heath-craven.dee

BY: [Signature]
DEPUTY REGISTER OF DEEDS

Craven County



**Craven Area Rural Transit System
PUBLIC TRANSPORTATION**

P.O. Box 13605 - 2822 Neuse Blvd.
New Bern, North Carolina 28561
Phone: 252-636-4917 - Fax: 252-636-4919
1-800-735-2962 TDD/TTY
Email: carts@cravencounty.com



October 6, 2014

To: Craven County Board of Commissioners
Jack Veit, Craven County Manager
Gene Hodges, Assistant County Manager

From: Rosann Christian, CARTS Director

Ref: Request to set FY 2016 Community Transportation Program (CTP) Grant Public Hearing

As part of the process to apply for FY 2016 Community Transportation Program (CTP) grant funding, Craven County/CARTS is requesting to set a Public Hearing on Monday, October 20, 2014 at the Craven County Commissioner meeting. A Public Hearing Notice will be advertised to the general public.

FY 2016 CTP grant funding is used to provide transportation through CARTS for the residents of Craven, Jones, and Pamlico counties. This grant includes administration, operating, and capital assistance. CARTS is currently operating with the assistance of CTP funding.

Thank you for your assistance with this grant package.

Craven County



**Craven Area Rural Transit System
PUBLIC TRANSPORTATION**

P.O. Box 13605 - 2822 Neuse Blvd.
New Bern, North Carolina 28561
Phone: 252-636-4917 - Fax: 252-636-4919
1-800-735-2962 TDD/TTY
Email: carts@cravencounty.com



October 6, 2014

To: Craven County Commissioners
Jack Veit, County Manager
Gene Hodges, Assistant County Manager
Rick Hemphill, Assistant County Manager

From: Rosann Christian, CARTS Director

Re: Federal Transit Grantee Requirements

As part of the transition from rural to urban public transit that is a result of the 2010 U.S. Census, CARTS must obtain approval as a "New Grantee" with the Federal Transit Administration (FTA) to be eligible to receive federal financial assistance to support public transportation in the newly designated New Bern urbanized area. In order to be approved as a New Grantee, CARTS must establish and document the following attributes with the FTA:

1. Legal Capacity (requires Board of Commissioners action)
2. Financial Capacity (requires providing previous years' audits and preparing a 5-year projected budget)
3. Technical Capacity (requires documentation of CARTS staffing and technical ability to perform transit activities)
4. Civil Rights Compliance (requires Board of Commissioners action).

Board action is needed to provide documentation of Legal Capacity and Civil Rights Compliance. CARTS has been working with the County Attorney to prepare the FTA approved Opinion of Counsel letter that identifies the legal authority of CARTS and informs the FTA of any pending litigation that affects CARTS legal status. Additionally, an Authorizing Resolution from the Board of Commissioners that shows CARTS has the authority to apply for grants with FTA will be required. Documentation of Civil Rights Compliance will require a public hearing and an Authorizing Resolution from the Board of Commissioners stating that the Board approves and adopts CARTS Civil Rights Program.

Each part of the process is a requirement for CARTS to be eligible to obtain funding for continued transportation services. I will provide to the Board copies of the Opinion of Counsel letter, the Civil Rights Program, and both Authorizing Resolutions at the October 6, 2014 meeting as well as posting them on the County's website and will have copies available upon request at the CARTS offices. I request that the Public Hearing for the Civil Rights Program be set for the October 20, 2014 Board of Commissioners' meeting and that both resolutions be considered for adoption at that time.

Tax Administrator
Craven County



Ronald V. Antry
Tax Administrator

Listing (252) 636-6604
Collections (252) 636-6605
Fax (252) 636-2569
E-mail tax@cravencountync.gov

MEMORANDUM

TO: Craven County Board of Commissioners
Jack Veit, III
FROM: Ronnie Antry *RVA*
SUBJECT: Explanation of Releases and Refunds for October 6, 2014 Meeting
DATE: September 26, 2014

You will notice that in addition to the regular releases, there is a large release recommended for New Bern Investments, LLC.

The corporation appealed its assessed value in 2013 to the Craven County Board of Equalization and Review. Based upon potential environmental concerns, the board made an adjustment in the value for that year. The taxpayer appealed that decision to the North Carolina Property Tax Commission. Subsequently, the taxpayer provided to the county a brownfields assessment indicating environmental contamination and an estimate of associated costs to remediate. Based upon that evidence, the Property Tax Commission has issued an order to adjust the valuation and the amount of tax that is due on this property.

Should you have any questions about the commission's order or the release, Glenn Jones and I will be present at the meeting to answer them.



226 Pollock St
PO Box 1128 New Bern, North Carolina 28563-1128

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 10/06/2014

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
A & D ROOKER COASTAL SERVICES DOUBLE BILLED-SEE ACCT 99604	0099874 2014-0000004	382.75
ANEUBER, ARTEMIO & MARY E SENOIR REBILL RECYCLE ADJUSTMENT	0008936 2014-0090193	36.00
AXIS PROPERTY LLC APPRAISAL ERROR CORRECTION	0091449 2014-0002239	3,611.53
BELL, GENE O & MARY T DOUBLE BILLED-SEE ACCT 95836	0029669 2014-0004121	385.68
BENNETT, MICHAEL SCOTT MILITARY EXEMPTION	0082030 2014-0004470	152.04
BRAMLETT, COREY D & WYNNE, KIM DID NOT OWN 1/1/2013	0032731 2013-0090153	62.35
BRAMLETT, COREY D & WYNNE, KIM DID NOT OWN 1/1/2014	0032731 2014-0006196	65.38
BROOKS, MILTON NOT IN BUSINESS 1/1/2014	0087958 2014-0006936	109.77
BROOKS, SAM DID NOT OWN 1/1/2014	0063258 2014-0006947	54.39
BROWN, JULIE M DID NOT OWN 1/1/2014	0101788 2014-0007189	28.73
CHURCH-HAVELOCK COMMUNITY EXEMPT PER GS 105-278.3	0097133 2014-0010504	685.80
CHURCH-HAVELOCK COMMUNITY EXEMPT PER GS 105-278.3	0097133 2014-0010505	1,014.03
D & D SALES OF CRAVEN COUNTY I NOT IN BUSINESS 1/1/2013	0055909 2013-0094694	6.25
DIXON, EZEKIEL BILL LISTING VALUE ERROR CORRECTION	1904000 2014-0015313	7.95

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 10/06/2014

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
EASTON, JOSHUA S & TIFFANI L DID NOT OWN BOAT 1/1/2014	0073115 2014-0016718	20.49
FILLINGAME, ROY CARSON DOUBLE BILLED RECYCLE	2304400 2014-0018535	36.00
FOYE, BRITTS F DOUBLE BILLED-SEE ACCT 22915/99826	0083303 2013-0091848	51.31
FOYE, BRITTS F DOUBLE BILLED-SEE ACCT 22915/99826	0083303 2014-0019572	47.26
GASKINS, LLOYD EARL APPRAISAL ERROR - TO BE REBILLED	0099538 2014-0020998	694.28
GEORGE, MICHAEL W & LINDA P DOUBLE BILLED-SEE SAME ACCT NUMBER	0050485 2014-0090380	420.88
GODWIN, DEREK WAYNE DOUBLE BILLED -SEE ACCT 81510	0102485 2014-0090209	41.01
GODWIN, DEREK WAYNE DOUBLE BILLED-SEE ACCT 81510	0102485 2014-0090413	35.72
GSCHWIND, ROBERT L & MARY ELLE APPRAISAL ERROR CORRECTION	2952104 2014-0023267	336.99
H & D DEVELOPMENT LLC STREET EXEMPT FOR 1/1/2014	0054865 2014-0023480	12.17
HAMILTON, RICHARD C III & NANC NOT TAXABLE TO CRAVEN COUNTY	0057699 2014-0023905	12.78
HAMILTON, RICHARD C IV MILITARY EXEMPTION	0100962 2014-0023906	11.77
HARPER, WENDELL & EDITH DID NOT OWN 1/1/2014	0024292 2014-0024697	50.03
HOOD, JOYCE SENIOR EXCLUSION REMOVED IN ERROR	0094051 2014-0027382	629.46

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 10/06/2014

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
HOWE, CHRISTOPHER & VICKI E NOW QUALIFIES FOR VETERAN EXCLUSION	0098647 2014-0027732	418.88
HUMBLES, JANICE APPRAISAL ERROR CORRECTION	0086063 2014-0028082	36.89
JACKSON, JIMMY FORECLOSURE-LIEN EXTINGUISHED	3741900 2014-0028948	66.49
JOLLY, SUZANNE DAWSON MH VALUE CORRECTION PER BOS	0094893 2014-0029975	80.87
KELLY, STEVEN C DID NOT OWN 1/1/2014	0014729 2014-0090550	26.95
KERR, FRANK EDWARD SR & DELLA QUALIFIED FOR VETERAN EXCLUSION	4106710 2014-0031292	418.88
KOONCE, EDWARD ELBERT FORECLOSURE-LIEN EXTINGUISHED	0049066 2014-0032154	442.11
LAPELL, GALE LEE DID NOT OWN 1/1/2014	0079542 2014-0032924	9.09
LARGE, JOHN H DOUBLE BILLED-SEE ACCT 6152	0014222 2014-0032941	299.59
LARGE, JOHN H DOUBLE BILLED SEE ACCT 6152	0014222 2014-0090177	36.00
LEE, WILLIAM LLOYD MOBILE HOME MOVED OUT OF COUNTY	0049953 2014-0033448	36.00
LOPEZ, ENEDINA ALVAREZ DID NOT OWN 1/1/2013	0077242 2013-0090758	52.87
LOPEZ, ENEDINA ALVAREZ DID NOT OWN 1/1/2012	0077242 2012-0035190	57.76
LOPEZ, ENEDINA ALVAREZ DID NOT OWN 1/1/2011	0077242 2011-0035283	63.29

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 10/06/2014

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
LOPEZ, ENEDINA ALVAREZ DID NOT OWN 1/1/2010	0077242 2010-0031706	68.62
LPS DEVELOPERS LLC STREETS EXEMPT FOR 1/1/2014	0057054 2014-0034756	80.11
LPS DEVELOPERS LLC STREETS EXEMPT FOR 1/1/2014	0057054 2014-0034758	62.92
LPS DEVELOPERS LLC STREETS EXEMPT FOR 1/1/2014	0057054 2014-0034759	12.73
LPS DEVELOPERS LLC STREETS EXEMPT FOR 1/1/2014	0057054 2014-0034760	12.29
LPS DEVELOPERS LLC STREETS EXEMPT FOR 1/1/2014	0057054 2014-0034761	11.67
LPS DEVELOPERS LLC SREETS EXEMPT FOR 1/1/2014	0057054 2014-0034763	26.77
LPS DEVELOPERS LLC STREETS EXEMPT FOR 1/1/2014	0057054 2014-0034770	19.48
LPS DEVELOPERS LLC STREETS EXEMPT FOR 1/1/2014	0057054 2014-0034771	6.76
LPS DEVELOPERS LLC STREETS EXEMPT FOR 1/1/2014	0057054 2014-0034775	17.38
LPS DEVELOPERS LLC STREETS EXEMPT FOR 1/1/2014	0057054 2014-0034792	11.75
MARTIN, GILLETTE MOBILE HOME NOT LIVEABLE	4648255 2014-0036129	36.00
NEW BERN INVESTMENTS LLC ORDERED BY NC PROPERTY TAX COMMISSION ON 9-9-2014	0092973 2013-0040648	6,113.65
NEW BERN INVESTMENTS LLC ORDERED BY NC PROPERTY TAX COMMISSION ON 9-9-2014	0092973 2013-0040649	5,172.53

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 10/06/2014

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
NEW BERN INVESTMENTS LLC ORDERED BY NC PROPERTY TAX COMMISSION ON 9-9-2014	0092973 2013-0040651	4,231.41
NORRIS, RUTH J VETERAN EXCLUSION REMOVED IN ERROR	0098963 2014-0042312	254.77
PATRICK, DOROTHEA R & SHEROL A DID NOT OWN 1/1/2013	5596650 2013-0093036	87.26
PELHAM, IDA & BROWN, LAURETTA APPRAISAL CORRECTION	0075843 2014-0044112	430.35
POLSON, CRYSTAL FORNES APPRAISAL ERROR CORRECTION	0094959 2014-0045083	157.16
RIGGS, VELMA BARROW DID OT OWN 1/1/2014	6119800 2014-0090697	14.69
ROUND, KENNETH D & DENISE M MILITARY EXEMPTION - 1/2 VALUE	0029802 2014-0048545	27.51
ROWLANDS, THOMAS R & LAURA K CORRECTING APPRAISAL ERROR	0094474 2014-0048716	24.92
SHAH, NIPABEN A & SHAH, BHAVYE APPRAISAL ERROR - TO BE REBILLED	0059156 2014-0050559	1,407.36
SHIRLEY, DONALD A & PAMELA L PERSONAL PROPERTY VALUE CORRECTION	0094319 2014-0050799	53.97
SIMONEAUX, RAMON J NOT IN BUSINESS 1/1/2014	6553490 2014-0051201	10.83
SMITH, PHILIP L III & PEGGY S DWELLING VACANT SINCE 2009	6710155 2014-0052042	36.00
STANCILL, WILEY CHRISTOPHER & DOUBLE BILLED-SEE ACCT 38585	0041187 2014-0052937	123.42
STRICKLAND, RAMONA G APPRAISAL ERROR - TO BE REBILLED	0099549 2014-0053770	1,060.74

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 10/06/2014

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
SUTTON, AMY APPRAISAL ERROR CORRECTION	0077378 2014-0054120	80.19
WASDON, BETTIE GRIFFIN MOBILE HOME MOVED TO PITT COUNTY 13	0040763 2014-0058951	345.52
WHITE, SAMUEL E & VICTORIA P DID NOT OWN 1/1/2-14	7808856 2014-0060618	14.91
WIEDMANN, DARRYL L & JEAN E FU VEHICLE IS PLATED	0059058 2014-0061198	29.95
WILLIAMS, BERT M REBILL RECYCLE ADJUSTMENT	0073690 2014-0090226	12.00
WILLIAMS, CLARINO NOT IN BUSINESS 1/1/2008	0057447 2008-0090989	45.61
WILLIAMS, CLARINO NOT IN BUSINESS 1/1/2009	0057447 2009-0090972	96.45
WILLIAMS, CLARINO NOT IN BUSINESS 1/1/2010	0057447 2010-0056385	71.44
WILLIAMS, CLARINO NOT IN BUSINESS 1/1/2011	0057447 2011-0091318	66.89
WILLIAMS, CLARINO NOT IN BUSINESS 1/1/2012	0057447 2012-0091327	62.17
WILLIAMS, CLARINO NOT IN BUSINESS 1/1/2013	0057447 2013-0095374	57.37
WILLIAMS, CLARINO NOT IN BUSINESS 1/1/2010	0085283 2010-0056386	156.30
WILLIAMS, CLARINO NOT IN BUSINESS 1/1/2011	0085283 2011-0091319	146.23
WILLIAMS, CLARINO NOT IN BUSINESS 1/1/2012	0085283 2012-0091328	135.78

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 10/06/2014

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
WILLIAMS, CLARINO NOT IN BUSINESS 1/1/2013	0085283 2013-0095375	125.10
WILLIAMS, DANIELLE M MOVED TO PAMLICO COUNTY	0096350 2014-0061545	196.60
WOOTEN, SHIRLEY H DWELLING VACANT SINCE 2007	0011327 2014-0062934	36.00
WYNN, JAMES MICHAEL MILITARY EXEMPTION	0085867 2014-0063209	90.09
WYNNE, RICHARD A MOBILE HOME USED FOR STORAGE ONLY	8234550 2014-0063230	36.00
	89 -CREDIT MEMO(S)	32,426.12

REFUNDS SUBJECT TO BOARD APPROVAL ON 10/06/2014

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
BECTION, JOHN J APPRAISAL ERROR CORRECTION	0041015 2014-0003923	432.19
BRAMLETT, COREY D & WYNNE, KIM DID NOT OWN 1/1/2009	0032731 2009-0005982	.42
BRAMLETT, COREY D & WYNNE, KIM DID NOT OWN 1/1/2010	0032731 2010-0005571	75.04
BRAMLETT, COREY D & WYNNE, KIM DID NOT OWN 1/1/2011	0032731 2011-0006123	74.70
BRAMLETT, COREY D & WYNNE, KIM DID NOT OWN 1/1/2012	0032731 2012-0006125	72.18
FILLINGAME, ROY CARSON DOUBLE BILLED-SAME ACCOUNT	2304400 2009-0018615	70.17
FILLINGAME, ROY CARSON DOUBLE BILLED-SAME ACCOUNT	2304400 2010-0017028	61.39
FILLINGAME, ROY CARSON DOUBLE BILLED - SAME ACCOUNT	2304400 2011-0018794	60.14
FILLINGAME, ROY CARSON DOUBLE BILLED-SAME ACCOUNT	2304400 2012-0018597	22.82
FILLINGAME, ROY CARSON DOUBLE BILLED-SAME ACCOUNT	2304400 2013-0091809	22.26
FILLINGAME, ROY CARSON DOUBLE BILLED-SAME ACCOUNT	2304400 2014-0018535	21.82
GEORGE, MICHAEL W & LINDA P DOUBLE BILLED SAME ACCOUNT	0050485 2013-0020830	393.01
KERR, FRANK EDWARD SR & DELLA QUALIFIED FOR VETERAN EXCLUSION	4106710 2013-0030632	418.88
NOLAN COMMERCIAL CONTRACTORS I APPRAISAL ERROR CORRECTION	0088258 2014-0042053	354.90

REFUNDS SUBJECT TO BOARD APPROVAL ON 10/06/2014

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
TURNAGE, ELVERT LEE DWELLING DID NOT EXIST 1/1/2013	7360200 2013-0055705	212.03
	15 -REFUND(S)	2,291.95

Tax Administrator
Craven County



Ronald V. Antry
Tax Administrator

Listing (252) 636-6604
Collections (252) 636-6605
Fax (252) 636-2569
E-mail rantry@cravencountync.gov

MEMORANDUM

TO: Craven County Board of Commissioners
FROM: Ronnie Antry
SUBJECT: Refund Request *RVA*
DATE: September 26, 2014

Attached is a letter from Mr. and Mrs. Marcus K. Innis requesting a refund of taxes paid on property that they own in Havelock. As Mr. Innis lives in Carteret County, he declined my suggestion that he may want to present his petition for the refund in person and chose to present his letter instead.

As you are aware, the North Carolina General Statutes provide only three valid reasons for a release or refund of taxes. NCGS 105-381(a)(1) reads in pertinent part, "For the purpose of this subsection, a valid defense shall include the following:

- a. A tax imposed through clerical error;
- b. An illegal tax;
- c. A tax levied for an illegal purpose."

The releases and refunds that I routinely recommend to you for your approval at each meeting usually fit one of the first two provisions of the law. I have never known a situation wherein a taxpayer has alleged that a tax was levied for an illegal purpose.

Occasionally, a taxpayer makes a request for release or refund for a tax that is prohibited in the statute. When this happens, I explain the reasons to the taxpayer. Most times, the taxpayer accepts the reasoning and does not carry his request to the Board. In this case, after carefully reviewing the facts and consulting with County Attorney Hicks, I cannot recommend that the Board approve Mr. Innis' refund request as it is prohibited by NCGS 105-287(c). In order to help you understand why this is, I need to give you all of the information that I have gathered on this matter.



In 2004, Mr. Innis acquired a 3.20 acre tract at the intersection of US 70 and Miller Boulevard in Havelock. This tract was assessed at a value of \$202,730 on the tax records. In 2012, he deeded 1.53 acres of this property to the North Carolina Department of Transportation. This left him with 1.67 acres of property which for tax year 2013 was erroneously appraised and assessed at the same value. Mr. Innis received his 2013 bill that showed the same valuation as the 2012 bill and he paid it without questioning the value or the tax amount. If events had transpired as they should have, we would have revalued the property that would have resulted in a reduction of his tax bill for 2013.

We did not notice the error until March of this year when Justin Deese, one of our staff appraisers, was checking on some property in the vicinity. He noticed that the assessed valuation had not been corrected and he acted to proactively correct the assessment of the property to \$141,480. This valuation is the assessed valuation that appears on his 2014 tax notice. When he received it last month, Mr. Innis then noticed that the tax amount was less than his 2013 bill. When he asked why there was a difference, Mr. Deese explained that the value reduction was due to the transfer of the 1.53 acres to NCDOT that occurred in 2012. Mr. Innis then asked for a refund of the tax paid in 2013 on the portion of the value of the property that was transferred. I have researched the statutes and consulted with the county attorney and officials at both the School of Government in Chapel Hill and the North Carolina Department of Revenue in Raleigh. All of them conclude that the county may not refund the money. Here are the reasons why.

Although the county erred in the valuation of the property for 2013, the error is considered an appraisal error and not a clerical error. NCGS 105-287(c) which reads in pertinent part, "An increase or decrease in appraised value under this section is effective as of January 1 of the year it is made and is not retroactive". The taxpayer correctly states that he is not responsible for the error; however, he should have noticed that his 2012 and 2013 bills were the same when, in fact, they should have not been. Had he brought the error to our attention in calendar year 2013, we could have and would have issued the appropriate credit. While I know that all involved regret the error and would otherwise enthusiastically act to comply with Mr. Innis' refund request, the fact is that the statutes specifically prohibit retroactive releases and refunds of taxes for this situation. As much as I personally would like to recommend the refund inasmuch as my department was responsible for the mistake, I am constrained from recommending the refund to the Board as it would place you in jeopardy of unlawfully refunding taxes contrary to the provisions of state law. I have attached the various documents related to this refund request along with pertinent sections of the statutes. Should you need any further information in the meantime, please feel free to contact me.

Cc: Mr. Jack Veit, III Craven County Manager
Mr. Jim Hicks, Craven County Attorney

Craven County Tax Collector

September 4, 2014

**PO Box 1128
New Bern, NC 28563**

RE: Account 0058773

Dear Sir:

This confirms conversation with Mr. Ronnie Antry regarding approval of a property tax refund.

An error has occurred involving the incorrect amount of taxable acreage reflected on the enclosed Tax Notice Ticket No. 0027773.

On July 26, 2012, the NC Department of Transportation officially acquired 1.53 acres of this property, leaving 1.67 acres remaining for tax purposes. Evidence of this is by the attached New Deed for Highway Right of Way, and the Acquisition Summary, which was provided to us in 2012 as well as to the Craven County Tax Collector.

However, the Tax Office was unable to process this change in a timely manner, resulting in an overcharge for Tax Year 2013 of approximately \$542.83. It is also noted that the tax notice was incomplete, omitting the acreage, which should have shown 1.67 acres.

It is our understanding that due to a technicality in the administrative procedures, the tax office must have approval from the Craven County Board of Commissioners to process this refund. We request that this letter serve as a petition to the Commissioners.

We emphasize that the need for correction of this error is in no way the blame of we the property owners. To the contrary, this error occurred between the tax department and the NCDOT.

Please make the necessary correction and provide the applicable refund promptly with interest.

Very truly yours,

Marcus K. Innis Sybil C. Innis

**Marcus K. Innis
3023 Fairway Road
Morehead City, NC 28557
252-726-3651**

Sybil C. Innis

Attachments:

Property Tax Notice #0027773 (Billed 8/21/13)

Deed for Highway Right of Way (NCDOT)

Summary Statement - Acquisition

**SUMMARY STATEMENT/OFFER TO PURCHASE REAL PROPERTY
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES**

TO: MARCUS K. INNIS ET UX
3023 FAIRWAY ROAD
MOREHEAD CITY, NC 28557

DATE: 07/26/12
TO: Lessee, if Applicable

TIP NO.: B-4488
COUNTY CRAVEN

WBS ELEMENT: 33725.2.1
PARCEL NO.: B-4488-003

DESCRIPTION: INTERSECTION OF OLD US 70 & CHURCH ROAD, HAVELOCK, NC

Dear Property Owner:

The following offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. Please retain this form as it contains pertinent income tax information.

Value of Part Taken (Includes Land, Improvements And Appurtenances Considered as Realty)	\$	<u>53,430.00</u>
Damages, if any, to Remainder	\$	<u>0</u>
Benefits, if any, to Remainder	\$	<u>0 minus</u>
TOTAL	\$	<u>53,430.00</u>

The total offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

(A) Description of the land and effects of the acquisition by easement and deed :

Subject property described in Deed Book 2262 page 470 CRAVEN County Registry, contains approximately 3.200 acres of which 1.530 acres is being acquired as right of way, leaving 1.670 acres remaining on the right with access to (OLD US 70Rd.)

(B) The offer for improvements considered as realty includes payment for the improvements and appurtenances described below. Should you desire to retain these improvements, you may repurchase them for a retention value with the stipulation that you remove them from the acquisition area at no expense to the Department.
NONE

(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant/buildable lot, as explained to you by the Right of Way Agent, the total offer would be: \$ N/A.

I will be available at your convenience to discuss this matter further with you. My telephone number is 252-355-9059, in Greenville, North Carolina.

The original of this form was handed/mailed, if out of state owner, to MARCUS K. INNIS on 07/26 20 12. Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

Bert M. Whitehurst

(Signed)

Right of Way Agent

Image ID: 000002156821 Type: CRP
Recorded: 09/25/2012 at 03:19:45 PM
Fee Amt: \$133.00 Page 1 of 3
Revenue Tax: \$107.00
Workflow# 0000078531-0001
Craven, NC
Sherril B. Richard Register of Deeds
BK 3128 Pg 660

Revenue Stamps \$ 107.00

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Bert Whitehurst CHECKED BY Doug Askew

The hereinafter described property Does Does not include the primary residence of the Grantor.

RETURN TO: Division Right of Way Agent - NCDOT
1430 East Arlington Blvd.
Greenville, NC 27858

NORTH CAROLINA T.I.P. No.: B-4488
COUNTY OF Craven WBS ELEMENT: 33725.2.1
TAX MAP AND LOT 6-053-007 TIP/PARCEL NUMBER: B-4488-003
ROUTE: OLD US 70 & CHURCH STREET

THIS FEE SIMPLE DEED, made and entered into this the 27th day of July, 2012
by and between MARCUS K. INNIS AND WIFE SYBIL C. INNIS
3023 FAIRWAY ROAD
MOREHEAD CITY, NC 28557

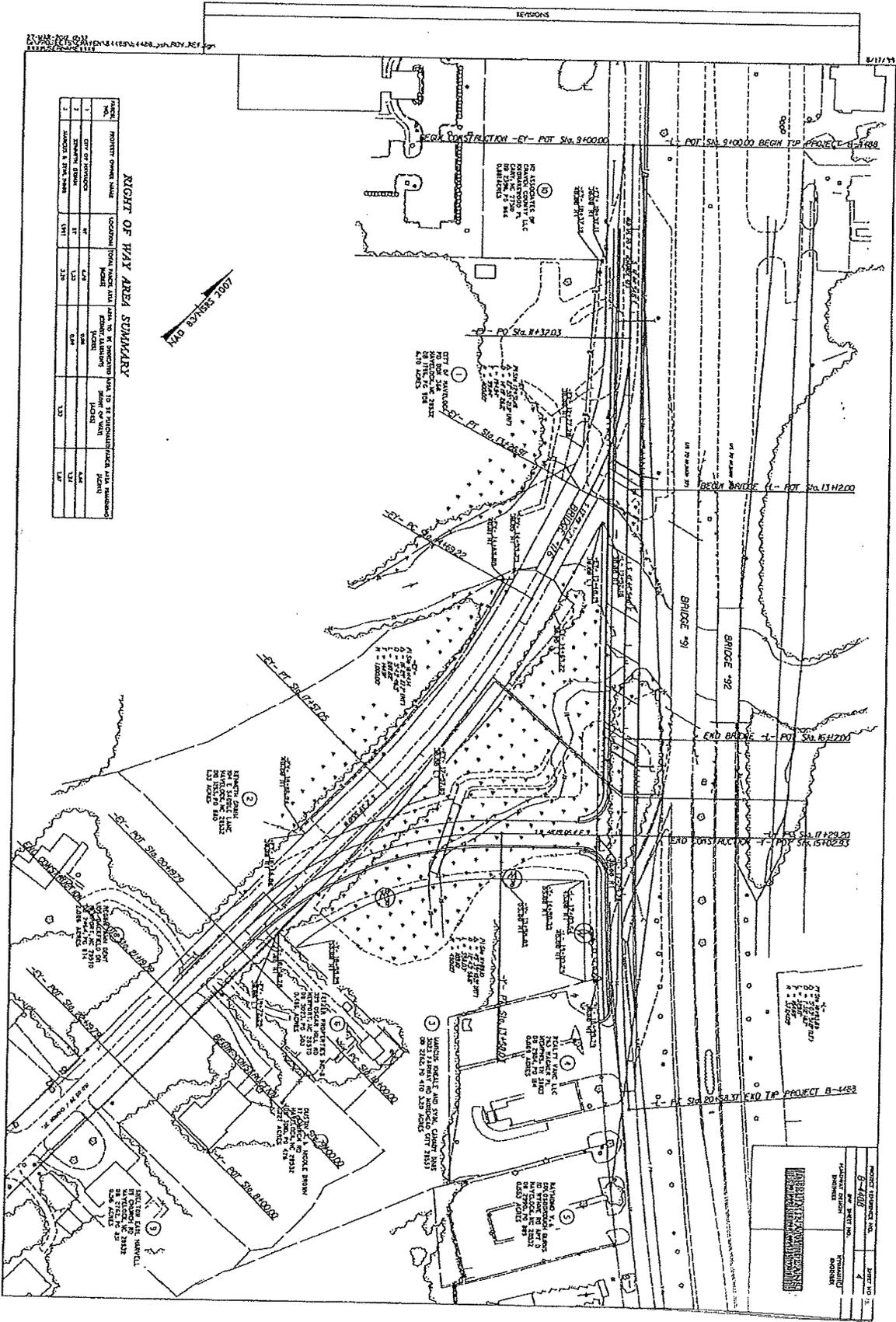
hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of \$ 53,430.00 agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE that certain property located in Number Six (6) Township, Craven County, North Carolina, which is particularly described as follows:

Beginning at a point located 30' easterly of and normal to survey station -EY- 19+72.25; thence in an easterly direction along a common property line to Fetzer Properties Inc., now or formerly to a point located 55' northeasterly of and normal to survey station -Y- 10+55.25; thence in a northeasterly direction along a line to a point located 55' southeasterly of and normal to survey station -Y- 13+58.03' thence in a northeasterly direction along a line to a point located 45' southwesterly of and normal to survey station -L- 17+83.54; thence in a southeasterly direction along a straight line to the Grantors southeastern property line common to Realty Vanc LLC, now or formerly to a point located 45' southwesterly of and normal to survey line -L-; thence in a northeasterly direction along the aforesaid common property line to a point located 30' southwesterly of and normal to survey line -L-; thence in a northwesterly direction along the southwestern right of way boundary of the project to the intersection of Old US 70 and Church Street, said point located 30' easterly of Church Street, thence in a southerly direction along Church Street to a point located 30' easterly of and normal to survey station -EY- 14+69.22; thence continuing along Church Street to a point located 30' easterly of and normal to survey station -EY- 17+57.05; thence continuing along the eastern side of Church Street to the point of beginning.

MW



RIGHT OF WAY AREA SUMMARY

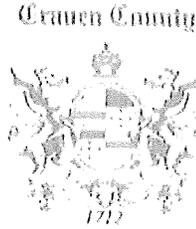
NO.	PROPERTY OWNER	LOCATION	AREA (SQ. FT.)	ADJACENT TO	ADJACENT TO	ADJACENT TO
1	CITY OF BOSTON	...	...	...	...	...
2	...	...	...	...	...	...
3	...	...	...	...	...	...

100' SCALE
 MAP 83-108-200

PROJECT NUMBER: 8-1483
 DRAWING NUMBER: 8-1483-1
 DATE: 11/11/94
 DRAWN BY: [Name]
 CHECKED BY: [Name]

CRAVEN COUNTY TAX COLLECTOR
 226 POLLOCK STREET
 NEW BERN NC 28560-4943

ADDRESS SERVICE REQUESTED



pd 11/1/13
PROPERTY TAX NOTICE
IMPORTANT: PLEASE READ FRONT AND BACK CAREFULLY
Must Be Paid By January 6, 2014

*****AUTO**3-DIGIT 285
 2071037 3143-PTN 298621 1 1



INNIS, MARCUS KNEALE & SYBIL CANADY
 3023 FAIRWAY RD
 MOREHEAD CITY NC 28557-4927



If you have sold the real property assessed to you, please notify the new owner of any unpaid taxes.

If your mortgage company is to pay this bill, please assure that they have the information that they will need to ensure a proper and timely payment. If you have any questions regarding this, please contact your mortgage company directly.

For your convenience, partial payments will be accepted but the account must be paid in full by January 6, 2014.

01/29/2013 08:20:13 PWS S&S 1501 K 95

ACCOUNT NUMBER	YEAR	TICKET NUMBER	BILLING DATE	ACREAGE			
0058773	2013	0027773	08/21/2013				
PROPERTY ADDRESS			TWP	MAP	LOT	FIRE	CITY
CHURCH RD			6	053	007		H
LEGAL DESCRIPTION:	PORTION LOT 417 W MAIN ST						

BILLING INFORMATION AND CALCULATION

JURISDICTION/TYPE TAX	CODE	TAX RATE PER \$100 VALUE	TAX AMOUNT
COUNTY GENERAL TAX		0.4675	947.76
HAVELOCK	H	0.4650	942.69
DUE DATE			PRIOR YEARS TAXES DUE
09/01/2013			TOTAL DUE
			\$1,890.45

TAXABLE VALUATION	
LAND	202,730
BUILDINGS	
TOTAL REAL	202,730
PERSONAL	
TOTAL	202,730

DETACH AND RETURN THIS PORTION WITH PAYMENT

2610785-4961-1-1*

Craven County TAX COLLECTOR
226 POLLOCK STREET
NEW BERN NC 28560-4943

ADDRESS SERVICE REQUESTED

Craven County



PROPERTY TAX NOTICE

IMPORTANT: PLEASE READ FRONT AND BACK CAREFULLY

Must Be Paid By January 5, 2015

*****AUTO**5-DIGIT 28557
2610785 3143-PTN 4961 1 1 1



INNIS, MARCUS KNEALE & SYBIL CANADY
3023 FAIRWAY RD
MOREHEAD CITY NC 28557-4927



If you have sold the real property assessed to you, please notify the new owner of any unpaid taxes.

If your mortgage company is to pay this bill, please assure that they have the information that they will need to ensure a proper and timely payment. If you have any questions regarding this, please contact your mortgage company directly.

For your convenience, partial payments will be accepted but the account must be paid in full by January 5, 2015.

3143PTN 08/14 PMS 348 199 X 33

ACCOUNT NUMBER	YEAR	TICKET NUMBER	BILLING DATE	ACREAGE			
0058773	2014	0028432	08/21/2014	1.620			
PROPERTY ADDRESS			TWP	MAP	LOT	FIRE	CITY
CHURCH RD			6	053	007		H
LEGAL DESCRIPTION:	PORTION LOT 417 W MAIN ST						

BILLING INFORMATION AND CALCULATION

JURISDICTION/TYPE TAX	CODE	TAX RATE PER \$100 VALUE	TAX AMOUNT
COUNTY GENERAL TAX		0.4675	661.42
HAVELOCK	H	0.4850	686.18
DUE DATE		PRIOR YEARS TAXES DUE	
09/01/2014		TOTAL DUE	
		\$1,347.60	

TAXABLE VALUATION

LAND	141,480
BUILDINGS	
TOTAL REAL	141,480
PERSONAL	
TOTAL	141,480

DETACH AND RETURN THIS PORTION WITH PAYMENT

ACCOUNT NUMBER	YEAR	TICKET NUMBER	TWP	MAP	LOT	FIRE	CITY	SSD	DRN	BILLING DATE	PAY THIS AMOUNT
0058773	2014	0028432	6	053	007		H			08/21/2014	\$1,347.60

TO CHANGE YOUR MAILING ADDRESS, PLEASE
FILL IN YOUR NEW ADDRESS BELOW

ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____

INNIS, MARCUS KNEALE & SYBIL CANADY
3023 FAIRWAY RD
MOREHEAD CITY NC 28557-4927

Craven County TAX COLLECTOR
PO BOX 63021
CHARLOTTE NC 28263-3021



5510000587732014002843260000134760755100005877320140028432600001347607

§ 105-287. Changing appraised value of real property in years in which general reappraisal is not made.

(a) In a year in which a general reappraisal of real property in the county is not made under G.S. 105-286, the property shall be listed at the value assigned when last appraised unless the value is changed in accordance with this section. The assessor shall increase or decrease the appraised value of real property, as determined under G.S. 105-286, to recognize a change in the property's value resulting from one or more of the following reasons:

- (1) Correct a clerical or mathematical error.
- (2) Correct an appraisal error resulting from a misapplication of the schedules, standards, and rules used in the county's most recent general reappraisal.
- (2a) Recognize an increase or decrease in the value of the property resulting from a conservation or preservation agreement subject to Article 4 of Chapter 121 of the General Statutes, the Conservation and Historic Preservation Agreements Act.
- (2b) Recognize an increase or decrease in the value of the property resulting from a physical change to the land or to the improvements on the land, other than a change listed in subsection (b) of this section.
- (2c) Recognize an increase or decrease in the value of the property resulting from a change in the legally permitted use of the property.
- (3) Recognize an increase or decrease in the value of the property resulting from a factor other than one listed in subsection (b).

(b) In a year in which a general reappraisal of real property in the county is not made, the assessor may not increase or decrease the appraised value of real property, as determined under G.S. 105-286, to recognize a change in value caused by:

- (1) Normal, physical depreciation of improvements;
- (2) Inflation, deflation, or other economic changes affecting the county in general; or
- (3) Betterments to the property made by:
 - a. Repainting buildings or other structures;
 - b. Terracing or other methods of soil conservation;
 - c. Landscape gardening;
 - d. Protecting forests against fire; or
 - e. Impounding water on marshland for non-commercial purposes to preserve or enhance the natural habitat of wildlife.

(c) An increase or decrease in the appraised value of real property authorized by this section shall be made in accordance with the schedules, standards, and rules used in the county's most recent general reappraisal. An increase or decrease in appraised value made under this section is effective as of January 1 of the year in which it is made and is not retroactive. The reason for an increase or decrease in appraised value made under this section need not be under the control of or at the request of the owner of the affected property. This section does not modify or restrict the provisions of G.S. 105-312 concerning the appraisal of discovered property.

(d) Notwithstanding subsection (a), if a tract of land has been subdivided into lots and more than five acres of the tract remain unsold by the owner of the tract, the assessor may appraise the unsold portion as land acreage rather than as lots. A tract is considered subdivided into lots when the lots are located on streets laid out and open for travel and the lots have been sold or offered for sale as lots since the last appraisal of the property. (1939, c. 310, ss. 301, 500; 1953, c. 970, s. 5; 1955, c. 901; c. 1100, s. 2; 1959, c. 682; c. 704, s. 2; 1963, c. 414; 1967, c. 892, s. 7; 1969, c. 945, s. 1; 1971, c. 806, s. 1; 1973, c. 695, s. 10; c. 790, s. 2; 1987, c. 655; 1997-226, s. 4; 2001-139, s. 2; 2008-146, s. 1.2.)

§ 105-380. No taxes to be released, refunded, or compromised.

(a) The governing body of a taxing unit is prohibited from releasing, refunding, or compromising all or any portion of the taxes levied against any property within its jurisdiction except as expressly provided in this Subchapter.

(b) Taxes that have been released, refunded, or compromised in violation of this section shall be deemed to be unpaid and shall be collectible by any means provided by this Subchapter, and the existence and priority of any tax lien on property shall not be affected by the unauthorized release, refund, or compromise of the tax liability.

(c) Any tax that has been released, refunded, or compromised in violation of this section may be recovered from any member or members of the governing body who voted for the release, refund, or compromise by civil action instituted by any resident of the taxing unit, and when collected, the recovered tax shall be paid to the treasurer of the taxing unit. The costs of bringing the action, including reasonable attorneys' fees, shall be allowed the plaintiff in the event the tax is recovered.

(d) The provisions of this section are not intended to restrict or abrogate the powers of a board of equalization and review or any agency exercising the powers of such a board.

(e) **(Expires July 1, 2016)** The governing body of a municipality shall release any tax levied under this Subchapter, without application from the taxpayer being required, on property that was within the corporate limits of the municipality for six months or less prior to deannexation from the municipality, and for which no notice of the tax has yet been sent to the taxpayer. The release shall be made in accordance with the provisions of this Article. (1901, c. 558, s. 31; Rev., s. 2854; C.S., s. 7976; 1971, c. 806, s. 1; 1973, c. 564, s. 2; 2013-19, s. 1.)

§ 105-381. Taxpayer's remedies.

(a) Statement of Defense. - Any taxpayer asserting a valid defense to the enforcement of the collection of a tax assessed upon his property shall proceed as hereinafter provided.

- (1) For the purpose of this subsection, a valid defense shall include the following:
 - a. A tax imposed through clerical error;
 - b. An illegal tax;
 - c. A tax levied for an illegal purpose.
- (2) If a tax has not been paid, the taxpayer may make a demand for the release of the tax claim by submitting to the governing body of the taxing unit a written statement of his defense to payment or enforcement of the tax and a request for release of the tax at any time prior to payment of the tax.
- (3) If a tax has been paid, the taxpayer, at any time within five years after said tax first became due or within six months from the date of payment of such tax, whichever is the later date, may make a demand for a refund of the tax paid by submitting to the governing body of the taxing unit a written statement of his defense and a request for refund thereof.

(b) Action of Governing Body. - Upon receiving a taxpayer's written statement of defense and request for release or refund, the governing body of the taxing unit shall within 90 days after receipt of such request determine whether the taxpayer has a valid defense to the tax imposed or any part thereof and shall either release or refund that portion of the amount that is determined to be in excess of the correct tax liability or notify the taxpayer in writing that no release or refund will be made. The governing body may, by resolution, delegate its authority to determine requests for a release or refund of tax of less than one hundred dollars (\$100.00) to the finance officer, manager, or attorney of the taxing unit. A finance officer, manager, or attorney to whom this authority is delegated shall monthly report to the governing body the actions taken by him on requests for release or refund. All actions taken by the governing body or finance officer, manager, or attorney on requests for release or refund shall be recorded in the minutes of the governing body. If a release is granted or refund made, the tax collector shall be credited with the amount released or refunded in his annual settlement.

(c) Suit for Recovery of Property Taxes. -

- (1) Request for Release before Payment. - If within 90 days after receiving a taxpayer's request for release of an unpaid tax claim under (a) above, the governing body of the taxing unit has failed to grant the release, has notified the taxpayer that no release will be granted, or has taken no action on the request, the taxpayer shall pay the tax. He may then within three years from the date of payment bring a civil action against the taxing unit for the amount claimed.
- (2) Request for Refund. - If within 90 days after receiving a taxpayer's request for refund under (a) above, the governing body has failed to refund the full amount requested by the taxpayer, has notified the taxpayer that no refund will be made, or has taken no action on the request, the taxpayer may bring a civil action against the taxing unit for the amount claimed. Such action may be brought at any time within three years from the expiration of the period in which the governing body is required to act.

(d) Civil Actions. - Civil actions brought pursuant to subsection (c) above shall be brought in the appropriate division of the general court of justice of the county in which the taxing unit is located. If, upon the trial, it is determined that the tax or any part of it was illegal or levied for an illegal purpose, or excessive as the result of a clerical error, judgment shall be rendered therefor with interest thereon at six percent (6%) per annum, plus costs, and the judgment shall be collected as in other civil actions. (1901, c. 558, s. 30; Rev., s. 2855; C. S., s. 7979; 1971, c. 806, s. 1; 1973, c. 564, s. 3; 1977, c. 946, s. 2; 1985, c. 150, s. 1; 1987, c. 127.)



Coates' Canons Blog: When Does An Appraisal Error Justify a Refund?

By Chris McLaughlin

Article: <http://canons.sog.unc.edu/?p=6994>

This entry was posted on February 14, 2013 and is filed under Finance & Tax, Property Taxes

Which of these appraisal errors justifies a property tax refund?

1. Taxpayer is taxed for property that did not have a taxable situs in the jurisdiction.
2. Taxpayer is taxed for a house that burned the prior December.
3. Taxpayer has vacant land but is taxed for the land plus a house.
4. Taxpayer has an unfinished attic but was taxed for a finished attic. Finish was never verified by appraiser.
5. Taxpayer has a 1,500 square-foot house but the assessor appraised it at 1,750 square feet based on the size of similar houses in the same neighborhood.

Most property tax professionals would agree that a refund is justified in situations 1, 2 and 3. So do I. But situations 4 and 5 are tougher nuts to crack.

Property tax refunds and releases are governed by G.S. 105-381, which limits them to circumstances in which the tax either was levied due to clerical error or was illegal. While those terms are not defined by the statute, they've been analyzed several times our state courts.

The most detailed of these opinions came from the N.C. Court of Appeals when it analyzed the meaning of the term "clerical error" in the 1997 case Ammons v. Wake County. As I discussed in this 2010 post, the court concluded that to qualify as a clerical error the mistake must be that one produces an unintended result and is apparent from the face of the documents, such as a transcription mistake (for example, recording 5,200 square feet instead of 2,500 square feet.) The term "clerical error" does not include errors in judgment or law on such issues as market value, quality of construction, or eligibility for a property tax exclusion. These types of non-clerical errors must be resolved through the annual appeal process and may not be corrected retroactively under G.S. 105-381.

Applying the Ammons analysis to the five situations above, I don't think any qualifies for a refund due to clerical error. In each situation, the appraisal was that intended by the assessor. None of the situations involved an unintended appraisal—in each instance the assessor produced an appraisal that he/she thought was appropriate at the time.

But clerical error is only one of two justifications for a property tax refund. Might any of the five situations above qualify as "illegal taxes"?

Here's our court defines that term: "[G.S. 105-381] and our case law recognize a distinction between an erroneous tax and an illegal tax or invalid tax. An illegal or invalid tax results when the taxing body seeks to impose a tax without authority, as in cases where it is asserted that the rate is unconstitutional or that the subject is exempt from taxation." Redevelopment Comm. V. Guilford County, 274 N.C. 585 (1968).

I think it's clear that situations 1 and 2 would constitute illegal taxes because the taxing unit had no authority to tax property not in its jurisdiction (situation 1) or that did not exist as of January 1 (situation 2). Similarly, situation 3 seems to be an illegal tax because a taxing unit has no authority to tax property that never existed.

In contrast, situations 4 and 5 involve property that did exist in the taxing unit's jurisdiction as of the listing date but that received inflated appraisals. Is a tax on non-existent market value illegal and subject to a refund under G.S. 105-381?



Not normally. In *Kinro, Inc. v. Randolph County*, 108 N.C. App. 334 (1992), the court of appeals concluded without analysis that "over assessed values of personal property" do not constitute an illegal tax. If the taxpayers in situations 4 and 5 were complaining only of market value errors—let's say they thought that the assessor ignored relevant sales of comparable properties—clearly they would not be entitled to refunds. Market value judgments may be challenged only during the appeal process for the current tax year.

But that's not really the case in situations 4 and 5. The taxpayers don't claim that the assessor simply made a poor estimate of what the properties would have sold for on January 1. Instead, the taxpayers claim that the assessor appraised and taxed physical property features (a finished attic, additional square feet) that did not exist in the taxing unit's jurisdiction as of the listing date (and in fact never existed at all).

That sounds pretty darn similar to situations 1,2, and 3, doesn't it? If refunds are justified in the first three situations of non-existent property, aren't they also justified in the last two?

I think the best answer is no. A valuation error cannot justify a refund as an illegal tax even if that error was caused by the valuation of property features that never existed.

Very few appraisals are based on actual physical inspections of the property at issue. Instead, assessors rely on the mass appraisal process which requires countless judgment calls about specific physical features and their market value.

If we open up every one of those judgment calls to retroactive review for five years under G.S. 105-381, we would do serious harm to finality of our local government tax bases. And without that finality, budgeting for local governments would become far more difficult than it already is.

No doubt, some valuation errors make compelling arguments for refunds. Consider an example similar to situation 5 above, but assume that instead of mistakenly appraising a 1,500 square-foot house as 1,700 square feet the assessor appraises it at 5,000 square feet. Is a refund justified when the judgment error is so egregious?

Despite the size of the error, I still don't think it qualifies as an illegal tax because at the end of the day it was a judgment error. And once you start refunding any judgment error, you open the door for countless retroactive appraisal reviews.

But my veteran assessor SOG colleague Ken Joyner thinks when an appraisal error is so large—appraising a house at more than 3 times its actual square footage, for example—the result must have been unintended. If so, then a refund would be justified under the clerical error criterion even if we conclude that it was not an illegal tax. In other words, any truly egregious appraisal error must have been unintended and therefore should be eligible for a refund.

Similarly, a county could adopt a rule of reason: if an appraisal error is large enough, then a refund is justified. For example, a county might adopt a policy under which appraisal errors of greater than 10% justify a refund, but errors smaller than that do not.

Both suggestions sound reasonable. But neither the Machinery Act nor property tax case law from state courts make any distinction for refunds based on the size of the error involved. If an error truly was clerical, as Ken suggests a huge error likely would be, then clearly a refund is justified. But if the error was truly one of judgment, then I don't think a refund is justified regardless of how big the error was.

Remember that the General Assembly sets policy, not mere mortals such as you and me. I can't in good faith recommend a policy, no matter how reasonable, if it contradicts the black-letter statutory law. Unless and until the law is changed or we get more guidance from the courts, my advice remains the same: local governments should construe the refund provisions in G.S. 105-381 very narrowly. Taxpayers can use the appeal process to correct erroneous value judgments for the current tax year going forward, but they cannot attack those judgments retroactively.

(Hat tip to my friend Lee Harris of Orange County for raising this interesting issue. Lee's wise counsel has been invaluable during my time at the SOG.)

Links



-
- www.ncga.state.nc.us/gascripts/statutes/statuteflookup.pl?statute=105-381
 - www.aoc.state.nc.us/www/public/coa/opinions/1997/960574-1.htm

County Of Craven
Emergency Services

Stanley Kite, Director
Ira Whitford, Asst. Director



Bus: (252) 636-6608
Fax: (252) 636-6655

September 29, 2014

TO: Mr. Jack Veit, Craven County Manager
FROM: Stanley Kite, Director
SUBJ: Commissioner's Meeting Agenda

RE: Craven County EMS Advisory Council

I would like present to the County Commissioner's two recommendations of the Craven County EMS Advisory Council. The matters were approved at the September 17, 2014 EMS Advisory Council Meeting.

- 1- Modify the Craven County EMS System Plan to allow Ft. Barnwell Rescue to operate at the Paramedic Level of care in the Service area. Note: As you are aware this would be the advanced level of care that has been our goal for a long time. This would enhance our Craven County EMS System and this would make all our service areas available for Paramedic Service.
- 2- There was a request to realign the Service Area for EMS between Havelock and Township 7 EMS. This would consist of about 1.7 square miles and 524 structure along East Fisher and the West Bound Service Road from Otter Creek to East Fisher. Both EMS Providers have agreed to the change and the EMS Advisory Council is recommending to the County Commissioner's to also approve the change in Service District. I have attached a map and let supporting this change of Service Districts. This would also modify the County EMS System plan.

I would be present to answer any question on these matters. Thank you.

Craven County



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

September 17, 2014

Meeting called to order by Chairman Keith Morris at 19:00 hours

Invocation given by Doug Furgason

Approval of Minutes-Motion made and second, minutes approved as written.

Presentations: None

Ira Whitford - Craven County Emergency Services

- Fort Barnwell has requested that they advance to Paramedic level. All paperwork has been submitted as required and reviewed. Motion made and second – request approved. Recommendation to Craven County Commissioners will be made.
- District line at Havelock and Township 7 are unequal. Changes will be made to correct the issue. Both parties have meet and agreed upon the changes. Stanley Kite will present the changes to Craven County Commissioners.
- Thanked everyone who participated in the MS bike ride. There were several injuries this year.
- Thanked everyone who participated in the Airport Mass Casualty Exercise. The exercise identified opportunities for improvement. There were concerns about the mass casualty triage. This was discussed at the Peer Review and Jon Stephens stated he would be scheduling training through the college. Jonathan Gaskins stated that the Mass Casualty trailer at Cherry Point was very impressive and Todd Wade advised that he would be glad to bring the trailer out and demonstrate it any time.

Allen Johnson - OEMS

- EM Today – new patches are on line for review. You can go on web site and vote for the new patches.
- Viper radios – they are coming. There was communications breakdown but they should be coming soon.

- Data Quality – stated that Craven County’s data is good. You want to get a low score on this. Craven County’s score is 1.2 error/PCR done. State average is 2.0/PCR done.
- Data Element Completion: Wanting more data on Trauma, Strokes, Stemi, etc. Some agencies are calling for this data.

James Davis – CarolinaEast

- Nothing to report

Deb Rogers - CarolinaEast Medical Center ED

- Nothing to report

Rick Zaccardelli – Havelock Fire/Rescue

- October is coming up and that is the month to wear pink shirts for Breast Cancer awareness. They will be selling shirts again this year and hope to have another successful year.

Doug Furgason – Citizen at Large

- Thanked Craven County Commissioners and Stanley Kite’s office for being reappointed for two (2) more years to the Council.
- Personally want to make sure that everyone wears proper PPE on a traffic scene. This is very important to everyone.

Nathan Alwalt – Friendly Medical

- Nothing to report

Crystal Tew – Fort Barnwell

- Nothing to report

Todd Wade – Cherry Point Fire & Rescue

- Has letters of appreciation for everyone who helped with the air show.
- Like Rick – they will be selling shirts again this year – shirts will be navy blue.

Mark Dail – Rhems First Responder

- Sponsored Golf Tournament this year – was their 7th one – made \$5,000

Ronnie Weems – Fireman’s Association

- Nothing to report

John Harrell – Medic 17

- Stated they will be getting a new truck next month

Michael Smith – CCMT

- Nothing to report

Carrie Crawford – Rescue 20

- Nothing to report

Jon Stephens – Craven Community College

- College has purchased ambulance to use for demonstration.
- Advanced Airway Class (Pig) will be Thursday, September 18th in Perdue Bldg. (Room 115)

Dr. Koontz- Medical Director

- Met with Friendly Medical today – Paramedics are all up to date.
- ER is really busy. Things are good.
- There is a respiratory virus going around. Really affecting children.
- Also, there is a “stomach bug” going around.
- Miscellaneous illness – surge of pediatric patients.
- Fall is coming – reminders that hunters will be in woods – get lost and shooting accidents.
- Protocols: NC OEMS website has updated protocols on line. We will wait and update our protocols first of January. Please don’t think that our protocols have been updated if you see updated ones on NC OEMS.
- Paramedics – if you contact Medical control – remember they cannot give you instructions to do anything that outside of your scope of practice.
- RIS – RIS protocol is set in stone. There is no permission outside of the protocol.
- Personal – very busy with family – little guy is now 2 ½ years old.

Jean Matthews – Rescue 32

- Nothing to report

Ira Whitford - Craven County Emergency Services

- Advised that Friendly Medical was approved to go to Paramedic Level. They now have one (1) truck staffed in Craven County. Will increase coverage as they grow.

Next Meeting: November 19th at 19:00 pm.

Motion to adjourn-Meeting adjourned at: 20:15 pm

Members Present:

Dr. Stanley Koontz-Medical Director
Ira Whitford -Craven Co. Emergency Services
Keith Morris – Rescue 15
Carrie Crawford – Rescue 20
Jonathan Gaskins – Rescue 30
Jean Matthews – Rescue 32
Crystal Tew - Rescue 34
James Davis – CarolinaEast
Deb Rogers – CarolinaEast Medical Center ED
Mark Dail - Rhems First Responder
Nathan Awalt – Friendly Medical
Doug Furgason – Citizens at Large
John Harrell – Medic 17
Michael Smith - CCMT
Allen Johnson - OEMS

Guest

Todd Wade – Havelock Fire/Rescue
Billy Matthews – Rescue 32
Ronnie Weems – Fireman’s Association



Havelock Fire – Rescue

City of Havelock, NC

Stanley Kite, Director
Craven County Emergency Services
406 Craven St.
New Bern NC 28560

Mr. Kite,

August 25, 2014

As per our phone conversation I met with Charles Rose, President of Number 7 Township Rescue Squad and Carrie Crawford Captain of Number 7 Township Rescue Squad today and discussed realigning the district. It was agreed by both parties Havelock Fire Rescue and Twp. 7 Rescue Squad to realign the lines to clear up the confusion with the current district lines and dispatch the closest EMS unit to the area served.

The area that we are requesting to realign for EMS coverage is everything on East Fisher Rd and East of there to our current district line. See attached map

This realignment will include approximately 1.7 square miles and 524 structure points. This realignment will dispatch the closest EMS unit to the area currently being served by Twp. 7 Rescue Squad.

By signing below all parties concur on this realignment and request your office to implement the changes after appropriate approval.

Charles Rose President #7 Rescue Squad

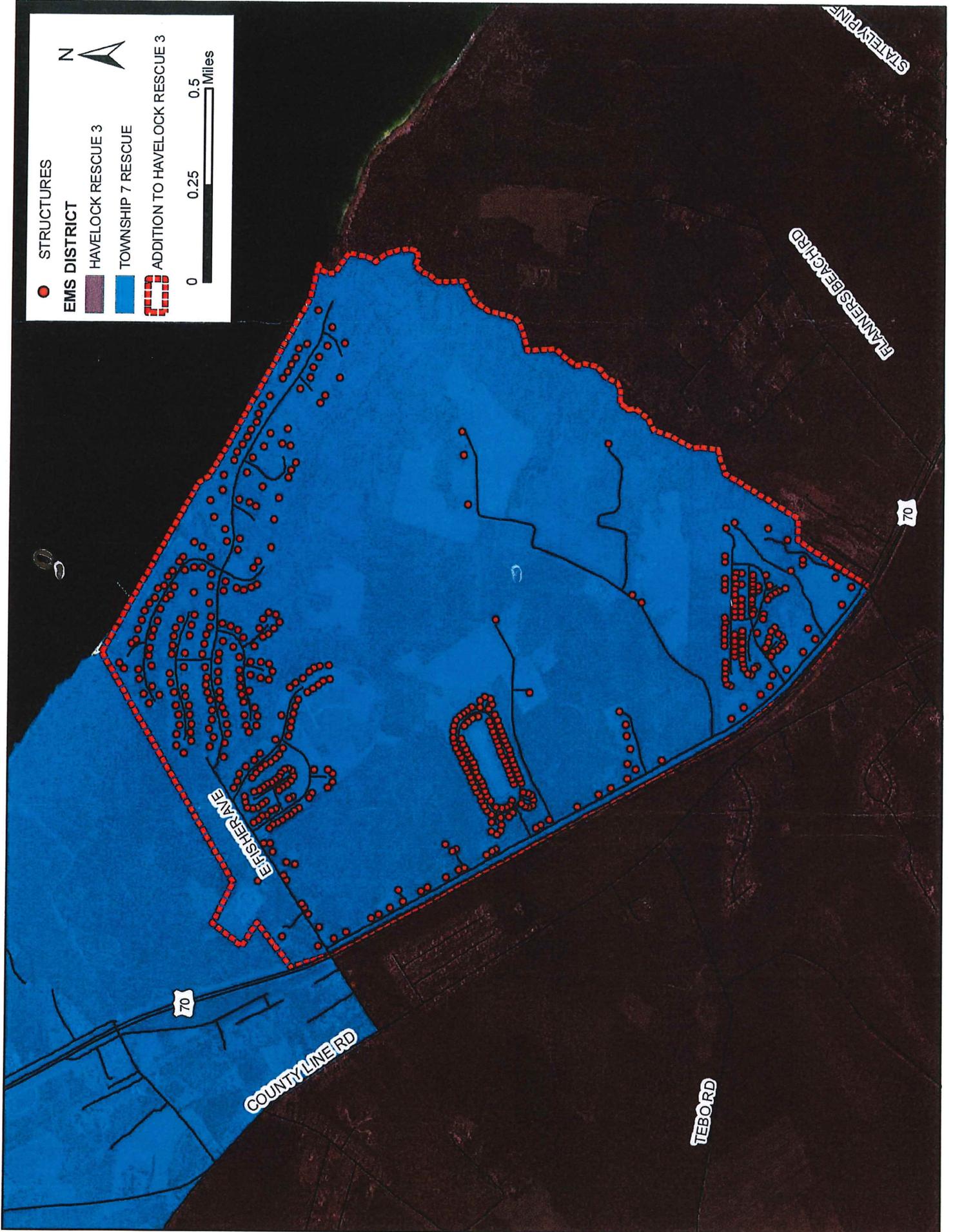
Carrie Crawford Captain #7 Rescue Squad

Rick Zaccardelli Chief HFRD

Stanley Kite Director CCES

Signed this day August ___ 2014

Steve Coffey
Chief of Operations
Havelock Fire Rescue
252-463-7184
scoffey@havelocknc.us



STRUCUTURES
●

EMS DISTRICT
■ HAVELOCK RESCUE 3
■ TOWNSHIP 7 RESCUE

ADDITION TO HAVELOCK RESCUE 3
■

0 0.25 0.5 Miles

N

**PROCLAMATION:
Craven County Farm-City Day**

WHEREAS, the growth and development of the County and the well-being of all its citizens are dependent upon cooperation and exchange between farm and non-farm families and businesses; and

WHEREAS, Craven County's agricultural income makes a significant contribution to the economic diversity of our county with a dynamic forestry industry and \$60-\$70 million in farm sales annually; and

WHEREAS, agribusiness is North Carolina's number one industry, contributing \$70 billion annually to the State's economy and employing over 17% of the work force; and

WHEREAS, Farm-City Day provides an outstanding opportunity for young people in Craven County to become better acquainted with the diversity and importance of agriculture in the county and the region; and

WHEREAS, For Craven County to continue to prosper, it is important that farm and non-farm residents appreciate and understand each other; and

WHEREAS, All Craven County residents share common needs – food for our nourishment, forest products for our shelter and paper, and fiber for clothing and other materials.

NOW, THEREFORE, BE IT RESOLVED that the Craven County Board of Commissioners does hereby proclaim November 1, 2014 to be Farm-City Day and intends that all events associated with Farm-City Day in Craven County be a tremendous success.

This the 6th day of October, 2014

Thomas F. Mark, Chairman
Craven County Board of Commissioners

Gwendolyn M. Bryan, Clerk to the Board

 **AIA**® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighth day of September in the year 2014
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Craven County
406 Craven Street
New Bern, NC 28560
Telephone Number: 252.636.6600

and the Architect:
(Name, legal status, address and other information)

C. R. Francis / Architecture, p.a.
329 Middle Street
New Bern, NC 28560
Telephone Number: 252.637.1112

for the following Project:
(Name, location and detailed description)

Addition and Renovation: Craven County Animal Shelter

A two phased project in which a new structure of approximately 4,000 square feet will be designed to accommodate additional animal runs in the first phase and following the construction of the new structure, the interior of the existing structure will be renovated to meet desired modifications in program.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
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- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

The design work will be based on programmatic data received from the Owner and the original construction documents for the original project.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

To be determined

- .2 Substantial Completion date:

To be determined

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

Init.

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User Notes:

(1869571923)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement.

.1 General Liability: [Business Owners] liability and medical expenses \$1,000,000 per occurrence
(Paragraphs deleted)

.2 Automobile Liability: \$1,000,000 [CSL]

.3 Workers' Compensation: minimum legal limits

The above listed insurance are policies of Penn National Insurance with Lancaster McAden Willis Smith serving as local agents.

.4 Professional Liability: \$1,000,000 per claim / \$2,000,000 aggregate per policy year

The above listed professional insurance is a policy of Victor O. Schinnerer & Company, Inc. with Insurance Management Consultants, Inc. of Davidson, NC serving as local agents .

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and

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- 3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming	* Architect/Owner	
§ 4.1.2 Multiple preliminary designs	* Architect	
§ 4.1.3 Measured drawings	N/A	
§ 4.1.4 Existing facilities surveys	N/A	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	N/A	
§ 4.1.6 Building information modeling	* Architect	
§ 4.1.7 Civil engineering	N/A	
§ 4.1.8 Landscape design	N/A	
§ 4.1.9 Architectural Interior Design (B252™-2007)	* Architect	

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§ 4.1.10	Value Analysis (B204™–2007)	N/A	
§ 4.1.11	Detailed cost estimating	** Consultant	
§ 4.1.12	On-site project representation	N/A	
§ 4.1.13	Conformed construction documents	N/A	
§ 4.1.14	As-Designed Record drawings	N/A	
§ 4.1.15	As-Constructed Record drawings	* as furnished by the Contractor	
§ 4.1.16	Post occupancy evaluation	N/A	
§ 4.1.17	Facility Support Services (B210™–2007)	N/A	
§ 4.1.18	Tenant-related services	N/A	
§ 4.1.19	Coordination of Owner’s consultants	* Architect	
§ 4.1.20	Telecommunications/data design	* Architect in coordination with the Owner’s representatives	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	N/A	
§ 4.1.22	Commissioning (B211™–2007)	N/A	
§ 4.1.23	Extensive environmentally responsible design	N/A	
§ 4.1.24	LEED® Certification (B214™–2007)	N/A	
§ 4.1.25	Fast-track design services	N/A	
§ 4.1.26	Historic Preservation (B205™–2007)	N/A	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	N/A	
N/A = Not applicable to this project			

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

See Article 12 for additional information concerning the items marked * and **

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- *.5 Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;
- *.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- *.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

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- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- *.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- *.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- *.4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic

evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.3.2 Notwithstanding anything to the contrary contained herein, provided that the Owner has substantially performed, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service for

future repairs, remediation, or other corrective activities related to defects or deficiencies in the construction of the Project.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1. The option of Mediation as a method of dispute resolution is hereby omitted from this contract.

(Paragraph deleted)

§ 8.2.2 In that the parties have omitted mediation as a dispute resolution method,, the method of binding dispute resolution shall be the following:

Litigation in a court of competent jurisdiction located in Craven County

(Paragraphs deleted)

§ 8.3 ARBITRATION

§ 8.3.1 The option of Arbitration as a method of dispute resolution is hereby omitted from this contract..

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due .

§ 9.7 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order

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to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

| At a percentage rate of 8.5% on the cost of construction.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

| At a rate to be determined if and when the Owner desires such services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

| Charles Francis AIA \$100/hr
 | Diane Filipowicz assoc. AIA \$90/hr

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below:

| As a direct pass through without markup.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase +	Twenty	percent (	20	%)
Total Basic Compensation		one hundred	percent (	100 %)

§ 11.5.1 Paragraph 11.5 is modified to the extent that payments for basic services shall become due upon completion of each phase, except that payments during the construction phase shall be monthly in proportion to the construction funds expended.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below..

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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Employee or Category	Rate
Charles R. Francis, AIA	\$100/hr.
Diane H. Filipowicz assoc. AIA	\$90/hr.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- *.1 Transportation and authorized out-of-town travel and subsistence;
- *.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- ***.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- ***.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- ***.10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

None

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

First Citizens Bank Prime Rate at the time indicated in 11.10.2 [60 following initial billing]

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:23:03 on 09/08/2014 under Order No.6751732225_1 which expires on 05/14/2015, and is not for resale.
User Notes:

(1869571923)

- * The additional services listed are hereby included as part of the basic service:
4.1.1, 4.1.2, 4.1.6, 4.1.15, 4.1.19, 4.1.20, 4.3.1.5, 4.3.1.6, 4.3.1.7, 4.3.2.2, 4.3.2.3, 4.3.2.4
- ** 4.1.11 Professional cost estimating beyond that formulated in the Architect's office would be a reimbursable expense.
- *** 11.8.1.6, 11.8.1.8, and 11.1.10 are deleted from the contract

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
(Paragraphs deleted)
This Agreement entered into as of the day and year first written above.

Craven County

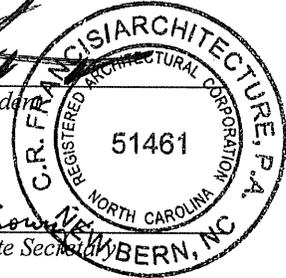
(Row deleted)

Thomas F. Mark – Chairman,
Craven County Board of Commissioners
(Row deleted)

Attest:
Gwendolyn M. Bryan - Clerk to the Board of
Commissioners
(Row deleted)

C. R. Francis / Architecture, p.a.


Charles R. Francis AIA – President



Attest: Diane H. Filipowicz
Diane H. Filipowicz – Corporate Secretary

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

Init.



Castle Hayne Aquifer
Fund 422

This ordinance is hereby amended in the following amounts for expenditures to the Castle Hayne Aquifer Project.

Expenditures:

Test Wells

Chemical/Lab Analysis	\$	4,800.00
Contractual Services	\$	31,600.00
Engineering	\$	34,200.00
Construction	\$	101,640.00

Pre-Design/Site

Postage	\$	248.00
Utilities	\$	9,100.00
Contractual Services	\$	397,220.00
Capital Outlay - Equipment	\$	902.00
Land	\$	736,926.00
Engineering	\$	3,922.00
Engineering - McKim Creed	\$	335,085.00
Sitework	\$	2,399.00

Design Phase

Contractual Services	\$	46,291.00
Engineering - McKim Creed	\$	2,082,658.00
Administration	\$	75,151.00

Construction Phase

Contractual Services	\$	410,000.00
Engineering - McKim Creed	\$	1,618,242.00
General Construction	\$	24,756,385.00
Contingency	\$	1,251,077.00
Administration	\$	303,289.00

Total \$ 32,201,135.00

The following revenues are hereby amended for the Castle Hayne Aquifer Project.

Revenue:

Interest	\$	14,330.00
Transfer From Water Reserve	\$	16,007,810.00
Loan Proceeds	\$	16,178,995.00

Total \$ 32,201,135.00

This ordinance is hereby amended this 6th day of October, 2014.

Thomas F. Mark, Chairman
Craven County Board of Commissioners

Attest:

Gwendolyn M Bryan, Clerk to the Board
Craven County Board of Commissioners

REC'D SEP 08 2014

Jonathan Robinson, Chair
Robin V. Comer, Vice-Chair
Elaine O. Crittenton
Jimmy Farrington
Terry Frank
John Gregory Lewis
Bill Smith



County Manager
W. Russell Overman
russello@carteretcountync.gov

Clerk to the Board
Jeanette Deese, NCCCC, MMC
jeanetted@carteretcountync.gov

Office: (252) 728-8450
Fax: (252) 728-2092

September 2, 2014

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

RE: Joint Land Use Study Policy and Technical Committee Member Designees

Dear ^{Jack} Mr. Veit,

As you are aware we are in the beginning stages of undertaking a Joint Land Use Study (JLUS) centering around preserving the mission at MCAS Cherry Point. We recently held a kickoff meeting with our Office of Economic Adjustment (OEA) representative who discussed the process with us and made recommendations on which agencies should be represented in this study. With that being said two committees will serve the study, the Policy Committee and the Technical Committee. The Policy Committee includes elected and appointed officials from participating jurisdictions, the military installation, senior representatives from other organizations, and the State. The Technical Committee includes city and county planners, military base planners, local airport officials, and other subject matter experts.

Craven County is of course highly important and crucial to the success of this study. The Carteret County Commissioners at their last meeting reviewed and do concur with the identified positions on these committees. At your next meeting we ask that you consider appointing one Craven County Commissioner. We also ask that you consider appointing the Craven County Planning Director or their Designee to the Technical Committee.

Thank you for your consideration and cooperation. We look forward to working with you and the representatives of Craven County in this process. Please don't hesitate to contact me if you have any questions or we can provide additional information.

Sincerely,

Carteret County
W. Russell Overman
County Manager

Volunteer Board Information and Interest Sheet Craven County, North Carolina

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

DSS Board, Aging Planning Board

Name: Clayton Gaskins
Home Address: 1150 Askin Brick Rd.

Home Phone: 252-244-2941

City: Errol

Zip Code: 28527

Township: _____

City Limits: Yes No

Occupation: Social Worker

Business Phone: 252-227-2946

Place of Employment: Vidant Health System

Fax Number: _____

E-Mail Address: clayton.gaskins@yahoo.com

(Please indicate your preferred contact number.)

Education

BSW - ECU - '91

MSW - ECU - '99

Application for LCSW in progress

Business and Civic Experience

Craven County Aging Board

Areas of Expertise, Interest, Skills

Why do you want to serve?

To be an advocate for services provided to Craven County residents.

Please List Other Local, Regional and Statewide Boards, Committees or Commissions on Which You Serve

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

Date: 4-1-13

Clayton Gaskins
Signature

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

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

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO. 14-CVS-325

COUNTY OF CRAVEN

FILED

CITY OF NEW BERN,

2014 SEP 23 P 1:27

CRAVEN CO., C.S.C.)
Plaintiff)

v. BY D)

CONNECTICUT AVENUE PARTNERS,)
LLC, *et al.*,)

Defendants)

REPORT OF SALE

To the Clerk of the Superior Court:

The undersigned, Michael Scott Davis, respectfully reports to the Court:

That pursuant to the power and authority vested in me as commissioner under a judgment entered in this action, I offered for sale at public auction for cash to the last and highest bidder, on the 22nd day of September, 2014, at 10:00 a.m. at the courthouse door in Craven County, the real property described in the judgment in this action after due advertisement of the sale in the manner prescribed by law, at which time and place Kepri Hospitality, LLC became the last and highest bidder for the property for the amount of \$184,000.00.

This 23rd day of September, 2014.



MICHAEL SCOTT DAVIS, Commissioner

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

WILBERT LEE CROUELL, as Buyer, hereby offers to purchase and CRAVEN COUNTY and COVE CITY, as Seller, collectively, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in Township 3, Craven County, North Carolina, being known as and more particularly described as:

Street Address: 612 Murphy Drive

Subdivision Name: n/a

Tax Parcel ID No.: 3-C-07-003

Plat Reference: n/a

Being all of that property more particularly described in Deed Book 3286, Page 913 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 1,500 and shall be paid as follows:

(a) \$500.00 EARNEST MONEY DEPOSIT with this offer by cash bank check certified check other: N/A to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 1,000 BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

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

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

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

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

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

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

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

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

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

7. EVIDENCE OF TITLE: Not Applicable.

8. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before **November 30, 2014**.

The deed is to be made to: **WILBERT LEE CROUELL** or assign(s).

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

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

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

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

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

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

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

Buyer Initials WC Seller Initials _____

- 13. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.
- 14. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).
- 15. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 17. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.
- 18. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:

Wilbert Crowell (SEAL)
 Name: Wilbert L. Crowell
 Date: 9/16/14

SELLER

CRAVEN COUNTY

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

COVE CITY

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

Buyer Initials WC Seller Initials _____

THIS DOCUMENT HAS A VOID BACKGROUND • MICROPRINT BORDERS AND SIGNATURE LINE • WATERMARK ON BACK • HOLD UP TO LIGHT TO VIEW.

Personal Money Order



First Citizens Bank

First-Citizens Bank & Trust Company
Raleigh, North Carolina

66-30533 Branch No. 1139

06052461

Date September 16, 2014

Pay to the order of Craven County

\$ 500.00

NOT GOOD OVER \$1,000.00. INVALID AFTER 180 DAYS
BPC# 113181
CITIZENS BANK

500 DOLLARS

Dollars

Memo Wilbert L. Cronell

Remitter *Wilbert Cronell*

05-10070R (12/06)

936475 04FCM011255

⑈06052461⑈ ⑆05300300⑆9807991990⑈



Image ID: 00002353392 Type: CRP
Recorded: 06/24/2014 at 02:52:09 PM
Fee Amt: \$30.00 Page 1 of 3
Revenue Tax: \$4.00
Workflow# 0000116304-0001
Craven, NC
Sherril B. Richard Register of Deeds
BK 3286 PG 913

NORTH CAROLINA
CRAVEN COUNTY

COMMISSIONER'S DEED

Revenue Stamps: \$4.00
Parcel # 3-C-07-003

THIS COMMISSIONER'S DEED, made and executed this 16th day of June, 2014, by and between AARON D. ARNETTE, Commissioner, pursuant to a judgment of the District Court of the N.C. General Court of Justice in Craven County, North Carolina in an action entitled "Craven County, Plaintiff v. Chundra Crouell, *et al.* (File No. 14 CVD 52), Grantor, to CRAVEN COUNTY and COVE CITY, whose mailing addresses are: 406 Pollock Street, New Bern, North Carolina 28560, and 204 South Main Street, Cove City, North Carolina 28523, respectively, collectively as Grantee.

WITNESSETH:

WHEREAS, said Aaron D. Arnette, Commissioner, being empowered and directed by a judgment in the said action, did, on the 29th day of April, 2014, after due advertisement according to law, and as directed by said judgment, expose the land hereinafter described to public sale at the door of the Craven County Courthouse, where and when Craven County and Cove City became the last and highest bidders for said land at the public sale for the sum of \$1,328.26; and

WHEREAS, on the 29th day of April, 2014, Aaron D. Arnette, Commissioner, reported to the Court that Craven County was the last and highest bidder for said property in the amount of \$1,328.26; and,

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

MS
3



BK 3286 Pg 914

WHEREAS, on the 18th day of June, 2014, Aaron D. Arnette, Commissioner, filed an Amended Report of Sale indicating that Craven County and Cove City were the last and highest bidders for said property in the amount of \$1,328.26; and,

WHEREAS, more than 10 days elapsed since the original report of sale or most recent upset bid was filed; and

WHEREAS, an amended order confirming the sale to Craven County and Cove City was entered by the Craven County Clerk of Superior Court on or about June 19th, 2014; and

WHEREAS, on or about June 19th, 2014, Aaron D. Arnette, Commissioner, was ordered by judgment of said Court to execute a deed in fee simple to Craven County and Cove City; and

NOW THEREFORE, in consideration of the premises, the said Aaron D. Arnette, Commissioner, as aforesaid, does hereby grant, bargain, sell, and convey to Craven County and Cove City all of that certain tract or parcel of land lying, situate and being in Number Three (3) Township, Craven County, North Carolina, and more particularly described as follows:

All of that certain property more particularly described in Deed Book 1361, at Page 666, in the Craven County Registry.

This property is also commonly referred to by its tax parcel identification number which is 3-C-07-003.

Beginning at an iron stake in the Eastern right of way line of Secondary Road 1257, said beginning stake being North 0-07 East 735 feet from the intersection of Rattlesnake Branch with the Eastern right of way line of Secondary Road 1257; thence from said beginning point North 0-07 East 120 feet along said eastern right of way line of Secondary Road 1257 120 feet to an iron stake; thence South 89-53 East 150.08 feet to an iron stake; thence South 01-27 East 120.04 feet to an iron stake; thence North 89-33 West 153.35 feet to the point of beginning.

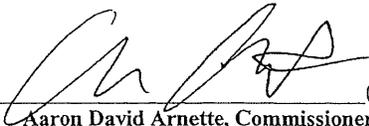
This parcel is not the primary residence of the grantor.

Image ID: 000002353394 Type: CRP
Page 3 of 3
BK 3286 PG 915

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

Regarding Parcel ID 3-C-07-003, the title conveyed by this Commissioner's Deed is held pursuant to N.C. Gen. Stat. § 105-376, with Craven County having \$1,317.77 in taxes, interest, penalties, fees and costs associated with this matter and Cove City having \$10.49 in taxes, interest, penalties, fees and costs associated with this matter, all of which constitute a first and prior lien as of the date of the sale. Upon subsequent sale of this parcel, the proceeds will be distributed between Craven County and Cove City pursuant to N.C. Gen. Stat. § 105-376.

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



Aaron David Arnette, Commissioner (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, J. Diana Ipoek, a Notary Public of Surry County, North Carolina, do hereby certify that **Aaron D. Arnette, Commissioner**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 16th day of June, 2014.

My Commission Expires:



NOTARY PUBLIC

6/24/2017

LSS51290

J. DIANA IPOCK
Notary Public - North Carolina
Surry County
My Commission Expires 6/24/2017

Craven County Geographic Information System

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

This report was created by Craven County GIS reporting services on 9/30/2014 11:36:21 AM

Parcel ID : 3-C-07 -003
Owner : CRAVEN COUNTY & COVE CITY
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
Property Address : 612 MURPHY DR
Description : CORE CK LD
Lot Description :



Assessed Acreage : 0.413 Calculated Acreage : 0.410
Deed Reference : 3286-0913 Recorded Date : 6 24 2014
Recorded Survey :
Estate Number :
Land Value : \$12,000 Tax Exempt : Yes
Improvement Value : \$65,910 # of Improvements : 2
Total Value : \$77,910
City Name : COVE CITY Fire tax District :
Drainage District : Special District :
Land use : RES - MFG HOME AS REAL PROP

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
6/24/2014	CROUELL, CHUNDRA	CRAVEN COUNTY & COVE CITY	STRAIGHT TRANSFER	\$2,000

List of Improvements to Site

Type of Structure	Year Built	Base Area 1st Floor	Value
MANUFACTURED HOME - MULTI UNIT	1996	1188	\$65,710
STORAGE BUILDING-DETACHED-RES	1994	192	\$200



1 inch equals 126 feet



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