

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MONDAY, APRIL 6, 2015
7:00 P.M.**

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE MINUTES OF MARCH 16, 2015 REGULAR SESSION

1. PUBLIC HEARING FOR PROPOSED AMENDMENTS TO THE CRAVEN COUNTY CODE OF ORDINANCES
2. PETITIONS OF CITIZENS
3. PROPOSED AMENDMENTS TO THE COMMISSIONERS' RULES OF PROCEDURE

DEPARTMENTAL MATTERS

4. TAX – RELEASES AND REFUNDS: Ronnie Antry, Tax Administrator
5. FINANCE – APPROVAL OF PUBLIC SCHOOL FUNDING DRAW-DOWN: Rick Hemphill, Assistant County Manager, Finance/Administration
6. PLANNING – SUBDIVISIONS FOR APPROVAL: Don Baumgardner, Planning Director
7. FACILITIES – SECURITY SUB-COMMITTEE REPORT: Gene Hodges, Assistant County Manager, Facilities/Operations
8. APPOINTMENTS
9. COUNTY ATTORNEY'S REPORT: Jim Hicks
10. COUNTY MANAGER'S REPORT: Jack Veit
11. COMMISSIONERS' REPORTS

Agenda Date: April 6, 2015

Presenter: _____

Agenda Item No. 1

Board Action Required or Considered: No

PUBLIC HEARING FOR PROPOSED AMENDMENTS TO THE CRAVEN COUNTY CODE OF ORDINANCES

The Craven County Board of Commissioners will go into public hearing at 7:00 p.m. to consider:

1. Proposed text amendments to Appendix D (“Cherry Point Marine Corps Air Station”), Part I (“Marine Corps Air Station Zoning Ordinance”), Section 11.0 (“Board of Adjustment”). These proposed amendments are to amend the provisions related to the Board of Adjustment, to comply with recent statutory changes;
2. Proposed text amendments to Appendix F (“Coastal Carolina Regional Airport Zoning and Height Control Ordinance”), Section F-8.0 (“Board of Adjustment”). These proposed amendments are to amend the provisions related to the Board of Adjustment, to comply with recent statutory changes; and,
3. Proposed text amendments to Chapter 30 (“Signs”), Article II (“Off-Premises Signs”). These proposed amendments are to redefine the definition of signs, to standardize penalties, and to provide for more detailed procedures for the Board of Adjustment in the administrative reviews, appeals and variances under Chapter 30.

The proposed amendments have been on file with the Clerk to the Board for public inspection. (Attachment #1)

Board Action: Receive public input

Agenda Date: April 6, 2015

Presenter: _____

Agenda Item No. 2

Board Action Required or Considered: No

PETITIONS OF CITIZENS

Board Action: Receive Information

Agenda Date: April 6, 2015

Presenter: _____

Agenda Item No. 3

Board Action Required or Considered: Yes

PROPOSED AMENDMENTS TO THE COMMISSIONERS' RULES OF PROCEDURE

Attachment #3 is a draft of the Commissioners' Rules of Procedure reflecting amendments proposed by the Board at its meeting on March 16, 2015.

Board Action: For discussion and possible approval.

Agenda Date: April 6, 2015

Presenter: Ronnie Antry

Agenda Item No. 4

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: TAX – RELEASES AND REFUNDS

You will notice that in addition to the regular release and refund requests contained in Attachment #4, there are 2 refund items for Faith United Methodist Church. The church leases a building on its property to a private for-profit day care center. A discovery was made to add the building to the tax records for the four years that it lost its tax exemption. A tax bill was issued and the taxpayer appealed the discovery to the Craven County Board of Equalization and Review, which upheld the assessor's finding that the property is taxable; however, it reduced the assessed value from \$428,200 to \$152,500. This change resulted in the total tax liability for the four years to be reduced from \$19,209.75 to \$6,841.48. The taxpayer's rights to appeal the board's decision to the North Carolina Property Tax Commission have now expired and therefore, this difference of \$12,368.27 is to be refunded to the church.

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

Agenda Date: April 6, 2015

Presenter: Rick Hemphill

Agenda Item No. 5

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: FINANCE - APPROVAL OF PUBLIC SCHOOL FUNDING DRAW-DOWN

Annually the Board of Education and the Board of Commissioners approve a project to be submitted to Department of Public Instruction to draw down the lottery funds which have been allocated to Craven County. These funds are used to pay debt service. Attachment #5 contains the form prescribed to submit to DPI to accomplish this. It has already been approved by the Board of Education

Board Action: A vote to approve submission of the form.

Agenda Date: April 6, 2015

Presenter: Don Baumgardner

Agenda Item No. 6

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: PLANNING – SUBDIVISIONS FOR APPROVAL

Craven County Planning Director, Don Baumgardner, presented the following subdivisions recommended by the Planning Board for the Board's approval.

Bertha Paul Farm – Final

- Property is owned by Rakiock, LLC and surveyed by James C. Simmons, Jr., PLS.
- Property is located within Twp. 5, on Adams Creek Rd. (SR 1700)
- Subdivision contains 2 lots on 4.98 acres
- Lots proposed to be served by county water and individual septic systems

Joseph H. Midgette – Final

- Property is owned by Joseph & Margaret Midgette and surveyed by Kendal Gaskins Surveying, PLS.
- Property is located within Twp. 1, on Brick Kiln Rd. (SR 1635)
- Subdivision contains 1 lot on 2.59 acres
- Lot proposed to be served by county water and an individual septic system

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

Agenda Date: April 6, 2015

Presenter: Gene Hodges

Agenda Item No. 7

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: FACILITIES – SECURITY SUB-COMMITTEE
REPORT**

On February 2, 2015 a subcommittee of Commissioners Dacey, Liner and McCabe was formed to research security concerns at the Human Services complex in light of the Department of Social Services request for a weapons ban. This subcommittee met on two different occasions with County staff and developed recommendations to enhance the security of the staff and property located at the Human Services complex. These recommendations are listed and detailed in Attachment #7.

Board Action: Receive information and provide feedback to staff if necessary.

Agenda Date: April 6, 2015

Presenter: _____

Agenda Item No. 8

Board Action Required or Considered: Yes

APPOINTMENTS

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

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

A. PENDING APPOINTMENT(S):

FIRE TAX COMMISSIONERS

AUTHORIZATION: N.C.G.S. 69-25.7

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 due to expire: Tim Harvey (appointed 2013; has moved and needs to be replaced)

No applications on file:

BOARD OF ADJUSTMENT

AUTHORIZATION: General Statute 153-345

MISSION/FUNCTION: To hear and decide appeals from and review any order, requirement, decision or determination made by an administrative official charged with the enforcement of the applicable ordinance; may permit special exceptions to zoning regulations if provided for in the ordinance.

NUMBER OF MEMBERS:

7

TYPE:

Representatives of each airport zoned area

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

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: Not Specified

COMPENSATION: No Yes Specify: _____

Term(s) ending:

John Brazelton (appointed 1999)

Gerald Teel (appointed 1999)

Alvin West (Alternate; appointed 1999)

Attachment # 8.A. is a list of residents in the eligible areas (AICUZ Zone and Coastal Carolina Regional Airport Zone).

B. CURRENT APPOINTMENTS

ACT (ALLIES FOR CHERRY POINT'S TOMORROW)

(See Attachment # 8.B.)

DOWN EAST RPO COUNTY ALTERNATE: Chairman Tyson, Commissioner Mark

C. UPCOMING APPOINTMENTS

May

Eastern Carolina Regional Housing Authority Arlene Clifton; Appointed 2000

Fire Tax Commissioner John Hawkins; Twp. 3; appointed 2013
John Norris, Sr.; Rhems; appointed 2013

Nursing Home Advisory Committee Cheryl Stevenson; Appointed 2012

Agenda Date: April 6, 2015

Presenter: Jim Hicks

Agenda Item No. 9

Board Action Required or Considered: Yes

COUNTY ATTORNEY'S REPORT

- A. Final Acceptance - Offer to Purchase Real Property – 2501 New Bern Avenue (Parcel Number 8-037-090)

The County and City have previously received and tentatively approved an offer in the amount of \$1,700.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$1,729.16. The current tax value is \$8,500.00. The offer was advertised and there were no upset bids. Attached is the proposed resolution, deed and lien waiver. The City will consider its final approval on April 14, 2015. It is recommended that the Board give final approval of the sale and adopt the enclosed resolution shown in Attachment #9.A.

Board Action: Adopt resolution to approve sale, pending City's approval.

- B. Final Acceptance - Offer to Purchase Real Property – 1422 Lincoln Street (Parcel Number 8-013-052)

The County and City have previously received and tentatively approved an offer in the amount of \$4,000.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$4,182.41. The current tax value is \$66,730.00. The offer was advertised and there were no upset bids. Attached is the proposed resolution, deed and lien waiver. The City has given final approval. It is recommended that the Board give final approval of the sale and adopt the enclosed resolution shown as Attachment #9.B.

Board Action: Adopt resolution for final approval and authorization for execution of related documents.

- C. Offer to Purchase Real Property – Parcel No. 1-044-264 (no assigned street number; off of Main Street, north of Vanceboro)

The County has received an offer in the amount of \$2,200.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$2,139.09. The current tax value is \$13,500.00.

Attachment #9.C contains copies of a proposed resolution, offer to purchase, bid deposit, foreclosure deed, and GIS information.

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

NOTE: By way of disclaimer, our firm has provided past legal representation to the proposed purchaser.

Board Action: Approve resolution

D. Proposed Business Associate Agreement with Sumrell Sugg

A business associate agreement is required by HIPAA and the HITECH Act amendments for relationships between a “covered entity” and a “business associate.” A “business associate” is a person or entity that uses, holds, receives, transmits, etc. health information of a “covered entity” when performing services on behalf of the “covered entity.” The County has various departments, including the health department, that store and/or use protected health information and would be considered a “covered entity” in the case of those transactions.

Since our firm may come into contact with health information of patients/clients of the County in the course of rendering our services to the County, our firm may potentially be considered a “business associate” of the County. Therefore a business associate agreement between the County and our firm is recommended.

A copy of the proposed Business Associate Agreement is contained in Attachment #9.D for approval.

Board Action: Approval of agreement

Agenda Date: April 6, 2015

Presenter: _____

Agenda Item No. 10

COUNTY MANAGER'S REPORT

Agenda Date: April 6, 2015

Presenter: _____

Agenda Item No. 11

COMMISSIONERS' REPORTS

CRAVEN COUNTY

**An Ordinance to Amend the
Code of Ordinances**

WHEREAS, the requested amendments to the Code of Ordinances will: (i) clarify the composition, powers, and duties of the Board of Adjustment; (ii) clarify the rights of all parties who have standing under the Code of Ordinances related to zoning; (iii) clarify the process for notices, hearings and appeals under the Code of Ordinances related to zoning; and, (iv) bring the Code of Ordinances into compliance with recent statutory changes enacted by the North Carolina General Assembly; and,

WHEREAS, the proposed amendments are consistent with the County's Land Use Plan's goals and objectives, and with the County's overall land use regulations and ordinances; and,

WHEREAS, the proposed amendments will further the purposes of the Code of Ordinances as to zoning, and other ordinances and actions designed to implement the County's Land Use Plan; and,

WHEREAS, the Planning Staff recommends approval of the proposed amendments; and,

WHEREAS, on February 26, 2015, the County's Planning Board voted 5 to 0 to recommend that the Board of Commissioners approve the proposed Text Amendment set forth herein; and,

WHEREAS, the Board of Commissioners held a duly-noticed public hearing on April 6, 2015 to consider amending the Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS as follows:

SECTION I

The proposed text amendments are found to be consistent with the County's Land Use Plan, and other land use regulations, ordinances and policies; and otherwise promotes the public

health, safety and general welfare. Therefore, the County's Code of Ordinances is hereby amended as set forth herein.

SECTION II

1. *That Appendix D ("Cherry Point Marine Corps Air Station", and hereafter referred to as "Ordinance"), Part I ("Marine Corps Air Station Zoning Ordinance"), Section 11.0 ("Board of Adjustment") of the Code of Ordinances be deleted, and replaced in its entirety as follows:*

SEC. 11.0 BOARD OF ADJUSTMENT

SEC. D-I-11.1. CREATION; COMPOSITION

A Board of Adjustment ("Board") is hereby established pursuant to G.S. §153A-345.1, to be appointed by the Craven County Board of Commissioners. Insofar as possible, members of the Board shall be appointed as follows: at least one resident of the area which is zoned shall be appointed to the Board; however, the Board shall consist of five members. Insofar as possible, initial appointment to the Board shall be as follows: one-third for a term of three years; one-third for a term of two years; and one-third for a term of one year. Two alternate members may be appointed for a term of three years to serve in the absence or temporary disqualification of any regular members or to fill a vacant seat pending appointment of a member. The successor to the regular and the alternate members shall be appointed for three-year terms. Vacancies shall be filled for the unexpired term only. All members shall have equal rights, privileges and duties with regard to all matters.

SEC. D-I-11.2. MEETINGS; OFFICERS

The Board shall elect one (1) of its members as Chair, one (1) of its members as a Vice-Chair, and shall appoint a Secretary and other subordinates as it deems in its best interest. The Board shall adopt any rules of procedure under which it will operate. Meetings of the Board shall be held at the call of the Chair, or in his absence the Vice-Chair, or at least two (2) members of the Board. All meetings of the Board shall be open to the public. The Board shall keep full and accurate minutes of its proceedings.

SEC. D-I-11.3. POWERS AND DUTIES

The Board shall have the following powers and duties:

(a) **Administrative Review.** To hear and decide appeals from and review any order, requirement, decision, or determination made by an administrative official charged with enforcement of this Ordinance.

(b) **Interpretation.** To interpret the terms of this Ordinance and zoning maps and to pass upon disputed questions of lot lines or district boundary lines and similar questions as they arise in the administration of this Ordinance.

(c) **Conditional Use and Special Use Permits.** To hear and decide special and conditional use permits in accordance with standards and procedures specified in this Ordinance. Reasonable and appropriate conditions may be imposed upon these permits.

(d) **Subpoena.** To subpoena witnesses and compel the production of evidence, through the chair, or in the chair's absence anyone acting as the chair, may subpoena witnesses and compel the production of evidence. To request issuance of a subpoena, persons with standing under G.S. §160A-393(d) may make a written request to the chair explaining why it is necessary for certain witnesses or evidence to be compelled. The chair shall issue requested subpoenas he or she determines to be relevant, reasonable in nature and scope, and not oppressive. The chair shall rule on any motion to quash or modify a subpoena. Decisions regarding subpoenas made by the chair may be appealed to the full Board. If a person fails or refuses to obey a subpoena issued pursuant to this subsection, the Board or the party seeking the subpoena may apply to the General Court of Justice for an order requiring that its subpoena be obeyed, and the court shall have jurisdiction to issue these orders after notice to all proper parties

(e) **Oath.** The chair of the Board, or any member acting as chair, and the clerk to the Board are authorized to administer oaths to witnesses in any matter coming before the Board. Any person who, while under oath during a proceeding before the Board, willfully swears falsely is guilty of a Class 1 misdemeanor.

(f) **Variance – In General.** When unnecessary hardships would result from carrying out the strict letter of this ordinance, the Board may vary any of the provisions of this ordinance upon a showing of all of the following:

- (1) Unnecessary hardship would result from the strict application of this ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.
- (2) The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.
- (3) The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.

- (4) The requested variance is consistent with the spirit, purpose, and intent of this ordinance, such that public safety is secured, and substantial justice is achieved.

Provided, however, no change in permitted uses may be authorized by variance. Appropriate conditions may be imposed on any variance, provided that the conditions are reasonably related to the variance.

(g) Variance – Federal Fair Housing Act. Notwithstanding the provisions of subparagraph (f) above, the Board may provide for a variance under the Federal Fair Housing Act upon the following:

1. Application Requirements; Determination of Completeness.

- (a) Persons Authorized to File Applications. An application for a reasonable accommodation may be filed only by the owner of the land affected by the reasonable accommodation; an agent, lessee, or contract purchaser specifically authorized by the owner to file such application; or any unit of government that is not the owner of the lot but proposes to acquire the lot by purchase, gift, or condemnation.
- (b) Pre-Application Conference. Before filing an application for a reasonable accommodation, the applicant may request a pre-application conference with the Zoning Administrator.
- (c) Application Filing. An application for a reasonable accommodation shall be filed with the Zoning Administrator. No filing fee is required for such application. Once the application is complete, the Zoning Administrator shall schedule the application for consideration at a hearing before the Board, and shall transmit to the Board all applications and other records pertaining to such reasonable accommodation prior to the hearing on the application.

2. Approval Criteria.

The Board shall grant a reasonable accommodation to any provision of this ordinance if it finds by a greater weight of the evidence that the proposed reasonable accommodation is determined to be both reasonable and necessary, in accordance with the following:

- (a) **“Reasonable”** An accommodation will be determined to be reasonable if it would not undermine the legitimate purposes and effects of existing planning regulations, and if it will not impose significant financial and administrative burdens upon the County and/or constitute a substantial or fundamental alteration of this ordinance’s provisions; and

- (b) **“Necessary”** An accommodation will be determined to be necessary if it would provide direct or meaningful therapeutic amelioration of the effects of the particular disability or handicap, and would afford an equal opportunity to enjoy and use housing in residential areas in the County.

3. Effect of Approval or Denial.

- (a) After the Board approves a reasonable accommodation, the applicant shall follow the normal procedures set forth in this ordinance, and any other applicable ordinance, for approval of any permits, certificates, and other approvals required in order to proceed with development or use of the property. All orders, decisions, determinations, and interpretations made by administrative officers under those procedures shall be consistent with the reasonable accommodation granted by the Board.
- (b) The Board shall refuse to hear a reasonable accommodation request that has been previously denied, unless it finds that there have been substantial changes in the conditions or circumstances relating to the matter.

4. Lapse

Failure of an applicant to apply for a building permit or any other required development permit, and commence uninterrupted construction or action with regard to a variance granted hereunder within one (1) year of receiving approval of the reasonable accommodation shall automatically render the variance null and void.

(h) *Decision.* As used in this Ordinance, the term "decision" includes any final and binding order, requirement, or determination. The Board shall follow quasi-judicial procedures when deciding appeals and requests for variances and special and conditional use permits. The Board shall hear and decide all matters upon which it is required to pass under any statute or this Ordinance.

SEC. D-I-11.4. NOTICE OF HEARING

Notice of hearings conducted pursuant to this Ordinance shall be mailed to the person or entity whose appeal, application, or request is the subject of the hearing; to the owner of the property that is the subject of the hearing if the owner did not initiate the hearing; to the owners of all parcels of land abutting the parcel of land that is the subject of the hearing; and to any other persons entitled to receive notice as provided by the zoning or unified development ordinance. In the absence of evidence to the contrary, the County may rely on the county tax listing to determine owners of property entitled to mailed notice. The notice must be deposited in the mail at least 10 days, but not more than 25 days, prior to the date of the hearing. Within that same

time period, the County shall also prominently post a notice of the hearing on the site that is the subject of the hearing or on an adjacent street or highway right-of-way.

SEC D-I-11.5. VOTING

(a) The concurring vote of four-fifths of the board shall be necessary to grant a variance. A majority of the members shall be required to decide any other quasi-judicial matter or to determine an appeal made in the nature of certiorari. For all other matters, a majority of the members shall be required. For the purposes of this Section, vacant positions on the board and members who are disqualified from voting on a quasi-judicial matter shall not be considered members of the board for calculation of the requisite majority if there are no qualified alternates available to take the place of such members. Abstentions by a member not otherwise excused from voting shall be counted as a vote in favor of any motion or action.

(b) A member of the Board shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible violations of due process include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter. If an objection is raised to a member's participation and that member does not recuse himself or herself, the remaining members shall by majority vote rule on the objection.

(c) The Board may reverse or affirm, wholly or in part, or may modify the order, requirement, decision, or determination appealed from, and shall make any order, requirement, decision, or determination that in its opinion ought to be made.

SEC D-I-11.6. QUASI-JUDICIAL DECISIONS AND JUDICIAL REVIEW

(a) The Board shall determine contested facts and make its decision within a reasonable time. Every quasi-judicial decision shall be based upon competent, material, and substantial evidence in the record. Each quasi-judicial decision shall be reduced to writing and reflect the board's determination of contested facts and their application to the applicable standards. The written decision shall be signed by the chair or other duly authorized member of the board. A quasi-judicial decision is effective upon filing the written decision with the clerk to the board or such other office or official as the ordinance specifies. The decision of the board shall be delivered by personal delivery, electronic mail, or by first-class mail to the applicant, property owner, and to any person who has submitted a written request for a copy, prior to the date the decision becomes effective. The person required to provide notice shall certify that proper notice has been made.

(b) Every quasi-judicial decision shall be subject to review by the Craven County Superior Court by proceedings in the nature of certiorari pursuant to G.S. §160A-393. A petition for review shall be filed with the Clerk of Craven County Superior Court by the later of 30 days

after the decision is effective or after a written copy thereof is given in accordance with Section 8.6(a). When first-class mail is used to deliver notice, three days shall be added to the time to file the petition.

SEC D-I-11.7. APPEALS

The Board shall hear and decide appeals from decisions of administrative officials charged with enforcement of this Ordinance, pursuant to all of the following:

(a) Any person who has standing under G.S. §160A-393(d) or the County may appeal a decision to the Board. An appeal is taken by filing a notice of appeal with the County Clerk and payment of any applicable fees adopted by the County. The notice of appeal shall state the grounds for the appeal.

(b) The official who made the decision shall give written notice to the owner of the property that is the subject of the decision and to the party who sought the decision, if different from the owner. The written notice shall be delivered by personal delivery, electronic mail, or by first-class mail.

(c) The owner or other party shall have 30 days from receipt of the written notice within which to file an appeal. Any other person with standing to appeal shall have 30 days from receipt from any source of actual or constructive notice of the decision within which to file an appeal.

(d) It shall be conclusively presumed that all persons with standing to appeal have constructive notice of the decision from the date a sign containing the words "Zoning Decision" in letters at least six inches high and identifying the means to contact an official for information about the decision is prominently posted on the property that is the subject of the decision, provided the sign remains on the property for at least 10 days. Posting of signs is not the only form of constructive notice. Any such posting shall be the responsibility of the landowner or applicant. Verification of the posting shall be provided to the official who made the decision. Absent an ordinance provision to the contrary, posting of signs shall not be required.

(e) The official who made the decision shall transmit to the Board all documents and exhibits constituting the record upon which the action appealed from is taken. The official shall also provide a copy of the record to the appellant and to the owner of the property that is the subject of the appeal if the appellant is not the owner.

(f) An appeal of a notice of violation or other enforcement order stays enforcement of the action appealed from unless the official who made the decision certifies to the Board after notice of appeal has been filed that because of the facts stated in an affidavit, a stay would cause imminent peril to life or property or because the violation is transitory in nature, a stay would seriously interfere with enforcement of this Ordinance. In that case, enforcement proceedings shall not be stayed except by a restraining order, which may be granted by a court. If enforcement proceedings are not stayed, the appellant may file with the official a request for an

expedited hearing of the appeal, and the board of adjustment shall meet to hear the appeal within 15 days after such a request is filed. Notwithstanding the foregoing, appeals of decisions granting a permit or otherwise affirming that a proposed use of property is consistent with the ordinance shall not stay the further review of an application for permits or permissions to use such property; in these situations the appellant may request and the board may grant a stay of a final decision of permit applications or building permits affected by the issue being appealed.

(g) Subject to the provisions of subdivision (f) of this section, the Board shall hear and decide the appeal within a reasonable time.

(h) The official who made the decision shall be present at the hearing as a witness. The appellant shall not be limited at the hearing to matters stated in the notice of appeal. If any party or the County would be unduly prejudiced by the presentation of matters not presented in the notice of appeal, the Board shall continue the hearing. The Board may reverse or affirm, wholly or partly, or may modify the decision appealed from and shall make any order, requirement, decision, or determination that ought to be made. The board shall have all the powers of the official who made the decision.

(i) When hearing an appeal in the nature of certiorari, the hearing shall be based on the record below and the scope of review shall be as provided in G.S. §160A-393(k).

(j) The parties to an appeal that has been made under this Ordinance may agree to mediation or other forms of alternative dispute resolution.

SEC. D-I-11.8. ADDITIONAL REMEDIES.

In addition to any other penalties and remedies allowed under the County's Code of Ordinances, if a building or structure is erected, constructed, reconstructed, altered, repaired, converted, or maintained, or any building, structure or land is used in violation of this Ordinance, the County, in addition to other remedies, may institute any appropriate action or proceedings to prevent the unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use, to restrain, correct or abate the violation, to prevent occupancy of the building, structure or land, or to prevent any illegal act, conduct, business or use in or about the premises

2. *That this Ordinance is effective upon adoption.*

Adopted and effective this ____ day of _____, 2015.

CRAVEN COUNTY

(County Seal)

Steve Tyson, Chairman

Attest:

Gwendolyn Bryan, Clerk

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CRAVEN COUNTY

An Ordinance to Amend the Code of Ordinances

WHEREAS, the requested amendments to the Code of Ordinances will: (i) clarify the composition, powers, and duties of the Board of Adjustment; (ii) clarify the rights of all parties who have standing under the Code of Ordinances related to zoning; (iii) clarify the process for notices, hearings and appeals under the Code of Ordinances related to zoning; and, (iv) bring the Code of Ordinances into compliance with recent statutory changes enacted by the North Carolina General Assembly; and,

WHEREAS, the proposed amendments are consistent with the County's Land Use Plan's goals and objectives, and with the County's overall land use regulations and ordinances; and,

WHEREAS, the proposed amendments will further the purposes of the Code of Ordinances as to zoning, and other ordinances and actions designed to implement the County's Land Use Plan; and,

WHEREAS, the Planning Staff recommends approval of the proposed amendments; and,

WHEREAS, on February 26, 2015, the County's Planning Board voted 5 to 0 to recommend that the Board of Commissioners approve the proposed Text Amendment set forth herein; and,

WHEREAS, the Board of Commissioners held a duly-noticed public hearing on April 6, 2015 to consider amending the Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS as follows:

SECTION I

The proposed text amendments are found to be consistent with the County's Land Use Plan, and other land use regulations, ordinances and policies; and otherwise promotes the public

health, safety and general welfare. Therefore, the County's Code of Ordinances is hereby amended as set forth herein.

SECTION II

1. *That Appendix F ("Coastal Carolina Regional Airport Zoning and Height Control Ordinance"), Sec. F-8.0 ("Board of Adjustment") of the Code of Ordinances be deleted, and replaced in its entirety as follows:*

SEC. F-8.0. BOARD OF ADJUSTMENT

8.1 CREATION; COMPOSITION

A Board of Adjustment ("Board") is hereby established pursuant to N.C. Gen. Stat. §153A-345.1, to be appointed by the Craven County Board of Commissioners. Insofar as possible, members of the Board shall be appointed as follows: at least one resident of the area which is zoned shall be appointed to the Board; however, the Board shall consist of five members. Insofar as possible, initial appointment to the Board shall be as follows: one-third for a term of three years; one-third for a term of two years; and one-third for a term of one year. Two alternate members may be appointed for a term of three years to serve in the absence or temporary disqualification of any regular members or to fill a vacant seat pending appointment of a member. The successor to the regular and the alternate members shall be appointed for three-year terms. Vacancies shall be filled for the unexpired term only. All members shall have equal rights, privileges and duties with regard to all matters.

8.2 MEETINGS; OFFICERS

The Board shall elect one (1) of its members as Chair, one (1) of its members as a Vice-Chair, and shall appoint a Secretary and other subordinates as it deems in its best interest. The Board shall adopt any rules of procedure under which it will operate. Meetings of the Board shall be held at the call of the Chair, or in his absence the Vice-Chair, or at least two (2) members of the Board. All meetings of the Board shall be open to the public. The Board shall keep full and accurate minutes of its proceedings.

8.3 POWERS AND DUTIES

The Board shall have the following powers and duties:

(a) **Administrative Review.** To hear and decide appeals from and review any order, requirement, decision, or determination made by an administrative official charged with enforcement of this Ordinance.

(b) **Interpretation.** To interpret the terms of this Ordinance and zoning maps and to pass upon disputed questions of lot lines or district boundary lines and similar questions as they arise in the administration of this Ordinance.

(c) **Conditional Use and Special Use Permits.** To hear and decide special and conditional use permits in accordance with standards and procedures specified in this Ordinance. Reasonable and appropriate conditions may be imposed upon these permits.

(d) **Subpoena.** To subpoena witnesses and compel the production of evidence, through the chair, or in the chair's absence anyone acting as the chair, may subpoena witnesses and compel the production of evidence. To request issuance of a subpoena, persons with standing under G.S. §160A-393(d) may make a written request to the chair explaining why it is necessary for certain witnesses or evidence to be compelled. The chair shall issue requested subpoenas he or she determines to be relevant, reasonable in nature and scope, and not oppressive. The chair shall rule on any motion to quash or modify a subpoena. Decisions regarding subpoenas made by the chair may be appealed to the full Board. If a person fails or refuses to obey a subpoena issued pursuant to this subsection, the Board or the party seeking the subpoena may apply to the General Court of Justice for an order requiring that its subpoena be obeyed, and the court shall have jurisdiction to issue these orders after notice to all proper parties

(e) **Oath.** The chair of the Board, or any member acting as chair, and the clerk to the Board are authorized to administer oaths to witnesses in any matter coming before the board. Any person who, while under oath during a proceeding before the Board, willfully swears falsely is guilty of a Class 1 misdemeanor.

(f) **Variance – In General.** When unnecessary hardships would result from carrying out the strict letter of this ordinance, the Board may vary any of the provisions of this ordinance upon a showing of all of the following:

- (1) Unnecessary hardship would result from the strict application of this ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.
- (2) The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.
- (3) The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.

- (4) The requested variance is consistent with the spirit, purpose, and intent of this ordinance, such that public safety is secured, and substantial justice is achieved.

Provided, however, no change in permitted uses may be authorized by variance. Appropriate conditions may be imposed on any variance, provided that the conditions are reasonably related to the variance.

(g) Variance – Federal Fair Housing Act. Notwithstanding the provisions of subparagraph (f) above, the Board may provide for a variance under the Federal Fair Housing Act upon the following:

1. Application Requirements; Determination of Completeness.

- (a) Persons Authorized to File Applications. An application for a reasonable accommodation may be filed only by the owner of the land affected by the reasonable accommodation; an agent, lessee, or contract purchaser specifically authorized by the owner to file such application; or any unit of government that is not the owner of the lot but proposes to acquire the lot by purchase, gift, or condemnation.
- (b) Pre-Application Conference. Before filing an application for a reasonable accommodation, the applicant may request a pre-application conference with the Zoning Administrator.
- (c) Application Filing. An application for a reasonable accommodation shall be filed with the Zoning Administrator. No filing fee is required for such application. Once the application is complete, the Zoning Administrator shall schedule the application for consideration at a hearing before the Board, and shall transmit to the Board all applications and other records pertaining to such reasonable accommodation prior to the hearing on the application.

2. Approval Criteria.

The Board shall grant a reasonable accommodation to any provision of this ordinance if it finds by a greater weight of the evidence that the proposed reasonable accommodation is determined to be both reasonable and necessary, in accordance with the following:

- (a) **“Reasonable”** An accommodation will be determined to be reasonable if it would not undermine the legitimate purposes and effects of existing planning regulations, and if it will not impose significant financial and administrative burdens upon the County and/or constitute a substantial or fundamental alteration of this ordinance’s provisions; and

- (b) **“Necessary”** An accommodation will be determined to be necessary if it would provide direct or meaningful therapeutic amelioration of the effects of the particular disability or handicap, and would afford an equal opportunity to enjoy and use housing in residential areas in the County.

3. Effect of Approval or Denial.

- (a) After the Board approves a reasonable accommodation, the applicant shall follow the normal procedures set forth in this ordinance, and any other applicable ordinance, for approval of any permits, certificates, and other approvals required in order to proceed with development or use of the property. All orders, decisions, determinations, and interpretations made by administrative officers under those procedures shall be consistent with the reasonable accommodation granted by the Board.
- (b) The Board shall refuse to hear a reasonable accommodation request that has been previously denied, unless it finds that there have been substantial changes in the conditions or circumstances relating to the matter.

4. Lapse

Failure of an applicant to apply for a building permit or any other required development permit, and commence uninterrupted construction or action with regard to a variance granted hereunder within one (1) year of receiving approval of the reasonable accommodation shall automatically render the variance null and void.

(h) Decision. As used in this Ordinance, the term "decision" includes any final and binding order, requirement, or determination. The Board shall follow quasi-judicial procedures when deciding appeals and requests for variances and special and conditional use permits. The Board shall hear and decide all matters upon which it is required to pass under any statute or this Ordinance.

8.4 NOTICE OF HEARING

Notice of hearings conducted pursuant to this Ordinance shall be mailed to the person or entity whose appeal, application, or request is the subject of the hearing; to the owner of the property that is the subject of the hearing if the owner did not initiate the hearing; to the owners of all parcels of land abutting the parcel of land that is the subject of the hearing; and to any other persons entitled to receive notice as provided by the zoning or unified development ordinance. In the absence of evidence to the contrary, the County may rely on the county tax listing to determine owners of property entitled to mailed notice. The notice must be deposited in the mail at least 10 days, but not more than 25 days, prior to the date of the hearing. Within that same

time period, the County shall also prominently post a notice of the hearing on the site that is the subject of the hearing or on an adjacent street or highway right-of-way.

8.5 VOTING

(a) The concurring vote of four-fifths of the board shall be necessary to grant a variance. A majority of the members shall be required to decide any other quasi-judicial matter or to determine an appeal made in the nature of certiorari. For all other matters, a majority of the members shall be required. For the purposes of this Section, vacant positions on the board and members who are disqualified from voting on a quasi-judicial matter shall not be considered members of the board for calculation of the requisite majority if there are no qualified alternates available to take the place of such members. Abstentions by a member not otherwise excused from voting shall be counted as a vote in favor of any motion or action.

(b) A member of the Board shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible violations of due process include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter. If an objection is raised to a member's participation and that member does not recuse himself or herself, the remaining members shall by majority vote rule on the objection.

(c) The Board may reverse or affirm, wholly or in part, or may modify the order, requirement, decision, or determination appealed from, and shall make any order, requirement, decision, or determination that in its opinion ought to be made.

8.6 QUASI-JUDICIAL DECISIONS AND JUDICIAL REVIEW

(a) The Board shall determine contested facts and make its decision within a reasonable time. Every quasi-judicial decision shall be based upon competent, material, and substantial evidence in the record. Each quasi-judicial decision shall be reduced to writing and reflect the board's determination of contested facts and their application to the applicable standards. The written decision shall be signed by the chair or other duly authorized member of the board. A quasi-judicial decision is effective upon filing the written decision with the clerk to the board or such other office or official as the ordinance specifies. The decision of the board shall be delivered by personal delivery, electronic mail, or by first-class mail to the applicant, property owner, and to any person who has submitted a written request for a copy, prior to the date the decision becomes effective. The person required to provide notice shall certify that proper notice has been made.

(b) Every quasi-judicial decision shall be subject to review by the Craven County Superior Court by proceedings in the nature of certiorari pursuant to G.S. §160A-393. A petition for review shall be filed with the Clerk of Craven County Superior Court by the later of 30 days

after the decision is effective or after a written copy thereof is given in accordance with Section 8.6(a). When first-class mail is used to deliver notice, three days shall be added to the time to file the petition.

8.7 APPEALS

The Board shall hear and decide appeals from decisions of administrative officials charged with enforcement of this Ordinance, pursuant to all of the following:

(a) Any person who has standing under G.S. §160A-393(d) or the County may appeal a decision to the Board. An appeal is taken by filing a notice of appeal with the County Clerk and payment of any applicable fees adopted by the County. The notice of appeal shall state the grounds for the appeal.

(b) The official who made the decision shall give written notice to the owner of the property that is the subject of the decision and to the party who sought the decision, if different from the owner. The written notice shall be delivered by personal delivery, electronic mail, or by first-class mail.

(c) The owner or other party shall have 30 days from receipt of the written notice within which to file an appeal. Any other person with standing to appeal shall have 30 days from receipt from any source of actual or constructive notice of the decision within which to file an appeal.

(d) It shall be conclusively presumed that all persons with standing to appeal have constructive notice of the decision from the date a sign containing the words "Zoning Decision" in letters at least six inches high and identifying the means to contact an official for information about the decision is prominently posted on the property that is the subject of the decision, provided the sign remains on the property for at least 10 days. Posting of signs is not the only form of constructive notice. Any such posting shall be the responsibility of the landowner or applicant. Verification of the posting shall be provided to the official who made the decision. Absent an ordinance provision to the contrary, posting of signs shall not be required.

(e) The official who made the decision shall transmit to the Board all documents and exhibits constituting the record upon which the action appealed from is taken. The official shall also provide a copy of the record to the appellant and to the owner of the property that is the subject of the appeal if the appellant is not the owner.

(f) An appeal of a notice of violation or other enforcement order stays enforcement of the action appealed from unless the official who made the decision certifies to the Board after notice of appeal has been filed that because of the facts stated in an affidavit, a stay would cause imminent peril to life or property or because the violation is transitory in nature, a stay would seriously interfere with enforcement of this Ordinance. In that case, enforcement proceedings shall not be stayed except by a restraining order, which may be granted by a court. If enforcement proceedings are not stayed, the appellant may file with the official a request for an

expedited hearing of the appeal, and the board of adjustment shall meet to hear the appeal within 15 days after such a request is filed. Notwithstanding the foregoing, appeals of decisions granting a permit or otherwise affirming that a proposed use of property is consistent with the ordinance shall not stay the further review of an application for permits or permissions to use such property; in these situations the appellant may request and the board may grant a stay of a final decision of permit applications or building permits affected by the issue being appealed.

(g) Subject to the provisions of subdivision (f) of this section, the Board shall hear and decide the appeal within a reasonable time.

(h) The official who made the decision shall be present at the hearing as a witness. The appellant shall not be limited at the hearing to matters stated in the notice of appeal. If any party or the County would be unduly prejudiced by the presentation of matters not presented in the notice of appeal, the Board shall continue the hearing. The Board may reverse or affirm, wholly or partly, or may modify the decision appealed from and shall make any order, requirement, decision, or determination that ought to be made. The board shall have all the powers of the official who made the decision.

(i) When hearing an appeal in the nature of certiorari, the hearing shall be based on the record below and the scope of review shall be as provided in G.S. §160A-393(k).

(j) The parties to an appeal that has been made under this Ordinance may agree to mediation or other forms of alternative dispute resolution.

8.8 ADDITIONAL REMEDIES.

In addition to any other penalties and remedies allowed under the County's Code of Ordinances, if a building or structure is erected, constructed, reconstructed, altered, repaired, converted, or maintained, or any building, structure or land is used in violation of this Ordinance, the County, in addition to other remedies, may institute any appropriate action or proceedings to prevent the unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use, to restrain, correct or abate the violation, to prevent occupancy of the building, structure or land, or to prevent any illegal act, conduct, business or use in or about the premises

2. *That this Ordinance is effective upon adoption.*

Adopted and effective this ____ day of _____, 2015.

CRAVEN COUNTY

(County Seal)

Steve Tyson, Chairman

Attest:

Gwendolyn Bryan, Clerk

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AN ORDINANCE TO AMEND

CHAPTER 30 (“SIGNS”)

OF THE

CRAVEN COUNTY
CODE OF ORDINANCES

WHEREAS, the proposed amendments to the Code of Ordinances will: (i) clarify the definition of “signs” for purposes of administering and enforcing Chapter 30 of the Code of Ordinances; (ii) make penalties and remedies for violations of Chapter 30 consistent with the penalties for other Chapters of the Code of Ordinances; and (iii) clarify an aggrieved person’s rights of review, variance and appeal under Chapter 30 of the Code of Ordinances; and,

WHEREAS, the proposed amendments are consistent with the County’s Land Use Plan’s goals and objectives, and with the County’s overall land use regulations and ordinances; and,

WHEREAS, the proposed amendments will further the purposes of the Code of Ordinances as to certain land use regulations, namely signs, and other ordinances and actions designed to implement the County’s Land Use Plan; and,

WHEREAS, the Planning Staff recommends approval of the proposed amendments; and,

WHEREAS, on February 26, 2015, the County’s Planning Board voted 5 to 0 to recommend that the Board of Commissioners approve the proposed Text Amendment set forth herein; and,

WHEREAS, the Board of Commissioners held a duly-noticed public hearing on April 6, 2015 to consider amending the Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS as follows:

SECTION I

The proposed text amendments are found to be consistent with the County’s Land Use Plan, and other land use regulations, ordinances and policies; and otherwise promotes the public

health, safety and general welfare. Therefore, the County's Code of Ordinances is hereby amended as set forth herein.

SECTION II

1. That Chapter 30 ("Signs"), Article II ("Off-Premises Signs"), Section 30-21 ("Definitions") be amended, by deleting the current definition of "Sign" and replacing in its entirety as follows:

Sign means any: (i) surface, fabric, structure or device bearing lettered, pictorial or sculptured matter (including symbols, emblems, flags and banners) designed to convey information visually and exposed to public view, or (ii) any structure (including billboard or poster panel) designed to carry the above visual information and which is exposed to public view; and either of which directs attention to any realty, product, service, place, activity, person, institution, performance, commodity, firm, business or solicitation.

2. That Chapter 30 ("Signs"), Article II ("Off-Premises Signs"), Section 30-26 ("Penalties and remedies") be deleted, and replaced in its entirety as follows:

Sec. 30-26 Penalties and remedies.

(a) ***In General.*** Violation of any provision of this Article shall be punishable as set forth in Sections 1-11 and 1-12 of the Craven County Code of Ordinances, and as may be otherwise allowed by this Code or state law.

(b) ***Removal of Sign.*** In addition to any remedy contained in Section 30-26(a), and except where it may cause a breach of peace, the county may physically remove the sign or have the sign removed from the property where a sign is in violation to ensure compliance with these provisions; provided, however that the owners must have had notice sent pursuant to Section 30-25(a), and further provided that the owners have been requested by certified mail to remove the sign which is in violation of this Article.

3. That Chapter 30 ("Signs"), Article II ("Off-Premises Signs"), Section 30-27 ("Appeals") be deleted, and replaced in its entirety as follows:

Sec. 30-27. Administrative Review; Variances; Appeals

The Board of Adjustment shall have the authority to conduct administrative reviews and appeals, and to grant variances. To the extent applicable for these purposes, the provisions of Sections 8-3 through 8-7 of Appendix F (“Coastal Carolina Regional Airport Zoning and Height Control Ordinance”), Sec. F-8.0 (“Board of Adjustment”) of the Code of Ordinances shall control.

4. *This Ordinance is adopted and effective this ____ day of _____, 2015.*

CRAVEN COUNTY

(County Seal)

By

STEVE TYSON, Chairman
Craven County Board of Commissioners

ATTEST:

GWENDOLYN M. BRYAN
Clerk to the Board

Amendments to Chapter 30 (Signs)

Redline Summary of Changes

1. That Chapter 30 (“Signs”), Article II (“Off-Premises Signs”), Section 30-21 (“Definitions”) be amended, by deleting the current definition of “Sign” and replacing in its entirety as follows:

Sec. 30-21. – Definitions

...

Sign means any: (i) surface, fabric, structure or device bearing lettered, pictorial or sculptured matter – letters, pictorial representation, – (including symbols, emblems, flags, and banners) designed to convey information visually and exposed to public view, or (ii) any structure (including billboard or poster panel) designed to carry the above visual information and which is exposed to public view; and either of which directs attention to any realty, product, service, place, activity, person, institution, performance, commodity, firm, business or solicitation, illuminated or animated device, displayed in any manner whatsoever, which directs attention of persons to such device, and which is located within the view of the general public from a public way. Customary graphics found on soft drink and newspaper dispensaries and similar machines shall not be considered signs.

...

2. That Chapter 30 (“Signs”), Article II (“Off-Premises Signs”), Section 30-26 (“Penalties and remedies”) be deleted, and replaced in its entirety as follows:

Sec 30-26. – Penalties and Remedies

(a) In General. Violation of any provision of this Article shall be punishable as set forth in Sections 1-11 and 1-12 of the Craven County Code of Ordinances, and as may be otherwise allowed by this Code or State law.

(a) Criminal penalty. Any person placing or erecting any sign in violation of this article shall be guilty of a misdemeanor, punishable as provided by G.S. 153A-123(b) and 14-4, with each day considered a separate violation.

(b) Civil penalty. In addition, as provided in G.S. 153A-123(c), violation of this article shall also subject the offender to a civil penalty of \$50.00 for each offense. After due notice, per subsection (a) of this section, the planning director shall issue a citation to the owner of the sign or to the owner of record of the property where the sign is located, with each day considered a separate violation.

(be) Removal of sign. In addition to any remedy contained in Section 30-26(a), and Except where it may cause a breach of peace, the county may physically remove the sign or have the sign removed from the property where a sign is in violation to ensure compliance with these provisions; provided, however that the owners must have had notice sent pursuant to Section

~~30-25(a)subsection (a) of this section~~, and further provided that the owners have been requested by certified mail to remove the sign which is in violation of this Aarticle.

~~(d) — Other remedies. The county may seek injunctive relief and all other appropriate remedies to ensure compliance with this article.~~

3. That Chapter 30 (“Signs”), Article II (“Off-Premises Signs”), Section 30-27 (“Appeals”) be deleted, and replaced in its entirety as follows:

Sec. 30-27. – Administrative Review; Variances; Appeals.

~~Interpretations and decisions of the planning director regarding this article may be appealed in writing to the county board of adjustment, provided such appeal is initiated within ten days of denial of a sign permit or receipt of a violation notice.~~

~~(1) Review by board of adjustment.~~

~~a. In accordance with the procedures stated in the bylaws for the board of adjustment, said board shall have the power to hear and act upon applications for a variance which meet the following requirements:~~

- ~~1. If the applicant complies strictly with the provisions of this article, the applicant can make no reasonable use of the sign allowed;~~
- ~~2. If the hardship of which the applicant complains is unique, or nearly so, and is suffered by the applicant rather than by owners of surrounding properties or the general public;~~
- ~~3. If the hardship relates to the applicant's land (such as the terrain of the site) rather than to personal circumstances;~~
- ~~4. If the variance will neither result in the extension of a nonconforming use nor authorize the initiation of a nonconforming use; and~~
- ~~5. If the variance is in harmony with the general purpose and intent of this article and preserves its spirit and if the variance secures the public safety and welfare and does substantial justice.~~

~~b. In granting a variance, the board of adjustment shall make written findings that all of the requirements listed in subsection (1)a of this section have been met. If a variance is granted, it shall be the least possible deviation from the requirements of this article. In granting any variance, the board of adjustment may prescribe appropriate conditions and safeguards in conformity with this article. Violations of the provisions of the variance granted, including any conditions or safeguards, which are a part of the grant of the variance, shall be deemed a violation of this article.~~

~~(2) Suspension of time limits. When an appeal is filed, any time limitations imposed by the planning director shall be suspended until the board of adjustment renders decision.~~

~~(3) Further appeals. Decisions of the county board of adjustment are subject to judicial review in the county superior court.~~

The Board of Adjustment shall have the authority to conduct administrative reviews and appeals, and to grant variances. To the extent applicable for these purposes, the provisions of Sections 8-3 through 8-7 of Appendix F (“Coastal Carolina Regional Airport Zoning and Height Control Ordinance”), Sec. F-8.0 (“Board of Adjustment”) of the Code of Ordinances shall control.

**CRAVEN COUNTY BOARD OF COMMISSIONERS
RULES OF PROCEDURE**

I. Applicability

Rule 1. Applicability of Rules. These rules apply to all meetings of the Board of Commissioners of Craven County at which the board is empowered to exercise any of the executive, quasi-judicial, administrative, or legislative powers conferred on it by law.

II. Open Meetings

Rule 2. Meetings to be Open. (a) It is the public policy of North Carolina and of Craven County that the hearings, deliberations, and actions of this board and its committees be conducted openly.

(b) Except as otherwise provided in these rules and in accordance with applicable law, each official meeting of the Craven County Board of Commissioners shall be open to the public and any person is entitled to attend such a meeting.

(c) For the purposes of the provisions of these rules concerning open meetings, an official meeting of the board is defined as any gathering together at any time or place or the simultaneous communication by conference telephone or other electronic means of a majority of board members for the purpose of conducting hearings, participating in deliberations, or voting upon or otherwise transacting public business within the jurisdiction, real or apparent, of the board.

Rule 3. Closed Sessions. (a) Notwithstanding the provisions of Rule 2, the board may hold a closed session and exclude the public under the provisions of N.C.G.S. §143-318.11(a), which as of the effective date of these Bylaws include the following:

1. To prevent the disclosure of information that is privileged or confidential pursuant to the law of this state or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes.
2. To prevent the premature disclosure of an honorary degree, scholarship, prize, or similar award.
3. To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give

instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.

4. To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.
5. To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.
6. To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.
7. To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
8. To formulate plans by a local board of education relating to emergency response to incidents of school violence.
9. To discuss and take action regarding plans to protect public safety as it

relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity.

(b) The board may go into closed session only upon motion made and adopted at an open meeting.

A motion to go into closed session must cite one or more of the permissible purposes listed in subsection (a) of this rule. In addition, a motion to go into closed session pursuant to Rule 3(a)(1) must state the name or citation of the law that renders the information to be discussed privileged or confidential, a motion to go into closed session pursuant to Rule 3(a)(2) must identify the parties in each existing lawsuit, if any, concerning which the board expects to receive advice during the closed session, and a motion to go into closed session pursuant to Rule 3(a)(5) must identify the property, owner and intended purpose for acquisition.

(c) Unless the motion to go into closed session provides otherwise, the county manager, county attorney, clerk to the board and appropriate staff may attend the closed session. No other person may attend the closed session unless specifically invited by majority vote of the board.

III. Organization of the Board

Rule 4. Organizational Meeting. (a) The board shall hold an organizational meeting at its regular meeting place at 7:00 p.m. on the first Monday in December, 1998, and quadrennially thereafter. At such meeting, the proceedings of which shall be called to order by the Chairman, will consider and approve the minutes from the Board's previous meeting and consider any unfinished business it desires to complete. It shall then adjourn *sine die*. Immediately following, the Clerk to the Board of Commissioners, or any other person legally eligible under the General Statutes of North Carolina, shall subscribe the oath of office to board members-elect who are present and who have not previously taken the oath of office. After all members of the Board present have been duly sworn into office, the board member present having secured the largest number of votes during the previous general election shall serve as chairman of the board to convene the organizational meeting and immediately turn such meeting over to the county attorney who shall preside as chair until a chair is elected. As the second order, the board shall elect a chair and vice-chair from among its members. As the third order, the board shall approve the bonds of the sheriff and the register of deeds. As the fourth and fifth orders of business, the board may appoint a clerk and an attorney.

(b) At the first regular meeting in December of each other year, the first order of business shall be approval of the minutes of the previous meeting. The second order of business shall be election of the chair and vice-chair for the ensuing year. The third and fourth orders of business may be appointment of the clerk and county attorney.

Rule 5. Election of the Chair. The chair of the board shall be elected annually for a term of one year and shall not be removed from the office of chair unless he or she becomes disqualified to

serve as a member of the board.

IV. Regular and Special Meetings

Rule 6. Regular and Special Meetings. (a) Regular Meetings. The board shall hold a regular meeting on the first and third Monday of each month. If a regular meeting day is a holiday on which county offices are closed, the meeting shall be held on the next business day or such succeeding day as may be specified in the motion adjourning the immediately preceding regular meeting. Regular meetings shall be held at the Craven County Commissioners Meeting Room at the Craven County Administration Building, New Bern, North Carolina. The meeting held on the first Monday shall convene at 7:00 p.m. The meeting held on the third Monday shall convene at 8:30 a.m. The board may change the place or time of a particular regular meeting or all regular meetings within a specified time period by resolution adopted, posted, and noticed no less than seven days before the change takes effect. Such a resolution shall be filed with the clerk to the board and posted at or near the regular meeting place, and copies shall be sent to all persons who have requested notice of special meetings of the board.

(b) Special Meetings. The chair or a majority of the members of the board may at any time call a special meeting of the board by signing a notice stating the time and place of the meeting and the subjects to be considered. The person or persons who call the meeting shall cause the notice to be posted on the bulletin board of the Craven County Administration Building and delivered to the chair and all other board members or left at the usual dwelling place of each member at least 48 hours before the meeting. In addition, the notice shall be mailed or delivered to individual persons and news media organizations who have requested such notice as provided in subsection (d), below. Only those items of business specified in the notice may be transacted at a special meeting, unless all members are present or those who are not present have signed a written waiver.

(c) Emergency Meetings. If a special meeting is called to deal with an unexpected circumstance that requires immediate consideration by the board, the notice requirements of this rule do not apply. However, the person or persons who call an emergency meeting shall take reasonable action to inform the other members and the public of the meeting. Local news organizations who have requested notice of special meetings as provided in subsection (d), below, shall be notified of such emergency meetings by the same method used to notify board members. Only business connected with the emergency may be discussed at the meeting.

(d) Sunshine List. Any individual person and any newspaper, wire service, radio station, and television station may file with the clerk to the board of commissioners a written request for notice of all special meetings of the board.

(e) Work Sessions and Committee Meetings. The board may schedule work sessions, committee meetings, or other informal meetings of the board or a majority of the members of the board at such times and with respect to such subject matter as may be established by resolution or order of the board. A schedule of any such meetings that are held on a regular basis shall be filed in the same

place and manner as the schedule of regular meetings. Work sessions and other informal official meetings not held on a regular schedule are subject to the same notice requirements as special board meetings. Action may be taken at work sessions in accordance with the North Carolina General Statutes.

(f) Attendance via Simultaneous and/or Electronic Communication. In order to participate in a meeting via simultaneous and/or electronic communication, the following criteria must be met:

1. The official meeting was properly noticed under G.S. §143-318.12 and under any other requirement for notice applicable to the public body.
2. The member or members participating from a remote location by simultaneous communication can fully participate in the deliberations.
3. The member or members of the board participating from a remote location by simultaneous communication can be heard by the other members of the board and any other individual in attendance at the official meeting.
4. The vote of the member or members of the public body participating from a remote location by simultaneous communication is not by electronic mail or facsimile.
5. If the chair of the board is participating from a remote location by simultaneous communication, the vice chair or some other member of the board who is physically present shall preside at the official meeting. The chair or presiding officer of the board participating from a remote location by simultaneous communication shall retain the same voting rights he or she has when presiding.
6. The official meeting, or part of an official meeting with a member or members of the board participating from a remote location by simultaneous communication is not allowed in any of the following:
 - a. A quasi-judicial proceeding.
7. No written ballots may be taken at the official meeting with a member or members of the board participating from a remote location by simultaneous communication.
8. If the official meeting involves a member of the board participating from a remote location by simultaneous communication by which the member or members cannot be physically seen by the public body, that member must comply with all of the following:
 - a. The participation of the member or members must be announced when the meeting is commenced or at the beginning of participation.
 - b. The member identifies himself or herself prior to participating in the deliberations during the official meeting.
 - c. The member identifies himself or herself prior to voting.
9. The member or members participating from a remote location by simultaneous communication shall have been provided with any documents to be considered during the official meeting.

Rule 7. (a) All Meetings within the County. All meetings shall be held within the boundaries of Craven County except as otherwise provided herein.

1. A joint meeting with the governing board of any other political subdivision of this state or any other state may be held within the boundaries of either subdivision as may be stated in the call of the meetings. At any such joint meeting, this board reserves the right to vote separately on all matters coming before the joint meeting.

2. A special meeting called for the purpose of considering and acting upon any order or resolution requesting members of the General Assembly representing all or any portion of this county to support or oppose any bill pending in the General Assembly or proposed for introduction therein may be held in Raleigh or such other place as may be stated in the call of the meeting.

(b) Retreats and Meetings with the Legislative Delegation representing the county in the General Assembly. State law forbids the board to take any official action at any such meetings. Such meetings are covered by the Open Meetings Law if a majority of the board is present and "deliberates" on public business.

Rule 8. Broadcasting and Recording Meetings. (a) Except as provided in this rule, any radio or television station is entitled to broadcast all or any part of an official meeting of the board that is required to be open to the public. Any person may photograph, film, tape-record or otherwise reproduce any part of a meeting required to be open.

(b) Any radio or television station wishing to broadcast any portion of an official meeting of the board should notify the county manager no later than twenty-four hours before the meeting. If the number of requests or the quantity and size of the necessary equipment is such that the meeting cannot be accommodated in the designated meeting room and no suitable alternative site in the Commissioners Meeting Room of the Craven County Administration Building is available, the county manager may require the news media either to pool equipment and personnel.

V. Agenda

Rule 9. Agenda. (a) The county manager shall prepare the agenda for each regular, special, and emergency meeting. A request to have an item of business placed on the agenda for a regular meeting must be received by 12:00 noon on the Monday prior to the next scheduled meeting; but if a holiday, then the deadline shall be 5:00 p.m. on the preceding Friday. Any Board member may have an item placed on the agenda by the deadline of the preceding sentence.

(b) The agenda packet shall include the agenda document, any proposed ordinances or amendments to ordinances, and supporting documentation and background information relevant to items on the agenda. A copy of the agenda packet shall be delivered to each member of the board at least twenty-four hours before the meeting. Documents in the agenda packet, if not previously available for public inspection, shall become so when packets have been delivered to each board member or left at his or her usual dwelling.

(c) The board may allow for a consent agenda. Matters that may be placed on the consent agenda for approval include but are not limited to:

1. Minutes;
2. Resolutions and Proclamations;
3. Minor subdivision approvals;
4. Road additions to the State DOT System; and
5. Matters in the discretion of the Chairman or Manager.

All items on the consent agenda are considered routine by the Board, and may be enacted by one motion. Separate discussion will not be held on consent agenda matters. Provided, however, that any member may require that an item on the consent agenda be removed therefrom, and shall be considered separately. The Chairman shall have the authority to determine the appropriate place in the agenda to consider any matter so removed.

(c1) In no event may the following matters be placed on a consent agenda unless otherwise allowed under Subsection (c) above:

1. Budget amendments in excess of \$5,000.00;
2. Grant agreements;
3. Permits;
4. Franchises; or
5. Contracts.

(ed) The board may, by majority vote, add an item that is not on the agenda.

Rule 10. Public Comments. In compliance with N.C.G.S. §153A-52.1, the board establishes the following policy for monthly public comments at the first regular meeting of the board of commissioners each month. The clerk shall provide a sign-up sheet at the entry to the meeting room not later than thirty minutes prior to each meeting for persons who desire to address the board, and shall remain open for individuals to request to speak until the beginning of the meeting. The chair will recognize speakers in the order in which their names appear on the sign-up sheet. The purpose of the time for informal public comments is to allow for public input to the board on issues germane to Craven County. It is not intended to compel board members or staff to answer questions in an impromptu manner without adequate opportunity for preparation or consideration. Action on issues raised during the comment period, if any, will be at the sole discretion of the board.

Each speaker must address the board as a whole (and not any individual Commissioner or the audience) from the lectern and begin their remarks by giving their name, stating whether they are residents of Craven County, indicating the municipality within which they reside, if any, and stating the topic about which they intend to speak. Speakers are encouraged to limit their comments to matters of interest to the County and its citizens. Each speaker will have four (4) minutes to make remarks. A speaker may not yield any of his or her time to another speaker.

Speakers may not discuss matters which are the subject of public hearings, and they must be courteous in their language and presentation. Restatements or repetitive comments by the same speaker, whether at the same or separate meetings, may be ruled out of order and terminated by the chair. Personal attacks will not be tolerated. Speakers may leave written comments and/or supporting documents, if any, with the clerk to the board.

If at the beginning of the public comment period, the chair determines that the time required to hear all speakers on the sign-up sheet would unduly disrupt the conduct of County business or cause undue inconvenience to citizens in attendance for other items on the agenda, the chair may require the designation of spokesman, or the selection of delegates, for groups of persons supporting or opposing the same positions. The Chair may also move the period for public comment to some time later in the meeting, and further may modify the time of each speaker to not less than three (3) minutes nor more than four (4) minutes.

Notwithstanding the chair's prerogatives under this Rule 10, any decision of the chair may be appealed and overruled by a majority of the Board.

Rule 11. Order of Business. At regular meetings, the board shall proceed to business in the following order:

1. Approval of the agenda.
2. Approval of the minutes of the previous meeting (but only if not approved as part of any consent agenda).
3. Scheduled public hearings.
4. Public comments (first Monday meeting only).
5. Approval of any consent agenda.
56. Items which require the attendance of individuals outside of Board members and administrative personnel.
67. Administrative matters.

Without objection, the chair may call items in any order most convenient for the dispatch of business.

VI. Conduct of Debate

Rule 12. Powers of the Chair. The chair, or in his absence the vice-chair, shall preside at all meetings of the board. A member must be recognized by the chair in order to address the board. In the event that both the chair and vice-chair are absent, the members present may by motion elect one of its members to chair the meeting. The chair shall have the following powers:

1. To rule on points of procedure, including the right to rule out of order any motion patently offered for obstructive or dilatory purposes;

2. To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground;
3. To call a brief recess at any time;
4. To adjourn in an emergency; and
5. To make all appointments to all other boards, commissions and committees under those circumstances where the appointment must be a County Commissioner.

Rule 13. Presiding Officer When the Chair Is in Active Debate. If the chair wishes to become actively engaged in debate on a particular proposal, he or she shall designate another board member or county attorney to preside. The chair shall resume the duty to preside as soon as action on the matter is concluded.

Rule 14. Action by the Board. The board shall proceed by motion. Any member, including the chair, may make a motion.

Rule 15. Second Required. A motion shall require a second in order for it not to die on the floor and in order to initiate debate of said motion, except in the cases of nominations for appointments.

Rule 16. One Motion at a Time. A member may make only one motion at a time.

Rule 17. Substantive Motion. A substantive motion is out of order while another substantive motion is pending.

Rule 18. Adoption by Majority Vote. (a) A motion shall be adopted if approved by a majority of the votes cast, a quorum being present, unless an extraordinary majority is required by these rules or the laws of North Carolina.

(b) A roll call vote shall be required for the following actions:

1. Budget ordinance;
2. Budget amendments;
3. Tax releases and refunds;
4. Ordinances; and
5. Upon the request of the Chairman or at least two (2) other members any member of the Board.

Comment [JH1]: Does the Board desire to have a roll call vote for all ordinances?

Comment [JH2]: GS 153A-42 provides that any one member may call for a roll call vote.

Rule 19. Debate. The chair shall state the motion and then open the floor to debate, presiding over the debate according to these general principles:

1. The member making the motion or introducing the ordinance, resolution, or order is entitled to speak first.
2. A member who has not spoken on the issue shall be recognized before someone who has already spoken.
3. To the extent possible, the debate shall alternate between opponents and proponents of the measure.

Rule 20. Procedural Motions. (a) In addition to substantive proposals, the procedural motions listed in subsection (b) of this rule, and no others, shall be in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority vote for adoption.

(b) In order of priority (if applicable), the procedural motions are:

1. **To Adjourn.** The motion may be made only at the conclusion of action on a pending matter; it may not interrupt deliberation of a pending matter.
2. **To Take a Recess.**
3. **To Call to Follow the Agenda.** The motion must be made at the first reasonable opportunity or it is waived.
4. **To Suspend the Rules.** The motion requires a vote at least equal to two-thirds of the Commissioners present.
5. **To Divide a Complex Motion and Consider It by Paragraph.**
6. **To Defer Consideration (also, To Table).** A substantive motion whose consideration has been deferred expires one hundred days thereafter, unless a motion to revive consideration is adopted.
7. **To Call the Previous Question.** The motion is not in order until there has been at least fifteen minutes of debate and every member has had one opportunity to speak and a member who has not spoken has had a chance to speak.
8. **To Postpone to a Certain Time or Day.**
9. **To Refer to Committee.** Sixty days after a motion has been referred to a committee, the introducer may compel consideration of the measure by the entire board, regardless of whether the committee has reported the matter back to the board.

10. **To Amend.** An amendment to a motion must be germane to the subject of the motion, but it may not achieve the opposite effect of the motion. There may be an amendment to the motion and an amendment to an amendment, but no further amendments. Any amendment to a proposed ordinance shall be reduced to writing.
11. **To Revive Consideration.** The motion is in order at any time within one hundred days of a vote deferring consideration of it. A substantive motion on which consideration has been deferred expires one hundred days after the deferral, unless a motion to revive consideration is adopted.
12. **To Reconsider.** The motion must be made at the same meeting at which the original vote was taken, and by a member who voted with the prevailing side. The motion cannot interrupt deliberation on a pending matter but is in order at any time before adjournment.
13. **To Prevent Reconsideration for Six Months.** The motion shall be in order immediately following the defeat of a substantive motion and at no other time. The motion requires a vote equal to at least two-thirds of the Commissioners present, and is valid for six months or until the next regular election of county commissioners, whichever occurs first.

Rule 21. Renewal of a Motion. (Intentionally Omitted)

Rule 22. Withdrawal of Motion. A motion may be withdrawn by the introducer at any time before the chair puts the motion to a vote.

Rule 23. Duty to Vote. It is the duty of each member to vote unless excused by a majority vote according to law. The board may excuse members from voting on matters involving their own financial interest or official conduct. A member who wishes to be excused from voting shall so inform the chair, who shall take a vote of the remaining members. A member who believes another member should be excused from voting shall inform the chair, who shall take a vote of the remaining members. A member who fails to vote, not having been excused, shall be recorded as voting in the affirmative.

Rule 24. Prohibition of Secret Voting. No vote may be taken by secret ballot. If the board decides to vote by written ballot, each member shall sign his or her ballot and the minutes shall record the vote of each member. These ballots shall be retained and made available for public inspection until the minutes of that meeting have been approved, at which time they may be destroyed.

Rule 25. Action by Reference. The board shall not deliberate, vote, or otherwise act on any matter by reference to an agenda or document number unless copies of the agenda or documents being referenced are available for public inspection at the meeting and are so worded that people at the meeting can understand what is being discussed or acted on.

Rule 26. Introduction of Ordinances, Resolutions, and Orders. A proposed ordinance shall be deemed introduced at the first meeting at which it is on the agenda, regardless of whether it is actually considered by the board, and its introduction shall be recorded in the minutes.

Rule 27. Adoption, Amendment, or Repeal of Ordinances. To be adopted at the meeting where first introduced, an ordinance or any action with the effect of an ordinance, or any ordinance amending or repealing an existing ordinance (except the budget ordinance, a bond order, or another ordinance requiring a public hearing before adoption) must be approved by all members of the board of commissioners. If the proposed measure is approved by a majority of those voting but not by all the members of the board, or if the measure is not voted on at the meeting where introduced, it shall be considered at the next regular meeting of the board. If the proposal receives a majority of the votes cast at the next meeting or within one hundred days of being introduced, it is adopted.

Rule 28. Quorum. (a) A majority of the board membership shall constitute a quorum. The number required for a quorum is not affected by vacancies. If a member has withdrawn from a meeting without being excused by majority vote of the remaining members present, he or she shall be counted as present for the purposes of determining whether a quorum is present. The board may compel the attendance of an absent member by ordering the sheriff to take the member into custody.

(b) A member or members of the Board participating from a remote location by simultaneous communication shall be counted as present for quorum purposes, and all votes of members of the board made during an official meeting with simultaneous communication shall be counted as if the member were physically present in the place of the official meeting, provided all of criteria outlined in this Rule 28, and Rule 6(f) above, are met.

Rule 29. Public Hearings. Public hearings required by law or deemed advisable by the board shall be organized by a special order, adopted by a majority vote, setting forth the subject, date, place, and time of the hearing as well as any rules regarding the length of time allotted to each speaker and designating representatives to speak for large groups. At the appointed time, the chair shall call the hearing to order and preside over it. When the allotted time expires, the chair shall declare the hearing ended and the board shall resume the regular order of business.

Rule 30. Quorum at Public Hearings. A quorum of the board as provided in Rule 28 shall be required at all public hearings required by law.

Rule 31. Minutes. Minutes shall be kept of all board meetings.

Rule 32. Appointments.

A. Policy.

1. Appointments will be made according to the North Carolina General Statutes, when applicable.
2. The board shall at all times comply with the North Carolina Constitutional and statutory prohibitions on dual-office holding
3. No citizen may serve more than ten (10) consecutive years on any board, commission, committee or authority unless the individual has served for less than 10 years at the time the term expires then he/she shall be eligible for re-appointment of one additional term. An individual recommended by a municipal governing body for appointment to a board, commission, committee or authority which operates under the auspices of that municipality shall be exempt from the ten (10) consecutive years requirement. This policy may be waived, if the Board of County Commissioners determines that the removal of a number of individuals made ineligible by this ordinance would be detrimental to the functioning of that board, commission or committee.
4. If an appointee has unexcused absences which constitute more than 25% of the Board meetings in any calendar year which he or she is required to attend pursuant to his or her appointment, he or she may be asked to resign by the chairman of the board, commission or committee. Excused absences are defined as absences caused by events beyond one's control. If the individual refuses to resign when asked he or she may be dismissed by action of the Board of County Commissioners subject to state or local law. A calendar year is to be defined as a 12 month period beginning on the date of appointment.
5. No person may be appointed to any board, committee, commission or authority hereunder if they are currently delinquent in any ad valorem property taxes due to Craven County.
6. Appointees must uphold County Policies pertaining to the board, commission, or committee he or she serves.
7. Each County Commissioner will have available to him or her an Appointments Binder containing a list of all County appointments, with the following data provided:
 - Name of board, commission or committee;
 - Brief summary on the functions;
 - Statute or cause creating board, commission, or committee;
 - Number of members and terms of office;
 - Current members and terms of office, including addresses and telephone numbers and number of terms served; and
 - Regular meeting day, time, and location, if determined.

A copy of the Appointments Binder will be on file in the Offices of the County Manager and Clerk to the Board of Commissioners and shall be available for public inspection.

8. No member of the Craven County Board of Commissioners, their spouse, or immediate family member will receive any compensation for serving on any board or committee appointed by the Craven County Board of Commissioners. Provided, however, the preceding sentence shall not apply in those circumstances where such person was receiving compensation for such services if they were appointed prior to the relevant Commissioner being sworn in as a member of the Board. Reimbursement for necessary out of pocket expenses for meals and travel would be allowable if incurred in the discharge of their duties regarding said board or committee.

B. Procedure.

1. Notification of available appointments. (a) A list of available positions stating terms of office, requirement for office, and duties of positions shall be available for public inspection at the Office of the Clerk to the Board of County Commissioners.

(b) A list of available positions that will be considered by the Board of Commissioners during the year will be published in the newspapers of Craven County one time during the month of December.

2. Selection Process. (a) Individuals interested in applying for appointment, excluding individuals being considered for reappointment and for sitting members of the Board of Commissioners, shall submit a written application in the form approved by the county, to the Clerk of the Board of County Commissioners.

Comment [JH3]: This amendment is intended to clarify the past practice of the Board.

(b) The Board shall receive notification that vacancies exist on the various boards and commissions appointed by the commissioners. This notification along with applications of interested citizens shall be provided the Board at a regular meeting by the Clerk to the Board.

(c) Nominations for vacancies made be made at the same meeting at which the vacancy is considered; provided, however, that upon a motion and second, nominations may be delayed until a subsequent meeting upon a simple majority vote. Once the floor is opened for nominations, the members shall put forth nominations, no second required and debate such nominations where necessary. When the debate has ended, the Clerk to the Board shall call the roll of the members and each member shall cast a vote. The nominee who receives the highest votes shall be the nominee appointed.

3. Applications. All applications for appointments shall remain active and on file with the Clerk to the Board of County Commissioners one (1) year.

Rule 33. Intentionally Omitted.

VII. Budget

Rule 34. Budget Additions. In order for Craven County to operate in a more efficient manner, there needs to be a very minimum of changes to the budget after its adoption. It is imperative that budget requests be realistic and sufficient at the budget preparation time, that the approved budgets be accepted and remain unchanged for the entire fiscal year.

Exceptions to this practice shall be either:

- (a) Emergencies (unable to have foreseen at budget preparation time) that arise after the budget is adopted and are of such a nature that the department is not able to function for the remainder of the fiscal year.
- (b) New revenue (not available at budget time) is made available for specifically needed County functions.
- (c) New state and/or federal requirements are made mandatory after the budget is adopted that requires additional funding.
- (d) Capital outlay items requested, but not approved, shall only be requested again during the next budgetary process, if deemed needed.
- (e) Positions requested, but not approved, also should not be resubmitted (in mid-budgetary year) until the next fiscal year budget is submitted, due to the excessive impact on funding for the following fiscal year. (Realistically, when positions are approved for part of a year, they are also being approved for the next year's funds.)

Travel Policy for Commissioners

Reimbursement to Craven County Commissioners for travel beyond the monthly travel allowance will be made in accordance with the following guidelines:

- Approval of out-of-county travel, both in state and out-of-state, will be required.
- Out of county travel which is included in the budget for routinely occurring events will not require additional pre-approval. Commissioners may pool their pro rata share of the travel budget by mutual agreement.
- The Chairman or a majority of the Board will approve all other travel in advance, including any requests for advances and travel allowances, after making a determination as to the need for the travel, expected benefits and cost effectiveness of the proposed travel.
- A determination made by the Chairman, solely, may be appealed to the full Board by the Commissioner making the request.
- A majority of the Board will approve all such requests for unbudgeted travel by the Chairman in advance.

- When the Chairman has determined that the travel request conforms to the foregoing guidelines, the procedures and parameters governing travel reimbursement contained in the existing employee travel policy will apply.

Rule 35. Requests from Nonprofit Organizations. When budget requests are being made by nonprofit agencies or other political bodies, the chairman of the respective entity must accompany the administrator (if present) in making the request on behalf of their prior official (voted on) action taken by the organization for these requested funds. In lieu of the respective chairman being present at the Craven County Board of Commissioners' meeting, a letter may be submitted to the county commissioners with the original signature of the respective agency's or organization's chairman, noting that this is the official action of the entity regarding their prior action.

The purpose of this policy statement is to ensure that there is an actual dialogue between the chief board member of the requesting agency and the Board of Craven County Commissioners. It is felt that with more direct communication, that there will be a better actual understanding of the needs of the organization by the Craven County Board of Commissioners. Also, this provides an opportunity for better communications regarding items that affect the use of tax monies.

Rule 36. Advancement of Funds to Agencies Receiving County Appropriations. Craven County appropriates county funds to certain agencies and organizations in the county as part of the annual budget process. It has been the practice of the County to disburse such appropriations, which annually exceed \$5,000 in equal monthly installments. However, there have been occasions in the past where it has been necessary for agencies and organizations to request the disbursement of funds on an accelerated basis in order to meet cash flow needs. It is the position of the Board of Commissioners that such requests for accelerated payments should be limited and require Board approval. Therefore the following guidelines have been enforced concerning the advancement of funds to agencies receiving County appropriations:

- (a) That all agencies receiving monthly disbursements of County appropriations must receive approval of the Board of County Commissioners for any advancement of funds.
- (b) That this policy shall be effective with the adoption of the annual budget for fiscal year 1992-93.
- (c) That nothing in this resolution shall prevent the lump sum disbursement of appropriations for amounts \$5,000.00 or less per year, or for special purposes as authorized by the Board.
- (d) If the appropriation is designated for a specific purpose the funds will not be disbursed until the organization provides documentation of either a commitment to proceed to accomplish the specific purpose (such as a contract) or documentation that the purpose has already been accomplished (invoice).

The funds may be disbursed in a lump sum if the specific purpose requires a lump sum payment by the organization.

VIII. Conflicts of Interest

Rule 37. Policy Statement on Conflicts of Interest. Implicit in the operations and conduct of Craven County Government is the constant expectation that the Craven County Board of Commissioners recognize that in all their transactions and at all times they are subject to the duty of undivided loyalty to the County. The nature of their obligations is such that it demands positive action on their part to affirmatively protect and promote the interest of Craven County committed to their care, and at all times to avoid situations where their self-interests, ACTUAL or APPARENT, may be of such nature or extent as to conflict with performance of that primary responsibility.

(a) Article I. The scope of human activity is so broad that it is unadvisable to attempt to enumerate here all possible areas in which a conflict of interest might arise. Consequently, the following is an illustrative list only, and is not intended to proscribe all aspects of the conduct of the Board in their capacity as Craven County Commissioners:

(1) No member of the Craven County Board of Commissioners should use their positions or the knowledge gained therein in such manner that a conflict between Craven County's interests and their personal interests arise. Both the FACT and the APPEARANCE of the conflicting interests are to be avoided.

(2) Members of the Board should refrain from transmitting any knowledge of County considerations or decisions or any other information which might be prejudicial to the interest of the County to any person other than in connection with the discharge of their responsibility.

(3) If any applicable statutes or laws exist, STRICT COMPLIANCE with the provisions of such statutes or laws is expected, whether local, state or federal.

(4) Whenever a Board member has a personal interest, whether individually or through another party that has or may have business dealings with the County, he shall disclose that interest to the chair (or in the case of the chair, to the County Manager) for proper consideration and action.

(5) Whenever a Board member has an opportunity to engage in a transaction in which the County would otherwise wish to engage in, he shall disclose that interest to the chair (or in the case of the chair, to the County Manager) for proper consideration and action.

(6) If a Board member is in a position where access to the County's confidential information may materially influence his decisions in another party engaged in business with the County, he shall decline that information.

(7) If a Board member is in a position where access to the County's confidential information may materially influence his personal financial or investment decisions, he shall decline that information.

(8) Board members shall at all times fully comply with the Craven County Board of Commissioners' Ethics Policy.

(b) Article II. Members of the Board shall comply with all laws and requirements governing conflicts of interest, self-benefiting, gifts and favors, and misuse of confidential information, as required by N.C.G.S. §§14-234, 14-234.1, and 133-32.

(c) Article III. If at any time an elected official finds that they are in doubt as to the proper application of the County's policy on conflicts of interest with respect to any particular situation, or they find that they might have a financial interest or outside relationship which might involve a conflict of interest, they should immediately make all the facts known to the chair (or in the event of the chair, to the County Manager), for proper consideration and action.

IX. Amendments

Rule 38. Amendments. These Rules of Procedure may be amended by a simple majority of the entire membership of the Board of Commissioners. However, no amendment shall be effective until the next regular meeting after any such amendment is approved; provided however, if the amendment is approved by the unanimous vote of the Board of Commissioners, then the amendment shall be effective immediately unless some other effective date is identified.

TAX804P

CRAVEN COUNTY

PAGE 1

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 04/06/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
ARRINGTON, WILLIAM M RECYCLE CORRECTION ON SENIOR REBILL	0200700 2015-0090004	24.00
CRAVEN RENTAL PROPERTIES LLC DWELLING RAZED 6/5/13	0085325 2014-0012680	424.72
DECKER, DAVID S FORECLOSURE-LIEN EXTINGUISHED	0036989 2011-0014783	5,121.00
DECKER, DAVID S FORECLOSURE-LIEN EXTINGUISHED	0036989 2014-0014551	62.09
HOWARD, JUANITA SWARINGEN & JU LATE LISTING CHARGED IN ERROR	0033662 2014-0092354	7.98
KLIMOWICZ, EDWARD ROBERT DID NOT OWN 1/1/2014	0102798 2014-0091702	19.29
MOORE, TRACIE MITCHELL FORECLOSURE-LIEN EXTINGUISHED	0030616 2010-0036485	109.22
MOORE, TRACIE MITCHELL FORECLOSURE-LIEN EXTINGUISHED	0030616 2011-0040685	172.55
MOORE, TRACIE MITCHELL FORECLOSURE-LIEN EXTINGUISHED	0030616 2012-0040584	160.61
MOORE, TRACIE MITCHELL FORECLOSURE-LIEN EXTINGUISHED	0030616 2013-0039058	142.78
MOORE, TRACIE MITCHELL FORECLOSURE-LIEN EXTINGUISHED	0030616 2014-0039876	128.15
MORRIS, JANIE RECYCLE CORRECTION ON SENIOR REBILL	0084365 2015-0090101	24.00
PHILLIPS, ERNEST NOT IN BUSINESS 1/1/2010	0085256 2010-0040848	134.53
PHILLIPS, ERNEST NOT IN BUSINESS 1/1/2011	0085256 2011-0091020	126.16

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 04/06/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
PHILLIPS, ERNEST NOT IN BUSINESS 1/1/2012	0085256 2012-0091023	117.47
PHILLIPS, ERNEST NOT IN BUSINESS 1/1/2013	0085256 2013-0095110	108.68
QUAY, WILLIAM S III & MELONEY RELEASED TO MARTIN COUNTY	0058438 2014-0091072	58.00
QUAY, WILLIAM S III & MELONEY RELEASED TO MARTIN COUNTY	0058438 2014-0092080	10.72
SIMO, KAREN FORECLOSURE-NEW BERN LIEN EXTINGUISHED	0067507 2008-0050674	21,030.67
SUGGS, DAVID A MILITARY EXEMPTION	0051534 2014-0090860	19.28
TAYLOR, NANCY RECYCLE CORRECTION ON SENIOR REBILL	7114245 2015-0090140	12.00
WARD, LYDIA RENEE WETHERINGTON STORAGE ONLY-REMOVED RECYCLE FEE	0051531 2014-0058777	37.26
WHITNEY, JAMES W & RACHEL M RECYCLE CORRECTION ON SENIOR REBILL	0041539 2015-0090150	12.00
WOODEN WORLD LLC NOT IN BUSINESS 1/1/2014	0094357 2014-0093132	57.21
WOODS, RUBY L S GIBBS FORECLOSURE-LIEN EXTINGUISHED	8176900 2009-0062979	3,581.96
WOODS, RUBY L S GIBBS FORECLOSURE-LIEN EXTINGUISHED	8176900 2010-0057553	365.33
WOODS, RUBY L S GIBBS FORECLOSURE-LIEN EXTINGUISHED	8176900 2011-0063974	283.53
WOODS, RUBY L S GIBBS FORECLOSURE-LIEN EXTINGUISHED	8176900 2012-0091624	108.88

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 04/06/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
WOODS, RUBY L S GIBBS FORECLOSURE-LIEN EXTINGUISHED	8176900 2013-0061232	505.90
WOODS, RUBY L S GIBBS FORECLOSURE-LIEN EXTINGUISHED	8176900 2013-0093902	13.24
WOODS, RUBY L S GIBBS FORECLOSURE-LIEN EXTINGUISHED	8176900 2014-0062831	275.02
WOODS, RUBY L S GIBBS FORECLOSURE-LIEN EXTINGUISHED	8176900 2012-0063913	571.53
	32 -CREDIT MEMO(S)	33,825.76

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
CHURCH-FAITH UNITED METHODIST ORDERED BY BOARD OF E & R 2-17-2015	1317599 2014-0093315	9,653.85
CHURCH-FAITH UNITED METHODIST ORDERED BY BOARD OF E & R 2-17-2015	1317599 2014-0093299	2,714.42
CHURCH-MOUNT ZION HOLINESS BY DWELLING VACANT SINCE 2012	1317584 2014-0010520	36.99
CHURCH-MOUNT ZION HOLINESS BY DWELLING VACANT SINCE 2013	1317584 2014-0010519	36.99
HART, SHERRY BRYANT DOUBLE BILLED -SEE ACCT 954255	0026242 2011-0025502	83.82
HART, SHERRY BRYANT DOUBLE BILLED-SEE ACCT 954255	0026242 2012-0025363	89.52
HART, SHERRY BRYANT DOUBLE BILLED-SEE ACCT 954255	0026242 2013-0092119	71.42
HART, SHERRY BRYANT DOUBLE BILLED-SEE ACCT 954255	0026242 2014-0092286	79.38
	8 -REFUND(S)	12,766.39



Board Of Education

CARROLL G. IPOCK, II, *Chairman* • LINDA M. THOMAS, *Vice Chairman*

FRANCES H. BOOMER • DAVID HALE • BEATRICE R. SMITH • KIMBERLY R. SMITH • JOSEPH L. WALTON

DR. LANE B. MILLS, *Superintendent*

March 16, 2015

Mr. Ken Phelps
NC Department of Public Instruction
School Planning
6319 Mail Service Center
Raleigh, NC 27699-6319

Dear Mr. Phelps,

The Craven County Board of Education and Craven County Commissioners are submitting the enclosed application for the NC Education Lottery, through the Public School Fund Building Capital Fund.

Thank you for your assistance. If you have any questions, please feel free to call me at (252) 514-6332.

Sincerely,

Denise P. Altman
Finance Officer

Enclosure
Cc: Rick Hemphill, County Finance Officer

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

Approved: _____

Date: _____

County: Craven County

Contact Person: Denise Altman

LEA: 250 - Craven County

Title: Finance Officer

Address: 3600 Trent Road, New Bern, NC 28541

Phone: 252-514-6332

Project Title: Debt Service for COPS and 202 School Bond

Location: Craven County

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

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

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

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

Short description of Construction Project: Debt used to construct Creekside Elementary and additions to JT Barber Elementary and Grover C Fields Middle School

Estimated Costs:

Purchase of Land _____	\$ _____	
Planning and Design Services _____	_____	
New Construction _____	_____	
Additions / Renovations _____	_____	
Repair _____	_____	
Debt Payment / Bond Payment _____		3,885,216.00
TOTAL _____	\$ _____	3,885,216.00

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

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 1,300,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

(Signature — Chair, Board of Education) (Date) March 10, 2015

Board of Commissioners
Steve Tyson, Chairman
Scott C. Dacey, Vice Chairman
Jason R. Jones
George S. Liner
Thomas F. Mark
Theron McCabe
Johnnie Sampson, Jr.

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



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

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

To: Craven County Board of Commissioners
From: Gene Hodges, Assistant County Manager-Operations and Facilities
Date: March 30, 2015
Re: Summary of Commissioner Security Subcommittee

At the November 17, 2014 Craven County Board of Commissioners meeting, Social Services Director Kent Flowers presented a request from the Social Services Board that the Board of Commissioners consider a weapons ban in County buildings. The Board of Commissioners directed the County Manager to research the costs associated with armed security in the Human Services complex. At the January 20, 2015 Board of Commissioners' Work Session, the information pertaining to costs associated with armed security was presented to the Board of Commissioners. At the February 2, 2015 Board of County Commissioners Regular Meeting, a subcommittee of Commissioners Dacey, Liner, and McCabe was formed to research security concerns on a broader scale at the Human Services complex including cameras, lighting, facility concerns, and armed security. This group met with county staff on February 16, 2015 and then held a follow up meeting on March 2, 2015.

The recommendations from the subcommittee are as follows:

1. Proceed with the purchase and installation of security cameras that are included in the FY2014-2015 budget. These cameras will cover the parking lot closest to Neuse Boulevard and the lot on the northwest side of the building. Staff will be directed that all county vehicles will be located in these areas after business hours. Additional cameras will be added to the lobby areas of the building. It was suggested that once the cameras are in place that the County utilize any savings to contract with a monitoring agency on a temporary basis to monitor the camera system during non-work hours to alert staff and/or authorities in the event they observe something amiss.
2. Upgrade the lighting on the outside of the property. Use some savings from the camera project and additional revenue received from Department of Social Services (DSS) to upgrade all the exterior lighting at the Human Services Complex. This will provide much brighter coverage lighting in the parking lot and around the building at night. Also, more efficient lighting will save dramatically on utility costs. Additional lights can be added in areas that are not well illuminated at this point.
3. Using the additional revenue that has been received by DSS, certain safety improvements will be made in that facility. Improvements include upgrading and enhancing the glass in the lobby areas. Currently, office staff is separated from the public by a thin layer of glass that can be moved aside by someone on the other side. This

will upgrade the glass in this area to bullet proof, immobile glass and staff will interact through “transaction areas” designed in the glass. Also, an emergency exit will be constructed in one of the back office areas that currently do not have any secondary exit to utilize in the event of an emergency. Discussion of panic duress systems and cost quotes were obtained for review. These systems would offer enhanced security and/or response in areas where employees are at a higher risk of confrontation during interaction with clients who have been identified as potential threats. Costs associated with implementing these “panic buttons” will be included in the FY2015-2016 budget requests.

4. The subcommittee decided not to proceed with implementing armed security at this time. Their recommendation was to proceed with the more passive versions of security as described above and recommended that DSS work with the City of New Bern Police Department to hire off duty officers to provide crowd control and a security presence on days that DSS is issuing energy benefits since those are the days identified as the highest customer volume days.

At the March 16, 2015 Board of Commissioners meeting, Alfreda Stout presented a budget amendment to receive the additional revenue mentioned above that will be used for some of these improvements. The other costs were already budgeted in the FY2014-2015 budget.

Board of Adjustment

Marine Crops Air Station Zoning (AICUZ)

Active Voter List

	NAME	Address
1	ADAM, AMY KAY	1500 NC 101 HWY E
2	ADAMS, GREGORY	2465 NC 101 HWY
3	ALDERMAN, JAMES ELDON	1580 NC 101 HWY
4	ALDERMAN, KAREN K	1580 NC 101 HWY
5	ALEMAN, KATIE MARIE	1500 NC 101 HWY A
6	ALEMAN, STEPHANIE PATTON	1500 NC 101 HWY A
7	ASARO, CATHERINE	1500 NC 101 HWY 6
8	BAKER, AMBER ANNE	820 CAHOOQUE CREEK RD
9	BAKER, JAMES CARLTON	820 CAHOOQUE CREEK RD
10	BATCHELOR, KAREN MCKENNA	1500 NC 101 HWY 27
11	BATCHELOR, RUDY VON	1500 NC 101 HWY 27
12	BAUER, MELISSA KAY	1500 NC 101 HWY E
13	BAYER, MATTHEW JOSEPH	1500 NC 101 HWY E
14	BEARD, BRANDON ALEXANDER	890 CAHOOQUE CREEK RD
15	BELL, KIARA TANAE	1500 NC 101 HWY 39
16	BENNETT, DEANNA ELAINE	108 CUTTERS WAY RD
17	BEST, REX MELVIN	460 FERRY RD
18	BORDEN, DEBORAH ANN	615 CAHOOQUE CREEK RD
19	BORDEN, EFFIE MOORE	615 CAHOOQUE CREEK RD
20	BOWDEN, DOMINICK WADE	1580 NC 101 HWY
21	BOWDEN, RACHEL ALDERMAN	1580 NC 101 HWY
22	BOYD, BERNARD	2467 NC 101 HWY
23	BRANNAN, ERIN	1500 NC 101 HWY 16
24	BROOKS, IVAN HOWARD II	1500 NC 101 HWY
25	BROOKS, KAREN LEA	1500 NC 101 HWY 50
26	BROWN, MILTON D	716 CAHOOQUE CREEK RD
27	BROWN, RITA G	716 CAHOOQUE CREEK RD
28	CARR, CHRISTI NICOLE	2465 NC 101 HWY
29	COATES, SANDY R	615 CAHOOQUE CREEK RD
30	COLLIS, KYLE EDMOND	820 CAHOOQUE CREEK RD
31	CUNNINGHAM, MAURICE ANTONIO	1500 NC 101 HWY LOT-19
32	DAVIS, EMMA HILL	1825 NC 101 HWY
33	DAVIS, MARKAILE LAGANDRE	1590 NC 101 HWY
34	DEVEAUX, MELISSA LYNN	1500 NC 101 HWY 5
35	DIXON, ROBERT LEE JR	235 FERRY RD
36	DURAND, NICHOLAS ALLEN	1500 NC 101 HWY 38
37	ECHOLS-TOON, STEPHANIE F	2215 NC 101 HWY
38	ELLISON, JEAN TEEL	1700 NC 101 HWY
39	FINLEY, WANCER DENEEN	235 FERRY RD
40	FISHER, ALBERT LEE	2185 NC 101 HWY
41	FOREMAN, GLADYS	205 FERRY RD
42	FOREMAN, OSCAR THOMAS	205 FERRY RD
43	FOX, JAMES BURKE	1500 NC 101 HWY 26
44	FOX, JUDY DEVRIES	1500 NC 101 HWY 26
45	FRANKLYN, BRIGETTE LUVIRDA	1500 NC 101 HWY 39
46	FRANKLYN, KIANA LINETTE	1500 NC 101 HWY 39
47	FRAZIER, CHERYL ANNORA	1560 NC 101 HWY

48	FRAZIER, LENNIS CHARLES JR	1560 NC 101 HWY
49	FRAZIER, LENNIS CHARLES SR	1560 NC 101 HWY
50	FRAZIER, MALZEANER B	1560 NC 101 HWY
51	GASKINS, ANGEL FLO	1500 NC 101 HWY 40
52	GODETTE, RUBY LOUISE	2465 NC 101 HWY
53	GODETTE, WALLACE	450 FERRY RD
54	GORDON, ANNIE M	1800 NC 101 HWY
55	GREENSTREET, JEFFREY THOMAS	2000 NC 101 HWY
56	GREENSTREET, KELLY SUE	2000 NC 101 HWY
57	GRIFFIN, JAMES	407 CAHOOQUE CREEK RD
58	GRIFFIN, JAMES JULIAN JR	1500 NC 101 HWY TR 16
59	HALL, DOLLY MARTIN	2525 NC 101 HWY
60		2525 NC 101 HWY
61	HARKLEY, BESSIE E	414 CAHOOQUE CREEK RD
62	HARKLEY, EARLENE	735 FERRY RD
63	HARRIS, PATRICK PIERRE	205 FERRY RD
64	HARRISON, CASSANDRA BLACKHORSE	462 FERRY RD
65	HOLLIDAY-PINER, TONYA KAY	1500 NC 101 HWY TRLR-51
66	HUMPHREY, SAMMY JOSEPH	1500 NC 101 HWY LOT21
67	HUNTSMAN, GLEE EILEEN	1860 NC 101 HWY
68	HYMAN, SARAH R	2355 NC 101 HWY
69	HYMAN, WILLIAM LESLIE	2355 NC 101 HWY
70	JAMES, AGGIE M	2515 NC 101 HWY
71	JAMES, JONATHAN SR	2515 NC 101 HWY
72	JAMES, GARY DEAN	1500 NC 101 HWY UNIT-30
73	JAMES, MYRA	2515 NC 101 HWY
74	JARMAN, ADRIANA SHANIQUE	412 CAHOOQUE CREEK RD
75	JARMAN, JAVON LAKENDRICK	414 CAHOOQUE CREEK RD
76	JARMAN, VICTORIA	414 CAHOOQUE CREEK RD
77	JARMAN, WILLIS ODELL	414 CAHOOQUE CREEK RD
78	JARMAN, WILLIS ODELL JR	414 CAHOOQUE CREEK RD
79	JARMAN, DENNIS ERWIN	402 CAHOOQUE CREEK RD
80	JARMAN, SELENA FAYE	412 CAHOOQUE CREEK RD
81	JENKINS, TIMOTHY III	1590 NC 101 HWY
82	JENKINS, VIDA STATON	1590 NC 101 HWY
83	JOHNSON, CHARLES DEWEY	438 CAHOOQUE CREEK RD
84	JOHNSON, JANCIE MARIE	438 CAHOOQUE CREEK RD
85	JOHNSON, MARION RAINEY	890 CAHOOQUE CREEK RD
86	KELLY, JAMES ANDREW JR	470 FERRY RD
87	KELLY, TINECIA DESHAWN	470 FERRY RD
88	KOLLARIK, ANDREW MICHAEL	1500 NC 101 HWY 33
89	KOONCE, GERALD MARTIN	1500 NC 101 HWY 10
90	KOLLARIK, MARIE ANN	1500 NC 101 HWY 33
91	LEE, MARQUES	1780 NC 101 HWY
92	LEE, WILSON	1780 NC 101 HWY
93	LEE, RENATE G	1780 NC 101 HWY
94	LEE, MORGAN JOSEPH	1780 NC 101 HWY
95	LOVE, TRACY MARY	1500 NC 101 HWY
96	MAHER, STEPHEN JOSEPH	1500 NC 101 HWY
97	MANLEY, AMANDA F	504 FERRY RD
98	MATHIS, JOHN BRANDON	1500 NC 101 HWY 37
99	MAYES, RICHARD LOUIS JR	1500 NC 101 HWY TRLR-12
100	MCCABE, THERON LEE	521 FERRY RD
101	MCFARLIN, FREDERICK ARTHUR	1014 CAHOOQUE CREEK RD
102	MERCER, PATRICIA ANN	501 FERRY RD

103	MILES, DASHAUN JAMAL	1500 NC 101 HWY 17
104	MOORE, CHERYL FAYE	450 FERRY RD
105	MOORE, CRYSTAL WEBLEY	504 FERRY RD
106	MOORE, CHRISTOPHER BRIAN	705 CAHOOQUE CREEK RD
107	MOORE, EDITH	705 CAHOOQUE CREEK RD
108	MOORE, DERICK LOVETT	504 FERRY RD
109	MOORE, EVANGELINE SMITH	504 FERRY RD
110	MOORE, EDWARD L	450 FERRY RD
111	MOORE, ELISHA JR	705 CAHOOQUE CREEK RD
112	MOORE, ISAAC LEE	705 CAHOOQUE CREEK RD
113	MOORE, WILLIAM M	504 FERRY RD
114	MOSLEY, LULA NELSON	705 CAHOOQUE CREEK RD
115	NORRIS, MICHAEL KEVIN	614 CAHOOQUE CREEK RD
116	NORRIS, SONYA TREMEL	614 CAHOOQUE CREEK RD
117	NORRIS, SHARON FAYE	614 CAHOOQUE CREEK RD
118	ODEN, WILLIAM RALEIGH	102 FERRY RD APTA
119	PADGETTE, EDWARD T JR	615 CAHOOQUE CREEK RD
120	PATRICK, DEEDRA RENE	2185 NC 101 HWY
121	PATRICK, DESIREE LYNN	2185 NC 101 HWY
122	PATRICK, EUNICE LYNETTE	2185 NC 101 HWY
123	PINER, RONALD LEE JR	1500 NC 101 HWY TRLR-32
124	PRICHARD, ALISON GAIL	501 FERRY RD
125	PRICHARD, RANDAL SR	501 FERRY RD
126	RAINEY, ANITA MARCELL	814 CAHOOQUE CREEK RD
127	RAINEY, DENNIS DEAN	814 CAHOOQUE CREEK RD
128	RAINEY, WILLIE S	814 CAHOOQUE CREEK RD
129	RAINEY, WILLIE JAMES	814 CAHOOQUE CREEK RD
130	RICHARDS, BRADEN LEE	2465 NC 101 HWY
131	RICHARDS, CAMILLIA LAVETTE	721 FERRY RD
132	RICHARDS, JUANITA QUOSHONDRALYN	721 FERRY RD
133	ROGERS, EVERETT DEE	1500 NC 101 HWY E
134	ROGERS, MARQUITA DENISE	460 FERRY RD
135	ROSE, LANA ARLENE	1500 NC 101 HWY F
136	RUSH, MARY ANNA	603 FERRY RD
137	RUSH, WAYNE SR	603 FERRY RD
138	SHELVIN, LIKISSA RENEA	1530 NC 101 HWY
139	SMITH, FINETTE S	394 CAHOOQUE CREEK RD
140	SMITH, ELLEN H	812 CAHOOQUE CREEK RD
141	SMITH, WILBERT LEE	812 CAHOOQUE CREEK RD
142	SMITH, VALERIE R	394 CAHOOQUE CREEK RD
143	SPILLANE, BRENDA LEE	1013 CAHOOQUE CREEK RD
144	SPILLANE, BRIAN CRAIG	1013 CAHOOQUE CREEK RD
145	STOY, SYDNEY KRISS	1500 NC 101 HWY 28
146	SULLIVAN, JAMES RICHARD	1500 NC 101 HWY
147	SULLIVAN, KEVIN F	1500 NC 101 HWY
148	SULLIVAN, NADINE BUCHANAN	1500 NC 101 HWY
149	TALBERT, DIANE ANNETTE	1500 NC 101 HWY 6
150	TEEL, GERALD B	401 FERRY RD
151	TEEL, JOE THOMAS	401 FERRY RD
152	TEEL, KATHERINE FORBES	401 FERRY RD
153	TEEL, LAVERN BOONE	600 FERRY RD
154	TEEL, SHAWN OTEZ	600 FERRY RD
155	TEEL, MARKEITH LATRES	600 FERRY RD
156	TEEL, WALLACE	600 FERRY RD
157	TEEL, OLYMPIA MARTRICE	600 FERRY RD

158	TEW, MARK ALAN	111 CUTTERS WAY RD
159	TEW, LOVENIA CARTER	107 CUTTERS WAY RD
160	TOON, DE-VES	2215 NC 101 HWY
161	TOON, MELVINA HYMAN	1850 NC 101 HWY
162	TUTTLE, KAY MARIE	1570 NC 101 HWY
163	TUTTLE, TIMOTHY CHARLES	1570 NC 101 HWY
164	VANN, CORDELL RAY	1540 NC 101 HWY
165	VANN, DAVID TODD	1540 NC 101 HWY
166	WADDELL, BARBARA SMITH	109 CUTTERS WAY RD
167	WADDELL, LUCY HEFNER	113 CUTTERS WAY RD
168	WALLACE, LATHEMA CHANEL	1816 NC 101 HWY
169	WEST, ALVIN	1720 NC 101 HWY
170	WEST, MARILYN VIOLA	1701 NC 101 HWY
171	WEST, MYRTLE TURNER	1720 NC 101 HWY
172	WETZEL, HEATHER MARIE	1500 NC 101 HWY 37
173	WHIGHAM, ARIEL DENISE	2465 NC 101 HWY
174	WILLEY, ROBERT EDGAR JR	1500 NC 101 HWY LOT5
175	WRIGHT, OLLISON KYLE	514 CAHOOQUE CREEK RD

Board of Adjustment

Coastal Carolina Regional Airport Zoning

Active Voter List

NAME	Address
1 ADAME, TINA MARIE	1629 LANDMARK CIR
2 APPLE, CLINTON DOUGLAS	103 NEWOOD DR
3 ARMOND, WILLIE EVA	1601 LANDMARK CIR
4 ARTHUR, BRYAN WAYNE	201 CAMERON SHORES DR
5 ARTHUR, DORIS ADAMS	1111 BRICES CREEK RD
6 ARTHUR, GUY M JR	1111 BRICES CREEK RD
7 ARTHUR, JAMES FRANKLIN	1109 BRICES CREEK RD
8 ARTHUR, LINDA FULCHER	1109 BRICES CREEK RD
9 ARTHUR, LACEY MERCER	201 CAMERON SHORES DR
10 ARTHUR, SHARON Y	101 YUCCA LN
11 ARTIS, WAYNE	625 DUDLEY ST
12 ARTHUR, STEVEN GUY	211 CAMERON SHORES DR
13 ATKINSON, REGINA E	536 W GRANTHAM RD
14 AUGUSTUS, DEMARVIS SHAWNELL	602 WILLIAMS ST
15 BADGER, ALVIN L	1886 OLD AIRPORT RD
16 BADGER, KAROL AVERY	1886 OLD AIRPORT RD
17 BANKS, MARY KATHRYN	1607 LANDMARK CIR
18 BARNETT, JOAN W	913 MADAM MOORES LN
19 BARNETT, MALCOLM EARL	913 MADAM MOORES LN
20 BARRETT, DONNA CATRICE	510 OLD CHERRY POINT RD
21 BARRON, FRED A M	915 MADAM MOORES LN
22 BATIE, JAMES ARTHUR	528 W GRANTHAM RD
23 BATIE, SARAH LOUISE	528 W GRANTHAM RD
24 BATTLE, RONNELL JAQUAN	1638 OLD AIRPORT RD
25 BELL, EMMA M	403 PLUM ST
26 BELL, RHEM S	403 PLUM ST
27 BELL- MINOR, MAREE	613 VAIL ST
28 BENJAMIN, RANDY E	110 ALLANTE DR
29 BENNETT, BARBARA STEVENSON	720 MADAM MOORES LN
30 BERGER, DEREKA ALEXANDRIA	607 VAIL ST
31 BEST, THOMAS MILTON JR	516 W GRANTHAM RD
32 BIEDUGNIS, BRIAN ARTHUR	716 CLERMONT RD 17
33 BIZZELL-COLDEN, AGNES VIOLA	502 ELDER ST
34 BIZZELL-WILLIAMS, BARRI ALEXANDRIA	502 ELDER ST
35 BLALOCK, GORDON L	709 MADAM MOORES LN
36 BLALOCK, SHERRY H	709 MADAM MOORES LN
37 BLANGO, EVELYN	308 ELDER ST
38 BLANGO, CLIFTON JR	607 DUDLEY ST
39 BLANGO, ROYLAND LEON	516 WILLIAMS ST
40 BLOW, GWENDOLYN	308 FOREMAN ST
41 BOOS, ANITA C	713 MADAM MOORES LN
42 BOOS, STEVEN JOEL	713 MADAM MOORES LN
43 BOOS, STEVEN MICHAEL	713 MADAM MOORES LN
44 BOWEN, KRISTIE ROBBINS	716 CLERMONT RD 13
45 BOWEN, HENRY WAYNE	716 CLERMONT RD TR 14
46 BOWENS, TYRICO DEVONTE	1638 OLD AIRPORT RD
47 BOYD, SAMUEL JR	503 VAIL ST
48 BOYD, SOMBRA A	503 VAIL ST

49	BOYD-CURRY, MALISSA ANN	503	VAIL ST
50	BRIMMER, CONNIE FRANCES	102	ALLANTE DR
51	BRIMMER, WILLIAM LEE JR	102	ALLANTE DR
52	BROOKS, CRYSTAL E	1620	LANDMARK CIR
53	BROWN, RANDY DALE	608	W GRANTHAM RD
54	BROWN, SHERRI ELIZABETH	608	W GRANTHAM RD
55	BROWN, SHOMEKA DIONE	606	VAIL ST
56	BROWN, VALDERIA	822	AIRPORT RD
57	BRYANT, CHARMEKO R	504	BROWN DR
58	BRYANT, GREGORY MCRA Y	109	ALLANTE DR
59	BRYANT, LOLANDA MARIE	109	ALLANTE DR
60	BRYANT, PAULETTE LATISHA	1631	LANDMARK CIR
61	BRYANT, TENEKA SHANTE	1621	LANDMARK CIR
62	BURKART, PAMELA GUNNIN	708	MADAM MOORES LN
63	BURKART, THOMAS ELMA	708	MADAM MOORES LN
64	CAHOON, CAROLYN LYNN	112	KELSO RD
65	CARMEN, ELAYNE DAIGLE	721	CLERMONT RD
66	CARROLL, EDWARD ALAN	717	MADAM MOORES LN
67	CARROLL, PEGGY JO	717	MADAM MOORES LN
68	CHEEK, JOHN C	710	MADAM MOORES LN APTA
69	CLOUD, CHERISH LATINA	306	JAMES ST
70	CLOUD, CHETINA COLLETTE	306	JAMES ST
71	CLOUD, CHETINA ELIZA	306	JAMES ST
72	COLES, GERALD RUSSELL	611	BROWN DR
73	COLLINS, CAITLIN LAQUANA	508	BROWN DR
74	COLLINS, DEONA RUTH HARRIS	508	BROWN DR
75	COLLINS, DENNIS MAURICE	307	JAMES ST
76	COLLOCK, ADRIAN DEMIONA	111	ALLANTE DR
77	CRAIG, DANIEL RYE	1638	OLD AIRPORT RD
78	CRIEGO, ALEIGNA NICHELLE	528	W GRANTHAM RD
79	CROUELL, MELLANIE COLE	1613	LANDMARK CIR
80	CRUTHIRD, MAYARGET M	311	ELDER ST
81	CURTIS, CHARLES CLAYBURN	1117	BRICES CREEK RD
82	CURTIS, STEPHANIE ARTHUR	1117	BRICES CREEK RD
83	DABREO, DAWNA SUE	905	MADAM MOORES LN
84	DAIL, GARY BRYANT	113	KELSO RD
85	DAIL, JEFFREY GLENN	1820	OLD AIRPORT RD
86	DANIELS, ALLETHA LINDSEY	608	BROWN DR
87	DARRISAW, ANTHONY J	820	AIRPORT RD
88	DARRISAW, ETHEL BRYANT	820	AIRPORT RD
89	DARRISAW, JIMMY	820	AIRPORT RD
90	DAUGHERTY, KATRINA DENISE	110	ALLANTE DR
91	DAVIS, MATHESON YOUNG	911	MADAM MOORES LN
92	DELEMAR, DENNIS	536	W GRANTHAM RD
93	DELEMAR, ALVERA BELL	714	OLD CHERRY POINT RD
94	DIX, VALERIE BROWN	824	AIRPORT RD
95	DIXON, JOHN PATRICK	500	OLD CHERRY POINT RD
96	DOWDY, JASMINE LEAH	1627	LANDMARK CIR
97	DOVE, TAMARA TENYCE	1619	LANDMARK CIR
98	DUNSON, SAMUEL BEONARD	309	FOREMAN ST
99	DYER, LANCE BRYAN	116	ALLANTE DR
100	DYER, CYNTHIA	116	ALLANTE DR
101	ELDRIDGE, GLORIA R	504	US 70 HWY E
102	FAIRBEE, JOSHUA LEE	716	CLERMONT RD 15
103	FEREBEE, JAMES EDWARD SR	716	CLERMONT RD 6
104	FLOWERS, NANCY HEATH	716	CLERMONT RD 17

105 FLOYD, DEBORAH ANNE
106 FLOYD, ROBERT MICHAEL
107 FLYNN, GERTRUDE MARION
108 FORBES, ANNIE LEE
109 FORBES, CHELSIE C
110 FORBES, DARRYL
111 FORBES, EDWARD C
112 FORBES, EDWARD C JR
113 FORBES, EVELYN ELAINE
114 FORBES, KEIVEN AYKIE
115 FORBES, MICHELLE FOY
116 FORBES, RACHEL HARRIS
117 FORBES, ROBERT LEE
118 FOSKEY, KENNETH THEODORE
119 FOSKEY, SAMUEL ISIAH
120 FOSTER, DOROTHY G
121 FOY, FRANCES MARIAH
122 FOY, RAMONA JOANN
123 FOYE, LOUIS LEANDER
124 FRINK, DEREK STEVEN
125 GAINEY, KIMBALL Y
126 GAINEY, KENDRA YVETTE
127 GASKINS, EDNA C
128 GASKINS, LANDA SHARMEE
129 GASKINS, LANDERS
130 GASKINS, REGINA NICHOLE
131 GASKINS, SANDRA G
132 GATLIN, CAMERON MICHAEL
133 GATLIN, KATHERINE ARTHUR
134 GATLIN, CATRINA DELORIS
135 GATLIN, MARY KATHERINE
136 GATLIN, MARK CLAYTON
137 GAVIN, MYRON MICHELLE
138 GAYLORD, DENISE GARDNER
139 GAYLORD, JOHN PATRICK SR
140 GEORGE, JANA NICOLE
141 GEORGE, RORI IDEAREST
142 GORGANI, SAMUEL A
143 GORGANI, SHARON
144 GORGANI, SOLOMON LEE
145 GREAR, KELLY LYNN
146 GREAR, ROGER WILLIAM
147 GREEN, SHAWNKA LATRICE
148 GRIFFIN, JAMES
149 GRIFFIN, VIRGINIA
150 HACK, SARAH MARILYN KAY
151 HALL, DANA ANDREW
152 HALL, CLAUDE CARROLL JR
153 HALL, DAVID CARROLL
154 HALL, GUYOLA ARTHUR
155 HAMILTON, ANGELA BOYD
156 HARRIS, ASHLEY RENEE
157 HARRIS, BEVERLY ANN
158 HARRIS, DON F
159 HARRIS, MARY
160 HARRIS, MINDA PEARCE

115 KELSO RD
115 KELSO RD
121 KELSO RD
104 ALLANTE DR
714 VAIL ST
714 VAIL ST
714 VAIL ST
713 VAIL ST
505 FORD ST
505 FORD ST
614 BROWN DR
1623 LANDMARK CIR
1623 LANDMARK CIR
709 VAIL ST
709 VAIL ST
709 WILLIAMS ST
618 BROWN DR
612 WILLIAMS ST
702 OLD CHERRY POINT RD
722 CLERMONT RD
515 ELDER ST
515 ELDER ST
516 W GRANTHAM RD
518 W GRANTHAM RD
518 W GRANTHAM RD
518 W GRANTHAM RD
518 W GRANTHAM RD
1119 BRICES CREEK RD
1119 BRICES CREEK RD
1624 LANDMARK CIR
1119 BRICES CREEK RD
1119 BRICES CREEK RD
512 BROWN DR
808 AIRPORT RD
808 AIRPORT RD
615 DUDLEY ST
615 DUDLEY ST
308 ELDER ST
308 ELDER ST
308 ELDER ST
107 KELSO RD
107 KELSO RD
726 OLD CHERRY POINT RD
536 W GRANTHAM RD
536 W GRANTHAM RD
1617 LANDMARK CIR
1709 OLD AIRPORT RD
1709 OLD AIRPORT RD
1709 OLD AIRPORT RD
1711 OLD AIRPORT RD
503 VAIL ST
824 AIRPORT RD
824 AIRPORT RD
501 VAIL ST
607 VAIL ST
117 KELSO RD

161 HARRIS-COLES, CHERYL LYNN
162 HAUTMAN, JESSIE JAMES JR
163 HAUTMAN, ROBIN HUDSON
164 HECKMAN, GRETCHEN NOELLE
165 HECKMAN, REBECCA NOELLE
166 HEMMINGER, RANDAL CHARLES
167 HEMMINGER, SARAH ELIZABETH
168 HENDERSON, EMMA HICKS
169 HENDERSON, FRANCIS ELAINE
170 HENDERSON, LILLIE MAE
171 HENDERSON, TRACY ANDRE'
172 HENRY, JACQUELINE SLADE
173 HICKS, AUGUSTUS SR
174 HILL, JACQUELINE HOWARD
175 HILL, FLOYD JR
176 HILL, LINDA H
177 HILL, RICHARD ARLEN
178 HODGES, GALE ANNETTE
179 HODGES, RODERICK
180 HOLLOWAY, JUANITA SOPHIA LASHON
181 HOLLOWAY, SHAWNKA LATRICE
182 HOLLOWAY, SHOLANDIA ANDRE'
183 HOWARD, BYRON PATRICK
184 HOWARD, CHRISTINA MARIE
185 HOWARD, SHANICE BRIANNA
186 HOWARD, VIVIAN DENISE
187 HUMPHREY, BRENDA S
188 HUMPHREY, LATONYA SHAWNTA
189 HUMPHREY, JAMEL COREY
190 HUMPHREY, WILLIAM E
191 HURLEY, JACK N
192 HURLEY, PATRICIA M
193 IPOCK, TERYL LAUGHINGHOUSE
194 IPOCK, THOMAS WEEKS
195 IRELAND, ERICA JOYCE
196 IRELAND, SRYNEA SAWYER
197 IRELAND, WILLIAM ROBINSON JR
198 JACKSON, CRYSTAL DOWNING
199 JACKSON, MARTHA JEAN
200 JARMAN, DONNA W
201 JARMAN, TAYLOR LYNN
202 JOHNSON, CAROLYN SMYER
203 JOHNSON, DOUGLAS BRUCE
204 JOHNSON, CHARMELL DANNETTE
205 JOHNSON, LINWOOD C
206 JOHNSON, VIRGINIA STONE
207 JONES, CECIL EDWARD
208 JONES, JOETECIA LE COLE
209 JONES, JOSEPH LEON JR
210 JONES, TOTIONETTE LEMARCHE
211 JONES, WANDA GRANT
212 JOSIAH, JASON TROY
213 KANE, BESS ANSON
214 KESTNER, MELVIN B
215 KING, RUSSELL AUGUST
216 KING, REBECCA LEAH

611 BROWN DR
405 OLD CHERRY POINT RD
405 OLD CHERRY POINT RD
100 KELSO RD
100 KELSO RD
109 YUCCA LN
109 YUCCA LN
701 DUDLEY ST
716 CLERMONT RD 11
308 FOREMAN ST
701 DUDLEY ST
704 WILLIAMS ST
619 VAIL ST
920 VAIL ST
400 OLD CHERRY POINT RD
522 W GRANTHAM RD
920 VAIL ST
609 FORD ST
609 FORD ST
105 NEWOOD DR
613 WILLIAMS ST
506 BROWN DR
613 BROWN DR
613 BROWN DR
508 BROOKS DR
508 BROOKS DR
402 JAMES ST
402 JAMES ST
708 OLD CHERRY POINT RD
402 JAMES ST
526 W GRANTHAM RD
526 W GRANTHAM RD
710 MADAM MOORES LN
710 MADAM MOORES LN
718 CLERMONT RD
361 MARION DR
361 MARION DR
510 OLD CHERRY POINT RD
614 VAIL ST
909 MADAM MOORES LN
1609 LANDMARK CIR
1028 BRICES CREEK RD
1028 BRICES CREEK RD
109 ALLANTE DR
711 MADAM MOORES LN
711 MADAM MOORES LN
718 CLERMONT RD
102 NEWOOD DR
102 NEWOOD DR
102 NEWOOD DR
538 W GRANTHAM RD
116 ALLANTE DR
306 FOREMAN ST
602 W GRANTHAM RD
905 MADAM MOORES LN
905 MADAM MOORES LN

217 KNUCKLES, MARY IRENE
218 KORNEGAY, CALEB N
219 KORNEGAY, GLADYS CATHERINE
220 KORNEGAY, LAFAYETTE C
221 KUCAN, MAGGIE CUTHRELL
222 LAKEMAN, KRISTINE GREENE
223 LAMB, JUDY ALPHIN
224 LAMB, RICHARD B
225 LAUGHINGHOUSE, VERNA A
226 LAUGHINGHOUSE, WILLIAM VERNON JR
227 LEE, OLLIE MAE
228 LEWIS, MANDI JO
229 LEWIS, MILTON BRYANT
230 LINDSEY, LACHIA MONIQUE
231 LINDSEY, VENECIA BRIELLE
232 LITTLE, LATORA SHANIQUE
233 LONG, VENDRIC VARDELL
234 LOPEZ, THEODORE A
235 MAPLE, WILLIAM ROBERT
236 MARTIN, CHRISTINA CARAWAN
237 MCCORMICK, CHARLES ALLEN
238 MCINTYRE, DARIEN ANTONIO
239 MCNEIL, DOROTHY MAE
240 MCNEIL, SHERMAN
241 MEYERS, SARA ELIZABETH
242 MIDGETTE, BEL VIN
243 MIDGETTE, LINCOLN JR
244 MINOR, NAPOLEON BRUCE
245 MITCHELL, DENNIS O
246 MITCHELL, PEGGY C
247 MITCHELL, TYRIK THOMAS
248 MOORE, DARLENE MARIA
249 MOORE, DELANCY LEE
250 MOORE, WILLIAM HOOVER JR
251 MUNFORD, CAROLYN C
252 MURRELL, JOHN H
253 MURRELL, LENDIL FRANCES SIMMONS
254 MURRELL, VANESSA ANN
255 MYERS, CANDACE LAYMON
256 MYERS, RICHARD LEWIS
257 NELSON, LARRY
258 OWENS, ANTHONY
259 OWENS, BARBARA JEAN
260 PACE, DAWN GAYLE
261 PACKER, GEORGIA S
262 PARRISH, BENJAMIN FRANK JR
263 PEREZ, MABEL J
264 PHILLIPS, RONALD LEE JR
265 PIDGEON, DAVID KENNETH
266 PIDGEON, JEANNY LYN
267 PITTMAN, JACQUANA LYNETTE
268 PITTMAN, JASMYN LATIA
269 POOLE, THOMAS J JR
270 POWELL-LINDSEY, NYKEA LATAIE
271 QUICK, TAMMY RENEE
272 QUINN, ANGELA FAYE

607 VAIL ST
305 GUM ST
804 VAIL ST
804 VAIL ST
810 AIRPORT RD
123 KELSO RD
706 MADAM MOORES LN
706 MADAM MOORES LN
900 HOWELL RD
795 WILLIAMS RD
511 BROWN DR
903 MADAM MOORES LN
528 W GRANTHAM RD
501 VAIL ST
501 VAIL ST
613 BROWN DR
713 VAIL ST
540 W GRANTHAM RD
704 MADAM MOORES LN
520 W GRANTHAM RD
520 W GRANTHAM RD
1638 OLD AIRPORT RD
609 FORD ST
609 FORD ST
715 MADAM MOORES LN
604 VAIL ST
615 WILLIAMS ST
613 VAIL ST
603 DUDLEY ST
603 DUDLEY ST
603 DUDLEY ST
1619 LANDMARK CIR
715 VAIL ST
1619 LANDMARK CIR
503 BROWN DR
302 GUM ST
302 GUM ST
302 GUM ST
113 KELSO RD
113 KELSO RD
605 BROWN DR
608 VAIL ST
608 VAIL ST
117 YUCCA LN
402 JAMES ST
1625 LANDMARK CIR
611 BROWN DR APTA
614 BROWN DR
107 KELSO RD
107 KELSO RD
1612 LANDMARK CIR
1612 LANDMARK CIR
714 MADAM MOORES LN
501 VAIL ST
534 W GRANTHAM RD
720 CLERMONT RD

273 QUINN, PEGGI
274 RAINES, MICHAEL GRAHAM
275 RAYNER, DORIS JONES
276 REED, BETTY E
277 REED, DONDIA E
278 RENFRO, JAELIN LAVELL
279 RHUE, SUTHY WAYNE
280 RICHARDSON, BRANDI L
281 RICHARDSON, JIMMY C
282 RILEY, CYNTHIA L
283 ROARK, CHAD CAMERON WHITNEY
284 ROARK, MELISSA
285 ROARK, TARA ELIZABETH
286 ROARK, DAVID JOHN
287 ROSADO, PABLO
288 ROUSE, DOUGLAS LEON
289 ROWE, BARBARA B
290 ROWE, JERRY CARLTON
291 ROWE, SARAH ELIZABETH
292 RUSSELL, KREAM A
293 SHIRD, LILLY JANE
294 SILLS, TRACEY
295 SILVERS, SUSAN D
296 SINGLETON, ANNIE MARY
297 SLADE, ALMA M
298 SLADE, FABIAN DEVON
299 SLADE, CHELSIE V
300 SLADE, JOANNE
301 SLADE, RODNEY SHARIS
302 SLADE, JUSTUS RAMEL
303 SLADE, MARY HUMPHREY
304 SLADE, NEATER M
305 SLADE, TORIAN DEONTE
306 SMART, ARTHUR JR
307 SMITH, JAMES MICHAEL
308 SMITH, LINDA P
309 SMYER, BETTY H
310 SOILEAU, BRENNEN KEE'LON
311 SOILEAU, BRENTEN JOHN JR
312 SPADACCINI, TERESA
313 SPADACCINI, ANTHONY JAMES
314 SPANGLER, JOSEPH DAVID
315 SPEARS, ERNEST LEE JR
316 SPIVEY, JOHNNYE MAE
317 STALLINGS, GEORGE A
318 STALLINGS, DOROTHY
319 STALLINGS, JANEEN DEVONNE
320 STANSBURY, DOROTHY VIRGINIA
321 STEPHENS, ROBERT ALLEN
322 STEVENS, MAMIE L
323 STEVENS, MICHAEL LEON
324 STOCKLING, QUATERAH SIMONE
325 STRAWBRIDGE, GARY BRIAN
326 STRAWBRIDGE, KRISTI NICOLE
327 STRAWBRIDGE, ISAAC GARY
328 SUTPHIN, RONNIE GRAY

1602 LANDMARK CIR
704 MADAM MOORES LN
610 VAIL ST
530 W GRANTHAM RD
530 W GRANTHAM RD
602 WILLIAMS ST
716 CLERMONT RD
112 YUCCA LN
112 YUCCA LN
119 KELSO RD
109 NEWOOD DR
109 NEWOOD DR
109 NEWOOD DR
109 NEWOOD DR
115 ALLANTE DR
716 CLERMONT RD 12
714 MADAM MOORES LN
714 MADAM MOORES LN
714 MADAM MOORES LN
822 AIRPORT RD
720 OLD CHERRY POINT RD
1614 LANDMARK CIR
1603 LANDMARK CIR
301 ELDER ST
307 JAMES ST
609 BROWN DR
703 WILLIAMS ST
609 BROWN DR
609 BROWN DR
205 E MAPLE ST
606 WILLIAMS ST
205 E MAPLE ST
606 WILLIAMS ST
501 W MAPLE ST
514 W GRANTHAM RD
514 W GRANTHAM RD
1020 BRICES CREEK RD
719 CLERMONT RD B
719 CLERMONT RD B
706 MADAM MOORES LN B
706 MADAM MOORES LN B
905 MADAM MOORES LN
501 W MAPLE ST
609 DUDLEY ST
711 VAIL ST
711 VAIL ST
711 VAIL ST
1604 LANDMARK CIR
101 E MAPLE ST
401 GUM ST
401 GUM ST
305 GUM ST
802 MADAM MOORES LN
800 MADAM MOORES LN
800 MADAM MOORES LN
1606 LANDMARK CIR

329 SWARTS, SIDNEY MASON
330 SYKES, BETTY D
331 THOMPSON, DANIELLE EVELYN
332 TORRES, CAROL-ANNE MORTON
333 TOWE, JAMAR MONTRELL
334 TOWE, CONNIE Y
335 TOWE, TAWAN M
336 TOWE, SINCLAIR ALEXANDER
337 TOWE, TAMEL JAQUAN
338 TRAVIS, ANN M
339 TRAVIS, GEORGE EDWARD JR
340 TUCKER, ANGELA CHANTELE
341 UPSTROM, MATTHEW CHRISTOPHER
342 WALKER, JACQUELINE LORRAINE
343 WALKER, WENDY PLAGGE
344 WARD, GENEVA
345 WARD, PAMELA LEE
346 WEATHERS, TIMOTHY ALVIN
347 WETHERINGTON, MARIE S
348 WETHERINGTON, PAULA MARIE
349 WHITE, HERMAN SHELTON JR
350 WHITING, LEROY TYRONE
351 WHITING, VERONICA ELAINE
352 WILKINS, RONALD BENJAMIN
353 WILLIAMS, DARLENE
354 WILLIAMS, GREGORY
355 WILLIAMS, NATHANIEL
356 WILSON, TONEY L
357 WOHL, HEATHER MARIE
358 WOODARD, PATRICIA TOLER
359 WOODS, ROBIN LAVONE
360 WOOLARD, BILLY GENE
361 WORTHY, DERRICK LEE

710 MADAM MOORES LN A
614 VAIL ST
503 W MAPLE ST
1024 BRICES CREEK RD
712 WILLIAMS ST
712 WILLIAMS ST
712 WILLIAMS ST
712 WILLIAMS ST
405 JAMES ST
905 MADAM MOORES LN
905 MADAM MOORES LN
514 WILLIAMS ST
716 OLD CHERRY POINT RD
613 BROWN DR
1618 LANDMARK CIR
811 OLD CHERRY POINT RD
811 OLD CHERRY POINT RD
824 AIRPORT RD
907 MADAM MOORES LN
907 MADAM MOORES LN
310 FOREMAN ST
401 OLD CHERRY POINT RD
401 OLD CHERRY POINT RD
518 WILLIAMS ST
405 JAMES ST
502 ELDER ST
505 FORD ST
1638 OLD AIRPORT RD
1105 BRICES CREEK RD
719 CLERMONT RD
504 VAIL ST
707 CLERMONT RD
614 VAIL ST



March 19, 2015

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

Dear Mr. Veit:

At its last board meeting, Allies for Cherry Point's Tomorrow (ACT) adopted changes to its bylaws whereby seven local governments in the Cherry Point region will now be able to appoint an individual to represent their interests on ACT's board of directors. Such individual could be an elected official, local government staff or private citizen.

The appointee will be a director of the ACT board with full voting rights and privileges. The appointee serves at the pleasure of his or her local government and once appointed would remain in place until such time as the local government appointed someone else. The local governments given this authority by ACT are: Carteret County; Craven County; Jones County; Pamlico County; the City of Havelock; the City of New Bern and the Town of Newport.

At the present time, the individual representing Craven County on ACT's board is Scott Dacey. At your earliest opportunity, please consult your local governing body and inform ACT in writing whether you wish to keep Commissioner Dacey in that role or replace him. If you choose to replace him, please provide ACT with the name and contact information for your appointee. A formal letter or email notification will suffice for ACT's purposes.

ACT greatly appreciates Craven County's support of our ongoing efforts to protect and grow Marine Corps Air Station Cherry Point and Fleet Readiness Center East. We look forward to a long and successful relationship.

Sincerely,

A handwritten signature in black ink that reads 'Marc Finlayson'.

Marc Finlayson
Managing Consultant
Allies for Cherry Point's Tomorrow

RESOLUTION
2501 New Bern Avenue, New Bern, North Carolina

THAT WHEREAS, Craven County and the City of New Bern have received an offer to purchase a parcel of property owned by the County and City identified as 2501 New Bern Avenue, and being more particularly described herein; and

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

WHEREAS, the offer to purchase was advertised as required by said statute; and

WHEREAS, the offer to purchase was in the sum of \$1,700.00 by Edward E. Cox and wife Tammy H. Cox; that no increased bids were received; and

WHEREAS, the Board of Commissioners deems it advisable and in the best interest of the County to sell its interest in the subject property to the successful bidder and to convey its interest in said property by quitclaim deed.

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

Section 1. That the last and highest bid of Edward E. Cox and wife Tammy H. Cox, in the sum of \$1,700.00 for said parcel identified as 2501 New Bern Avenue, and being more particularly described herein, be and the same is hereby accepted as to the County's interest in said property, and the Chairman, County Manager and/or Clerk be and they are hereby authorized and directed to execute a quitclaim deed to the purchasers for the County's interest in said property.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchasers once the same has been executed on behalf of the County and City, upon payment of the purchase price.

Section 3. That the subject property is more particularly described as follows:

All that certain lot or parcel of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

All of that certain property more fully described as Lot 785 in Deed Book 1350 at Page 1048 in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 8-037-090.

Being also that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed recorded July 1, 2013 in Book 3209 at Page 42 of the Craven County Registry.

ADOPTED THIS 6th DAY OF APRIL, 2015.

STEVE TYSON, Chairman

(County Seal)

GWENDOLYN BRYAN,
Clerk to the Board

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Prepared by and return to:

Michael Scott Davis
DAVIS HARTMAN WRIGHT PLLC
209 Pollock Street
New Bern, NC 28560

Tax Parcel # 8-037-090
Revenue Stamps \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this _____ day of April, 2015, by and between the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina, and **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantors”); to **EDWARD E. COX and wife, TAMMY H. COX**, whose mailing address is _____, (“Grantees”);

WITNESSETH:

That said Grantors for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantors paid by the Grantees, the receipt of which is hereby acknowledged, have remised and released, and by these presents do remise, release and forever quitclaim unto the Grantee, Grantees’ heirs and assigns, the following described property, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

The property herein conveyed does not include the primary residence of a Grantor.

DAVIS HARTMAN WRIGHT PLLC
Attorneys at Law
209 Pollock Street
New Bern, NC 28560

TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantees, Grantees' heirs and assigns, free and discharged from all right, title, claim or interest of the said Grantors or anyone claiming by, through or under the Grantors.

IN TESTIMONY WHEREOF, the **CITY OF NEW BERN** has caused this instrument to be executed as its act and deed by its Mayor, attested by its Deputy City Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Aldermen, and **CRAVEN COUNTY** has caused this instrument to be executed as its act and deed by the Chairman of its Board of Commissioners, attested by its Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Commissioners, as of the day and year first above written.

CITY OF NEW BERN

(SEAL)

By: _____
Mayor

ATTEST:

Deputy City Clerk

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of April, 2015, before me personally appeared DANA E. OUTLAW, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA BLANCO is the Deputy City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the ____ day of April, 2015.

Notary Public

My Commission Expires:

CRAVEN COUNTY

By: _____
Chairman, Craven County Board of
Commissioners

(SEAL)

ATTEST:

Clerk, Craven County Board of
Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of April, 2015, before me personally appeared _____, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that GWENDOLYN M. BRYAN is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate described in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the ____ day of April, 2015.

Notary Public

My Commission Expires:

EXHIBIT A

All that certain lot or parcel of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

Lot 785 as more particularly described in Deed Book 1350 at Page 1048, in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 8-037-090.

Being also a portion of that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed recorded June 20, 2013 in Book 3205 at Page 776 of the Craven County Registry.

Subject to any restrictive covenants and easements of record.

**OWNER AFFIDAVIT AND INDEMNITY AGREEMENT
(NO RECENT IMPROVEMENTS AND NO EXECUTORY CONTRACTS FOR IMPROVEMENTS)**

PARTIES: All parties identified in this section must execute this Agreement.

Owner: **CRAVEN COUNTY, a body politic and corporate**

(NOTE: A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

PROPERTY: See "EXHIBIT A" attached hereto and incorporated herein by reference

(Insert street address or brief description and/or attach a description as Exhibit A. Include here any real estate that is a portion of a larger, previously unsegregated tract when that area is reasonably necessary for the convenient use and occupation of Improvements on the larger tract.)

DEFINITIONS: The following capitalized terms as used in this Agreement shall have the following meanings:

- **Improvement:** All or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, including trees and shrubbery, driveways, and private roadways on the Property as defined below.
- **Labor, Services or Materials:** ALL labor, services, materials for which a lien can be claimed under NCGS Chapter 44A, Article 2, including but not limited to professional design services (including architectural, engineering, landscaping and surveying) and/or rental equipment.
- **Contractor:** Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner of real property for the making of an Improvement thereon. (Note that services by architects, engineers, landscapers, surveyors, furnishers of rental equipment and contracts for construction on Property of Improvements are often provided before there is visible evidence of construction.)
- **120-Day Lien Period:** The 120 days immediately preceding the date of recordation of the latter of the deed to purchaser or deed of trust to lender in the Office of the Register of Deeds of the county in which the Property is located.
- **Owner:** Any person or entity, as defined in NCGS Chapter 44A, Article 2, who has or has had any interest in the Property within the 120-Day Lien Period. For the purposes of this Agreement, the term Owner includes: (i) a seller of the Property or a borrower under a loan agreement secured by the Property; (ii) a person with rights to purchase the Property under a contract and for whom an Improvement is made and who ordered the Improvement to be made; and (iii) the Owner's successors in interest and agents of the Owner acting within their authority.
- **Company:** The title insurance company providing the title policy for the transaction contemplated by the parties herein.
- **Property:** The real estate described above or on Exhibit A and any leaseholds, tenements, hereditaments, and improvements placed thereon.
- All defined terms shall include the singular or plural as required by context.

AGREEMENT: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the purchase of the Property by a purchaser and/or the making of a loan by a lender secured by a deed of trust encumbering the Property and the issuance of a title insurance policy or policies by Company insuring title to the Property without exception to liens for Labor, Services or Materials; Owner first being duly sworn, deposes, says and agrees:

1. **Certifications:** Owner certifies that at no time during the 120-Day Lien Period have any Labor, Services or Materials been furnished in connection with a contract, express or implied, for Improvements to the Property (including architectural, engineering, landscaping or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A) nor have any Labor, Services or Materials been furnished on the Property prior to the 120-Day Lien Period that will or may be completed after the date of this affidavit OR only minor repairs and/or alterations to pre-existing Improvements have been made and Owner certifies such repairs and/or alterations have been completed and those providing Labor, Services or Materials for the repairs have been paid in full. The Owner further certifies that no Mechanics Lien Agent has been appointed.

2. **Reliance and Indemnification:** This Agreement may be relied upon by the purchaser in the purchase of the Property, a lender to make a loan secured by a deed of trust encumbering the Property and by Company in issuance of a title insurance policy or policies insuring title to the Property without exception to matters certified in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon Owner and anyone claiming by, through or under Owner.

Owner agrees to indemnify and hold purchaser, lender, and Company harmless of and from any and all loss, cost, damage and expense of every kind, and attorney's fees, costs and expenses, which the purchaser, lender or Company shall or may incur or become liable for, directly or indirectly, as a result of reliance on the certifications of Owner made herein or in enforcement of the Company's rights hereunder.

3. **NCLTA Copyright and Entire Agreement:** This Agreement and any attachments hereto represent the entire agreement between the Owner and the Company, and no prior or contemporaneous agreement or understanding inconsistent herewith (whether oral or written) pertaining to such matters is effective. THIS IS A COPYRIGHT FORM and any variances in the form provisions hereof must be specifically stated in the blank below and agreed to in writing by the Company.

No modification of this Agreement, and no waiver of any of its terms or conditions, shall be effective unless made in writing and approved by the Company.

PROVIDING A FALSE AFFIDAVIT IS A CRIMINAL OFFENSE		
EXECUTION BY OWNER		
<p>CRAVEN COUNTY, a body politic and corporate</p> <p>By: _____</p> <p>Printed or Typed Name/Title: _____</p> <p>(Seal)</p>	<p>State of <u>NORTH CAROLINA</u> County of <u>CRAVEN</u></p> <p>Signed and sworn to (or affirmed) before me this day by</p> <p>_____</p> <p>As _____ of</p> <p><u>Craven County, a body politic and corporate.</u></p> <p>Date: _____</p> <p>_____, Notary Public</p> <p>My Commission Expires: _____</p>	<p>(After Official/Notarial Seal)</p>

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RESOLUTION
1422 Lincoln Street, New Bern, North Carolina

THAT WHEREAS, Craven County and the City of New Bern have received an offer to purchase a parcel of property owned by the County and City identified as 1422 Lincoln Street, and being more particularly described herein; and

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

WHEREAS, the offer to purchase was advertised as required by said statute; and

WHEREAS, the offer to purchase was in the sum of \$4,000.00 by Jimmy F. Dillahunt and Janie Dillahunt; that no increased bids were received; and

WHEREAS, the Board of Commissioners deems it advisable and in the best interest of the County to sell its interest in the subject property to the successful bidder and to convey its interest in said property by quitclaim deed.

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

Section 1. That the last and highest bid of Jimmy F. Dillahunt and Janie Dillahunt, in the sum of \$4,000.00 for said parcel identified as 1422 Lincoln Street, and being more particularly described herein, be and the same is hereby accepted as to the County's interest in said property, and the Chairman, County Manager and/or Clerk be and they are hereby authorized and directed to execute a quitclaim deed to the purchasers for the County's interest in said property.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchasers once the same has been executed on behalf of the County and City, upon payment of the purchase price.

Section 3. That the subject property is more particularly described as follows:

All that certain lot or parcel of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

All of that certain property more fully described in Deed Book 3087 at Page 870 in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 8-013-052.

Being also that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed recorded June 6, 2013 in Book 3202 at Page 275 of the Craven County Registry.

ADOPTED THIS 6th DAY OF APRIL, 2015.

STEVE TYSON, Chairman

(County Seal)

GWENDOLYN BRYAN,
Clerk to the Board

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Prepared by and return to:

Michael Scott Davis
DAVIS HARTMAN WRIGHT PLLC
209 Pollock Street
New Bern, NC 28560

Tax Parcel # 8-013-052
Revenue Stamps \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 24th day of March, 2015, by and between the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina, and **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantors”); to **JIMMY E. DILLAHUNT and wife, JANIE DILLAHUNT**, whose mailing address is _____, (“Grantees”);

WITNESSETH:

That said Grantors for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantors paid by the Grantees, the receipt of which is hereby acknowledged, have remised and released, and by these presents do remise, release and forever quitclaim unto the Grantees, Grantees’ heirs and assigns, the following described property, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

The property herein conveyed does not include the primary residence of a Grantor.

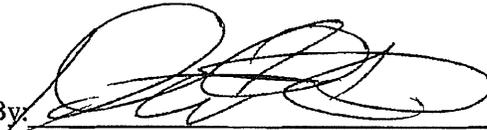
DAVIS HARTMAN WRIGHT PLLC
Attorneys at Law
209 Pollock Street
New Bern, NC 28560

TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantees, Grantees' heirs and assigns, free and discharged from all right, title, claim or interest of the said Grantors or anyone claiming by, through or under the Grantors.

IN TESTIMONY WHEREOF, the **CITY OF NEW BERN** has caused this instrument to be executed as its act and deed by its Mayor, attested by its Deputy City Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Aldermen, and **CRAVEN COUNTY** has caused this instrument to be executed as its act and deed by the Chairman of its Board of Commissioners, attested by its Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Commissioners, as of the day and year first above written.



CITY OF NEW BERN

By: 

Mayor



Deputy City Clerk

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

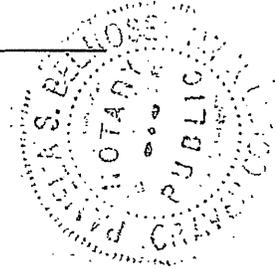
I, Pamela S. Belrose, Notary Public in and for said County and State, do hereby certify that on the 24 day of March, 2015, before me personally appeared DANA E. OUTLAW, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA BLANCO is the Deputy City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the 24 day of March, 2015.

Pamela S. Belrose
Notary Public

My Commission Expires:

9-10-16



CRAVEN COUNTY

By: _____
Chairman, Craven County Board of
Commissioners

(SEAL)

ATTEST:

Clerk, Craven County Board of
Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of _____, 2015, before me personally appeared _____, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that GWENDOLYN M. BRYAN is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate described in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the ____ day of _____, 2015.

Notary Public

My Commission Expires:

EXHIBIT A

All that certain lot or parcel of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

All of that certain property more fully described in Deed Book 3087 at Page 870 in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 8-013-052.

Being also that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed recorded June 6, 2013 in Book 3202 at Page 275 of the Craven County Registry.

Subject to restrictive covenants and easements of record.

**OWNER AFFIDAVIT AND INDEMNITY AGREEMENT
(NO RECENT IMPROVEMENTS AND NO EXECUTORY CONTRACTS FOR IMPROVEMENTS)**

PARTIES: All parties identified in this section must execute this Agreement.

Owner: **CRAVEN COUNTY, a body politic and corporate**

(NOTE: A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

PROPERTY: See "EXHIBIT A" attached hereto and incorporated herein by reference

(Insert street address or brief description and/or attach a description as Exhibit A. Include here any real estate that is a portion of a larger, previously unsegregated tract when that area is reasonably necessary for the convenient use and occupation of Improvements on the larger tract.)

DEFINITIONS: The following capitalized terms as used in this Agreement shall have the following meanings:

- **Improvement:** All or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, including trees and shrubbery, driveways, and private roadways on the Property as defined below.
- **Labor, Services or Materials:** ALL labor, services, materials for which a lien can be claimed under NCGS Chapter 44A, Article 2, including but not limited to professional design services (including architectural, engineering, landscaping and surveying) and/or rental equipment.
- **Contractor:** Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner of real property for the making of an Improvement thereon. (Note that services by architects, engineers, landscapers, surveyors, furnishers of rental equipment and contracts for construction on Property of Improvements are often provided before there is visible evidence of construction.)
- **120-Day Lien Period:** The 120 days immediately preceding the date of recordation of the latter of the deed to purchaser or deed of trust to lender in the Office of the Register of Deeds of the county in which the Property is located.
- **Owner:** Any person or entity, as defined in NCGS Chapter 44A, Article 2, who has or has had any interest in the Property within the 120-Day Lien Period. For the purposes of this Agreement, the term Owner includes: (i) a seller of the Property or a borrower under a loan agreement secured by the Property; (ii) a person with rights to purchase the Property under a contract and for whom an Improvement is made and who ordered the Improvement to be made; and (iii) the Owner's successors in interest and agents of the Owner acting within their authority.
- **Company:** The title insurance company providing the title policy for the transaction contemplated by the parties herein.
- **Property:** The real estate described above or on Exhibit A and any leaseholds, tenements, hereditaments, and improvements placed thereon.
- All defined terms shall include the singular or plural as required by context.

AGREEMENT: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the purchase of the Property by a purchaser and/or the making of a loan by a lender secured by a deed of trust encumbering the Property and the issuance of a title insurance policy or policies by Company insuring title to the Property without exception to liens for Labor, Services or Materials; Owner first being duly sworn, deposes, says and agrees:

1. **Certifications:** Owner certifies that at no time during the 120-Day Lien Period have any Labor, Services or Materials been furnished in connection with a contract, express or implied, for Improvements to the Property (including architectural, engineering, landscaping or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A) nor have any Labor, Services or Materials been furnished on the Property prior to the 120-Day Lien Period that will or may be completed after the date of this affidavit OR only minor repairs and/or alterations to pre-existing Improvements have been made and Owner certifies such repairs and/or alterations have been completed and those providing Labor, Services or Materials for the repairs have been paid in full. The Owner further certifies that no Mechanics Lien Agent has been appointed.

2. **Reliance and Indemnification:** This Agreement may be relied upon by the purchaser in the purchase of the Property, a lender to make a loan secured by a deed of trust encumbering the Property and by Company in issuance of a title insurance policy or policies insuring title to the Property without exception to matters certified in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon Owner and anyone claiming by, through or under Owner.

Owner agrees to indemnify and hold purchaser, lender, and Company harmless of and from any and all loss, cost, damage and expense of every kind, and attorney's fees, costs and expenses, which the purchaser, lender or Company shall or may incur or become liable for, directly or indirectly, as a result of reliance on the certifications of Owner made herein or in enforcement of the Company's rights hereunder.

3. **NCLTA Copyright and Entire Agreement:** This Agreement and any attachments hereto represent the entire agreement between the Owner and the Company, and no prior or contemporaneous agreement or understanding inconsistent herewith (whether oral or written) pertaining to such matters is effective. THIS IS A COPYRIGHT FORM and any variances in the form provisions hereof must be specifically stated in the blank below and agreed to in writing by the Company.

No modification of this Agreement, and no waiver of any of its terms or conditions, shall be effective unless made in writing and approved by the Company.

PROVIDING A FALSE AFFIDAVIT IS A CRIMINAL OFFENSE		
EXECUTION BY OWNER		
<p>CRAVEN COUNTY, a body politic and corporate</p> <p>By: _____</p> <p>Printed or Typed Name/Title: _____</p> <p>(Seal)</p>	<p>State of <u>NORTH CAROLINA</u> County of <u>CRAVEN</u></p> <p>Signed and sworn to (or affirmed) before me this day by</p> <p>_____</p> <p>As _____ of</p> <p><u>Craven County, a body politic and corporate.</u></p> <p>Date: _____</p> <p>_____, Notary Public</p> <p>My Commission Expires: _____</p>	<p>(Place Official/Notarial Seal)</p>

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RESOLUTION

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by it identified as Tax Parcel Number 1-044-264, and more particularly described in Deed Book 3271 at Page 924 in the Craven County Registry (hereinafter the "Real Property"), a copy of said offer is attached hereto as Exhibit A; and

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

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

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

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

ADOPTED THIS 6th DAY OF APRIL, 2015.

STEVE TYSON, Chairman

(County Seal)

GWENDOLYN BRYAN,
Clerk to the Board

NORTH CAROLINA

CRAVEN COUNTY

OFFER TO PURCHASE AND CONTRACT

HICKS PROPANE, INC., as Buyer, hereby offers to purchase and CRAVEN COUNTY, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in Township 1, Craven County, North Carolina, being known as and more particularly described as: Street Address: none assigned Subdivision Name: n/a Tax Parcel ID No.: 1-044-264 Plat Reference: n/a

Being all of that property more particularly described in Deed Book 3271, Page 924 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$2,200.00 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... (b) \$1,700.00 BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

- (a) This contract is not subject to Buyer obtaining financing. (b) The Property must be in substantially the same or better condition at Closing as on the date of this offer... (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... (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 May 31, 2015.

The deed is to be made to: HICKS PROPANE, INC. 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 [Signature] 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:

HICKS PROPANE, INC.

 (SEAL)

By: Roy L. Hicks, Jr., President

Date: _____

SELLER

CRAVEN COUNTY

By: _____ (SEAL)

Its: _____

Date: _____

Buyer Initials  Seller Initials _____

JOB - KITA

RECEIPT		DATE <u>3/24/15</u>	No. <u>010780</u>
RECEIVED FROM <u>Ray H. Cook</u>		\$ <u>500.00</u>	
<u>Five hundred & no/100</u>		DOLLARS	
<input type="radio"/> FOR RENT		<u>98923102-11300-57 Parcel 1-044-214</u>	
<input type="radio"/> FOR			
ACCOUNT		<input checked="" type="radio"/> CASH	
PAYMENT	<u>500.00</u>	<input type="radio"/> CHECK	FROM _____ TO _____
BAL. DUE		<input type="radio"/> MONEY ORDER	
		<input type="radio"/> CREDIT CARD	BY <u>S. D. [Signature]</u>


 Image ID: 000002333483 Type: CRP
 Recorded: 04/15/2014 at 11:10:41 AM
 Fee Amt: \$31.00 Page 1 of 2
 Revenue Tax: \$5.00
 Workflow# 0000112275-0001
 Craven, NC
 Sherri B. Richard Register of Deeds
BK 3271 PG 924

Prepared by: **Zacchaeus Legal Services**
 Return to: **Zacchaeus Legal Services, P.O. Box 25, Trenton, NC 28585**

Revenue Stamps \$5.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

ID# 1 044 264

This deed, made this 14th day of April, 2014, by MARK D. BARDILL, Commissioner, to the County of Craven of P.O. Box 1187, New Bern, 28563, Craven County, North Carolina.

WITNESSETH:

That whereas the said MARK D. BARDILL was appointed Commissioner under an order of the District Court, in the tax foreclosure proceeding entitled Craven County versus Jimmy Jackson and spouse, if any, et al, File No. 08-CVD-1438; and said MARK D. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK D. BARDILL, Commissioner, did on the 10th day of December, 2013, offer the land hereinafter described at a public sale at the Craven County Courthouse door, in New Bern North Carolina, and then and there the said County of Craven became the last and highest bidder for said land for the sum of \$2,139.01; and no upset or increased bid having been made within the time allowed by law, and said sale having been confirmed by said Court, and said MARK D. BARDILL, Commissioner, having been ordered to execute a deed to said purchaser upon payment of the purchase money;

Now, therefore, for and in consideration of the premises and the sum of \$2,139.01, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said County of Craven, and their successors, heirs and assigns that certain parcel or tract of land, situated in Craven County, North Carolina, and described as follows:

That the real property upon which this judgment is a lien is located in Craven County, North Carolina, and is more particularly described as follows:

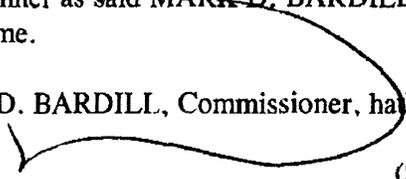
The following parcel or tract of land located in Craven County, North Carolina, and being more particularly described as follows: STARTING at the point where U.S. Highway No. 17 intersects the centerline of the Norfolk and Southern Railroad right-of-way near the Town of Vanceboro and running thence along and with the centerline of U.S. Highway No. 17 in a Southerly direction 181.3 feet and

SLW

running thence North 77 degrees 00 minutes West 900.8 feet to an iron pipe the point and place of beginning and running thence from said point of beginning so located, North 77 degrees 00 minutes West 105.00 feet to an iron pipe and running thence North 13 degrees 00 minutes East 418.14 feet to an iron pipe and running thence South 75 degrees 59 minutes East 105.00 feet to an iron pipe and running thence North 13 degrees 00 minutes East 416.27 feet to an iron pipe the point and place of beginning and containing 1 acre more or less and being Lot No. 3 as shown on that survey entitled "Map for Mary Ruth Lewis" by Joseph Hagler, Jr., Registered Land Surveyor, dated July 6, 1982. Subject to a 24 foot wide easement along Southern Boundary line for ingress, egress, and regress to owner of Lot 4 as described in Deed recorded in Book 1020, Page 630, Craven County Registry. Subject to restrictive covenants and easements of record. Parcel Number: 1 044 264

To have and to hold the aforesaid tract of land, to the said County of Craven, and their successors, heirs and assigns forever, in as full and ample manner as said ~~MARK D. BARDILL~~, Commissioner as aforesaid, is authorized and empowered to convey the same.

In witness whereof, the said ~~MARK D. BARDILL~~, Commissioner, hath hereunto set his hand and seal.



(SEAL)
MARK D. BARDILL, Commissioner

NORTH CAROLINA
CRAVEN COUNTY

I, Shelly D Daugherty of said County, do hereby certify that ~~MARK D. BARDILL~~, Commissioner, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed. Witness my hand and official seal this the 14th day of April, 2014.



Notary Public

My commission expires: 06/05/2017

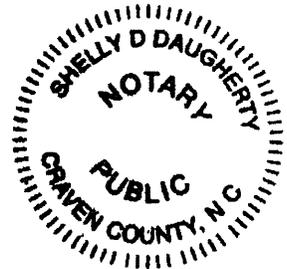


Image ID: 000002333484 Type: CRP
Page 2 of 2

BK 3271 PG 925

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 3/23/2015 12:05:32 PM

Parcel ID : 1-044 -264
Owner : CRAVEN COUNTY
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
Property Address :
Description : LOT 3 MARY LEWIS SURVEY
Lot Description :



Assessed Acreage : 1.000 **Calculated Acreage :** 1.010
Deed Reference : 3271-0924 **Recorded Date :** 4 15 2014
Recorded Survey :
Estate Number :
Land Value : \$13,500 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$13,500
City Name : **Fire tax District :** TOWNSHIP 1
Drainage District : **Special District :**
Land use : AG-MKT AC W/NO CROPS, FOREST

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
4/15/2014	JACKSON, JIMMY	CRAVEN COUNTY	STRAIGHT TRANSFER	\$2,500
7/6/1993	SPELLER, MARY LOUISE	JACKSON, JIMMY	STRAIGHT TRANSFER	\$0

List of Improvements to Site

No improvements listed for this parcel

**OWNER AFFIDAVIT AND INDEMNITY AGREEMENT
(NO RECENT IMPROVEMENTS AND NO EXECUTORY CONTRACTS FOR IMPROVEMENTS)**

PARTIES: All parties identified in this section must execute this Agreement.

Owner: **CRAVEN COUNTY, a body politic and corporate**

(NOTE: A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

PROPERTY: See "EXHIBIT A" attached hereto and incorporated herein by reference

(Insert street address or brief description and/or attach a description as Exhibit A. Include here any real estate that is a portion of a larger, previously unsegregated tract when that area is reasonably necessary for the convenient use and occupation of Improvements on the larger tract.)

DEFINITIONS: The following capitalized terms as used in this Agreement shall have the following meanings:

- **Improvement:** All or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, including trees and shrubbery, driveways, and private roadways on the Property as defined below.
- **Labor, Services or Materials:** ALL labor, services, materials for which a lien can be claimed under NCGS Chapter 44A, Article 2, including but not limited to professional design services (including architectural, engineering, landscaping and surveying) and/or rental equipment.
- **Contractor:** Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner of real property for the making of an Improvement thereon. (Note that services by architects, engineers, landscapers, surveyors, furnishers of rental equipment and contracts for construction on Property of Improvements are often provided before there is visible evidence of construction.)
- **120-Day Lien Period:** The 120 days immediately preceding the date of recordation of the latter of the deed to purchaser or deed of trust to lender in the Office of the Register of Deeds of the county in which the Property is located.
- **Owner:** Any person or entity, as defined in NCGS Chapter 44A, Article 2, who has or has had any interest in the Property within the 120-Day Lien Period. For the purposes of this Agreement, the term Owner includes: (i) a seller of the Property or a borrower under a loan agreement secured by the Property; (ii) a person with rights to purchase the Property under a contract and for whom an Improvement is made and who ordered the Improvement to be made; and (iii) the Owner's successors in interest and agents of the Owner acting within their authority.
- **Company:** The title insurance company providing the title policy for the transaction contemplated by the parties herein.
- **Property:** The real estate described above or on Exhibit A and any leaseholds, tenements, hereditaments, and improvements placed thereon.
- All defined terms shall include the singular or plural as required by context.

AGREEMENT: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the purchase of the Property by a purchaser and/or the making of a loan by a lender secured by a deed of trust encumbering the Property and the issuance of a title insurance policy or policies by Company insuring title to the Property without exception to liens for Labor, Services or Materials; Owner first being duly sworn, deposes, says and agrees:

1. **Certifications:** Owner certifies that at no time during the 120-Day Lien Period have any Labor, Services or Materials been furnished in connection with a contract, express or implied, for Improvements to the Property (including architectural, engineering, landscaping or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A) nor have any Labor, Services or Materials been furnished on the Property prior to the 120-Day Lien Period that will or may be completed after the date of this affidavit OR only minor repairs and/or alterations to pre-existing Improvements have been made and Owner certifies such repairs and/or alterations have been completed and those providing Labor, Services or Materials for the repairs have been paid in full. The Owner further certifies that no Mechanics Lien Agent has been appointed.

2. **Reliance and Indemnification:** This Agreement may be relied upon by the purchaser in the purchase of the Property, a lender to make a loan secured by a deed of trust encumbering the Property and by Company in issuance of a title insurance policy or policies insuring title to the Property without exception to matters certified in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon Owner and anyone claiming by, through or under Owner.

Owner agrees to indemnify and hold purchaser, lender, and Company harmless of and from any and all loss, cost, damage and expense of every kind, and attorney's fees, costs and expenses, which the purchaser, lender or Company shall or may incur or become liable for, directly or indirectly, as a result of reliance on the certifications of Owner made herein or in enforcement of the Company's rights hereunder.

3. **NCLTA Copyright and Entire Agreement:** This Agreement and any attachments hereto represent the entire agreement between the Owner and the Company, and no prior or contemporaneous agreement or understanding inconsistent herewith (whether oral or written) pertaining to such matters is effective.

THIS IS A COPYRIGHT FORM and any variances in the form provisions hereof must be specifically stated in the blank below and agreed to in writing by the Company.

No modification of this Agreement, and no waiver of any of its terms or conditions, shall be effective unless made in writing and approved by the Company.

PROVIDING A FALSE AFFIDAVIT IS A CRIMINAL OFFENSE		
EXECUTION BY OWNER		
<p>CRAVEN COUNTY, a body politic and corporate</p> <p>By: _____</p> <p>Printed or Typed Name/Title: _____</p> <p>(Seal)</p>	<p>State of <u>NORTH CAROLINA</u> County of <u>CRAVEN</u> Signed and sworn to (or affirmed) before me this day by</p> <p>_____</p> <p>As _____ of <u>Craven County, a body politic and corporate.</u></p> <p>Date: _____</p> <p>_____, Notary Public</p> <p>My Commission Expires: _____</p>	<p>(Notary Public Seal)</p>

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BUSINESS ASSOCIATE AGREEMENT

CRAVEN COUNTY

and

SUMRELL, SUGG, CARMICHAEL, HICKS & HART, P.A.

This Business Associate Agreement (“BAA”) effective on the last signature date below, is entered into by and between SUMRELL, SUGG, CARMICHAEL, HICKS & HART, P.A. (“Company”) and CRAVEN COUNTY including all subdivisions, a body politic and corporate of the State of North Carolina (“Covered Entity”).

1. **BACKGROUND AND PURPOSE.** The Parties have entered into, and may in the future enter into, one or more written agreements, that require Company to be provided with, to have access to, and/or to create Protected Health Information (the “Underlying Contract(s)”), that is subject to the federal regulations issued pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) and codified at 45 C.F.R. parts 160 and 164 (“HIPAA Regulations”). This BAA shall supplement and/or amend each of the Underlying Contract(s) only with respect to **Company’s** Use, Disclosure, and creation of PHI under the Underlying Contract(s) to allow Covered Entity to comply with sections 164.502(e) and 164.314(a)(2)(i) of the HIPAA Regulations. **Company** acknowledges that effective January 1, 2010, as a business associate, it is responsible to comply with the HIPAA Security and Privacy regulations pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), including Sections 164.308, 164.310, 164.312 and 164.316 of title 45 of the Code of Federal Regulations. Except as so supplemented and/or amended, the terms of the Underlying Contract(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in this BAA and in each of the Underlying Contract(s).
2. **DEFINITIONS.** Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided, however, that “PHI” and “ePHI” shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. § 160.103, limited to the information **Company** received from or created or received on behalf of Covered Entity as Covered Entity’s Business Associate. “Administrative Safeguards” shall have the same meaning as the term “administrative safeguards” in 45 C.F.R. § 164.304, with the exception that it shall apply to the management of the conduct of **Company’s** workforce, not Covered Entity’s workforce, in relation to the protection of that information.

3. **OBLIGATIONS OF THE PARTIES WITH RESPECT TO PHI.**

3.1. **Obligations of Company.** With regard to its Use and/or Disclosure of PHI, **Company** agrees to:

- a. not Use or Disclose PHI other than as permitted or required by this BAA or as Required By Law. [§ 164.504 (e)(2)(ii)(A)] Effective January 1, 2010, **Company** may Use and Disclose Protected Health Information only if its Use or Disclosure is in compliance with each applicable requirement of section 164.504(e) of title 45 of the Code of Federal Regulations.
- b. use appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. [§ 164.504 (e)(2)(ii)(B)]
- c. report to Covered Entity any Use or Disclosure of PHI not provided for by this BAA of which **Company** becomes aware. [§ 164.504 (e)(2)(ii)(C)]
- d. ensure that any agents and subcontractors to whom it provides PHI received from, or created or received by **Company** on behalf of Covered Entity agree to the same restrictions and conditions set forth in the business associate provisions of the HIPAA Regulations that apply through this BAA to **Company** with respect to such information. [§ 164.504 (e)(2)(ii)(D)]
- e. within twenty (20) days of receiving a written request from Covered Entity, make available to the Covered Entity PHI necessary for Covered Entity to respond to Individuals' requests for access to PHI about them in the event that the PHI in **Company's** possession constitutes a Designated Record Set. [§ 164.504 (e)(2)(ii)(E)] In the event any individual requests access to PHI directly from **Company**, **Company** shall within five (5) business days forward such request to the Covered Entity. Any denials of access to the PHI requested shall be the responsibility of the Covered Entity.
- f. within thirty (30) days of receiving a written request from Covered Entity, make available to the Covered Entity PHI for amendment and incorporate any amendments to the PHI in accordance with 45 C.F.R. Part 164 Subpart E ("Privacy Rule") in the event that the PHI in **Company's** possession constitutes a Designated Record Set. [§ 164.504 (e)(2)(ii)(F)]
- g. within thirty (30) days of receiving a written request from Covered Entity, make available to the Covered Entity the information required for the Covered Entity to provide an accounting of disclosures of PHI as required by the Privacy Rule. [§ 164.504 (e)(2)(ii)(G)] **Company** shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) one of the following, as applicable: (a) a brief statement of the purpose of such disclosure which includes an explanation that reasonably informs the individual of the basis for such disclosure or in lieu of such statement, (b) a copy of a written request from the Secretary of Health and Human Services to investigate or determine compliance with HIPAA; or (c) a copy of the

individual's request for an accounting. In the event the request for an accounting is delivered directly to **Company**, **Company** shall within seven (7) business days forward such request to the Covered Entity.

- h. make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of HHS for purposes of determining Covered Entity's compliance with the Privacy Rule. [§ 164.504 (e)(2)(ii)(H)]
- i. upon the expiration or termination of an Underlying Contract, return to Covered Entity or destroy all PHI, including such information in possession of **Company's** subcontractors, as a result of the Underlying Contract at issue and retain no copies, if it is feasible to do so. If return or destruction is infeasible, **Company** agrees to extend all protections, limitations and restrictions contained in this BAA to **Company's** Use and/or Disclosure of any retained PHI, and to limit further Uses and/or Disclosures to the purposes that make the return or destruction of the PHI infeasible. This provision shall survive the termination or expiration of this BAA and/or any Underlying Contract. [§ 164.504 (e)(2)(ii)(I)]
- j. use reasonable commercial efforts to mitigate any harmful effect that is known to **Company** of a Use or Disclosure of PHI by **Company** in violation of the requirements of this BAA.
- k. implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of ePHI as required by 45 C.F.R. Part 164 Subpart C ("Security Rule"). [§ 164.314 (a)(2)(i)(A)]
- l. ensure that any agent and subcontractor to whom **Company** provides ePHI agrees to implement reasonable and appropriate safeguards to protect ePHI. [§ 164.314 (a)(2)(i)(B)]
- m. report promptly to Covered Entity any successful Security Incident of which **Company** becomes aware [§ 164.314 (a)(2)(i)(C)]; provided, however, that with respect to attempted unauthorized access, Use, Disclosure, modification, or destruction of information or interference with system operations in an information system affecting ePHI, such report to Covered Entity will be made available upon written request.
- n. make its policies, procedures and documentation required by the Security Rule relating to the Safeguards available to the Secretary of HHS for purposes of determining Covered Entity's compliance with the Security Rule. [68 Fed. Reg. 8334, 8359]
- o. Effective January 1, 2010, if **Company** accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in HITECH Sec. 4402(h)(1)), it shall, following the discovery of a breach of such information, notify the Covered Entity of such breach. Such notice shall include the identification of each individual whose unsecured protected health information has been, or is

reasonably believed by **Company** to have been accessed, acquired, or disclosed during such breach. [HITECH Sec. 4402 (b)]

3.2. Permitted Uses and Disclosures of PHI. Except as otherwise specified in this BAA, **Company** may make any and all Uses and Disclosures of PHI necessary to perform its obligations under the Underlying Contract(s). Unless otherwise limited herein, **Company** may:

- a. Use the PHI in its possession for its proper management and administration and to carry out the legal responsibilities of **Company** [§ 164.504 (e)(4)(i)];
- b. Disclose the PHI in its possession to a third party for the purpose of **Company's** proper management and administration or to carry out the legal responsibilities of **Company**, provided that the Disclosures are Required By Law or **Company** obtains reasonable assurances from the third party regarding the confidential handling of such PHI as required under the Privacy Rule [§ 164.504 (e)(4)(ii)];
- c. provide Data Aggregation services relating to the Health Care Operations of the Covered Entity [§ 164.504 (e)(2)(i)(B)]; and
- d. de-identify any and all PHI obtained by **Company** under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule. [§ 164.502 (d)(1)]

3.3. Obligations of Covered Entity. Covered Entity agrees to timely notify **Company**, in writing, of any arrangements between Covered Entity and the Individual that is the subject of PHI that may impact in any manner the Use and/or Disclosure of that PHI by **Company** under this BAA.

4. TERMINATION BY COVERED ENTITY. Should Covered Entity become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by **Company**, the Covered Entity shall provide **Company** with written notice of such breach in sufficient detail to enable **Company** to understand the specific nature of the breach. Covered Entity shall be entitled to terminate the Underlying Contract associated with such breach if, after Covered Entity provides the notice to **Company**, **Company** fails to cure the breach within a reasonable time period not less than thirty (30) days specified by Covered Entity in such notice; provided, however, that such time period specified by Covered Entity shall be based on the nature of the breach involved. [§§ 164.504 (e)(1)(ii)(A), (B) & 164.314 (a)(2)(i)(D)].

5. MISCELLANEOUS.

5.1. Interpretation. The terms of this BAA shall prevail in the case of any conflict with the terms of any Underlying Contract to the extent necessary to allow Covered Entity to comply with the HIPAA Regulations. The bracketed citations to the HIPAA Regulations in several paragraphs of this BAA are for reference only and shall not be relevant in interpreting any provision of this BAA.

5.2. No Third Party Beneficiaries. Nothing in this BAA shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.3. **Amendment.** To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to these revised obligations.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf

Craven County

Sumrell, Sugg, Carmichael, Hicks & Hart, P.A.

By: _____
Steve Tyson, Chairman

By: _____
Jimmie B. Hicks, Jr., Principal

(Date)

(Date)