

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

1. PETITIONS OF CITIZENS
2. CONSENT AGENDA
 - A. Minutes of June 15, 2015 Regular Session and June 1 and June 5, 2015 Reconvened Sessions
 - B. Health Budget Amendment
 - C. Request for Resolution/Proclamation
 - D. Subdivision for Approval
 - E. Tax Releases
3. HOME AND COMMUNITY CARE BLOCK GRANT (HCCBG) FY 15-16
FUNDING RECOMMENDATIONS: Georgia Newkirk, Chair, Craven Aging Planning Board
4. PRESENTATION CONCERNING DISTRACTED DRIVING: Commissioner Sampson, Mr. Sam Dawson
5. FUNDING REQUEST FROM THE BOARD OF EDUCATION: Dr. Lane Mills, Superintendent of Schools

DEPARTMENTAL MATTERS

6. SOCIAL SERVICES – BUDGET AMENDMENTS: Alfreda Stout, Assistant Social Services Director
7. RECREATION – PLAYGROUND UPDATE AND REQUEST: Billy Wilkes, Assistant Recreation Director
 - A. Request for Resolution
 - B. Brick Campaign

8. CARTS: Kelly Walker, CARTS Transportation Director
 - A. Request for Public Hearing
 - B. Request for Approval to Enter into Memorandum of Agreement with the North Carolina State Board of Elections
9. SOLID WASTE – TEMPORARY DISASTER DEBRIS MAINTENANCE SITE:
Rusty Cotton, Solid Waste Director
10. HUMAN RESOURCES – REQUEST FOR CLOSED SESSION: Amber Parker,
Human Resources Director
11. APPOINTMENTS
12. COUNTY ATTORNEY’S REPORT: Jim Hicks
13. COUNTY MANAGER’S REPORT: Jack Veit
14. COMMISSIONERS’ REPORTS
15. CLOSED SESSION

Agenda Date: July 6, 2015

Presenter: _____

Agenda Item No. 1

Board Action Required or Considered: No

PETITIONS OF CITIZENS

Board Action: Receive Information

Agenda Date: July 6, 2015

Presenter: _____

Agenda Item No. 2

Board Action Required or Considered: Yes

CONSENT AGENDA

A. MINUTES OF JUNE 15, 2015 REGULAR SESSION AND JUNE 1 AND JUNE 5, 2015 RECONVENED SESSIONS

The Board will be asked to approve the regular session minutes of June 15, 2015 and June 1 and June 5, 2015 reconvened sessions.

B. HEALTH BUDGET AMENDMENT

The Board will be asked to approve the budget amendment shown as Attachment #2.B.

C. REQUEST FOR RESOLUTION/PROCLAMATION

The Tuscarora of New York will be coming to New Bern July 23-25 commemorating the 300th Anniversary of the end of the Tuscarora War, which lasted from 1711-1715. The sponsors have requested a resolution or proclamation and the Chairman has agreed to welcome the delegation at the Convention Center on July 23. The draft resolution has not yet been composed. Therefore, the Board is requested to authorize staff to compose the document in collaboration with the event sponsors, Family History Society of Eastern North Carolina, and to ratify it at the next meeting.

D. SUBDIVISION FOR APPROVAL

Craven County Planning Director, Don Baumgardner, submitted the following subdivision for the Board's approval.

William Dan Rouse – Final

- Property is owned by Willis and Darlene McCoy and surveyed by Matrix East, PLLC.
- Property is located within Twp. 3, on Willis Rd. (SR 1238)
- Subdivision contains 1 lot on 1.86 acres
- Lot is served by an individual well and an existing individual septic system

The Planning Board has recommended the subdivision for approval.

E. TAX RELEASES

Craven County Tax Administrator, Ronnie Antry, submitted the routine requests for tax releases and refunds contained in Attachment #2.E. for the Board's approval.

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

Agenda Date: July 6, 2015

Presenter: Georgia Newkirk

Agenda Item No. 3

Board Action Required or Considered: Yes

HOME AND COMMUNITY CARE BLOCK GRANT (HCCBG) FY 15-16 FUNDING RECOMMENDATIONS

Georgia Newkirk, Chair, Craven Aging Planning Board, will present the Home and Community Care Block Grant (HCCBG) FY 15-16 funding recommendations as contained in Attachment #3.

All aging service providers requesting Home Care & Community Block Grant (HCCBG) funding were required to have all requests for funding to the lead agency by June 16, 2015.

The Budget Committee, Beth Junak, Linda LeDrew and Joanne Celinski held a meeting on June 22, 2015 at 10 am to review all requests for FY 15 16 funding. Providers were available to answer questions as needed.

The Aging Board met at 10 am on June 23, 2015 to review the Budget Committee's recommendation per provider. There was an oversight in the amount of \$77,732 in HCCBG for Care Management Services provided by DSS.

Havelock Senior Services opted for Craven County DSS to provide all Home Delivered meals in the county with Havelock Senior Services being a drop off location for home delivered meals to be delivered in the Havelock/Harlowe area of the county.

The meeting adjourned and reconvened on June 25 at 1:00 pm. The Budget Committee remained to work on the spreadsheet.

The first spreadsheet shows a distribution for funding at a 17% decrease of provider requests. Havelock Senior Services stated they could provide congregate meals with a decreased dollar amount of HCCBG funding.

The second spreadsheet reflects Havelock Senior Services self-recommended reduction, giving all other providers a 15.35% decrease in their initial requests. The Aging Board voted for the 15.35% decrease to be presented for Craven County Commissioners' approval.

Board Action: Decision for FY 2015-2016 Home and Community Care Block Grant funding allocations.

Agenda Date: July 6, 2015

Presenter: Ray Dawson

Agenda Item No. 4

Board Action Required or Considered: No

PRESENTATION CONCERNING DISTRACTED DRIVING

Commissioner Sampson requested that Mr. Ray Dawson be placed on the agenda to make a video presentation on distracted driving, particularly involving cell phone use.

Board Action: Receive Information

Agenda Date: July 6, 2015

Presenter: Dr. Lane Mills

Agenda Item No. 5

Board Action Required or Considered: Yes

FUNDING REQUEST FROM THE BOARD OF EDUCATION

Superintendent of Schools, Dr. Lane Mills, will present a request concerning the proposed welding program at West Craven High School as detailed in Attachment #5.

Board Action: Consider request.

Agenda Date: July 6, 2015

Presenter: Alfreda Stout

Agenda Item No. 6

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: SOCIAL SERVICES – BUDGET AMENDMENTS

Alfreda Stout, Assistant Social Services Director, will present the following two (2) budget amendments for the Board's approval. (See Attachment #6)

A. REQUEST TO ROLL FORWARD FUNDING TO PURCHASE COMPUTER EQUIPMENT

Craven County Social Services requests to roll forward funding approved in the February 3, 2015 budget amendment for the one time opportunity to purchase computer equipment for Income Maintenance Caseworkers performing tasks in the NC FAST system. Equipment will be reimbursed at a 75% Federal participation rate.

Due to a delayed final approval from the State (not received until June 5), there was insufficient time to complete the purchase of this equipment within fiscal year purchasing and reporting deadlines. However, the State is allowing the purchase of this equipment under the 75% reimbursement rate to take place through August of 2015.

B. REQUEST TO ROLL FORWARD MEDICAID REVENUE

Craven County Social Services requests to roll forward Medicaid revenue that was approved in the March 16, 2015 budget amendment for the transformation of the Vanceboro Work Release Center into a record storage site.

The vendor that was chosen to provide the shelving units for the storage project failed to meet the requirements and deadlines for the project. Unfortunately, there was not enough time remaining in FY 14-15 to order the shelving from another vendor.

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

Agenda Date: July 6, 2015

Presenter: Billy Wilkes

Agenda Item No. 7

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: RECREATION – PLAYGROUND UPDATE AND REQUEST

A. REQUEST FOR RESOLUTION

Assistant Recreation Director, Billy Wilkes, will present a resolution (Attachment #7.A.) in support of building an inclusive playground at Creekside Park. This is a requirement to apply for a non-matching grant through East Carolina Behavioral Health. The grant is called a “Play Together Construction Grant” and the deadline is July 31st.

Board Action: Consider resolution for adoption.

B. BRICK CAMPAIGN

Mr. Wilkes will also introduce and request support for the Buy a Brick Campaign with funds to go towards the development of the inclusive playground at Creekside Park. This campaign will run through the end of November and give individuals the opportunity to buy a brick in honor or memory of someone. (See Attachment #7.B.)

Board Action: Approve support of campaign.

Agenda Date: July 6, 2015

Presenter: Kelly Walker

Agenda Item No. 8

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: CARTS

A. REQUEST FOR PUBLIC HEARING

The Transportation Development Plan for CARTS has been completed. The plan tries to guide CARTS in how to reach/keep as much self-sufficiency as possible. The plan recommends in order to maintain where CARTS is now financially, CARTS needs to look at changing the price structure to agencies that contract with CARTS as well as the prices charged to the public passenger in the Urban area. The changes CARTS is undergoing are a direct result of the designation of the urbanized area. It is within the urbanized area that funding streams change. The federal match on grants is not as favorable as the state rural grants previously used to serve the same area. Federal requirements are that systems have a plan or policy in place that is followed regarding any proposed fare increases or reduction in service. The CARTS policy on Public Comment Process for Fare Increases and Major Service Reduction requires that we hold a public hearing and consider any public comments in determining whether to implement the proposed changes. Based on the recommendation by the TDP, CARTS is proposing a fare increase in the urbanized area and to agencies paying a shared cost per mile for services provided. We are not proposing a service reduction. A copy of the Final Report and TDP action plan will be provided at the meeting. CARTS is requesting to set a public hearing to be held at the next meeting. CARTS will also be prepared to make a quick presentation about the TDP prior to the public hearing. In the interim, CARTS will be holding public information meetings throughout the urbanized area. The Board has a schedule of those meetings. The schedule will also be made available to the public through various resources including but not limited to: the CARTS webpage, e-mail notifications, informational flyers, and newspaper advertisement.

Board Action: Request to set public hearing.

B. REQUEST FOR APPROVAL TO ENTER INTO MEMORANDUM OF AGREEMENT WITH THE NORTH CAROLINA STATE BOARD OF ELECTIONS

Craven Area Rural Transit System (CARTS), as well as other public transportation systems, were contacted by the North Carolina State Board of Elections (NCSBE) to enter into a Memorandum of Agreement for the purchase of transportation services.

The purpose of the transportation is for obtaining photo identification acceptable for voting. The NCSBE will be responsible for arranging the transportation services on behalf of the passenger. NCSBE will be considered an agency contract, and billed accordingly. This agreement, contained in Attachment #8.B, has been reviewed by the County Attorney.

Board Action: Request permission to enter into an agreement with NCSBE.

Agenda Date: July 6, 2015

Presenter: Rusty Cotton

Agenda Item No. 9

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: SOLID WASTE – TEMPORARY DISASTER DEBRIS MAINTENANCE SITE

The Craven County Solid Waste Dept. currently has three (3) Temporary Disaster Debris Management Sites approved by NCDENR. These sites are the Creekside Park Site located centrally in Craven County adjacent to Creekside Recreation Park, the Weyerhaeuser Satellite Woodyard Site located in the western area of Craven County on Weyerhaeuser Road adjacent to the Weyerhaeuser Plant and the Harlowe Site located in the Eastern area of Craven County near the intersection of Hwy. 101 and Blades Road. The Creekside Park Site is our main site where all disaster debris is eventually hauled and processed. The two (2) smaller sites are encouraged by NCDENR to clean up the surrounding areas quicker and to help the areas get back to normal as soon as possible. Disaster Debris can be staged at these sites for up to six (6) months when it is eventually hauled to our main Creekside Park Site for processing.

In August of 2011 Craven County entered into a Storm Debris Storage Agreement with Rudolph F. Taylor for use of his property located near the intersection of Hwy. 101 and Blades Road for depositing and stockpiling storm debris. This Agreement is self renewing on the date signed unless the County is notified in writing sixty (60) days prior to expiration by Mr. Taylor that the lease will not be renewed. The Agreement states that the County shall pay Mr. Taylor \$500.00 per month or any portion of a month that the County shall utilize the site as a debris disposal site, subject to a two (2) month minimum if utilized. (See Attachment #9)

In May of 2015 Mr. Taylor notified the County that he would like to terminate or modify the existing Agreement. Mr. Taylor asks that the County pay \$100.00 per month during the new term of this Agreement with no increase in cost should the County utilize the site as a debris disposal site.

Board Action: Request for Board to authorize the agreement under revised terms.

Agenda Date: July 6, 2015

Presenter: Amber Parker

Agenda Item No. 10

DEPARTMENTAL MATTERS: HUMAN RESOURCES – REQUEST FOR CLOSED SESSION

Human Resources Director, Amber Parker, will request that the Board go into closed session at the end of the meeting to discuss a personnel matter under the authority of NCGS 143-318.11(a)(6).

Agenda Date: July 6, 2015

Presenter: _____

Agenda Item No. 11

Board Action Required or Considered: Yes

APPOINTMENTS

- A. CURRENT
- B. PENDING
- 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: Chris Wetherington, Little Swift Creek (Appointed 2013)
Wishes to be reappointed.

No applications on file.

JUVENILE CRIME PREVENTION COUNCIL

AUTHORIZATION: N.C.G.S. 147-33.66

MISSION/FUNCTION: To assess the needs of juveniles in the community, evaluate the adequacy of resources available and develop or propose ways to address unmet needs.

NUMBER OF MEMBERS:

25 (maximum)

TYPE:

From among the following categories, or in some instances, the designees of the specified position: school superintendent, chief of police, sheriff, district attorney, chief court counselor, area mental health director, social services director, county manager, substance abuse professional, member of faith community, county commissioner, person under the age of 21, juvenile defense attorney, chief district court judge, member of the business community, local health director, non-profit representative, parks and recreation representative, up to seven additional members appointed by the Board of Commissioners

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: 2nd Monday of the month 12:30 p.m.

COMPENSATION: No Yes Specify: _____

Term(s) expiring:

(Reappointment of all is being requested with the exception of Jennifer Knight, who has served more than 10 years. This needs to be a representative of the business community.)

- James Anderson (appointed 2013; at-large position; Principal, St. Paul's)
- Amy Bryant (System of Care Coordinator; representative of AMH/DD/SA)
- Marisa Byer (Health Director's designee)
- Eddie Games (Craven County Recreation)
- Catherine Hardison (appointed 2013; at-large position; United Way)
- Michelle Jerome (appointed 2013; Juvenile Defense Attorney)
- Robert Keeter (appointed 2006; at-large position; Juvenile Court Counselor)
- Jennifer Knight – (Appointed 2001; business community position; needs to be replaced)
- Tony Lee (appointed 2011)
- Mary Mallard (appointed 2006; Chief Court Counselor)
- Billy Mathis (Sheriff's Department designee)
- Carlton Metts (appointed 2013; New Bern Recreation)
- Tracy Monk (appointed 2013; at-large position)
- Clint Rowe (Chief District Court Judge designee)
- Jackie Smith (appointed 2009; District Attorney's designee))

Applications on file: (Attachment # 11.A.1.)

George Royal
Eugene Bauer

EASTERN CAROLINA WORKFORCE DEVELOPMENT BOARD

AUTHORIZATION: Bylaws

MISSION/FUNCTION: "...to perform all functions of a Workforce Investment Board and Local Area as set forth in the Federal Workforce Investment Act (WIA)

NUMBER OF MEMBERS:

18

9

1

TYPE:

2 from private sector, appointed by each member county

1 appointed by each member county, to be recruited to represent community based organizations, organized labor, education agencies, vocational rehabilitation agencies, public assistance agencies, economic development agencies, and public employment service

Additional member from consortium member county from which current chairman appointed

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

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: Bi-monthly, at a time and location determined by the Board

COMPENSATION: No X Yes Specify: _____

Terms ending:

Applications on file: Anthony Cruz (See Attachment # 11.A.2.)

B. CURRENT APPOINTMENTS

CRAVEN COUNTY ABC BOARD

AUTHORIZATION: N.C.G.S. 18B-700

MISSION/FUNCTION: To serve the locality responsibly by controlling the sale of spiritous liquor and promoting customer-friendly, modern and efficient stores.

NUMBER OF MEMBERS:	TYPE:
<u>5</u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

Interest in public affairs, good judgement, knowledge, ability and good moral character

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: Third Tuesday of each month at 5:30 p.m. in the boardroom of the warehouse located at 3493 Martin Drive

COMPENSATION: No Yes Specify: \$150/month

Term(s) ending: Carol Crayton (appointed 2013; wishes to be reappointed)
(See Attachment #11.B.1.)

VOTING DELEGATE – NCACC ANNUAL CONFERENCE

To date four Commissioners have registered for the conference: Commissioners Jones, Liner, McCabe and Sampson.

(See Attachment #11.B.2.)

C. UPCOMING APPOINTMENTS

August

<u>Craven Community Child Protection Team</u>	Debra Kenyear (appointed 2012)
<u>Adult Care Home Advisory Committee</u>	Kathy Nelson (appointed 2012) Jessica James (resigned)
<u>EMS Advisory Council</u>	David Short, Provider (appointed 2013)
<u>Firemen's Relief Fund</u>	Daniel New, Dover (appointed 2013)

Agenda Date: July 6, 2015

Presenter: Jim Hicks

Agenda Item No. 12

Board Action Required or Considered: Yes

COUNTY ATTORNEY'S REPORT

A. Initial Offer to Purchase Real Property – 807 Cedar Street (#8-007-262)

The County and City have received an offer in the amount of \$1,500.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$11,855.16. The current tax value is \$3,760.00. Attachment #12.A contains copies of the offer to purchase, deed, GIS information, and proposed resolution.

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

B. Initial Offer to Purchase Real Property – 1021 Lees Avenue (#8-006-172)

The County and City have received an offer in the amount of \$4,403.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$4,402.44. The current tax value is \$34,730.00. Attachment #12.B contains copies of the offer to purchase, deed, GIS information, and proposed resolution.

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

C. Transfer of 1504 North Hills Drive (#8-063-033) to the City of New Bern

The County acquired ownership of 1504 North Hills Drive, New Bern through a Hazard Mitigation Grant Program (“HMGP”), which is a Federal grant program that provides funds to counties for the purpose of purchasing parcels from individuals that have suffered repetitive loss due to flooding. The County used the HMGP funds to purchase the property from Ryan Spellman on October 9, 2014 for \$93,000.

Prior to the County obtaining ownership of the property, the County and the City of New Bern entered into an informal agreement, whereby the County agreed to apply for HMGP funds to purchase the property with the understanding that it would subsequently be conveyed to the City, and the City would thereafter maintain the property in compliance with Federal regulations applicable under the HMGP.

The Federal Emergency Management Agency (“FEMA”) has approved the County’s proposed transfer of the subject parcel to the City, and the City has also adopted a resolution agreeing to accept the property, and to be bound by the applicable deed restrictions. The Federal regulations pursuant to which the County initially obtained title to the subject parcel require the County to retain a conservation easement over the subject parcel for the purpose of requiring that the City use the property for purposes consistent with applicable Federal regulations (e.g. parks, wetland management, nature reserve and buffer zone).

Attachment #12.C contains copies of the proposed resolution, deed, and additional documentation.

Agenda Date: July 6, 2015

Presenter: Jack Veit

Agenda Item No. 13

COUNTY MANAGER'S REPORT

Agenda Date: July 6, 2015

Presenter: _____

Agenda Item No. 14

COMMISSIONERS' REPORTS

Agenda Date: July 6, 2015

Presenter: _____

Agenda Item No. 15

CLOSED SESSION

Craven County

DISTRIBUTION:

FISCAL YEAR 2015-2016

ORIGINAL: FINANCE
DUPLICATE: DEPARTMENT



BUDGET AMENDMENTS

1. Fund: **GENERAL**

2. Department: **HEALTH/ Risk Reduction**

3. Revenue Account Number(s)	Amount	4. Expenditure Account Number(s)	Amount
101-6700-349-04-00 State Revenues	3,284	101-6700-440-27-00 Advertising	2,500
		101-6700-440-32-40 Other Supplies	784
Total:	3,284	Total:	3,284

Justification or Explanation of Change:

Newly acquired state funds - must be spent by July 31, 2015.
 Funds awarded to educate and support providers & patients about the epidemic of prescription drug overdoses.
 \$2,500 will be used for 1/2 minute Public Service Announcement (PSAs) played at Beartown Cinema for 6 months.
 \$784 will be used to purchase prescription magnets & disposal bags listing the various drop-off sites for proper disposal of prescription drugs.

6/12/2015 nks

	<u>6-12-15</u>		
Department Head	Date	County Manager	Date
County Commissioners/Chairman	Date	Journal Entry Number	Date

Project Lazarus is a public health nonprofit organization which was established in 2008 in response to extremely high drug overdose death rates in Wilkes County, NC (four times higher than the state average). Project Lazarus uses a set of nine strategies to mobilize communities, educate and support providers and patients, reduce drug supply and diversion, reduce harm from available drugs, and to promote safe clinical practice and prescribing. Evaluation of the project showed a 69 % reduction in drug overdose deaths in Wilkes County between 2009 and 2011. This success is what lead to expanding the program to all 100 counties in NC.

Each County was awarded \$3,284 to target a strategy. Craven County has chosen to collaborate with local law enforcement & pharmacies, to conduct safe medication disposal by establishing permanent drug take-back stations in the county. Also public education will be developed and disseminated widely in the county about the location of the drug take-back stations.

CCHD in partnership with CCSAP (Coastal Coalition Substance Abuse and Prevention) has established three Drug Enforcement Administration (DEA) approved take back receptacles in the county. They are located at Carolina East Medical Center, Havelock Police Department, and New Bern Police Department. We would now like to focus on educating citizens of Craven County on the location of these drop boxes and proper prescription medication disposal. The goal of educating the public on how to properly dispose of medications will help limit the availability of those drugs for illegal use.

PLAN:

Other supplies: \$784.00 (these items will be distributed to our Hospice patients, health department patients, and community partners)

- 1. Purchase magnets on proper storage & disposal of medications, also provides a number for patients to call with questions.
- 2. Purchase plastic bags to dispose of medications. The bag lists the names and addresses of all medication drop boxes in the county.

Advertising: \$2,500

1. Contract with Local Movie Theater to run a 30 second media campaign on proper medication storage & disposal for 26 weeks. Moviegoers are sitting and engaged, while waiting for their feature presentation. This type of advertising will allow us to educate a large and diverse population.

TAX804P

CRAVEN COUNTY

PAGE 1

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 07/06/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
BOOK, EVELYN E DID NOT OWN 1/1/2014	0005898 2014-0005635	58.38
BROOME, LEIGH G DID NOT OWN 1/1/2014	0103000 2014-0092935	194.84
BROOME, LEIGH G CORRECTED VALUE OF DISCOVERED PROPERTY	0103000 2014-0093153	1,322.58
BRYANT, CHARLEY L & GLORIA S FORECLOSURE-LIEN EXTINGUISHED	0013364 2008-0007294	37.48
BRYANT, CHARLEY L & GLORIA S FORECLOSURE-LIEN EXTINGUISHED	0013364 2009-0007364	35.71
BRYANT, CHARLEY L & GLORIA S FORECLOSURE-LIEN EXTINGUISHED	0013364 2010-0006798	80.41
BRYANT, GLORIA S FORECLOSURE-LIEN EXTINGUISHED	0084083 2011-0007595	75.63
BRYANT, GLORIA S FORECLOSURE-LIEN EXTINGUISHED	0084083 2012-0007613	70.44
BRYANT, GLORIA S FORECLOSURE-LIEN EXTINGUISHED	0084083 2013-0007489	59.68
BRYANT, GLORIA S FORECLOSURE-LIEN EXTINGUISHED	0084083 2014-0007683	253.01
CAGNEY, MICHAEL JOSEPH NOT TAXABLE TO CRAVEN COUNTY 1/1/14	0095438 2014-0008551	1,338.20
CAMPBELL, JOHNNIE EARL III DID NOT OWN 1/1/2014	0094067 2014-0008774	388.54
CARR, MICHAEL SPICER & SPIRIT REDUCED VALUE PER BILL OF SALE	0104541 2015-0090025	169.31
CHASE, ALISON G DID NOT OWN 1/1/13	0096547 2014-0010189	83.99

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 07/06/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
CHRISTENSON, MICHAEL JOHN MILITARY EXEMPTION	0101868 2014-0010403	68.22
CRONE, ANNA FELTON FORECLOSURE-LIEN EXTINGUISHED	1606950 2014-0012919	32.71
CRONE, ANNA FELTON FORECLOSURE-LIEN EXTINGUISHED	1606950 2013-0012660	35.47
CRONE, ANNA FELTON FORECLOSURE-LIEN EXTINGUISHED	1606950 2012-0013002	44.29
CRONE, ANNA FELTON FORECLOSURE-LIEN EXTINGUISHED	1606950 2011-0013142	47.19
CRONE, ANNA FELTON FORECLOSURE-LIEN EXTINGUISHED	1606950 2010-0011912	129.05
CRONE, ANNA FELTON FORECLOSURE-LIEN EXTINGUISHED	1606950 2009-0013052	59.80
CRONE, ANNA FELTON FORECLOSURE-LIEN EXTINGUISHED	1606950 2008-0013129	63.05
CRONE, ANNA FELTON FORECLOSURE-LIEN EXTINGUISHED	1606950 2007-0012769	66.30
CRONE, ANNA FELTON FORECLOSURE-LIEN EXTINGUISHED	1606950 2006-0012384	67.67
CRONE, ANNA FELTON FORECLOSURE-LIEN EXTINGUISHED	1606950 2005-0012194	70.85
CULLEN, DONNA S DID NOT OWN 1/1/2014	0053686 2014-0093300	86.84
DAVIS, TIMOTHY NOT IN BUSINESS 1/1/14	0089492 2014-0091292	76.55
FORD, JOSEPHINE HRS FORECLOSURE-LIEN EXTINGUISHED	2384100 2014-0019253	666.56

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 07/06/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
FORD, JOSEPHINE HRS FORECLOSURE-LIEN EXTINGUISHED	2384100 2013-0018757	729.80
FORD, JOSEPHINE HRS FORECLOSURE-LIEN EXTINGUISHED	2384100 2012-0019302	455.43
FORD, JOSEPHINE HRS FORECLOSURE-LIEN EXTINGUISHED	2384100 2011-0019469	97.34
FORD, JOSEPHINE HRS FORECLOSURE-LIEN EXTINGUISHED	2384100 2010-0017653	236.81
FORD, JOSEPHINE HRS FORECLOSURE-LIEN EXTINGUISHED	2384100 2009-0019284	353.93
FORD, JOSEPHINE HRS FORECLOSURE-LIEN EXTINGUISHED	2384100 2008-0019229	213.14
FORD, JOSEPHINE HRS FORECLOSURE-LIEN EXTINGUISHED	2384100 2007-0018781	358.35
FORD, JOSEPHINE HRS FORECLOSURE-LIEN EXTINGUISHED	2384100 2006-0018266	5,596.10
FORD, JOSEPHINE HRS FORECLOSURE-LIEN EXTINGUISHED	2384100 2005-0018103	1,888.79
JORDAN, MARY SAMPSON ADJUSTMENT OF RECYCLE REBILL	4040650 2015-0090221	24.00
KEARNEY, JESSIE EDDIE SR ADJUSTMENT FOR RECYCLE REBILL	4075700 2015-0090222	12.00
KOPECKY, GREGORY C MILITARY EXEMPTION	0074631 2014-0091722	110.82
LARABEE, LARRY LEE RELEASED TO JONES COUNTY FOR 2014	4282667 2014-0032936	11.57
LONG, LONNIE ALBERT & GLENDA F DID NOT OWN 1/1/14	4497500 2014-0091812	29.76

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 07/06/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
MARSHBURN, NANCY JANE HRS FORECLOSURE-LIEN EXTINGUISHED	4639980 2014-0036013	55.00
MARSHBURN, NANCY JANE HRS FORECLOSURE-LIEN EXTINGUISHED	4639980 2013-0035255	59.68
MARSHBURN, NANCY JANE HRS FORECLOSURE-LIEN EXTINGUISHED	4639980 2012-0036597	623.53
MARSHBURN, NANCY JANE HRS FORECLOSURE-LIEN EXTINGUISHED	4639980 2011-0036731	75.63
MARSHBURN, NANCY JANE HRS FORECLOSURE-LIEN EXTINGUISHED	4639980 2010-0032997	298.46
MARSHBURN, NANCY JANE HRS FORECLOSURE-LIEN EXTINGUISHED	4639980 2009-0036208	297.93
MARSHBURN, NANCY JANE HRS FORECLOSURE-LIEN EXTINGUISHED	4639980 2008-0036142	352.14
MARSHBURN, NANCY JANE HRS FORECLOSURE-LIEN EXTINGUISHED	4639980 2007-0035434	421.47
MARSHBURN, NANCY JANE HRS FORECLOSURE-LIEN EXTINGUISHED	4639980 2006-0034449	366.00
MARSHBURN, NANCY JANE HRS FORECLOSURE-LIEN EXTINGUISHED	4639980 2005-0033958	115.29
MCLAWHORN, BEVERLY A ADJUSTMENT OF RECYCLE REBILL	0039636 2015-0090229	12.00
MCLEAN, GERALD WILLIAM & AMY D SENIOR EXCLUSION REMOVED IN ERROR	0072593 2015-0090230	190.66
MELTON, BRANDON K & JENNIFER L NOT TAXABLE TO CRAVEN COUNTY	0087238 2014-0092586	21.09
OATES, MELVIN DID NOT OWN 1/1/2012	0063223 2012-0043240	65.32

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 07/06/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
OATES, MELVIN DID NOT OWN 1/1/2013	0063223 2013-0090969	59.94
OATES, MELVIN DID NOT OWN 1/1/2014	0063223 2014-0090612	54.91
ORMOND, JESSE R JR ADJUSTMENT OF RECYCLE REBILL	5492900 2015-0090239	60.00
PAYTON, MARY ADJUSTMENT OF RECYCLE REBILL	0018927 2015-0090241	48.00
PHILLIPS, ELIZABETH ADJUSTMENT OF RECYCLE REBILL	5692675 2015-0090242	36.00
RAJ INTERNATIONAL INVESTMENTS DID NOT OWN 1/1/2014	0011752 2014-0092834	2,195.87
REGAN, JAMES ARTHUR SR DID NOT OWN 1/1/2014	0041864 2014-0090665	8.17
ROACH, RAYMOND EARL ADJUSTMENT OF RECYCLE REBILL	0050473 2015-0090243	36.00
ROACH, TERRENCE WAYNE & BRIGGS NOT TAXABLE TO CRAVEN COUNTY	0039805 2014-0090709	143.06
ROBINSON, JEAN H ADJUSTMENT OF RECYCLE REBILL	0027276 2015-0090244	60.00
ROUSE, CARRIE TYSON ADJUSTMENT FOR RECYCLE REBILL	0040700 2015-0090245	12.00
RUSS, LENOIR PETTY ADJUSTMENT OF RECYCLE REBILL	0048164 2015-0090246	48.00
SCOTT, BEN & REBECCA ANN ADJUSTMENT FOR RECYCLE REBILL	6406500 2015-0090247	24.00
SCOYNEERS, ELISA ADJUSTMENT FOR RECYCLE REBILL	0067064 2015-0090250	24.00

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 07/06/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
SMITH, ANDREW NOT TAXABLE TO CRAVEN COUNTY	0094710 2014-0090749	141.32
SPELLMAN, WILLIE ROY & RENEE B DOUBLE BILLED-SAME ACCOUNT NUMBER	0075539 2013-0093470	136.55
SPELLMAN, WILLIE ROY & RENEE B DOUBLE BILLED-SAME ACCOUNT NUMBER	0075539 2014-0090781	128.46
STANLEY, FANNIE WILSON DWELLING VACANT SINCE 2005	0025978 2012-0054018	44.55
STANLEY, FANNIE WILSON DWELLING VACANT SINCE 2005	0025978 2013-0093482	41.31
STANLEY, FANNIE WILSON DWELLING VACANT SINCE 2005	0025978 2014-0090803	38.07
STEVENS, KATIE S FORECLOSURE-LIEN EXTINGUISHED	6888190 2007-0052028	100.40
STEVENS, KATIE S FORECLOSURE-LIEN EXTINGUISHED	6888190 2008-0052731	60.21
STEVENS, KATIE S FORECLOSURE-LIEN EXTINGUISHED	6888190 2010-0048945	144.50
STEVENS, THOMAS & KATIE FORECLOSURE-LIEN EXTINGUISHED	0086132 2012-0054357	126.89
STEVENS, THOMAS & KATIE FORECLOSURE-LIEN EXTINGUISHED	0086132 2013-0052122	244.84
SWINSON, CHARMIN S FORECLOSURE-LIEN EXTINGUISHED	0098568 2014-0054412	225.64
YATES, BRIAN T DID NOT OWN 1/1/2014	0093702 2014-0093139	9.45
	83 -CREDIT MEMO(S)	23,006.93

REFUNDS SUBJECT TO BOARD APPROVAL ON 07/06/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
	-REFUND(S)	.00

Budget Requests 2016		Requested	Updated				Recommended					
Organization	Program	Budget	Match	HCCBG	Units	Cost	Budget	Match	HCCBG	Units	Cost	
		w/Match		ONLY		Per unit	w Match		Only		P/Unit	17.00%
Transportation	Access Ser	\$ 68,112	\$ 6,811	\$ 61,301	7920	\$ 8.6000	\$ 56,860	\$ 5,686	\$ 51,174	6612	\$ 8.60	\$ 10,421.14
CC Social Services												
	IH Level II	\$ 130,200	\$ 13,020	\$ 117,180	8845	\$ 14.7200	\$ 108,066	\$ 10,807	\$ 97,259	7341	\$ 14.72	\$ 19,920.60
	IH Level III	\$ 86,800	\$ 8,680	\$ 78,120	5897	\$ 14.7200	\$ 72,044	\$ 7,204	\$ 64,840	4894	\$ 14.72	\$ 13,280.40
			\$ -				\$ -					
	Home Delvd	\$ 199,937	\$ 19,994	\$ 179,943	43654	\$ 4.5800	\$ 181,968	\$ 18,197	\$ 163,771	39731	\$ 4.58	\$ 30,590.36
HCCBG	USDA				\$ 30,558		\$ 27,812					
	Congregate	\$ 44,556	\$ 4,456	\$ 40,100	6929	\$ 6.4300	\$ 36,981	\$ 3,698	\$ 33,283	5751	\$ 6.43	\$ 6,817.07
HCCBG	USDA				\$ 4,851		\$ 4,026					
Care Mgmt	Care Mgmt	\$ 86,369	\$ 8,637	\$ 77,732			\$ 71,686	\$ 7,169	\$ 64,518			\$ 13,214.46
							\$ -	\$ -				
Senior Compani	In Home	\$ 32,000	\$ 3,200	\$ 28,800	6531	\$ 4.8997	\$ 26,560	\$ 2,656	\$ 23,904	5421	\$ 4.8997	\$ 4,896.00
Havelock	Congregate	\$ 36,937	\$ 3,694	\$ 33,243	7410	\$ 4.9848	\$ 30,658	\$ 3,066	\$ 27,592	6150	\$ 4.9848	\$ 5,651.36
HCCBG	USDA		\$ -	\$ -	\$ 5,187		\$ 4,305					
Havelock	Home Del	\$ 19,301	\$ 1,930	\$ 17,371	2470	\$ 7.8142	\$ -	\$ -	\$ -	0	\$ 7.8142	\$ 2,953.05
HCCBG	USDA				\$ 1,729		\$ -					
Total w/o USDA		\$ 704,212	\$ 70,421	\$ 633,791			\$ 584,823	\$ 58,482	\$ 526,341			\$ 107,744
Available			\$ -	\$ 526,341					\$ 526,341			\$ 526,046
Difference		\$ 704,212	\$ 70,421	\$ 107,450			\$ 584,823	\$ 58,482	\$ (0)		CARTS	\$ 295
USDA .70 per meal						USDA	\$ 36,143					294 rounding

Attachment #3.

FY 15/16 Craven County HCCBG Allocation \$526,341

Organization	Recommended				
Program	Budget w/match	Match	HCCBG only	Units	Cost per unit
CARTS					
Transportation/Access Service	\$ 57,657	\$ 5,766	\$ 51,891	6704	\$ 8.60
CC Social Services					
IH Level II	\$ 110,214	\$ 11,021	\$ 99,193	7487	\$ 14.72
IH Level III	\$ 73,476	\$ 7,348	\$ 66,129	4992	\$ 14.72
	\$ -				
Home Delivered	\$ 185,560	\$ 18,556	\$ 167,004	40515	\$ 4.58
USDA	\$ 28,361				
Congregate	\$ 37,717	\$ 3,772	\$ 33,945	5866	\$ 6.43
USDA	\$ 4,106				
Care Management	\$ 73,111	\$ 7,311	\$ 65,800		
Coastal Community Action					
Senior Companion	\$ 27,088	\$ 2,709. <i>in kind</i>	\$ 24,379	5529	\$ 4.8997
Havelock Senior Services					
Congregate	\$ 20,000	\$ 2,000	\$ 18,000	4012	\$ 4.9848
USDA	\$ 2,809				
	\$ -	\$ -		0	\$ 7.8142
	\$ -				
	\$ 584,823	\$ 58,482	\$ 526,341		
			\$ 526,341		
			\$ (0)		

Home and Community Care Block Grant for Older Adults

DOA-731

County Funding Plan

County: Craven
July 1, 2015 through June 30, 2016

County Services Summary

Services	A						B	C	D	E	F	G	H	I
	Ser. Delivery (Check One)		Block Grant Funding				Required Local Match	Net Service Cost	USDA Subsidy	Total Funding	Projected HCCBG Units	Projected Reimbursement Rate	Projected HCCBG Clients	Projected Total Units
	Direct	Purch.	Access	In-Home	Other	Total								
Transp.			51891			51891	5765.67	57656.67		57657	6704	8.60	50	6704
Craven Cty Sen Cong	X				33945	33945	3771.67	37716.67	4106	41822.67	5866	6.43	69	5866
HDM	X				167004	167004	18556.00	185560.00	28361	213921.00	40515	4.58	160	40515
Senior Companion	X			24379		24379	2708.78	27087.78		27087.78	5529	4.899700	13	5529
Care Management	X		65800			65800	7311.11	73111.11		73111.11			54	n/a
LVII (DSS)		X		99193		99193	11021.44	110214.44		110214.44	7487	14.72	50	7487
LVIII (DSS)		X		66129		66129	7347.67	73476.67		73476.67	4992	14.72	18	4992
Havelock Cong	X				18000	18000	2000.00	20000.00	2809	22809.00	4012	4.9848		4012
Total			117691	189701	218949	526341	58482.333	584823.3333	35276	620099.33	75105	//////////	414	75105

Signature, Chairman, Board of Commissioners

Date

West Craven High School Electrical System Upgrade

Craven County Schools and Craven Community College have collaborated to offer students college level welding courses through Career and College Promise on the campus of West Craven High School beginning in August 2015. This plan will increase the number of Career and Technical Education courses in which students can gain college credit. The community college has acquired the welders needed to properly teach the welding courses on West Craven's campus. However, the welders require 3 phase/480V power in the shop area. Upon a site review, it was found that the Agricultural Mechanics shop did not have the required sufficient electrical service to power the welders. It was also noted that the Agricultural Education facility was an addition to the original school building. Most current Agricultural Education shop facilities are built with both 240V and 480V services.

After consultation with the CCS Facilities Director, CCS CTE Director, and Duke Energy, it has been determined that the following plan is the most cost effective method for bringing the required electrical service to the agricultural mechanics shop.

- having an additional phase line run from Streets Ferry Rd down High School Rd
- installing a transformer at the corner of High School Rd. and the first school entrance.
- running power to a new service supply at the corner of the Ag Mechanics shop,
- separating the Agriculture addition from the rest of the building (mandated by Duke Energy),
- re-wiring the Agricultural Mechanics shop for 3 phase, 480V supplies for all welders.

The estimated total cost for the project is \$50,000. The cost for Duke Energy supplying power to a new service is \$25,000 and the cost for separation of the Agricultural addition and re-wiring the shop is \$25,000.



North Carolina Department of Health and Human Services
Office of the Controller

Pat McCrory
Governor

Aldona Z. Wos, M.D.
Ambassador (Ret.)
Secretary DHHS

Laketha M. Miller
Controller

June 5, 2015

Mr. Kent Flowers, Jr.
Craven County Department of Social Services
Post Office Box 12039
New Bern, NC 28561-2039

Dear Mr. Flowers, Jr.:

We are pleased to inform you that the NC Department of Health and Human Services has received approval from Centers for Medicare and Medicaid Services (CMS) to allow direct charge purchases of equipment for Income Maintenance caseworkers who determine Medicaid eligibility in the NC FAST system as part of their assigned job duties. You requested on a special ADP plan submitted to the Performance Management Section of the Division of Social Services to direct charge \$93,500.00 worth of equipment to the Medicaid program. Your request to expense this equipment is approved and you may now claim this expenditure for reimbursement. Any sales tax, if in-state, may not be claimed for reimbursement.

To claim reimbursement for these items on the DSS-1571, you will need to use the Part II Code 427, Fund 1 with description "DMA EQUIPMENT 75%". Approved funding amounts will be tracked on the XS411 under the heading DMA EQUIPMENT 75%. Any amount claimed above the approved amount indicated above will be reclassified by the County Administration Accounting Unit to application code 383-ADP Equipment General Administration.

If you have any questions regarding reporting procedures, please contact your Business Liaison or County Administration Accounting Unit at (919) 527-6150.

Sincerely,

Laketha M. Miller

Wayne E. Black, Director
Division of Social Services

LMM/dh

cc: DSS Budget
Jack Rogers

Hank Bowers
Jack W. Chappell

Debbie Hawkins
Myra K. Dixon

DSS LBL

www.ncdhhs.gov • www.ncdhhs.gov/control
Tel 919-855-3700 • Fax 919-733-2604

Location: Spruill Annex, 1050 Umstead Drive • Raleigh, NC 27603
Mailing Address: 2019 Mail Service Center • Raleigh, NC 27699-2019
An Equal Opportunity / Affirmative Action Employer



RESOLUTION
Supporting Application for
“Play Together Construction Grant”

WHEREAS, Craven County is home to a diverse population as well as a popular destination for visitors; and

WHEREAS, Craven County takes pride in its vast array of family-friendly resources for its citizens and visitors; and

WHEREAS, Creekside Park was conceived and developed as a centrally located recreational facility to meet the wide ranging recreational needs of the larger Craven County community; and

WHEREAS, Craven County desires to provide increased accessibility to the park by adding more ADA features.

NOW, THEREFORE, BE IT RESOLVED that the Craven County Board of Commissioners supports the concept of an inclusive playground at Creekside Park, and authorizes the Recreation Department to apply to East Carolina Behavioral Health (ECBH) for a “Play Together Construction Grant” for this purpose in the application cycle ending July 31, 2015.

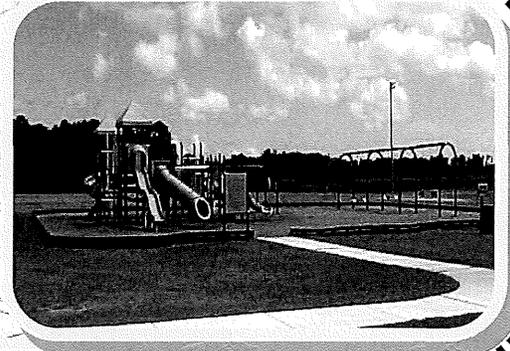
Adopted this 6th day of July, 2015.

Steve Tyson, Chairman
Craven County Board of Commissioners

Gwendolyn M. Bryan, Clerk to the Board

Support
the new

CREEKSIDE PARK PLAYGROUND!



Creekside Park Playground Brick Fundraiser



Please help Craven County as we build a playground for everyone. These bricks will be located at the entrance to the new playground at Creekside. Proceeds will go towards the purchase and installation of our newest playground.



Please make checks payable to: Craven County (memo: Creekside Park Playground)



Mail this form with a check to: Creekside Park Playground Committee
c/o Craven County Recreation Department
406 Craven Street
New Bern, NC 28560



PURCHASER'S NAME

ADDRESS



PHONE

EMAIL

\$100: 4" X 8" BRICK, 3 LINES WITH 20 CHARACTERS PER LINE

\$150: 8" X 8" BRICK, 6 LINES WITH 20 CHARACTERS PER LINE

AGREEMENT FOR TRANSPORTATION SERVICES

This Agreement as set forth herein between Craven Area Rural Transit System (CARTS) (hereafter referred to as "Provider") and **North Carolina State Board of Elections** (hereafter referred to as "Contractor") represents a mutual understanding of the Agreement whereby the Provider will provide the Contractor with certain services to persons designated by the Contractor for service (hereafter referred to as "Passengers") as set forth below.

I. PURPOSE

The purpose of this Agreement is to provide efficient and effective, specialized transportation for the purpose of obtaining photo identification acceptable for voting pursuant to N.C. Gen. Stat. § 163-166.13 to Passengers within the Provider's service area. This contract applies to all programs funded by the Contractor.

II. DEFINITIONS

- A. **Fixed-Route Services:** The term "**Fixed-Route Services**" means transit services offered by the Provider according to a system of providing designated public **transportation** on which a vehicle is operated along a prescribed **route** according to a **fixed** schedule.
- B. **Scheduled Services:** The term "**Scheduled Services**" (also called **para-transit, demand response, or dial-a-ride**) means transit services characterized by the use of passenger automobiles, vans or small buses operating in response to calls from passengers or their agents to the Provider, who then dispatches a vehicle to pick up the passengers and transport them to their destinations. The vehicles do not operate over a fixed route or on a fixed schedule. The vehicle may be dispatched to pick up several passengers at different pick-up points before taking them to their respective destinations and may even be interrupted en route to these destinations to pick up other passengers.
- C. **Provider's Service Area:** The term Provider's Service Area means the area including Craven, Jones, and Pamlico counties.

III. OBLIGATIONS OF PARTIES

- A. Providers offering Fixed-Route Services and the Contractor shall adhere to the terms outlined in Addendum A.
- B. Providers offering Scheduled Services and the Contractor shall adhere to the terms outlined in Addendum B.
- C. Providers offering both Fixed-Route services and Scheduled Services and the Contractor shall adhere to the terms outlined in both Addenda A and B.
- D. General Terms:
 - 1. This Agreement shall take effect on **July 7, 2015** and shall be effective through **December 31, 2016**.
 - 2. Any modification or amendments to this Agreement shall be in writing and, when signed by both parties, shall be made a part of hereof.

3. This Agreement may be terminated at any time with the mutual consent of both parties, and it may be terminated unilaterally by either party upon sixty (60) days written notice to the other.
4. Only Passengers designated by the Contractor may receive services under this Agreement. Except as specifically authorized herein, neither party shall transfer, assign or subcontract any rights or obligations of this Agreement without prior written approval from the other.
5. All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed delivered if personally delivered to the other party or if sent by certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed received on the third business day after the mailing date. All notices or communications between the Contractor and the Provider pertaining to the Agreement shall be addressed as shown below.

<p>Craven Area Rural Transit System (CARTS) Kelly Walker, Transportation Director 2822 Neuse Blvd., New Bern, NC carts@cravencountync.gov (252) 636-4917 (252) 636-4919</p>	<p>North Carolina State Board of Elections Jennifer Faulkner, Voter Outreach Specialist PO Box 27255 Raleigh, NC 27611-7255 Jennifer.faulkner@ncsbe.gov (919) 715-2891 (direct), (919) 268-1119 (cell)</p> <p>Alternate Contact: Voter Outreach Team VoterOutreach.sboe@ncsbe.gov 866-522-4723</p>
--	--

6. Service will be provided during the Provider's regularly scheduled service hours and during inclement weather, in accordance with the policies and procedures of the Provider.
7. No service will be provided on the holidays listed below as well as additional holidays in 2016 as observed by Craven County government, as observed by both parties:

2015

Memorial Day May 25, 2015
 Independence Day July 3, 2015
 Labor Day September 7, 2015
 Veteran's Day November 11, 2015
 Thanksgiving November 26 & 27, 2015
 Christmas December 23, 24 & 25, 2015

2016

New Year's Day January 1, 2016
 Martin Luther King, Jr. Birthday January 18, 2016
 Good Friday March 25, 2016
 Memorial Day May 30, 2016

8. To the extent of its liability insurance coverage, the Provider agrees to indemnify the Contractor of and from any and all personal injury and property damage claims which may result from the Provider's operation of its motor vehicles. The Provider shall provide the contractor proof of insurance upon request.

9. No Federal/State Government Obligations to Third Parties. In connection with performance of the Project, the Contractor agrees that, absent the Federal/State Government's express written consent, the Federal/State Government shall not be subject to any obligations or liabilities to any subrecipient, third party contractor, lessee or other person or entity that is not a party to this Agreement for the Project. Notwithstanding that the Federal/State Government may have concurred in or approved any solicitation, sub-Agreement, or third party contract, the Federal/State Government has no obligations or liabilities to such entity, including any subrecipient, third party contractor, or lessee.
10. Failure to enforce any provision of this contract shall not be constructed as a waiver of such a provision or otherwise affect the validity of this contract.
11. These terms of this Agreement, inclusive of Addendum A and/or Addendum B, constitute the entire Agreement between the Provider and the Contractor, and there are no contemporaneous oral Agreements contrary hereto.
12. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina.
13. If any provision of this contract is adjudicated invalid by any court of competent jurisdiction, the provision deemed invalid will not affect the remainder of this contract.
14. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

IN TESTIMONY WHEREOF, PROVIDER AND AGENCY through their authorized officers and by their own hands have set forth their hands and seals on the day and year written.

NORTH CAROLINA STATE BOARD OF ELECTIONS

By: _____

Kimberly Westbrook Strach, Executive Director

Date: _____

Attested: _____

Date: _____

Craven Area Rural Transit System

By: _____

Steve Tyson, Chairman Craven County Board of Commissioners

Date: _____

Attested: _____

Date: _____

ADDENDUM A: Providers offering Fixed-Route services

I. OBLIGATIONS OF PARTIES

A. The Provider shall:

1. Allow the Contractor to purchase ~~tickets / day passes~~ tickets in bulk at a base rate of \$ 3.00 per ticket, either through
 - a. An internet-based platform maintained by the Provider; or through
 - b. Written order submitted to the Provider either by facsimile or by email in accordance with the information provided in Section C(5) on Page 1. The written order shall include, but is not limited to, the type and number of items to be purchased, the expected total, and the funding source to be charged. For items ordered in this manner, the Provider shall supply the Contractor with an invoice as outlined in Section A(3) below.
2. Mail the requested items to the Contractor within two (2) business days of receiving an order, addressed to:

Jennifer Faulkner, Voter Outreach Specialist
North Carolina State Board of Elections
Post Office Box 27255
Raleigh, North Carolina 27611
3. Submit to the Contractor, on or before the 15th day of each month, an invoice for items provided in the prior calendar month. The Contractor will have thirty (30) calendar days upon receipt of the invoice to bring billing disputes to the attention of the Provider. The Provider reserves the right to make adjustments to the previous month's invoice as necessary. The Provider further reserves the right to refuse billing disputes not brought to its attention within the above-specified time frame.
4. Agree to keep and maintain proper business records of all services and charges provided to the Contractor under this Agreement. The source of these records shall be information supplied to the Contractor and the Provider as recorded by driver route documentation.
5. Make all records maintained by the Provider pertaining to the Agreement available to the Contractor for the purpose of inspection or audit during normal business hours upon reasonable notice.

B. The Contractor shall:

1. Purchase ~~tickets / day passes~~ tickets in bulk according to Section A(1) above.
2. Remit payment to the Provider for purchased items within thirty (30) calendar days upon receipt of the invoice as submitted. Any extension of time for payment must be approved in advance by the Provider.
3. Bring to the attention of the Provider any disputes as to the accuracy of charges for any trip within thirty (30) calendar days of receipt of the invoice.
 - a. The Provider reserves the right to make adjustments on the following month's invoice as necessary.
 - b. The Provider further reserves the right to refuse billing disputes not brought to its attention within the above-specified time frame.
4. Contractor shall remit payments made payable to: Craven Area Rural Transit System, 2822 Neuse Blvd., New Bern, NC 28561

5. Provide Passengers with the items necessary, as purchased from the Provider for the intended purposes, and with trip planning assistance.
6. Notify the Provider of service complaints within forty-eight (48) hours of the completion of the service. Complaints must be supported with written documentation and signed by the person preparing the complaint.
7. Inform Passengers that the services rendered by the Provider, as funded by the Contractor, are not to involve partisan political activities, or any activities that are prohibited by law.

IN TESTIMONY WHEREOF, PROVIDER AND AGENCY through their authorized officers and by their own hands have set forth their hands and seals on the day and year written.

NORTH CAROLINA STATE BOARD OF ELECTIONS

By: _____

Kimberly Westbrook Strach, Executive Director

Date: _____

Attested: _____

Date: _____

Craven Area Rural Transit System

By: _____

Steve Tyson, Chairman Craven County Board of Commissioners

Date: _____

Attested: _____

Date: _____

ADDENDUM B: Providers offering Scheduled Services

I. OBLIGATIONS OF PARTIES

A. The Provider shall:

1. Be responsible for the administration of the program.
2. Comply with all state and local laws and ordinances governing vehicle and driver licensure and operation. The Provider may provide services through a different service contract provided the requirements of this paragraph are complied with and advance notification is given to the Contractor.
3. Agree to keep and maintain proper business records of all services and charges provided to the Contractor under this Agreement. The source of these records shall be information supplied to the Contractor and the Provider as recorded by driver route documentation.
4. Make all books and records maintained by the Provider pertaining to the Agreement available to the Contractor or its representatives for the purpose of inspection or audit during normal business hours upon reasonable notice.
5. Coordinate all trips authorized by the Contractor in a manner intended to maximize on-time performance, vehicle utilization, minimize passenger ride time & deadhead service, while considering Contractor requirements. For these purposes, a trip is considered "On-Time" if the initial pickup is made within +/- 45/15 minutes (forty-five (45) minutes before scheduled pick-up time or fifteen (15) minutes after scheduled pick-up time) of the scheduled time.
6. Provide out-of-area services at the request of the Contractor and upon the arrangement agreed upon by the Provider, if the request can be reasonably accommodated.
7. Provide transportation for Personal Care Attendants (PCA) of passengers requiring additional assistance at no charge, provided that the request is made in advance, their origin and destination are the same, and the PCA is limited to one person.
8. Submit to the Contractor, on or before the **15th** day of each month, an invoice for services provided in the prior calendar month. The Contractor will have thirty (30) calendar days upon receipt of the invoice to bring billing disputes to the attention of the Provider. The Provider reserves the right to make adjustments to the previous month's invoice as necessary. The Provider further reserves the right to refuse billing disputes not brought to its attention within the above-specified time frame.

B. The Contractor Shall

1. Supply the Provider with written service requests for all Passengers, submitted by email or by facsimile in accordance with the information provided in Section C(5) on Page 1, including but not limited to the time, physical address, street address, location of pickups and discharges, as well as the names, telephone numbers, special needs (e.g. vans with wheelchair lift, type of wheelchair), and identify the funding source to be charged. Individual service requests must be submitted by 2:00 PM two (2) days prior to the requested date of service.
2. Supply the Provider with notice of cancellation for prescheduled transportation two hours before the Provider attempts to perform the scheduled transportation. If the trip is not canceled appropriately and is marked a "No Show", the Contractor will be charged a "No Show" fee, which will be calculated to reflect the actual distance and time of the attempt to perform the scheduled transportation using the formula in Section 3(b) below.

3. Reimburse the Provider for transportation services within thirty (30) calendar days upon receipt of the invoice. Any extension of time for payment must be approved in advance by the Provider. Transportation services cost will be calculated according to the following:
 - a. Services rendered will be billed at a base rate of **\$1.35** per revenue mile but may be increased to **\$1.60** per mile if the proposed rate increase is approved. This rate will be adjusted N/A to offset fuel price fluctuations and the Contractor will be notified immediately upon adjustment, in accordance with the information provided in Section C(5) on Page 1. If applicable, adjustments for fluctuations in the price of fuel will be made at the rate of \$.01 per mile per \$.07 per gallon increment above or below the gasoline price of **\$N/A** per gallon.
 - b. Where billing unit is "per service mile", the rates described above will be applied to cover the person whose ride is being financed by the Contractor in relation to the total number of riders on the trip, as represented on a specific route using the following formula:

$$\frac{\text{(Number of Service Miles of a Specific Route) (Rate)}}{\text{Number of Passengers Specific to the Route}}$$

- c. Where billing unit is "per service mile", service miles are defined as all miles generated in the provision of service, from the time the vehicle leaves the Provider's lot or outpost until it returns or begins a separate route. Wait time is defined as anytime a driver spends waiting for a client in excess of fifteen (15) minutes, which prohibits him from servicing other the Provider clients. The Contractor will be invoiced using the above formula. The rates specified above apply to all miles and vehicles used for the provision of the Provider service.
 - d. In the event the Contractor disputes the accuracy of charges for any trip, the Contractor will have thirty (30) calendar days upon receipt of the invoice to bring billing disputes to the attention of the Provider. The Provider reserves the right to make adjustments on the following month's invoice as necessary. The Provider further reserves the right to refuse billing disputes not brought to its attention within the above-specified time frame.
4. Notify the Provider of service complaints within forty-eight (48) hours of the completion of the service. Complaints must be supported with written documentation and signed by the person preparing the complaint.
5. Inform Passengers of their responsibility to arrange for assistance to and from the Provider's vehicle, and of their responsibility to provide any special equipment they will need for the duration of service, recognizing that assistance from the Provider with the following activities will not be permitted: signing passengers in or out of service buildings, entering client's homes or medical facilities for any reason, and moving up and down any number of steps.
6. Inform Passengers of their responsibility to call the Provider on the day of transport in order to confirm their pickup time, and of their responsibility to be prepared forty-five (45) minutes ahead of and for fifteen (15) minutes following their scheduled pick-up time.
7. Inform Passengers that the Provider services, as funded by the Contractor, are not to involve partisan political activities, or any activities that are prohibited by law.
8. Agree to assist in the enforcement of the Provider's policies and in the education of consumers using the system.

IN TESTIMONY WHEREOF, PROVIDER AND AGENCY through their authorized officers and by their own hands have set forth their hands and seals on the day and year written.

NORTH CAROLINA STATE BOARD OF ELECTIONS

By: _____

Kimberly Westbrook Strach, Executive Director

Date: _____

Attested: _____

Date: _____

Craven Area Rural Transit System

By: _____

Steven Tyson, Chairman Craven County Board of Commissioners

Date: _____

Attested: _____

Date: _____

NORTH CAROLINA

STORM DEBRIS STORAGE AGREEMENT

CRAVEN COUNTY

THIS STORM DEBRIS STORAGE AGREEMENT, made and entered into this _____ day of _____, 2015, by and between **CRAVEN COUNTY**, a body politic and corporate (hereinafter "County"), and **RUDOLPH F. TAYLOR**, of Number No. 5 Township, Craven County, North Carolina (hereinafter "Taylor");

W I T N E S S E T H:

WHEREAS, County has need of an area in Township No. 5 of Craven County to potentially deposit and stockpile future storm debris within Craven County; and

WHEREAS, Taylor has agreed to permit County to use that certain parcel of land shown on Exhibit "A" attached hereto and made a part hereof by reference to be used by County as a debris disposal area, which will be operated under the supervision of the Craven County Solid Waste Director and other County personnel; and

WHEREAS, County has agreed to enter into a hold harmless Agreement to the extent that it may legally do so as a condition that County may use the area designated in Exhibit "A" attached hereto.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises, covenants and conveyances contained herein and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Taylor and County, Taylor and County hereby agree as follows:

Prepared By
Sumrell, Sugg, Carmichael, Hicks & Hart, P.A.
416 Pollock Street
New Bern, North Carolina 28560

1. Subject to the conditions and provisions herein set forth, Taylor, his heirs, successors and assigns, grants the right to County to go over, upon and to utilize approximately five (5) cleared acres of land located near the intersection of Hwy. 101 and Blades Road, Parcel ID: 5-014-020 in the Harlowe section of Craven County and more particularly shown on Exhibit "A" attached hereto for the purpose of providing a debris collection site.

2. The tract of land is to be utilized as a debris collection site for the exclusive use by County through a contractor and the North Carolina Department of Transportation to stage debris collected after a disaster and emergency. The debris shall be removed from the collection site by County and transported to the Coastal Regional Solid Waste Management Authority site located in Tuscarora, North Carolina or other approved site for final disposal.

3. The specific purpose is as follows:

a. To deposit and stockpile trees, limbs, leaves, stumps, wood and other debris that has been generated by any natural disasters.

b. To deposit refrigerators, stoves, carpet, furniture and other such items that have been damaged and discarded by owners as a result of the flooding and wind damage from any natural disasters.

c. To deposit any other debris that is not perishable and which would not cause a health hazard which is generated by any natural disaster.

4. This Agreement shall not permit the disposal and stockpiling of perishable materials, dead animals, poultry and other livestock.

5. As a condition of this Agreement, County shall continuously maintain, at its sole expense, the property in such a manner that the deposited debris and material is situated on the site so that the site can be kept in an orderly manner and not become a health hazard to residents of County or to employees and personnel of Taylor.

6. All notices provided in this Agreement shall be in writing and shall be deemed to be given when deposited in the U.S. Mail or by hand delivery and addressed to the following:

Rudolph Taylor
103 Neuisok Drive
Havelock, North Carolina 28532

Craven County
ATTN: County Manager
406 Craven Street
New Bern, North Carolina 28560

7. As a condition of this Agreement granted to County herein, and to the extent allowed by law, County shall protect, indemnify, defend and save harmless Taylor from and against any and all expenses, claims, demands and causes of action of any nature whatsoever, including attorney's fees and expenses, for injury to or death of persons, or loss of or damage to property, occurring on or growing out of, or connected with, County's use of the property shown on Exhibit "A" attached hereto to the extent that County is permitted to do so by law, due to any wrongful misconduct or negligent act or omission by County, County's agents, contractors, officers or employees. This Agreement specifically includes the indemnity provision set forth herein and is meant to be a contractual obligation of County and not a loan of credit prohibited by Section 4, Article 5 of the Constitution of North Carolina.

8. This Agreement shall be governed by the laws of the State of North Carolina. Exclusive venue for any action, whether at law or in equity, shall be Craven County, North Carolina.

9. If any provision of this Agreement shall be determined by a Court of Competent Jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect or impair the validity, legality or enforceability of the remaining provisions contained herein except as otherwise specifically provided herein.

10. The term of this Agreement shall be for a period of one (1) year beginning on the date of this Agreement. The site may be used for a period of up to six (6) months per event in accordance with FEMA regulations. In the event that the leased land is needed by County, Taylor will be notified by County prior to use. County will be allowed to use the entrance road to access the property and also to bring in the necessary equipment and manpower to operate and secure the site.

11. This Agreement is self renewing on the date signed unless County is notified in writing by Taylor sixty (60) days prior to expiration by Taylor that the lease will not be renewed. At the termination of this Agreement, or any extension thereof, County shall repair, replace and otherwise return the property to Taylor in a like condition as it was at the beginning date of this Agreement.

12. County shall pay to Taylor \$100.00 per month during the term of this Agreement.

13. County shall have the right to erect barriers on the property at any point on the disposal area that is utilized by County to prevent parties from accessing the property without permission and at times that are not designated by County.

14. The parties agree to operate and negotiate any matters of conflict that may arise in good faith pertaining to the use of the debris disposal area.

15. This Agreement supersedes any and all prior agreements between the parties as to the use of the property as set forth herein.

IN TESTIMONY WHEREOF, the parties have caused this instrument to be signed and sealed in a manner so as to be binding the day and year first above written.

RUDOLPH TAYLOR (SEAL)

CRAVEN COUNTY

(County Seal)

By: _____
STEVE TYSON
Chairman, Craven County Board of County
Commissioners

ATTESTED BY:

Gwendolyn M. Bryan
Clerk, Craven County Board
of Commissioners

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: _____

Craven County Finance Officer

NORTH CAROLINA
_____ COUNTY

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that **RUDOLPH TAYLOR** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this _____ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires:

NORTH CAROLINA
_____ COUNTY

I, _____, a Notary Public of _____ County, do hereby certify that **GWENDOLYN M. BRYAN** personally appeared before me this day and acknowledged that she is the Clerk of Craven County, a body politic and corporate of the State of North Carolina existing by virtue of the laws of the State of North Carolina, and that by authority duly given and as the act of Craven County, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal, and attested by herself as its Clerk.

WITNESS my hand and notarial seal, this _____ day of _____, 2015.

My Commission Expires:

NOTARY PUBLIC

REC'D JAN 12 2015

Volunteer Board Information and Interest Sheet Craven County, North Carolina

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

Juvenile Crime Prevention Council

Name: George Emerson Royal II Home Phone: (252) 288-9042
Home Address: 1601 New Bern Ave
City: New Bern Zip Code: 28562
Township: _____ City Limits: Yes No
Occupation: Residential Counselor Business Phone: _____
Place of Employment: Methodist Home For Children Fax Number: _____
E-Mail Address: groyal@liberty.edu

(Please indicate your preferred contact number.)

Education

Bachelor's of Science Criminal Justice (East Carolina University)
Currently working on a Master's in Addiction and Recovery (Liberty University)

Business and Civic Experience

Methodist Home For Children
Internship with Family Violence Center in Greenville, NC

Areas of Expertise, Interest, Skills

Working with at-risk juveniles and dysfunctional families.
I am very passionate with helping juveniles reach their goals and dreams.

Why do you want to serve?

I believe that I will be an asset to the board by sharing my different experiences with the youth. I can also learn from experienced board members. Collectively we can resolve the some of the current issues facing juveniles.

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

NA

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

Date: 01/08/2015

Signature: George Emerson Royal II

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

JAN 14 2015

Volunteer Board Information and Interest Sheet Craven County, North Carolina

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

- ① JUVENILE CRIME PREVENTION COUNCIL
- ② RECREATION AND PARKS ADVISORY BOARD
- ③ EASTERN CAROLINA WORKFORCE DEVELOPMENT BOARD

Name: EUGENE G. BAUER Home Phone: 252-633-4601
 Home Address: 111 BOWLING RD.
 City: NEW BERN Zip Code: 28562
 Township: RIVER BEND City Limits: Yes No
 Occupation: RETIRED Business Phone: _____
 Place of Employment: RETIRED Fax Number: _____
 E-Mail Address: genebauer@centurylink.net

(Please indicate your preferred contact number.)

Education

B.S. in Bus. Adm. - DUNCAN UNIV., M.B.A. - XAVIER UNIV.,
MA. Ed. - MALONE UNIV., COURSE WORK COMPLETED Ph.D. - KENT STATE
UNIV.

Business and Civic Experience

EXECUTIVE MANAGEMENT IN PLANT MANAGEMENT, MARKETING AND
OPERATIONS RESEARCH.
WORKING DIRECTLY WITH AT RISK YOUTH AND FAMILIES - DRUG PREVENTION - GANGS.

Areas of Expertise, Interest, Skills

- ① YOUTH - AT RISK - BEHAVIORS, JOB READINESS, EDUCATION, COUNSELING.
- ② PARK AND RECREATION - PLAYGROUND SAFETY.

Why do you want to serve?

TO GIVE BACK TO THE COMMUNITY. HELP DIRECT YOUTH IN A POSITIVE
DIRECTION

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

NONE CURRENTLY

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

Date: 1/11/15 Signature: Eugene G. Bauer

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



Gwendolyn Bryan <gbryan@cravencountync.gov>

Eastern Carolina WDB Appointments

4 messages

Tammy Childers <childers@ecwdb.org>

Wed, Jul 1, 2015 at 9:50 AM

To: "gbryan@cravencountync.gov" <gbryan@cravencountync.gov>

Good Morning Gwen,

As discussed yesterday, due to the requirements of the new Workforce Innovation & Opportunity Act (WIOA) which goes into effect today July 1, 2015, our board representatives have to be reappointed back to the Workforce Development Board as required by WIOA.

To that end, several weeks ago we sent a letter requesting that the county reappoint Mr. John Wilson, HR Manager from BSH and Mr. Bill Greene, VP from BB&T representing the business sector to the Eastern Carolina Workforce Development Board for a two-year term. Additionally, we had requested that the remaining vacancy be filled to represent the health care sector due to the labor appointment being filled in another county.

Since that time, the individual filling the labor appointment [that was filled in Wayne County] has moved out of the area, thereby opening up the organized labor representation on the board, which in the past had always been filled by a Craven County resident representing the International Association of Machinists & Aerospace Workers on site at Fleet Readiness East [the former Craven County board appointments included Mr. Terry Weatherington, Mr. Bobby Lane, Mr. Joe Graeser, and Mr. Ron Knight].

In conversations with Mr. Anthony Cruz who is the current labor representative for the International Association of Machinists & Aerospace Workers, he has agreed to serve as Craven County's appointment to the Workforce Development Board thereby filling the organized labor vacancy. Mr. Cruz completed the Craven County online application yesterday.

In addition to Mr. John Wilson and Mr. Bill Greene, we respectfully request that the Craven County Board of Commissioners consider Mr. Cruz's application and appointment to the board for a two-year term ending June 30, 2017.

Please feel free to call or email me, should you need additional information, or have any questions.

Sincerely,

Tammy Childers

Craven County abc board

Jun 2



to me

The Honorable Steve Tyson,

Good day Steve. I am writing to you today to provide you a quick ABC Board status and to discuss a required ABC Board appointment due to expire, concerning Mrs. Carol Crayton, a resident of Trent River, NC. I believe a brief "state of the system" may be in order. As you know, in the last few years, the Craven County ABC Board has been a model of integrity & excellence in business conduct. We have vastly improved our service and dedication to our customers. We have nearly completed our six stores modernized program (completed in July 2015). We have been a provider of millions of dollars of revenue back to the taxpayers of NC, Craven County and our municipalities in which we serve. Proudly, the Craven County ABC Board ranks in the top ten percent of the systems in NC—improving each year. The credit due comes from many sources to include the Craven County Board of Commissioners and their leadership, mentorship and oversight; our excellent staff and attentive employees; and to the present members of the ABC Board for their vision and excellence in service to our citizens. The fiscal 2014-15 year (also our 80th Anniversary) will be a banner year providing the highest levels of revenue in our history back to the state, county and municipalities, yet we have increased our salaries at the worker levels 17% in the past three years! Three great past years with a *promise* of many more to come! This great progress has come from a shared vision from your level to the ABC Board to our employees. I suggest that we maintain this steady progress and extend these great results forward. I thus make a plea to keep the members of the present board and their assigned positions as is. The present ABC Board has a great mix of gender, age, race, and experience working hard for the citizens of Craven County. We have one appointment required, vice Carol Crayton whose term expires in July 2015. I request you re-appoint Carol for a three year term. She has worked hard to assure that our citizens, system, stores and employees have been provided for on so many levels. Her insight, business background and roots in our county add to the board's work mightily. Our citizens are being well-served by Carol Crayton and the present five member board. Our vision is set and our goals clear: Improve the system to generate more revenue for our citizens.

Thank you and the members of the Craven County Board of Commissioners for all you do for us, our citizens and Craven County.

Respectfully

WR Chip Chagnon
Chairman, Craven County ABC Board



Designation of Voting Delegate to NCACC Annual Conference

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the 108th Annual Conference of the North Carolina Association of County Commissioners to be held in Pitt County, N.C., on August 20-23, 2015.

Signed: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Sheila Sammons by: **Friday, August 7, 2015:**

NCACC
215 N. Dawson St.
Raleigh, NC 27603
Fax: (919) 719-1172
sheila.sammons@ncacc.org
(p) (919) 715-4365

RESOLUTION

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by it identified as Tax Parcel Number 8-007-262, and more particularly described in Deed Book 3071 at Page 182 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 JULY, 2015.

STEVE TYSON, Chairman

(County Seal)

GWENDOLYN BRYAN,
Clerk to the Board

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 6/11/2015 11:29:37 AM

Parcel ID : 8-007 -262
Owner : CRAVEN COUNTY & NEW BERN-CITY OF
Mailing Address : PO BOX 1128 NEW BERN NC 28563
Property Address : 807 CEDAR ST
Description : 807 CEDAR
Lot Description :



Assessed Acreage : 0.000 **Calculated Acreage :** 0.090
Deed Reference : 3071-0182 **Recorded Date :** 3 9 2012
Recorded Survey :
Estate Number :
Land Value : \$3,760 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$3,760
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
3/9/2012	BROWN, AUGUSTUS HRS	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$12,000

List of Improvements to Site

No improvements listed for this parcel

Image ID: 000002087944 Type: CRP
 Recorded: 03/09/2012 at 01:31:14 PM
 Fee Amt: \$50.00 Page 1 of 2
 Revenue Tax: \$24.00
 Workflow# 0000065204-0001
 Craven, NC
 Sherril B. Richard Register of Deeds
BK 3071 pg 182

✓ Prepared by: Zacchaeus Legal Services

Revenue Stamps \$24.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

ID# 8 007 262

This deed, made this 9th day of March 2012, by MARK D. BARDILL, Commissioner, to the County of Craven and the City of New Bern, P.O. Box 1128, New Bern, North Carolina 28563.

WITNESSETH:

That whereas the said MARK D. BARDILL was appointed Commissioner under an order of the District Court, in the tax foreclosure proceeding entitled Craven County versus Augustus Brown and spouse, if any and City of New Bern, et al, File No. 06-CVD-2215; 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 February, 2012, offer the land hereinafter described at a public sale at the Craven County Courthouse door, in New Bern, North Carolina, and then and there the said County of Craven and the City of New Bern became the last and highest bidder for said land for the sum of \$11,855.16; 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 \$11,855.16, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said County of Craven and the City of New Bern, and their successors, heirs and assigns that certain parcel or tract of land, situated in Number Eight Township, Craven County, North Carolina, and described as follows:

All and singular the following described land situate in the city of New Bern, North Carolina, on the south side of Cedar Street between West and Bern Streets, to_wit: BEGINNING on the northern line of lot No. Fifty two according to the plan of the city of New Bern, one Hundred and seven feet and three inches West of the northeastern corner of the said lot and runs westwardly with Cedar Street thirty five feet, thence south and parallel with the eastern line of the said lot 107 feet, 3 inches to lot number 51, thence eastwardly with the line of the said lot 51 thirty five feet, thence northwardly and parallel with the eastern line of the said lot to the beginning.

Subject to restrictive covenants and easements of record.

Parcel Number: 8 007 262

nlw

RESOLUTION

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by it identified as Tax Parcel Number 8-006-172, and more particularly described in Deed Book 3323 at Page 695 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 JULY, 2015.

STEVE TYSON, Chairman

(County Seal)

GWENDOLYN BRYAN,
Clerk to the Board

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 6/11/2015 11:32:15 AM

Parcel ID : 8-006 -172
 Owner : CRAVEN COUNTY & NEW BERN-CITY
 Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
 Property Address : 1021 LEES AVE
 Description : 1021-23 LEES
 Lot Description :



Assessed Acreage : 0.000 Calculated Acreage : 0.120
 Deed Reference : 3323-0695 Recorded Date : 12 15 2014
 Recorded Survey :
 Estate Number :
 Land Value : \$5,460 Tax Exempt : Yes
 Improvement Value : \$29,270 # of Improvements : 2
 Total Value : \$34,730
 City Name : NEW BERN Fire tax District :
 Drainage District : Special District :
 Land use : RESIDENTIAL - ONE FAMILY UNIT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
12/15/2014	BRIMAGE, FRANCISSENA	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$4,500
1/1/1966	BRIMAGE, PALMETTA	BRIMAGE, FRANCISSENA	STRAIGHT TRANSFER	\$0
1/1/1966	BRIMAGE, PALMETTA	BRIMAGE, FRANCISSENA	STRAIGHT TRANSFER	\$0

List of Improvements to Site

Type of Structure	Year Built	Base Area 1st Floor	Value
RESIDENTIAL CONSTRUCTION	1960	1378	\$27,940
GARAGE/SHOP-DETACHED	1970	288	\$1,330

Image ID: 000002409728 Type: CRP
Recorded: 12/15/2014 at 01:49:34 PM
Fee Amt: \$35.00 Page 1 of 3
Revenue Tax: \$9.00
Workflow# 0000125749-0001
Craven, NC
Sherri B. Richard Register of Deeds
BK **3323** PG **695**

NORTH CAROLINA

COMMISSIONER'S DEED

CRAVEN COUNTY

Revenue Stamps: \$9.00
Parcel # 8-006-172

THIS **COMMISSIONER'S DEED**, made and executed this 12th day of December, 2014, by and between **JIMMIE B. HICKS, JR., Commissioner**, pursuant to a judgment of the General Court of Justice, Craven County, North Carolina in an action entitled "Craven County, Plaintiff v. HEIRS, ASSIGNS, OR DEVISEES OF FRANCISSENA BRIMMAGE, et al., Defendants.", Grantor, to **Craven County and the City of New Bern** whose mailing address is: 406 Craven St., New Bern, NC 28560, Grantee.

WITNESSETH:

WHEREAS, said JIMMIE B. HICKS, JR., Commissioner, being empowered and directed by a judgment in the said action, did, on the 25th day of November, 2014, after due advertisement according to law, and as directed by said judgment, expose the land hereinafter described to public sale at the door of the Craven County Courthouse, where and when Grantee became the highest bidder for said land at the public sale in the sum of \$4,402.44;

WHEREAS, on the 25th day of November, 2014, JIMMIE B. HICKS, JR., Commissioner, reported to the Court that Grantee was the highest bidder for said land in the amount of \$4,402.44;

Prepared By
Sumrell, Sugg, Carmichael, Hicks and Hart, P.A.
Attorneys at Law
416 Pollock Street
New Bern, North Carolina 28560

① *Shirley*



Image ID: 000002409729 Type: CRP
Page 2 of 3

BK **3323** PG **696**

WHEREAS, more than 10 days passed after the entry of said bids without any advance or upset bids being offered and the reports thereof were timely filed with the Court; and

WHEREAS, on the 11th day of December, 2014, JIMMIE B. HICKS, JR., Commissioner was ordered by judgment of said Court to execute a deed in fee simple to Grantee;

NOW THEREFORE, in consideration of the premises, the said JIMMIE B. HICKS, JR., Commissioner, as aforesaid, does hereby grant, bargain, sell, and convey to Grantee all of that certain tracts or parcels of land lying and being situated in Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

Two (2) twenty-five (25) foot lots, known and designated as Lots No. 1021 and 1023 Lee's Avenue in the city of New Bern in the subdivision known as Pavie Town according to map or plan of said Pavie Town; which said map or plan is duly recorded in the Office of the Register of Deeds of Craven County in Book 106 at page 385.

This property is also commonly referred to by its tax parcel identification numbers which are 8-006-172.

This property is not the Grantor's primary residence.

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances thereto belonging to the said Grantor, in fee simple forever, in as full and ample manner as said JIMMIE B. HICKS, JR., Commissioner, as aforesaid, is authorized and empowered to convey same.

Regarding Parcel ID 8-006-172 the title conveyed by this Commissioner's Deed is held pursuant to N.C. Gen. Stat. § 105-376, with Craven County having \$3,258.83 in taxes, interest, penalties, fees and costs associated with this matter and the City of New Bern having \$1,143.61 in taxes, interest, penalties, fees and costs associated with this matter, all of which constitute a first and

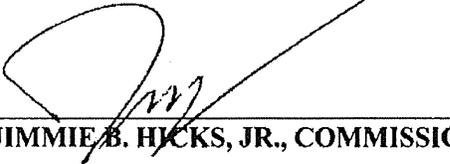


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Page 3 of 3

BK 3323 PG 697

prior lien as of the date of the sale. Upon subsequent sale of this parcel, the proceeds will be distributed between Craven County and the City of New Bern pursuant to N.C. Gen. Stat. § 105-376

IN WITNESS WHEREOF, the said JIMMIE B. HICKS, JR., Commissioner, hath hereunto set his hand and seal the day and year first above written.



JIMMIE B. HICKS, JR., COMMISSIONER (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF PAMLICO

I, Kimberly L. Bazzle, a Notary Public of the County of Pamlico State of North Carolina, do hereby certify that **JIMMIE B. HICKS, JR., Commissioner**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

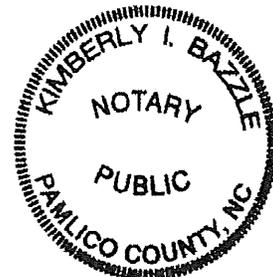
WITNESS my hand and notarial stamp or seal, this 12 day of December 2014.

My Commission Expires:

9/25/18


NOTARY PUBLIC

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

1 inch equals 50 feet



RESOLUTION

1504 North Hills Drive (#8-063-033)
Conveyance of Interests to City of New Bern

THAT WHEREAS, Craven County (the "County") acquired title to certain property more commonly referred to as 1504 North Hills Drive, New Bern, North Carolina, and further identified as Tax Parcel Number 8-063-033 (the "Real Property"), through a Hazard Mitigation Grant Program ("HMGP"), which is a Federal grant program that provides funds to counties for the purpose of purchasing parcels from individuals that have suffered repetitive loss due to flooding; and

WHEREAS, prior to the County obtaining ownership of the Real Property, the County and the City of New Bern (the "City") entered into an informal agreement, whereby the County agreed to apply for HMGP funds to purchase the Real Property with the understanding that it would subsequently be conveyed to the City, and the City would thereafter maintain the property in compliance with the current deed restrictions and Federal regulations applicable under the HMGP; and

WHEREAS, the Federal Emergency Management Agency ("FEMA") has approved the County's proposed transfer of the Real Property to the City, and the City has also adopted a resolution agreeing to accept the Real Property, and to be bound by the applicable deed restrictions and conservations easements referenced therein. The Federal regulations pursuant to which the County initially obtained title to the Real Property require the County to retain a conservation easement over the Real Property for the purpose of requiring that the City use the property for purposes consistent with applicable Federal regulations (e.g. parks, wetland management, nature reserve and buffer zone); and

WHEREAS, the Board of Commissioners is authorized to convey the County's interest in the Real Property to the City, "upon such terms and conditions as it deems wise, with or without consideration", pursuant to North Carolina General Statute §160A-274; and

WHEREAS, the Board of Commissioners deems it advisable and in the best interest of the County to convey its interest in the Real Property to the City by quitclaim deed.

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

Section 1. That the Real Property be conveyed to the City, by quitclaim deed and subject to the deed restrictions and conservation easement referenced therein, without cash consideration.

Section 2. That the Chairman, County Manager and/or Clerk be and they are hereby authorized and directed to execute any and all documents necessary to accomplish the purposes of this Resolution.

ADOPTED THIS 6th DAY OF JULY, 2015.

STEVE TYSON, Chairman

(County Seal)

GWENDOLYN BRYAN,
Clerk to the Board

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NORTH CAROLINA
CRAVEN COUNTY

Tax Parcel #8-063-033
Revenue Stamps \$ 0.00

THIS DEED, made this ____ day of _____, 2015, by and between **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina, whose mailing address is 406 Craven Street, New Bern, North Carolina, 28560, Grantor; and the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina, whose mailing address is 300 Pollock Street, New Bern, North Carolina, 28560, Grantee, is as follows:

WITNESSETH:

That the Grantor in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor paid by the Grantee, the receipt of which is hereby acknowledged, has remised and released, and by these presents does remise, release and quitclaim unto the Grantee the following described property, which said property does not include the primary residence of the Grantor, subject to the conditions, restrictions, reversionary provision and conservation easement described in the habendum clause, below, to wit:

All of 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:

Prepared by:
Sumrell, Sugg, Carmichael, Hicks and Hart, P.A.
Attorneys at Law
416 Pollock Street
New Bern, North Carolina 28560

Commencing at a set mag nail in the centerline intersection of North Hills Drive and North Hills Court and running South 21°07'29" West 253.49 feet to an existing iron pipe, the Point and Place of Beginning. Thence from this Point of Beginning so located running South 14°46'00" West 161.03 feet to a point; thence South 44°59'00" East 61.26 feet to a point; thence South 46°17'00" East 41.74 feet to a point; thence North 43°43'00" East 140.01 feet to a point; thence North 33°38'00" West 160.23 feet to an existing iron pipe; thence along a curve having a length of 42.23 feet, a radius of 50.00, a delta of 48°23'48", a chord bearing of North 80°35' 01" East, and a chord of 40.99 to an existing iron pipe, the point of beginning. Said parcel being all of Lot No. 33 as set forth and delineated on a survey prepared by Robert M. Chiles, P.E. dated July 30, 2014 and attached hereto as Exhibit B and incorporated herein by reference.

The property described herein is being conveyed to Grantee subject to the deed restrictions and covenants more particularly described in the deed recorded in Book 3311, Page 759 in the office of the Register of Deeds of Craven County.

TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee, forever free and discharged from all right, title and interest of the Grantor or anyone claiming by, through or under the Grantor, **subject to the following:**

1. The property described in this deed is being conveyed subject to the conservation easement reserved by Grantor as more particularly described in Exhibit A, attached hereto and incorporated herein by reference, and
2. Pursuant to 44 CFR 80.19(b)(4), the property described in this deed shall immediately and automatically revert back to the Grantor in the event that Grantee ceases to exist or loses its eligible status under 44 CFR 80.19.

The designations Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, as the case may be, and shall include the singular, plural, masculine, feminine or neuter as required by the context.

IN TESTIMONY WHEREOF, the Grantor has executed this instrument in such form as to be binding, this the day and year first above written.

CRAVEN COUNTY

(SEAL)

By: _____
STEVE TYSON, Chairman
Craven County Board of Commissioners

ATTEST:

GWENDOLYN M. BRYAN, 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 STEVE TYSON, 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 described in and which executed the foregoing instrument; that he knows the common seal of said body politic; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic 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 that the said instrument is the act and deed of said body politic.

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

Notary Public

My Commission Expires:

NOTARY SEAL/STAMP MUST
APPEAR LEGIBLY IN BOX
TO THE RIGHT

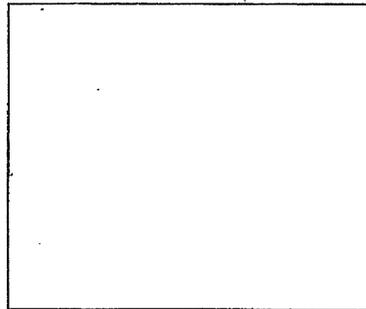


EXHIBIT A

CONSERVATION EASEMENT

RECITALS

Craven County (hereinafter "County") acquired title to the property more particularly described in a deed recorded in Book 3311, Page 759 of the Craven County Registry (hereinafter "Subject Parcel") from Ryan Christopher Spellman on October 15, 2014 under a Hazard Mitigation Grant Program ("HMGP"); and

The Subject Parcel is located within the corporate limits of the City of New Bern ("City"), and the City has expressed an interest in owning the Subject Parcel for purposes which are permissible under the HMGP and corresponding deed restrictions; and

The deed restrictions governing the Subject Parcel and contained in Book 3311, Page 759 of the Craven County Registry provide that the County "shall convey any interest in the property only if the [FEMA] Regional Administrator, through the State, gives prior written approval of the transferee..."; and

The County has received written approval from the Regional Administrator, through the State, to convey the Subject Parcel to the City; and

44 CFR 80.19(b)(3) provides that "[i]f title to the property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement."

FEMA has taken the position that the City is not a public entity with a conservation mission, and, according to 44 CFR 80.19(3), the County may satisfy its obligation to convey the Subject Parcel subject to a conservation easement if "[a]t the time of title transfer, the [County] ... retain[s] such conservation easement, and record[s] it with the deed."

CONSERVATION PURPOSES

The purpose of this Conservation Easement is to ensure that the Subject Parcel is used by the City, its successors and assigns in compliance with the provisions of 44 CFR 80.19.

RESERVATION OF CONSERVATION EASEMENT

The County hereby reserves a conservation easement, as more particularly described below, in favor of itself, its successors and assigns, as well as any other governmental agencies that may be entitled to enforce same, pursuant to the provisions of 44 CFR 80.19. The use of the Subject Parcel by the City or its successors/assigns shall be governed by the terms of 44 CFR 80.19, the provisions of which are incorporated herein by reference.

ARTICLE I. OPEN SPACE REQUIREMENTS

The Subject Parcel shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions.

(1) These uses may include: Parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses FEMA determines compatible with this part.

- (i) Allowable uses generally do not include: Walled buildings, levees, dikes, or floodwalls, paved roads, highways, bridges, cemeteries, landfills, storage of any hazardous or toxic materials, above or below ground pumping and switching stations, above or below ground storage tanks, paved parking, off-site fill or other uses that obstruct the natural and beneficial functions of the floodplain.
- (ii) In the rare circumstances where the Administrator has determined competing Federal interests were unavoidable and has analyzed floodplain impacts for compliance with § 60.3 of Title 44, Chapter I, Subchapter B of the Code of Federal Regulations or higher standards, the Administrator may find only USACE projects recognized by FEMA in 2000 and improvements to pre-existing Federal-aid transportation systems to be allowable uses.

(2) No new structures or improvements will be built on the Subject Parcel except as indicated below:

- (i) A public facility that is open on all sides and functionally related to a designated open space or recreational use;
- (ii) A public restroom; or
- (iii) A structure that is compatible with open space and conserves the natural function of the floodplain, which the Administrator approves in writing before the construction of the structure begins.

(3) Any improvements on the Subject Parcel shall be in accordance with proper floodplain management policies and practices. Structures built on the Subject Parcel according to 44 CFR 80.19(a)(2) of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State or local ordinance, and in accordance with criteria established by the Administrator.

(4) No Federal entity or source may provide disaster assistance for any purpose with respect to the Subject Parcel, nor may any application for such assistance be made to any Federal entity or source.

(5) The Subject Parcel is not eligible for coverage under the NFIP for damage to structures on the Subject Parcel occurring after the date of the property settlement (From Ryan Spellman to Craven County), except for pre-existing structures being relocated off the Subject Parcel as a result of the project.

ARTICLE II. SUBSEQUENT TRANSFER

The City, including its successors/assigns, shall convey any interest in the property only if the Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

(1) The request by the City or its successors/assigns, through the State, to the Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

(2) The City or its successors/assigns may convey a property interest only to a public entity or to a qualified conservation organization. However, the City or its successors/assigns may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of 44 CFR 80.19, with the prior approval of the Regional

Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

(3) If title to the Subject Parcel is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in 44 CFR 80.19, including the easement holder's responsibility to enforce the easement. This shall be accomplished in accordance with the procedures set forth in 44 CFR 80.19(b)(3).

(4) Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in 44 CFR 80.19 and must incorporate a provision for the property interest to revert in accordance with the provisions of 44 CFR 80.19(b)(4).

ARTICLE III. INSPECTION

FEMA, its representatives and assigns, as well as the State of North Carolina, shall have the right to enter upon the Subject Parcel, at reasonable times and with reasonable notice, for purposes of ensuring that the provision of 44 CFR 80.19, this conservation easement and the deed restrictions contained in the deed recorded in Book 3311, Page 759 of the Craven County Registry are being complied with.

ARTICLE IV. ENFORCEMENT

The County, the State of North Carolina, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Subject Parcel back into compliance if the Subject Parcel is not maintained according to the terms of this conservation easement and 44 CFR 80.19. The relative rights and responsibilities of FEMA, the State of North Carolina, the County, and subsequent holders of the property interest at the time of enforcement, shall include the following:

(1) The State of North Carolina will notify the County and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

(i) If the County or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State of North Carolina shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

- (ii) FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:
 - (A) Withholding FEMA mitigation awards or assistance from the State and County; and current holder of the property interest;
 - (B) Requiring transfer of title. The County or the current holder of the property interest shall bear the costs of bringing the Subject Parcel back into compliance with the terms of the grant; or
 - (C) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State of North Carolina, the County, and their respective successors.

U.S. Department of Homeland Security
FEMA Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341



FEMA

June 1, 2015

Nicholas Burk
Section Manager Hazard Mitigation Grants
North Carolina Department of Public Safety
Division of Emergency Management
4236 Mail Service Center
Raleigh, North Carolina 27699-4236

Attention: Sharon Winstead

RE: HMGP 4019-0027: Craven County Acquisition - Property Transfer

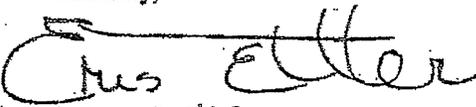
Mr. Burk:

This is in response to your request dated May 7, 2015. Accordingly, Craven County requests to transfer property purchased with Hazard Mitigation Grant Program (HMGP) funds to the City of New Bern. The parcel (8-063-033) is located at 1504 North Hills, New Bern, North Carolina was purchased in the Hurricane Irene buyout project for Craven County. The City of New Bern would like to own, maintain, and utilize this property subject to the "open space" provisions outlined in 44 CFR 80.19.

FEMA Mitigation staff and General Counsel have reviewed the information provided to support your request and find no prohibiting factors. Therefore FEMA concurs with NCEM's assessment and determination allowing for transfer of the above referenced parcel to the City of New Bern. Please ensure the City of New Bern adheres to the "monitoring and reporting" section of 44 CFR 80.19(d).

If you have any further questions, please contact Victor Geer, HMA Specialist, of my staff at (770) 220-5659

Sincerely,


Jacky Bell, Chief
Hazard Mitigation Assistance Branch
Mitigation Division