

**AGENDA  
CRAVEN COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
MONDAY, AUGUST 3, 2015  
7:00 P.M.**

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE MINUTES OF JULY 6, 2015 REGULAR SESSION AND JUNE 15, 2015 RECONVENED SESSION

1. PETITIONS OF CITIZENS
2. CARTS MATTERS
  - A. Request for Memorandum of Agreement with State Board of Elections: Ted Fitzgerald, Lead Voter Outreach Specialist, NC State Board of Elections
  - B. Transportation Development Plan Presentation: Kelly Walker, Transportation Director
  - C. Public Hearing for Proposed Fare Increase
3. INTERFAITH REFUGEE MINISTRY PRESENTATION: Susan Husson, Executive Director
4. PRESENTATION CONCERNING TARGET SHOOTING IN CROATAN NATIONAL FOREST: Jim Gumm, District Ranger
5. PRESENTATION ON STREAM DEBRIS REMOVAL PROJECT: Patrick Baker, Natural Resources Conservationist; Chad Strawn, Assistant Planning Director; Gene Hodges, Assistant County Manager – Facilities/Operations
6. REQUEST FOR RESOLUTION – “STEPPING UP” INITIATIVE: Commissioner Dacey

DEPARTMENTAL MATTERS

7. SOCIAL SERVICES – BUDGET AMENDMENT: Alfreda Stout, Deputy Director, Social Services

8. REGISTER OF DEEDS – BUDGET AMENDMENT: Sherri Richard, Register of Deeds and Jack Veit, County Manager
9. RECREATION – REQUEST TO DEED SPRING GARDEN LANDING AND COWPEN LANDING TO NC WILDLIFE COMMISSION: Eddie Games, Recreation Director
10. TAX: Ronnie Antry, Tax Administrator
  - A. Tax Releases and Refunds
  - B. 2014 Tax Collection Settlement
  - C. Charge to the Tax Collector
  - D. 2016 Revaluation Update and Schedule: Ronnie Antry and Glenn Jones, Chief Appraiser
11. EMERGENCY SERVICES – REQUEST FOR MEMORANDUM OF AGREEMENT WITH CITY OF NEW BERN FOR 911 BACK UP: Stanley Kite, Emergency Services Director
12. PLANNING
  - A. FY 13 FMA Elevation Project Contract Award Recommendation: Reed Whitesell, Holland Consulting Planner
  - B. Subdivision for Approval – Elizabeth W. Ipock: Don Baumgarnder, Planning Director
13. FINANCE – BUDGET AMENDMENT: Rick Hemphill, Assistant County Manager – Finance/Administration
14. APPOINTMENTS
15. COUNTY ATTORNEY’S REPORT: Jim Hicks
16. COUNTY MANAGER’S REPORT: Jack Veit
17. COMMISSIONERS’ REPORTS

Agenda Date: August 3, 2015

Presenter: \_\_\_\_\_

Agenda Item No. 1

Board Action Required or Considered: No

## PETITIONS OF CITIZENS

**Board Action: Receive Information**

Agenda Date: August 3, 2015

Presenters: Kelly Walker, Ted Fitzgerald

Agenda Item No. 2

Board Action Required or Considered: Yes

## CARTS MATTERS

### A. REQUEST FOR MEMORANDUM OF AGREEMENT (MOA) WITH STATE BOARD OF ELECTIONS

At the Board's last meeting, Transportation Director, Kelly Walker, presented a request for adoption of the Memorandum of Agreement shown as Attachment #2.A. The Board requested that an elections representative appear to provide clarification concerning some of the questions that arose at that time.

**Board Action: Consideration adoption of the MOA.**

### B. REQUEST FOR APPROVAL OF THE TRANSPORTATION DEVELOPMENT PLAN

The Craven County Transportation Development Plan Final Report was completed June 2015. It is the result of months of work by Wendel Companies and Craven County staff.

This plan was made public at the Craven County Board of Commissioner's Meeting July 6, 2015. Craven Area Rural Transportation System has discussed this plan at multiple public information meetings. It has also been on the CARTS webpage. Comments received thus far regarding this plan have been positive.

The Transportation Development Plan (TDP), if approved, will serve as a guide for CARTS operations over the course of the next year. The primary goal of year one of the transition into being a small urban, as well as rural system, is to minimize the impacts to riders, agencies, and Craven County. The TDP assesses the steps necessary to move forward with that goal.

CARTS would like to request a final opportunity for public comment regarding this plan. After those comments, if any, are heard CARTS would like to request approval of the TDP.

**Board Action: Request approval of the Transportation Development Plan after Public Hearing**

C. REQUEST PUBLIC HEARING TO BE HELD AND APPROVAL OF THE PROPOSED FARE INCREASE

The Transportation Development Plan Final Report 2015 completed by Wendel Companies recommends a fare structure for Craven Area Rural Transit System (CARTS) based on demand and cost figures. We are considering the fare structure to be a fare increase because we are asking that passengers previously not required to pay a fare begin doing so. Those passengers not paying a fare were riding under the Elderly and Disabled Transportation Assistance Program (EDTAP) which is no longer available in the urbanized area. This proposed fare increase is a direct result of the changes in funding due to the designation of the New Bern urbanized area. The proposed fare increase is purposefully designed to only affect the areas affected by those funding changes.

CARTS is also asking a change in the structure of fees charged to contracting agencies paying a shared cost per mile. Currently, some contracts pay a shared cost per revenue mile and some pay a shared cost per service mile. CARTS is asking that all contract agencies pay a shared cost per revenue mile and that amount reflect the fully allocated cost of operating CARTS. This price would be applicable regardless of the transportation services being considered "rural" or "urban" services.

CARTS held multiple public information meetings regarding the proposed fare structure.

A general summary of the comments received so far is a concern regarding the financial impact to passengers previously not contributing to the cost of the transportation services received. (See Attachment #2.C.) Those same commenters also agreed that the proposed fare increase is reasonable and necessary to sustain the services provided by CARTS.

**Board Action: Public hearing then approval of the Transportation Development Plan, including the proposed fare increase**

Agenda Date: August 3, 2015

Presenter: Susan Husson

Agenda Item No. 3

Board Action Required or Considered: No

### **INTERFAITH REFUGEE MINISTRY PRESENTATION**

At the Board's request, Executive Director Interfaith Refugee Ministry, Susan Husson, will appear to inform the Board of the activities of Interfaith Refugee Ministry.

**Board Action: Receive information.**

Agenda Date: August 3, 2015

Presenter: Jim Gumm

Agenda Item No. 4

Board Action Required or Considered: No

**PRESENTATION CONCERNING TARGET SHOOTING IN CROATAN NATIONAL FOREST**

Attachment # 4 contains documents Mr. Gumm is using to close the Croatan National Forest to target shooting. This closure has no impact on lawful hunting.

**Board Action: Receive information.**

Agenda Date: August 3, 2015

Presenters: Patrick Baker, Chad Strawn, Gene Hodges

Agenda Item No. 5

Board Action Required or Considered: Yes

### **PRESENTATION ON STREAM DEBRIS REMOVAL PROJECT**

Patrick Baker, Natural Resources Conservationist; Chad Strawn, Assistant Planning Director; and Gene Hodges, Assistant County Manager-Facilities/Operations, will make a presentation on the Stream Debris Removal Project, as detailed in Attachment #5.

**Board Action: Approval of County funding for snagging and beaver management, and award of the contract to the recommended contractor.**

Agenda Date: August 3, 2015

Presenter: Commissioner Dacey

Agenda Item No. 6

Board Action Required or Considered: Yes

### **REQUEST FOR RESOLUTION – “STEPPING UP” INITIATIVE**

Commissioner Dacey will present the resolution appearing as Attachment #6 for the Board's consideration.

**Board Action: Consider adoption of resolution.**

Agenda Date: August 3, 2015

Presenter: Alfreda Stout

Agenda Item No. 7

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: SOCIAL SERVICES – BUDGET AMENDMENT**

Alfreda Stout, Deputy Director, Social Services, will present the budget amendment contained in Attachment #7 to adjust line items to align with funds awarded for the Home & Community Care Block Grant (HCCBG) from the Division of Aging for Fiscal Year 2015/16.

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

Agenda Date: August 3, 2015

Presenters: Sherri Richard, Jack Veit

Agenda Item No. 8

Board Action Required or Considered: Yes

## **DEPARTMENTAL MATTERS: REGISTER OF DEEDS – BUDGET AMENDMENT**

Register of Deeds, Sherri Richard, and County Manager, Jack Veit, will present the following budget amendment of for the Board's consideration.

### **Backfile Scanning Project 2015/2016**

Searching historic property records in Craven County is about to get a whole lot easier. Within the next year, all land records from 1739 to the present will be available for viewing from any computer, anywhere, anytime. This should reduce the time that it takes to perform a title/property search and therefore, reduce the time and cost involved in closing a loan.

The backfile scanning project also insures that **all** of our records are backed up and can be recreated in case of a catastrophic event such as flooding or fire.

Our vendor, Cott Systems, will bring their equipment to our office and scan everything on-site. The original plan this year was essentially to catch the images up with the indexes which would have been the documents from 1983 forward to 1994. The rest of the project was broken down into a 5 year plan and we had budgeted to that end. However, we have seen the benefit of having the vendor go ahead and scan everything at once instead of bringing their staff and equipment back and forth from Ohio.

The Cott scanning team is currently in Pitt County performing the same function that it will be providing for us. We would like to get the contracts signed in time to have them come directly here from Greenville. This is a time consuming process and we don't want to lose the opportunity to get them while they're close. If we miss this chance, it may be six months or more before we can get them back.

The total cost of the scanning project is \$213,500. This will include scanning all records from 1739 to present; the scanning of the index books with book and page linkage to the scanned document; the redaction of all Social Security and drivers' license numbers using sophisticated OCR; and a quality control process to be sure that each scanned page is as neat and clean as it can be.

**Board Action: A roll call vote will be needed to approve budget amendment if approved.**

Agenda Date: August 3, 2015

Presenter: Eddie Games

Agenda Item No. 9

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: RECREATION – REQUEST TO DEED SPRING GARDEN LANDING AND COWPEN LANDING TO NC WILDLIFE COMMISSION**

On November 1, 2004, the Craven County Commissioners approved allowing the NC Wildlife Commission to take ownership and control of the Maple Cypress boat landing and also to make future improvements to the Cowpen and Spring Garden sites. On June 18, 2007, Craven County entered into an agreement with NC Wildlife to provide free public boating access at Cowpen and Spring Garden. In 2011, NC Wildlife completed the renovation of the Spring Garden site and in 2014 completely renovated Cowpen Landing. In 2012, Recreation Director, Eddie Games, had conversations with officials from NC Wildlife to either enter into a partnership with NC Wildlife or deed the properties over to them whereas they would be fully responsible for the maintenance and upkeep of both locations. On June 18, 2013, the County acquired the deed for the Spring Garden boat landing site. This property previously belonged to the Craven County School Board, which for years agreed to allow the County to operate the boat landing. After acquiring the property from the school board in 2013 and having the Cowpen site renovated in 2014, it seemed more feasible to transfer ownership of both of these properties to the NC Wildlife Commission. The NC Wildlife Commission will fully maintain and operate both sites. The County will benefit from this transaction by lowering our maintenance cost of mowing both properties yearly plus eliminating any liability. NC Wildlife Commission will also be able to better monitor the sites and enforce wildlife violations. We are requesting to transfer the deeds of both Cowpen and Spring Garden Landings over to the NC Wildlife Commission.

**Board Action: Approval of transaction.**

Agenda Date: August 3, 2015

Presenters: Ronnie Antry, Glenn Jones

Agenda Item No. 10

Board Action Required or Considered: Yes

## DEPARTMENTAL MATTERS: TAX

### A. TAX RELEASES AND REFUNDS

Craven County Tax Administrator, Ronnie Antry, will present the routine requests for tax releases and refunds contained in Attachment #10.A. for the Board's approval.

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

### B. 2014 TAX COLLECTION SETTLEMENT

NCGS 105-373 requires that before he is charged with collection of the tax levy for the current year, the tax collector must make settlement of the previous year's levy. The attached documents provide that information. (See Attachment #10.B.)

**Board Action: Vote to accept the 2014 tax collection settlement and enter the same into the minutes.**

### C. CHARGE TO THE TAX COLLECTOR

NCGS 105-321(b) requires that after he has settled the collection of the 2014 taxes, the tax collector is charged with collection of the tax levy for the current year.

**Board Action: Adopt the order for the collection of 2015 taxes and enter the same into the minutes.**

### 2016 REVALUATION UPDATE AND SCHEDULE

The revaluation effort is underway which will culminate in notices being mailed next February. Mr. Antry and Mr. Jones would like to update the Board on their activities thus far and plan for things coming up for the near future.

**Board Action: Receive information**

Agenda Date: August 3, 2015

Presenter: Stanley Kite

Agenda Item No. 11

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: EMERGENCY SERVICES – REQUEST FOR  
MEMORANDUM OF AGREEMENT (MOA) WITH THE CITY OF NEW BERN  
FOR 911 BACK UP**

Craven County Emergency Services has been working with the New Bern Police Department Communications Division Director to establish a Memorandum of Agreement for Emergency failures of the 911 Centers. The document has been reviewed by staff and Mr. Hicks and has been presented to the New Bern Board of Aldermen for approval. Approval by the Craven County Board of Commissioners is needed.

This document is mandated as part of the planning process for backup 911 facilities and we must comply by June 2016. Emergency Services Director, Stanley Kite, will present the Memorandum of Agreement contained in Attachment #11 to the Commissioners on August 3, 2015 and ask for their approval and signature of the Chairman.

**Board Action: Approve and authorize the Chairman to execute the document.**

Agenda Date: August 3, 2015

Presenter: Reed Whitesell, Don Baumgardner

Agenda Item No. 12

Board Action Required or Considered: Yes

## DEPARTMENTAL MATTERS: PLANNING

### A. FY 13 FMA ELEVATION PROJECT CONTRACT AWARD RECOMMENDATION

A bid opening for the Craven County FY13 Flood Mitigation Elevation Project was held on July 16th. Bids were received by twenty-five (25) regional general contractors.

Contract awards as recommended:

<u>Unit Address</u>	<u>Contractor</u>	<u>Amount</u>
Unit #1 / 902 Spar Ct.	Paul Woolard Construction	\$113,577
Unit #2 / 3302 Country Club Rd.	IMEC	\$126,100
Unit #3 / 1616 Brice's Creek Rd.	Paul Woolard Construction	\$88,245
Unit #4 / 214 Riverside Dr.	IMEC	\$85,300
Unit #5 / 127/129 Duck's Way	IMEC	\$109,400

Note: Contract Award Memo and bid tab are contained in Attachment #12.A.

**Board Action: A vote to approve the contract award is needed to move forward with the project.**

### B. SUBDIVISION FOR APPROVAL

Craven County Planning Director, Don Baumgardner, will present the following subdivision for the Board's approval. The Planning Board met on July 27th and recommended the subdivision for approval:

Elizabeth W. Ipock – Final

-Property is owned by Elizabeth W. Ipock and surveyed by Gaskins Surveying, PLS

-Property is located within Twp. 8, off of Ipock Ln.

-Parcel ID 8-224-015

-Subdivision contains 4 lots on 14.587 acres

-Lots proposed to be served by community water and individual septic systems

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

Agenda Date: August 3, 2015

Presenter: Rick Hemphill

Agenda Item No. 13

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: FINANCE – BUDGET AMENDMENT**

Assistant County Manager of Finance/Administration, Rick Hemphill, will present the following budget amendment for the Board's approval. (See Attachment #13).

**Amendments:** IT Dept/Capital Reserve – Two Information Technology projects were started in FY '15 and will be finished in FY '16. Funding of \$27,500 for video arraignment project (Juris Link) and \$13,250 for mobile software upgrade (New World) is needed from Capital Reserve to complete these projects.

**Board Action: A roll call vote is needed to approve the budget amendment.**

Agenda Date: August 3, 2015

Presenter: \_\_\_\_\_

Agenda Item No. 14

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):**

HAVELOCK BOARD OF ADJUSTMENT

AUTHORIZATION: Havelock City Code – Article XI

MISSION/FUNCTION: \_\_\_\_\_

\_\_\_\_\_

NUMBER OF MEMBERS:

7

1

1

TYPE:

City of Havelock

Extraterritorial Jurisdiction (County)

Extraterritorial alternate (County)

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

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

LENGTH OF TERMS: 3 Years

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

**Term(s) ending:** ETJ Alternate vacancy pending since March

**Application on file:** Reuben Mikul (Attachment # 14.A.)

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 attorney, chief district court judge, member of the community, local health director, non-profit representative, parks and recreation up to seven additional Board of

defense

business

representative,

members appointed by the

Commissioners

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: 2<sup>nd</sup> Monday of the month 12:30 p.m.

COMPENSATION: No X    Yes     Specify: \_\_\_\_\_

**Term(s) expiring:**    Jennifer Knight (needs to be a representative of the business community.)

**No applications on file.**

**B. CURRENT APPOINTMENTS**

**CRAVEN COUNTY COMMUNITY CHILD PROTECTION TEAM**

AUTHORIZATION: NCGS 7B-1406

MISSION/FUNCTION: To respond to child protection needs before a child is harmed by taking action to identify and address gaps or deficiencies in services and resources through the annual report to the County Board of Commissioners, collaboration with community partners, promoting public awareness and advocating for action that addresses the child protection needs of each county.

NUMBER OF MEMBERS:  
11-16

TYPE:  
DSS Director, DSS staff member, law enforcement officer, attorney from DA's office, executive director of local community action agency, public School superintendent or designee, member of DSS Board, mental health professional, Guardian ad Litem Coordinator, Public Health Director, local health care provider, EMS/firefighter, District Court Judge, Commissioners appointees from other county agencies or community at-large

QUALIFICATIONS:  
LENGTH OF TERMS:  
MEETING SCHEDULE:

Stated above.  
As set by respective agencies, position and Commissioners'  
Quarterly; January, April, July, October

**Term(s) ending:**

Debra Kenyear (Appointed 2012)

**No applications on file.**

ADULT CARE HOME ADVISORY COMMITTEE

AUTHORIZATION: N.C.G.S.131D-31

MISSION/FUNCTION: Work to maintain the intent of the Domiciliary Home Residents Bill of Rights within the licensed homes in the County; to promote community involvement and cooperation with domiciliary homes to ensure quality care for the elderly and disabled adults

NUMBER OF MEMBERS:  
9-11

TYPE:  
Dictated by the number of homes in the county; homes have right to recommend 25% of appointees

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

Cannot be employed by or have a relative in an adult care home.

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: \_\_\_\_\_

COMPENSATION: No  Yes  Specify: \_\_\_\_\_

**Term(s) ending:** Kathy Nelson (Appointed 2012)  
Jessica James (Resigned)

**No applications on file.**

EMS (EMERGENCY MEDICAL SERVICES) ADVISORY COUNCIL

AUTHORIZATION: Bylaws

MISSION/FUNCTION: Develops and recommends for approval by the Board of Commissioners standards of care, procedures and actions which will maintain and improve the quality of emergency Medical Services for the residents of Craven County.

NUMBER OF MEMBERS:  
28

TYPE:  
County Manager (or representative), County Emergency Services Director, Representative from each Craven County Emergency Medical Services Provider, representative from each authorized First Responder Provider, hospital president (or designee), Craven County Medical Director, physician nominated by Craven County Medical Society, representative from Craven County Communications, representative from Craven County Firemen's Association, hospital Emergency Room Supervisor, citizen (non-provider affiliated), Community College Dean of Continuing representative nominated by Craven County Enforcement Association, representative hospital aboard MCAS Cherry Point, ad hoc members (ECCOG EMS Director, OEMS Coordinator, American Red Cross

Education, Law from naval

Regional Director

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

(See above)

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: Bi-monthly

COMPENSATION: No  Yes  Specify: \_\_\_\_\_

**Term(s) ending:** David Short, Provider (Appointed 2013)  
Reappointment is requested.

**No applications on file.**

**FIREMEN'S RELIEF FUND BOARD OF TRUSTEES**

**AUTHORIZATION:** NCGS 58-84-30

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

**NUMBER OF MEMBERS:**  
5 per department

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

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

**LENGTH OF TERMS:** 2 Years

**MEETING SCHEDULE:** As necessary

**COMPENSATION:** No  Yes  Specify: \_\_\_\_\_

**Term(s) ending:** Daniel New, Dover (Appointed 2013)  
Reappointment is requested

**No applications on file.**

## **C. UPCOMING APPOINTMENTS**

### **September**

Clean Sweep

Robert Blair (Appointed 2012)  
Len Long (Appointed 2012)

Adult Care Home Advisory

Susan Mathes (Appointed 2012)

Emergency Medical Services

Crystal Tew (Appointed 2012)

Jury Commission

James Muse (Appointed 2013)

### **October**

Community Child Protection Team

Dawn Gibson (Appointed 2012)

Adult Care Home Advisory

Linda Chagnon (Appointed 2012)

### **November**

Firemen's Relief Fund

Donald Rottman (Appointed 2013)

Agricultural Advisory Committee

Jackie Anderson (Appointed 2009)  
Dale Dawson (Appointed 2009)

Agenda Date: August 3, 2015

Presenter: Jim Hicks

Agenda Item No. 15

Board Action Required or Considered: Yes

## COUNTY ATTORNEY'S REPORT

### A. Initial Offer to Purchase Real Property – 612 Murphy Street (#3-C-07-003)

The County and Town of Cove 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 \$1,328.26. Attachment #15 A contains copies of the offer to purchase, deed, GIS information, and proposed resolution. The Town will consider this request at a subsequent meeting.

Should the County and Town 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 Town may accept or reject the final offer.

### B. Initial Offer to Purchase Real Property – 2973 NC Hwy 43 (#1-052-088)

The County has have received an offer in the amount of \$2,500.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$3,167.15. The current tax value is \$41,430.00. Attachment #15.B. contains copies of the offer to purchase, deed, GIS information, and proposed resolution.

Should the County 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 may accept or reject the final offer.

### C. Initial Offer to Purchase Real Property – 735 W NC Hwy 55 (#8-218-066)

The County and City have received an offer in the amount of \$4,000.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$3,529.80. The current tax value is \$23,850.00. Attachment #15.C. 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.

D. Transfer of 1306 Kinston Street (#8-014-321) to the City of New Bern

The County acquired ownership of 1306 Kinston Street, 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 Jimmy and Janie Dillahunt on April 27, 2015 for \$175,697.00.

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 #15.D. contains copies of the a proposed resolution authorizing the conveyance of the subject parcel to the City of New Bern, a proposed deed, and the FEMA approval letter.

Agenda Date: August 3, 2015

Presenter: Jack Veit

Agenda Item No. 16

## **COUNTY MANAGER'S REPORT**

Agenda Date: August 3, 2015

Presenter: \_\_\_\_\_

Agenda Item No. 17

## **COMMISSIONERS' REPORTS**

## 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  <a href="mailto:carts@cravencountync.gov">carts@cravencountync.gov</a>          (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  <a href="mailto:Jennifer.faulkner@ncsbe.gov">Jennifer.faulkner@ncsbe.gov</a>          (919) 715-2891 (direct), (919) 268-1119 (cell)</p> <p>Alternate Contact: Voter Outreach Team  <a href="mailto:VoterOutreach.sboe@ncsbe.gov">VoterOutreach.sboe@ncsbe.gov</a>          866-522-4723</p>
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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~~ 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~~ 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.

**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: \_\_\_\_\_

## Summary of Public Information Comments

There were a total of eleven (11) public information opportunities made available between July 9 and July 22. Various methods of notifying the public about the meetings were utilized.

There were four (4) specific questions asked on the Public Comment Form:

1. Was it explained to you that the proposed fare increase is based on the recommendation of the Transportation Development Plan?
2. Was the Transportation Development Plan explained to you?
3. Were your questions about the proposed fare increase answered?
4. Were your questions about the Transportation Development Plan answered?

100% of the respondents indicated Yes for questions 1 and 2.

100% of the respondents indicated Yes or wrote N/A for questions 3 and 4.

Summary of Written/Verbal comments:

Request for service changes: 5

Cost concerns: 4

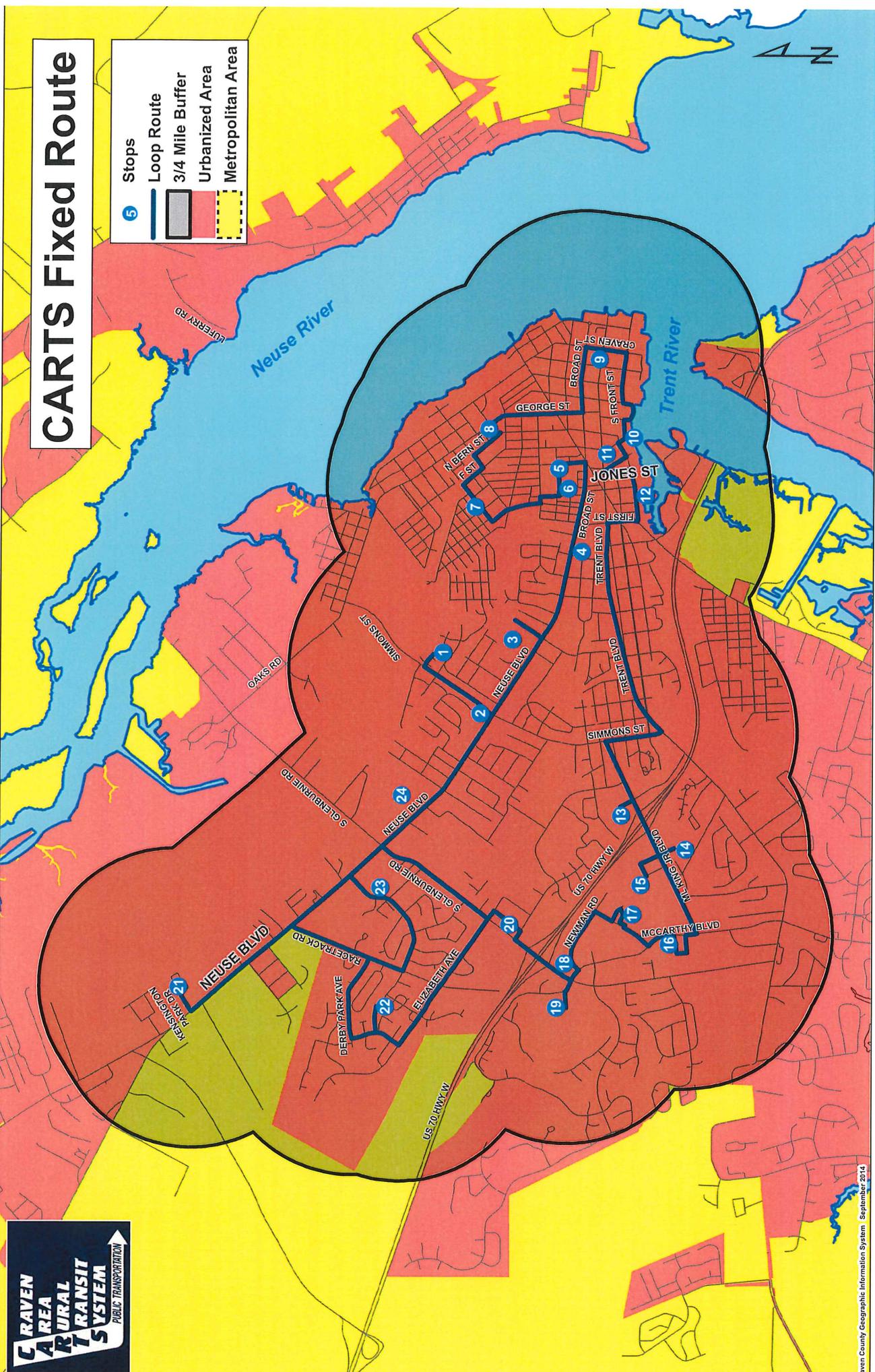
Appreciate the service: 3

Agree with fare increase: 3+ (not all verbal comments recorded)

# CARTS Fixed Route

**Stops**

- Loop Route
- 3/4 Mile Buffer
- Urbanized Area
- Metropolitan Area



**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
NATIONAL FORESTS IN NORTH CAROLINA**

**Croatan National Forest**

**Order Number: 08-11-03-15-07**

**Emergency Closure of the Croatan National Forest**

Pursuant to the provisions of 36 CFR Section 261.58 (m), it is hereby ordered that the following act is prohibited on the Croatan National Forest.

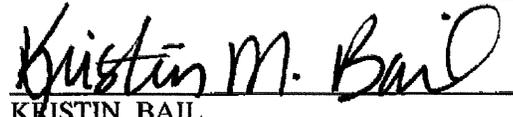
**For public health and safety, discharging a firearm is prohibited within the Croatan National Forest unless it occurs in the lawful taking of wildlife.  
36 CFR 261.58 (m)**

This order is in effect from **July 13, 2015 thru November 10, 2015** (120 days).

Pursuant to 36 CFR 261.50(e), the following persons are exempted from this order:

1. Persons with a permit from the authorized Forest Service Officer specifically authorizing an otherwise prohibited act or omission.
2. Any Federal, State, or local officer in the performance of an official duty.

Executed in Asheville, North Carolina this 30<sup>th</sup> day of June, 2015



**KRISTIN BAIL**  
Forest Supervisor  
National Forests in North Carolina

Violation of these prohibitions set forth above is punishable by a fine of not more than \$5,000 for an individual and \$10,000 for an organization, or imprisonment for not more than six (6) months, or both. See 16 U.S.C. 551, 18 U.S.C. 3559 and 3571.



**National Forests in North  
Carolina**  
160A Zillicoa St.  
Asheville, N.C. 28801  
Web: [www.fs.usda.gov/nfsnc](http://www.fs.usda.gov/nfsnc)

# News Release

Media Contact: Matt McCombs, 828-257-4215



## **Forest Service Temporarily Halts Target Shooting on Croatan National Forest Due to Public Safety Concerns**

New Bern, N.C., July 10, 2015 – U.S. Forest Service officials announced today that an emergency closure order, effective July 13, 2015, prohibiting target shooting on the Croatan National Forest has been issued to protect public safety and prevent natural resource damage. The order will be in effect for 120 days. The order does not limit lawful hunting activities on the forest.

“The resource damage, and more importantly, the public and employee safety hazard posed by the significant uptick in firearm use on the Croatan led us to this point,” said Jim Gumm, Croatan District Ranger. “Shooting sports are an entirely appropriate use of Forest Service land but we have to make sure it can be done safely and without having a negative effect on other resources.”

Over the past year, the Forest Service has responded to hundreds of complaints from citizens and responded to dozens of incidents involving target shooting on the forest. Additionally, natural resource damage from the targeting of trees and other vegetation has increased significantly across the forest.

Earlier this year, the Forest Service launched a study to identify potential locations for construction of a new developed target range (none exist on the Croatan). Additionally, Forest Service officials have been meeting with local military installation leaders and other community organizations and leaders to raise awareness about the issue.

During the closure period, the Forest Service is soliciting feedback from community members on the emergency closure order and is asking for ideas on how to address the safety issues associated with target shooting, long-term, in order to preserve the popular recreation activity for future visitors to the Croatan. Interested citizens can send comments to: [croatantargetshooting@fs.fed.us](mailto:croatantargetshooting@fs.fed.us). Additionally, Forest Service officials will be hosting public meetings and conducting additional outreach to community leaders, and shooting sports stakeholders to inform future decision-making on this important issue.

#

*USDA is an equal opportunity provider and employer. To file a complaint of discrimination, write: USDA, Office of the Assistant Secretary for Civil Rights, Office of Adjudication, 1400 Independence Ave., SW, Washington, DC 20250-9410 or call (866) 632-9992 (Toll-free Customer Service), (800) 877-8339 (Local or Federal relay), (866) 377-8642 (Relay voice users).*



**Trees felled by target shooters on the Croatan National Forest (Melonas/USFS)**

# CROATAN NATIONAL FOREST DISTRICT MAP

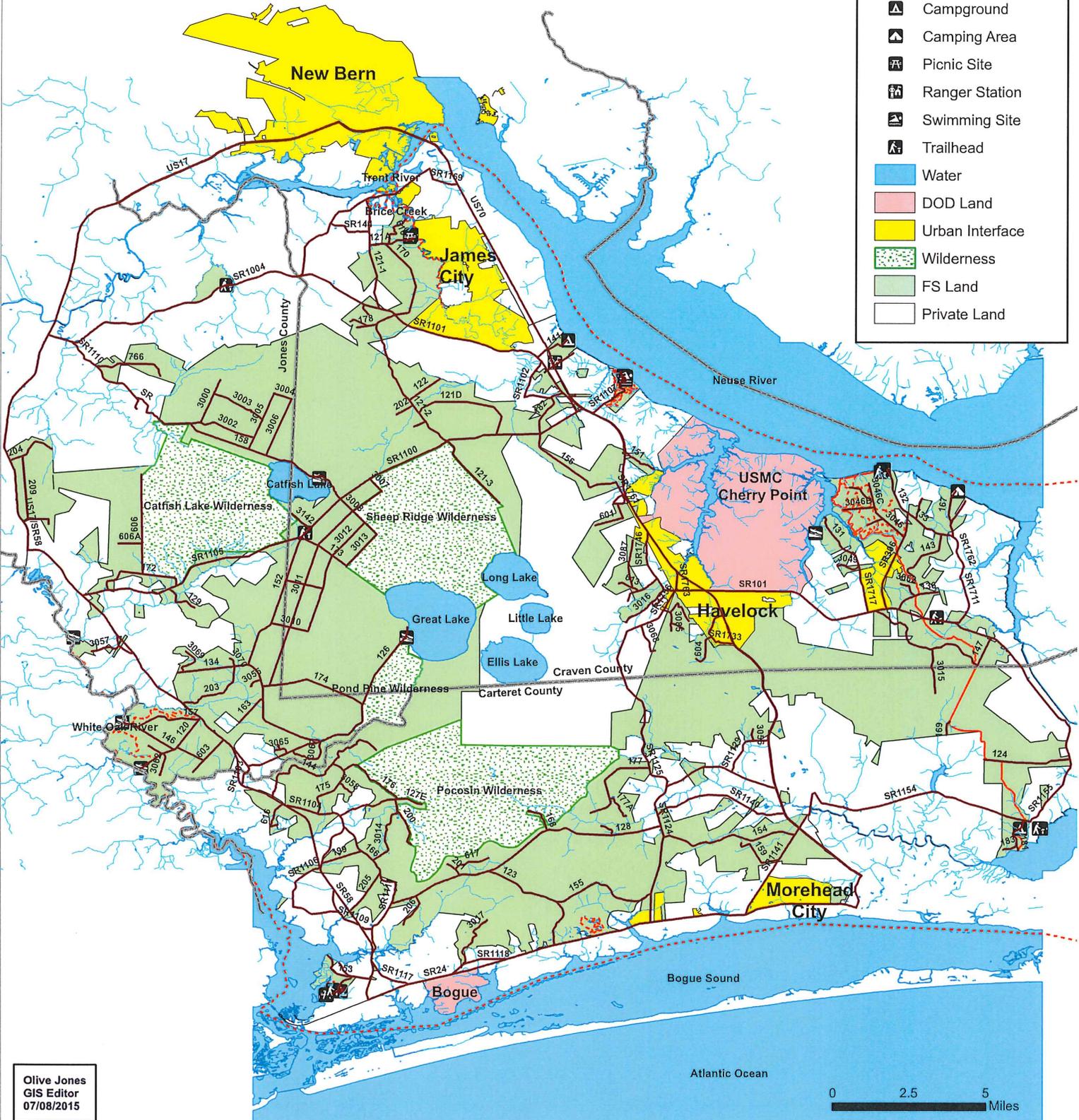


- - - Trails
- Roads
- County Boundaries
- Streams

**Recreation Areas**

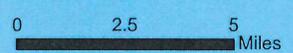
- Boating Site
- Campground
- Camping Area
- Picnic Site
- Ranger Station
- Swimming Site
- Trailhead

- Water
- DOD Land
- Urban Interface
- Wilderness
- FS Land
- Private Land



Olive Jones  
GIS Editor  
07/08/2015

Atlantic Ocean





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**Craven Soil and Water Conservation District**

302 Industrial Drive • New Bern, NC 28562 • Phone (252) 633-0397 • Fax (252) 633-2120

**TO:** Gene Hodges, Assistant County Manager  
**FROM:** Patrick Baker, Craven Soil and Water Conservation District  
**DATE:** July 28, 2015  
**SUBJECT:** Phase III - Stream Debris Removal Project

In November 2014, the Craven Soil and Water Conservation District submitted an application to the NC Department of Agriculture for additional funding for stream debris removal projects (Phase III). In December 2014 we were awarded \$14,000.00. This includes a base allocation of \$10,000.00 and an additional \$4,000.00 which requires a local match. The Board of Commissioners approved to match the \$4,000.00 in December 2014.

The Craven Soil and Water Conservation District Board of Supervisors reviewed the list of creeks/waterways that need snagging, along with the information sheet for each creek and recommended that Core Creek be given priority for snagging during the Phase III funding cycle. Core Creek is located in western Craven County in Cove City.

After meeting with County Administration, requests for proposals were sent out on June 26 to contractors on the Soil & Water Conservation District contractors list. It was requested that bidders also submit pricing for storm debris removal in Flat Swamp due to its proximity to Core Creek and the role that each body plays with respect to drainage in the area. Request for proposals were due by July 10, 2015 at 5:00 pm.

Based on the recommended contractor's bid proposal, a Craven County contribution of \$59,449.00 will be needed to complete this project if only Core Creek is cleaned out. If the Board decides to also clean Flat Swamp, the County's contribution will be \$83,897.00.

Included in the County contribution for this project is the removal of beavers and beaver dams. It is essential for the success of the snagging project to have beaver dams removed before the snagging begins. If these dams are not removed, the water levels will not be lowered enough to reveal downed trees. We are proposing to contract with the USDA - Animal and Plant Health Inspection Service, Wildlife Services Division to remove the beavers and dams. USDA charges \$125.00 per dam and \$20.00 per site visit (for the first 15 visits) in counties participating in the

Beaver Management Assistance Program (BMAP). We respectfully request the Board of Commissioners to allocate \$5,000.00 for the removal of beavers and beaver dams for this project.

#### Award Explanation

On July 14, 2015 Gene Hodges, Chad Strawn and Patrick Baker met to review the proposals received. Based on prior work experience and project pricing, staff recommends the contract be awarded to the lowest responsible bidder, J & J Environmental, LLC. The County has used this contractor in the past and they have done an excellent job.

As you can see from the official rating sheet (attached);

The lowest bidder was Novus Construction, but based on the contractor's insufficient relevant work experience, we cannot recommend this contractor be awarded this contract.

The next lowest bidder was Russell Enterprises, LLC, but based on the contractor's insufficient relevant work experience, we cannot recommend this contractor be awarded this contract.

The next lowest bidder was Carolina Lawn Care, but based on prior work experience with the County and the scope of this project, we cannot recommend this contractor be awarded this contract.

**Action requested: In order to move forward with this project, we ask the Board of Commissioners to award the contract to J & J Environmental, LLC and to approve a budget amendment in the amount of \$59,449.00 for the Core Creek project or \$83,897.00 for both Core Creek and Flat Swamp.**

FINAL BID TABULATION

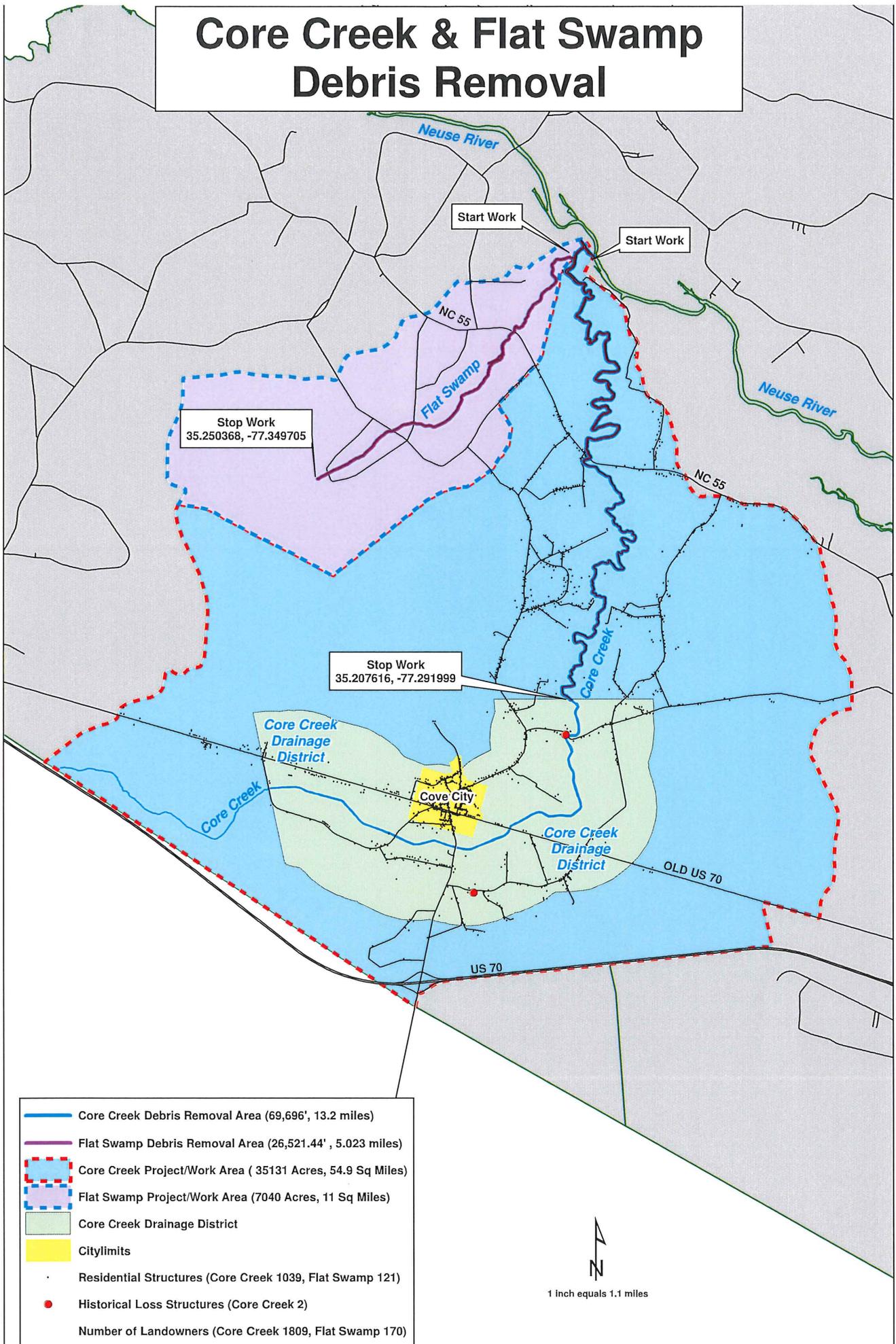
BID OPENING DATE: July 14, 2015

PROJECT: Core Creek / Flat Swamp Debris Removal

BID SUMMARY REVIEWED/TABULATED BY: Patrick Baker & Chad Strawn

RECOMMENDED AWARD (X)	CONTRACTOR	ACTUAL BID (TABULATED) CORE CREEK	ACTUAL BID (TABULATED) FLAT SWAMP	PRIOR STREAM DEBRIS REMOVAL WORK EXPERIENCE	COMMENTS
	Novus Construction	\$42,828.00	\$15,870.00	No relevant experience	
	Russell Enterprises, LLC.	\$55,059.84	\$20,856.00	No relevant experience	
	Carolina Lawn Care	\$63,700.00	\$24,500.00		
X	J and J Environmental, LLC.	\$68,449.00	\$24,448.00		
	Bell Tree Service	\$175,000.00	\$60,000.00	No relevant experience	
	Santee Modular Homes, INC.	\$243,950.00	\$92,825.00		

# Core Creek & Flat Swamp Debris Removal





**RESOLUTION  
SUPPORTING STEPPING UP INITIATIVE TO REDUCE  
THE NUMBER OF PEOPLE WITH MENTAL ILLNESS IN JAILS**

**WHEREAS**, counties routinely provide treatment services to the estimated 2 million people with serious mental illnesses booked into jail each year; and

**WHEREAS**, prevalence rates of serious mental illnesses in jails are three to six times higher than for the general population; and

**WHEREAS**, almost three-quarters of adults with serious mental illnesses in jails have co-occurring substance use disorders; and

**WHEREAS**, adults with mental illnesses tend to stay longer in jail and upon release are at a higher risk of recidivism than people without these disorders; and

**WHEREAS**, county jails spend two to three times more on adults with mental illnesses that require interventions compared to those without these treatment needs; and

**WHEREAS**, without the appropriate treatment and services, people with mental illnesses continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals and their families; and

**WHEREAS**, Craven County and all counties take pride in their responsibility to protect and enhance the health, welfare and safety of its residents in efficient and cost-effective ways; and

**WHEREAS**, through *Stepping Up*, the National Association of Counties, the Council of State Governments Justice Center and the American Psychiatric Foundation are encouraging public, private and nonprofit partners to reduce the number of people with mental illnesses in jails.

**NOW, THEREFORE, LET IT BE RESOLVED THAT** the Craven County Board of Commissioners does hereby sign on to the Call to Action to reduce the number of people with mental illnesses in our county jail, commits to sharing lessons learned with other counties in our state and across the country to support a national initiative and encourages all county officials, employees and residents to participate in *Stepping Up*. We resolve to utilize the comprehensive resources available through *Stepping Up* to:

- Convene or draw on a diverse team of leaders and decision makers from multiple agencies committed to safely reducing the number of people with mental illnesses in jails.
- Collect and review prevalence numbers and assess individuals' needs to better identify adults entering jails with mental illnesses and their recidivism risk, and use the baseline information to guide decision making at the system, program and case levels.

## Craven County



- Examine treatment and service capacity to determine which programs and services are available in the county for people with mental illnesses and co-occurring substance use disorders, and identify state and local policy and funding barriers to minimizing contact with the justice system and providing treatment and supports in the community.
- Develop a plan with measurable outcomes that draws on the jail assessment and prevalence data and the examination of available treatment and service capacity, while considering identified barriers.
- Implement research-based approaches that advance the plan.
- Create a process to track progress using data and information systems, and to report on successes.

Passed and Approved in this 3<sup>rd</sup> day of August, 2015.

---

Chairman Steve Tyson  
Craven County Board of Commissioners

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Gwendolyn M. Bryan  
Clerk to the Board



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	Ser. Delivery (Check One)		Block Grant Funding				B	C	D	E	F	G	H	I
	Direct	Purch.	Access	In-Home	Other	Total	Required Local Match	Net Service Cost	USDA Subsidy	Total Funding	Projected HCCBG Units	Projected Reimbursemen Rate	Projected HCCBG Clients	Projected Total Units
	Transp.			51891			51891	5765.67	57656.67		57657	6704	8.60	50
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	2609	22809.00	4012	4.9848		4012
<b>Total</b>			117691	189701	218949	526341	58482.333	584823.3333	35276	620099.33	75105	14.72	414	75105

Signature, Chairman, Board of Commissioners \_\_\_\_\_ Date \_\_\_\_\_

TAX804P

CRAVEN COUNTY

PAGE 1

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 08/03/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
ALMONTASER, AMIN A DID NOT OWN 1/1/2014	0090647 2014-0092925	67.75
BRYANT, NATHAN HEIRS FORECLOSURE-LIEN EXTINGUISHED	0988200 2014-0007748	81.36
BRYANT, NATHAN HEIRS FORECLOSURE-LIEN EXTINGUISHED	0988200 2013-0007545	86.64
BRYANT, NATHAN HEIRS FORECLOSURE-LIEN EXTINGUISHED	0988200 2012-0007676	93.98
BRYANT, NATHAN HEIRS FORECLOSURE-LIEN EXTINGUISHED	0988200 2011-0007660	101.23
BRYANT, NATHAN HEIRS FORECLOSURE-LIEN EXTINGUISHED	0988200 2010-0006922	108.07
BRYANT, NATHAN HEIRS FORECLOSURE-LIEN EXTINGUISHED	0988200 2009-0007513	143.63
BRYANT, NATHAN HEIRS FORECLOSURE-LIEN EXTINGUISHED	0988200 2008-0007442	152.15
BRYANT, NATHAN HEIRS FORECLOSURE-LIEN EXTINGUISHED	0988200 2007-0007300	160.67
BRYANT, NATHAN HEIRS FORECLOSURE-LIEN EXTINGUISHED	0988200 2006-0007169	169.19
BRYANT, NATHAN HEIRS FORECLOSURE-LIEN EXTINGUISHED	0988200 2005-0007104	177.72
BYERS, PAMELA H & CARY DID NOT OWN 1/1/2013	0075593 2013-0008238	28.46
BYERS, PAMELA H & CARY DID NOT OWN 1/1/2014	0075593 2014-0091199	26.28
CAROLINA CREEK INVESTMENTS LLC NEW BERN ANNEXED IN FOR 1 MONTH	0075976 2015-0090268	217.86

## CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 08/03/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
CULLEN, CODY MILITARY EXEMPTION	0101877 2014-0013178	87.40
DUNATOV, JOHN VALUE CORRECTION PER BUC	0104155 2015-0090044	435.22
FOY, ANNIE HEIRS FORECLOSURE-LIEN EXTINGUISHED	0020105 2014-0019535	40.80
FOY, ANNIE HEIRS FORECLOSURE-LIEN EXTINGUISHED	0020105 2013-0019019	44.28
FOY, ANNIE HEIRS FORECLOSURE-LIEN EXTINGUISHED	0020105 2012-0019572	53.87
FOY, ANNIE HEIRS FORECLOSURE-LIEN EXTINGUISHED	0020105 2011-0019736	57.47
FOY, ANNIE HEIRS FORECLOSURE-LIEN EXTINGUISHED	0020105 2010-0017882	60.95
FOY, ANNIE HEIRS FORECLOSURE-LIEN EXTINGUISHED	0020105 2009-0019550	60.11
FOY, ANNIE HEIRS FORECLOSURE-LIEN EXTINGUISHED	0020105 2008-0019483	63.36
FOY, ANNIE HEIRS FORECLOSURE-LIEN EXTINGUISHED	0020105 2007-0019034	66.61
FOY, ANNIE HEIRS FORECLOSURE-LIEN EXTINGUISHED	0020105 2006-0018507	67.97
FOY, ANNIE HEIRS FORECLOSURE-LIEN EXTINGUISHED	0020105 2005-0018333	71.15
FULLER, ANDREW W JR ADJUSTED ANNEXATION TO BRIDGETON	2530360 2015-0090211	20.84
FURNEY, JOHN CORR. VALUE OF DISCOVERED PROPERTY	0099592 2014-0090000	585.73

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 08/03/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
FURNEY, JOHN CORR. VALUE OF DISCOVERED PROPERTY	0099592 2014-0091359	556.44
FURR, BRENDA JEAN DID NOT OWN 1/1/2014	0092613 2014-0020322	61.34
GARDNER, SANDRA B RECYCLE ADJUSTMENT FOR SENIOR EXCLU	0098695 2015-0090290	24.00
GRIFFITH TURNBULL PROPERTY LLC ANNEXED INTO NEW BERN FOR 2 MTHS	0066407 2015-0090216	295.28
HALL, KELLY NOT TAXABLE TO CRAVEN COUNTY	0074296 2014-0091421	21.10
HALL, KELLY NOT TAXABLE TO CRAVEN COUNTY	0074296 2013-0092035	22.29
HENSLEY, BILLY & LISA DID NOT OWN 1/1/2014	0075680 2014-0092308	16.01
HUNTER, RUSSELL GLEN JR & MARI ADJUSTED ANNEXATION TO BRIDGETON	0014344 2015-0090219	360.05
LEWIS, ISAIAH DOUBLE BILLED-SEE ACCT 99327	0091200 2012-0034272	50.22
LEWIS, ISAIAH DOUBLE BILLED-SEE ACCT 99327	0091200 2012-0090031	51.20
LEWIS, ISAIAH DOUBLE BILLED-SEE ACCT 99327	0091200 2013-0092674	46.49
LEWIS, ISAIAH DOUBLE BILLED-SEE ACCT 99327	0091200 2014-0091773	42.77
LINDSAY, PHILLIP APPRAISAL ERROR-TO BE REBILLED	0060643 2015-0090225	3,736.94
MCLAWHORN, AMANDA JENNINGS DID NOT OWN 1/1/2012	0081015 2012-0038345	51.56

## CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 08/03/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
MCLAWHORN, AMANDA JENNINGS DID NOT OWN 1/1/2013	0081015 2013-0092804	47.70
MCLAWHORN, AMANDA JENNINGS DID NOT OWN 1/1/2014	0081015 2014-0092562	43.85
MOORE, VICTOR JR & MOORE, GEOR FORECLOSURE-LIEN EXTINGUISHED	0026011 2010-0036496	117.77
MOORE, VICTOR JR & MOORE, GEOR FORECLOSURE-LIEN EXTINGUISHED	0026011 2011-0040698	110.33
MOORE, VICTOR JR & MOORE, GEOR FORECLOSURE-LIEN EXTINGUISHED	0026011 2012-0040597	102.44
MOORE, VICTOR JR & MOORE, GEOR FORECLOSURE-LIEN EXTINGUISHED	0026011 2013-0039067	94.44
MOORE, VICTOR JR & MOORE, GEOR FORECLOSURE-LIEN EXTINGUISHED	0026011 2014-0039885	87.12
ROBINSON, JEAN H SENIOR EXCLUSION REMOVED IN ERROR	0027276 2015-0090244	511.85
SUTTON, EVELYN DID NOT OWN 1/1/2012	0080055 2012-0055288	63.23
SUTTON, EVELYN DID NOT OWN 1/1/2013	0080055 2013-0093537	58.32
SUTTON, EVELYN DID NOT OWN 1/1/2014	0080055 2014-0090871	53.49
TWIDDY, HEATHER DWELLING VACANT SINCE 2012	0070966 2014-0057128	38.34
	54 -CREDIT MEMO(S)	9,995.32

## REFUNDS SUBJECT TO BOARD APPROVAL ON 08/03/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
CAROLINA CREEK INVESTMENTS LLC NEW BERN ANNEXED 6/9/15	0075976 2014-0009176	4.57
FULLER, ANDREW W JR ANNEXED TO NEW BERN/PRORATE SSD TAX	2530360 2014-0020261	.93
GRIFFITH TURNBULL PROPERTY LLC ANNEXED TO NEW BERN/PRORATE FIRE	0066407 2014-0023051	6.46
HUNTER, RUSSELL GLEN JR & MARI ANNEXED INTO CITY OF BRIDGETON	0014344 2014-0028231	15.36
	4 -REFUND(S)	27.32

*Tax Administrator*  
**Craven County**

*Ronald V. Antry*  
*Tax Administrator*



*Listing* (252) 636-6604  
*Collections* (252) 636-6605  
*Fax* (252) 636-2569  
*E-mail* [tax@cravencountync.gov](mailto:tax@cravencountync.gov)

**MEMORANDUM**

**TO:** Jack Veit, III  
**FROM:** Ronnie Antry  
**SUBJECT:** Annual Tax Collection Settlement  
**DATE:** July 27, 2015

Before I am charged with the collection of the taxes for 2015, the settlement of the 2014 taxes will have been presented. Copies of the settlement are attached to this memo.

Pursuant to GS 105-373, I request that the Board accept this settlement and enter it into its minutes.



July 27, 2015

The settlement of the Craven County Tax Collector for the tax year 2014 (Fiscal Year 2014-2015) is listed below. The settlement should be approved by motion of the Board before the charge is made for the current year's taxes.

**CRAVEN COUNTY, NORTH CAROLINA  
YEAR ENDED JUNE 30, 2015**

General Fund Original Levy	\$	42,335,024.91
Fire District Original Levy		<u>1,757,937.28</u>
Total Original Levy	\$	44,092,962.19
Add:		
Afterlists		486,117.25
Additions		33,982.06
Plus Adjustments		<u>-0-</u>
Total	\$	44,613,061.50
Less:		
Write-offs		- 4,634.99
Adjustments		-0-
Releases		<u>- 67,885.32</u>
Net Levy	\$	44,540,541.19
Collected	\$	44,155,889.30
Uncollected as of June 30, 2015	\$	384,651.89
<b>Percentage of 2014 taxes collected ----- 99.14</b>		

Net taxable valuation -- \$9,120,944,249

**ANNUAL REPORT OF REGISTERED MOTOR VEHICLES**

July 27, 2015

**CRAVEN COUNTY, NORTH CAROLINA  
YEAR ENDED JUNE 30, 2015**

General Fund Original Levy	\$	12,903.91
Fire District Original Levy		<u>534.70</u>
Total Original Levy	\$	13,438.61
Add:		
Additions		-0-
Plus Adjustments		<u>-0-</u>
Total	\$	13,438.61
Less:		
Write-offs	-	45.46
Adjustments		-0-
Releases	-	<u>3,440.46</u>
Net Levy	\$	9,952.69
Collected	\$	9,521.59
Uncollected as of June 30, 2015	\$	431.10

**Percentage of 2014 taxes collected ----- 95.67**

Net taxable valuation -- \$2,071,159

**ANNUAL REPORT OF REAL PROPERTY, CERTIFIED VALUATION AND  
PERSONAL PROPERTY OTHER THAN REGISTERED MOTOR VEHICLES**

July 27, 2015

**CRAVEN COUNTY, NORTH CAROLINA  
YEAR ENDED JUNE 30, 2015**

General Fund Original Levy	\$	42,322,121.00
Fire District Original Levy		<u>1,757,402.58</u>
Total Levy	\$	44,079,523.58

Add:

Afterlists		486,117.25
Plus Adjustments		-0-
Additions		<u>33,982.06</u>

Total	\$	44,599,622.89
-------	----	---------------

Less:

Write-offs		- 4,589.53
Adjustments		-0-
Releases		<u>- 64,444.86</u>

Net Levy	\$	44,530,588.50
----------	----	---------------

Collected	\$	44,146,367.71
-----------	----	---------------

Uncollected as of June 30, 2015	\$	384,220.79
---------------------------------	----	------------

**Percentage of 2014 taxes collected ----- 99.14**

Net taxable valuation -- \$9,118,873,090

*Tax Administrator*  
**Craven County**

*Ronald V. Antry*  
*Tax Administrator*



*Listing* (252) 636-6604  
*Collections* (252) 636-6605  
*Fax* (252) 636-2569  
*E-mail* [tax@cravencountync.gov](mailto:tax@cravencountync.gov)

**MEMORANDUM**

**TO:** Jack Veit, III  
**FROM:** Ronnie Antry  
**SUBJECT:** Charge to the Collector for 2015 Taxes  
**DATE:** July 27, 2015

As I do at this time each year, I am requesting that the Board adopt and enter into its minutes the attached order that is required by NCGS 105-321(b).



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

**2015 CHARGE TO THE CRAVEN COUNTY TAX COLLECTOR**

**STATE OF NORTH CAROLINA  
COUNTY OF CRAVEN**

**TO THE TAX COLLECTOR OF THE COUNTY OF CRAVEN**

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of the Craven County Tax Collector and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Craven, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayer, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 3<sup>rd</sup> day of August 2015.

---

Steve Tyson, Chairman  
Craven County Board of Commissioners

Attest:

---

Gwendolyn M. Bryan, Clerk  
Craven County Board of Commissioners

*Tax Administrator*  
**Craven County**



*Ronald V. Antry*  
*Tax Administrator*

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

MEMORANDUM

**TO:** Jack B. Veit, III  
**FROM:** Ronnie Antry *RVA*  
**SUBJECT:** Revaluation Update to Board of Commissioners  
**DATE:** July 27, 2015

Glenn Jones and I will be present at the August 3, 2015 meeting to update the Board on the upcoming 2016 revaluation. I have attached a calendar of sorts to suggest the important dates for this effort that will occur during the next year.



**CALENDAR OF EVENTS SURROUNDING CRAVEN COUNTY'S 2016 REVALUATION**

- October 19, 2015      Submit to the Board the Schedules of Values, Standards, and Rules.
- October 20, 2015      Advertise in *The Sun Journal* a notice that the schedules, standards, and rules have been submitted as well as the time and place of a public hearing on the proposed schedules, standards and rules.
- November 2, 2015      Board holds a public hearing on the proposed schedules of values, standards, and rules.
- November 16, 2015     Board adopts the schedules of values, standards, and rules.
- November 17, 2015     Publication of first notice that the schedules of values have been adopted.
- November 24, 2015     Publication of the second notice that the schedules of values have been adopted.
- December 1, 2015      Publication of the third notice that the schedules of values have been adopted.
- December 8, 2015      Publication of the fourth notice that the schedules of values have been adopted.
- December 17, 2015     Last day for a property owner to appeal the validity of the schedules, standards, and rules to the North Carolina Property Tax Commission.
- January 1, 2016      Effective date of the 2016 revaluation.**
- January 4, 2016      Tax listing period for 2016 begins.
- January 5, 2016      Last day to pay 2015 taxes without interest.
- January 6, 2016      Taxes for 2015 become delinquent. Two percent interest added.
- February 1, 2016      Tax listing period for 2016 ends.
- February 25, 2016     Revaluation notices mailed.
- March 1, 2016      Informal hearings with property owners begin.
- May 3, 2016      Informal hearings with property owners end. Board of equalization and review convenes.
- August 16, 2016      Board of equalization and review adjourns.

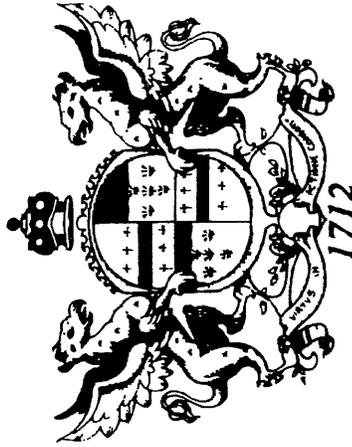
## IMPORTANT POINTS TO REMEMBER:

- \* North Carolina state law requires that a revaluation be conducted in each county at least every eight years. Craven County was last revalued in 2010. Craven County is currently on a six year revaluation schedule.
- \* The purpose of a revaluation is to provide equalization among property classes.
- \* Revaluations are not conducted in order to increase the revenue of the county.
- \* The Craven County revaluation will be completed by the county assessor's office.
- \* The countywide revaluation does not affect your taxes until the 2016 tax billing.
- \* If you have justification to support the fact that your value is not a reasonable estimate of current market value, you may request the county review your records to assure the property is correctly listed and values are properly applied.

You may contact the  
Craven County  
Assessor's Office

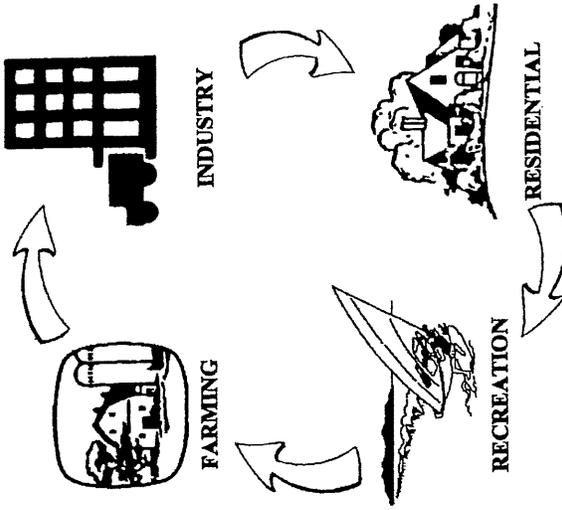
By phone 252-636-6640  
By Fax 252-636-2569  
E-Mail [2016revaluation@cravencountync.gov](mailto:2016revaluation@cravencountync.gov)  
By Mail 226 Pollock St.  
PO Box 1128  
New Bern, NC 28563

## Craven County



## Revaluation Means Equalization

## CRAVEN COUNTY



2016

## REAL PROPERTY REVALUATION

Craven County Assessor  
New Bern, North Carolina

## What is the purpose of the 2016 county-wide revaluation?

The main purpose of a revaluation is to provide equalization among property owners and among property classes. North Carolina law requires each county to complete a revaluation at least once every eight years. Craven County last completed a county-wide revaluation in 2010. Craven County is currently on a six (6) year revaluation schedule and will be moving to a four (4) year schedule after this revaluation.

## Why is equalization so important?

Since ad valorem taxes are based on value, it is most important to have all properties regularly revalued on a uniform basis. State law sets "fair market value" as the basis for revaluation so each property is updated by use of a modern computer assisted system of applying current market values to individual properties. This will equalize values and assure that each property owner's assessment will be a fair share of the tax base.

## What is fair market value?

Property owners need to understand that the assessor's office does not "set" market value. Market value is established by local buyers and sellers in the real estate market. The assessor will research these "market sales" and through established and proven appraisal methods will analyze comparable sales to develop base units of value for various classes and grades of property. After the application of these updated units of value to individual properties is completed, the value estimate will be comparable to the current sales prices of similar properties sold in your neighborhood.

## How is my property value determined?

After the development of units of value for various property types and grades from

current market sales, each individual property listing in the county will be updated as necessary. As the assessor's office maintains property listings to reflect reported changes, additions and new construction, existing property records should contain up-to-date data on each property. The newly developed units of value are then applied with computer assistance to the existing property data resulting in a current market value estimate.

## Who will conduct the 2016 Craven County Revaluation?

The Craven County Assessor's Office has a full-time staff of appraisers. Each is qualified and certified by the N. C. Department of Revenue. This staff will apply its knowledge of the local market in the completion of all phases of the project. A new schedule of values that will be used in the revaluation project will be submitted to the Craven County Board of Commissioners and opened to the public for review and comment prior to approval.

## When will the new values be applied to my property?

The new values will become effective January 1, 2016. They will be reflected in the calculation of your 2016 tax bill.

## What will be the effect of the revaluation on my tax bill?

Generally, because of updating values to the current market, some will show a decrease, some will show an increase and some will remain at about the same level. Valuation differences are a result of economic changes over the past six years since the last revaluation. They will vary from neighborhood to neighborhood and among property classes. The new value simply establishes equalization. The actual taxes billed are determined by the tax rate. The tax rate will not be set until the Craven County Board of

Commissioners has adopted its Fiscal Year 2016-2017 Budget Ordinance in June, 2016. This budget will determine the tax rate to be applied to the new value. Only after the tax rate is set will you be able to determine the amount of tax that you will be billed.

## What can I do if the value on my property is above fair market value?

Upon receipt of your 2016 revaluation appraisal notice, you will have the option to question the value estimate on your property. If you feel the value indicated fairly represents what homes are selling for in your neighborhood, you need do nothing further. If you believe your valuation does not reflect a reasonable estimate of the expected sales price for your home if currently marketed, you may request a review of your property valuation record. This may be done by returning a review request included with your notice. After the review, you will receive a second notice advising you of the results. If you are not satisfied and can provide evidence that the value is incorrect, an informal appeal may be filed with the Assessor's Office. If satisfaction is not found through this informal process, you may file a formal appeal and present evidence before the Craven County Board of Equalization and Review. This board, made up of local citizens, will hear your appeal, review your evidence and make a value ruling. After this ruling, you may continue your formal appeal process on to the North Carolina Property Tax Commission. If you have not found satisfaction after exhausting these three levels of appeal, your case may be carried to a court of law. **Property owners should be aware that the fear of an increase in taxes or a value increase larger than expected is not a proper justification to appeal a value. Only if the value is not a reasonable estimate of fair market value as based on market evidence should an appeal be considered.**

**NORTH CAROLINA  
CRAVEN COUNTY**

**MUTUAL AID AGREEMENT FOR  
911 COMMUNICATIONS AND  
DISPATCH BACKUP PSAPs**

This Mutual Aid Agreement for 911 Communications and Dispatch Backup PSAPs (“Agreement”) is made and entered into this 14<sup>th</sup> day of July, 2015, by and between CITY OF NEW BERN, a North Carolina municipal corporation (“City”), and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina (“County”), collectively referred to as the “Parties.”

**BACKGROUND STATEMENT; PURPOSE**

North Carolina General Statutes Section 166A-19.72 allows and authorizes mutual aid assistance and cooperation between political subdivisions provided that such agreements are consistent with the State emergency management program and plans. The Parties hereto wish to enter into this Agreement, consistent with the provisions of the State emergency management program and plan to provide mutual aid during times of disaster or any emergency situation to ensure that all available resources are potentially available in the event that either Party’s 911 Communication Center Administrator requires the aid of the other.

**AGREEMENT**

The Parties agree to the following terms and conditions:

**1. REQUESTING ASSISTANCE**

A. When temporary assistance is needed pursuant to this Agreement, the Administrator or either Party’s 911 Communication Center shall notify the Administrator of the other Party’s 911 Communication Center of the need for such assistance, and the requested assistance shall be provided if feasible to do so. Such request shall be made in writing whenever possible.

B. In an emergency situation, the notification of the need for emergency assistance need not be in writing, but a written notification shall be provided as soon thereafter as possible. In an emergency situation, the notification may be made by telephone or radio contact.

**2. GRANT OF AUTHORITY**

A. Each Party hereby authorizes and grants to its respective 911 Communications Center Administrator the authority to give, use and expend for the benefit of the other Party all available resources needed to assist the requesting party in providing reasonable and adequate 911 communication services for the residents of the requesting party.

B. The Party who is requested to extend aid may withhold resources from the

requesting Party in its sole discretion.

**3. DUTIES OF PARTY REQUESTING AID**

A. The Party requesting aid will advise and assign the 911 Communication resources that shall be used by the responding Party to include additional personnel and portable equipment necessary.

B. The Party requesting aid will provide for the physical needs of those employees and personnel of the Party rendering aid to include food and any temporary shelter needs unless otherwise agreed by the Party rendering aid.

C. The Party requesting aid will reimburse and make whole the Party rendering aid for any and all damage to equipment, or loss of use of materials incurred by reason of extending aid.

D. The Party requesting aid will indemnify, save, defend and hold harmless the Party rendering aid from any action or suit arising out of extending such aid, except for the negligence of the Party rendering aid.

**4. DUTIES OF PARTY RENDERING AID**

A. The personnel of the Party rendering aid to the other Party shall, at all times, act in accordance with their respective certifications, and in accordance with their respective policies and procedures; and shall remain under the direct control, supervision and direction of their respective agency.

B. The Party rendering aid will be responsible for the services rendered by its personnel.

C. Unless otherwise specified, the personnel of the Party extending aid will continue to operate under the command and control of their own supervisors.

**5. EQUIPMENT AND INSURANCE**

A. Each Party to this agreement shall be responsible for its own equipment and insurance, including workers compensation, at any time while assisting the other Party.

**6. TERM AND WITHDRAWAL**

A. The term of this Agreement shall be for a period of five (5) years from the date first above written and shall terminate automatically at the expiration of that term.

B. Either Party may terminate this Agreement upon one hundred eighty (180) days prior written notice to the other Party.

**7. OTHER MUTUAL AID AGREEMENTS**

A. This Agreement does not affect any other service or mutual aid agreement previously entered into by or between the Parties, nor does it prevent either Party from entering into other such agreements.

**8. PROCEDURES**

A. Each Party to this Agreement shall create a document to detail the procedures for implementing a transfer of 911 Communications to the other Party.

B. The Parties shall conduct regular, joint training sessions with their respective employees regarding their duties and obligations under this Agreement.

**9. MISCELLANEOUS.**

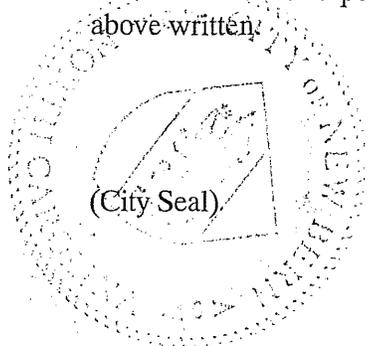
A. This Agreement sets forth the full understanding of the Parties, and all prior negotiations and understandings with regard to the same are merged herein.

B. If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the Parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision.

C. This Agreement shall be executed by the parties hereto in duplicate originals, each of which, when executed, shall constitute one and the same Agreement and one of which shall be retained by each party.

D. This Agreement shall be governed in accordance with the laws of the State of North Carolina. Exclusive venue for any action, whether at law or in equity, shall be the Superior Courts of Craven County, North Carolina.

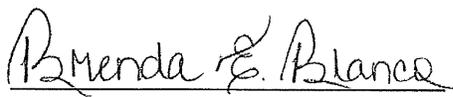
IN TESTIMONY WHEREOF, the CITY has caused this instrument to be executed in its corporate name by its Mayor and its corporate seal to be affixed and attested by its Deputy City Clerk, and the COUNTY has caused this instrument to be executed in its corporate name by its Chairman and its corporate seal to be affixed and attested by its Clerk, all as of the day and year first above written.



CITY OF NEW BERN

By:   
MAYOR

ATTEST:

  
DEPUTY CITY CLERK

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

  
J.R. Sabatelli, City of New Bern Finance Officer

**CRAVEN COUNTY**

(County Seal)

By \_\_\_\_\_  
STEVE TYSON, Chairman  
Craven County Board of Commissioners

ATTEST:

\_\_\_\_\_  
GWENDOLYN M. BRYAN  
Clerk to the Board

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

\_\_\_\_\_  
Richard Hemphill  
Craven County Finance Officer

STATE OF NORTH CAROLINA  
COUNTY OF CRAVEN

I, Pamela S. Belrose, a notary public in and for said county and state, do hereby certify that on the 14 day of July 2015, before me personally appeared DANA E. OUTLAW, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA BLANCO is the Deputy City Clerk of the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and notarial seal, this 14 day of July, 2015.

Pamela S. Belrose  
Notary Public

My commission expires:

9-18-16



STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

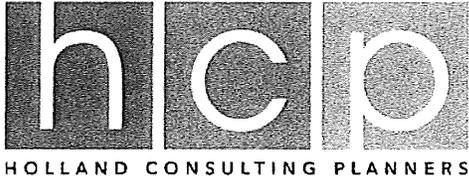
I, \_\_\_\_\_, Notary Public in and for said County and State, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared STEVE TYSON, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven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

WITNESS my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



*Memorandum*

To: Craven County Board of Commissioners  
From: J. Reed Whitesell, AICP, HCP, Inc. *JRW*  
Re: Contract Award Recommendations #1 -- Craven County FY13 FMA  
Elevation Project  
Date: July 22, 2015

---

The first bid opening for the Craven County FY13 Flood Mitigation Assistance Elevation Project was held in the Craven County Planning Department offices on July 16, 2015. The county solicited bids from twenty-five (25) regional general contractors by direct mailing and also published a bid advertisement in the Sun Journal.

The county received five bids, all of which were in order. IMEC (New Bern) was the low bidder on four (4) units, and J.E. Dillahunt (New Bern) was the low bidder on the remaining unit (refer to page 1 of the attached final bid tabulation). Please note that these contract awards are to be made to the lowest responsible bidder, so these recommendations take into account past performance and current workload. Craven County is included in a regional Hazard Mitigation Plan, housing elevation is listed as a priority mitigation objective in that plan, and our firm is managing elevation projects in four of the five regional counties (Beaufort/Hyde/Craven/Pamlico). HCP has a responsibility to manage the elevation workload underway in all four of these counties to ensure that all homeowners receive assistance as quickly as possible. This decision-making process is particularly critical with the peak of the hurricane season approaching.

Therefore, we recommend that Dillahunt's low bid be rejected and awarded to IMEC (New Bern) the second lowest bidder, because Dillahunt has seven current HMGP Irene elevation contract awards in Pamlico County, only one of which is awaiting a Certificate of Occupancy, and three of which are not yet underway. (A summary of these units is included – see attached e-mail from the Pamlico County HMGP Program Administrator.) We also recommend that IMEC only be awarded three units, to ensure a more efficient construction schedule. Additionally, we are recommending two additional units be awarded to the second lowest bidder, as indicated below, resulting in three contract awards to IMEC and two contract awards to Woolard (Bath).

Contract awards as recommended herein are well within FY13 FMA budget parameters and will result in a very efficient construction schedule through the end of the year. Both IMEC and Woolard are able to begin construction immediately.

The final bid tabulation is attached. Page 2 of the final bid tabulation includes an explanation of each of the five recommended contract awards as follows:

Unit # 1CC: Recommend award to Paul Woolard Construction for the second lowest bid of \$113,577. This will still leave the low bidder, IMEC, three awards (see below).

Unit # 2CC: Recommend award to IMEC for the second lowest bid of \$126,100. As stated above, after evaluation and review with my staff, it is my strong recommendation that Dillahunt's low bid be rejected due to their workload in Pamlico County. Although the firm is well-qualified, it is very doubtful that they would be able to start this unit before October, and given the fact that IMEC's bid is only slightly higher and that they can begin work immediately, the recommended award is prudent.

Unit #3C: Recommend award to Paul Woolard Construction for the second lowest bid of \$88,245. This will still leave the low bidder, IMEC, with three awards as outlined herein.

Unit #4C: Recommend award to IMEC for the low bid price of \$85,300.

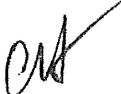
Unit #5C: Recommend award to IMEC for the low bid price of \$109,400.

Please note the bottom of page 2 of the attached final bid tabulation. The average contract award price as recommended is significantly below the average FMA grant amount per unit.

/JRW  
Attachments

MEMORANDUM

To: Reed Whitesell, HCP

FROM: Chris Hilbert, Pamlico County HMGP Construction Administrator 

DATE: July 21, 2015

RE: Contract Status of JE Dillahunt Construction in Pamlico County

Here is a status update of Dillahunt's jobs in Pamlico County as of my inspections yesterday...

Leary...down to a punchlist that should be complete this week, they are back in their house. Deadline was the end of this month.

Broderick...punchlist should be complete next week, unit to be complete by 8-7

Rice...large HO financed change order to add brick, etc...foundation is 60% complete. Will not finish until 8-21 at earliest.

Haley...unit elevated, cutting away slab. Completion Date 10/16

Pease...unit not elevated, 3 weeks behind schedule. Completion Date 10/23

Stokes...Pre-con week of Aug 10<sup>th</sup>, completion date will be 12/21

Bond...Pre-con week of Aug 10, completion date will be around 1/31.

Except for the Pease house I agree that Dillahunt is on schedule. However, we did not execute the contracts on the final two houses this month because Dillahunt could not handle that additional workload. He will be busy through the fall until the end of the year.

---

Holland Consulting Planners, Inc.  
Final Bid Tabulation

Project:		Craven County FY13 FMA				Bid Opening Date		7/16/2015																																																			
Case File #	Occupant/Address	Marfin Build	IMEC LLC	Paul Woolard Construction	JE Dillahunt & Assoc	Jeffrey Thompson																																																					
1CC	Michael & Victoria Shetter - 902 Spur Court	\$151,540.00	\$91,900.00	\$113,577.00	\$120,638.00	\$166,990.00																																																					
2CC	Richard & Marie Phillips - 3302 County Club Road	no bid	\$126,100.00	\$139,888.00	\$122,238.00	\$210,668.00																																																					
3CC	Gary & Allison Dembart - 1616 Brice's Creek	no bid	\$73,500.00	\$88,245.00	\$93,550.00	\$161,800.00																																																					
4CC	Rick Crenshaw - 214 Riverside Drive	no bid	\$85,300.00	\$102,281.00	\$111,340.00	\$138,320.00																																																					
5CC	Carol Harper - 127/129 Duck's Way	no bid	\$109,400.00	\$137,144.00	\$111,715.00	\$199,484.00																																																					
<table border="1"> <thead> <tr> <th></th> <th>Bid Proposal Form</th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>Bid Proposal Form</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> </tr> <tr> <td>Bid Summary Form w/ Flooring Upgrade Pricing</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> </tr> <tr> <td>Contractor Certifications (A, B, C, D)</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> </tr> <tr> <td>Elevation Contractor Registration Form</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> </tr> </tbody> </table>											Bid Proposal Form									Bid Proposal Form	X	X	X	X	X	X	X	X	X	Bid Summary Form w/ Flooring Upgrade Pricing	X	X	X	X	X	X	X	X	X	Contractor Certifications (A, B, C, D)	X	X	X	X	X	X	X	X	X	Elevation Contractor Registration Form	X	X	X	X	X	X	X	X	X
	Bid Proposal Form																																																										
Bid Proposal Form	X	X	X	X	X	X	X	X	X																																																		
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Elevation Contractor Registration Form	X	X	X	X	X	X	X	X	X																																																		

Bids Opened By: Reed Whitesell (Signature on file) (Signature) Witnessed By: Chip Bartlett (Signature on file) (Signature)

Yellow Highlight = Low Bid

Project: Craven County FY13 FMA Bid Opening #1		Bid Opening Date				7/16/2015
Case File #	Occupant/Address	Actual Bid (Tabulated)	Contractor	Recommended Award (X)	Comments	
1CC	Shetter 902 Spar Court	\$151,540.00	Marlin Builders		Low Bidder (IMEC) Already Awarded 3 Houses	
		\$91,900.00	IMEC			
		\$113,577.00	Woolard	X		
		\$120,638.00	Dillahunt			
		\$166,990.00	Thompson			
2CC	Phillips -- 3302 Country Club Road	No Bid	Marlin Builders		Low Bidder (Dillahunt) Has Seven Units Awarded in Pamlico County.	
		\$126,100.00	IMEC	X		
		\$139,888.00	Woolard			
		\$122,238.00	Dillahunt			
		\$210,668.00	Thompson			
3CC	Dembart -- 1616 Brice's Creek Road	No Bid	Marlin Builders		Low Bidder (IMEC) Already Awarded 3 Houses	
		\$73,500.00	IMEC			
		\$88,245.00	Woolard	X		
		\$93,550.00	Dillahunt			
		\$161,800.00	Thompson			
4CC	Crenshaw -- 214 Riverside Drive	No Bid	Marlin Builders		Low Bidder	
		\$85,300.00	IMEC	X		
		\$102,281.00	Woolard			
		\$111,340.00	Dillahunt			
		\$138,320.00	Thompson			
5CC	Harper -- 127/129 Duck's Way	No Bid	Marlin Builders		Low Bidder	
		\$109,400.00	IMEC	X		
		\$137,144.00	Woolard			
		\$111,715.00	Dillahunt			
		\$199,484.00	Thompson			

Note: Project Budget is \$142,560 Per Unit; Recommended Awards Average Only \$104,524 Per Unit)





Gwendolyn Bryan &lt;gbryan@cravencountync.gov&gt;

---

**FW: BOA application**

2 messages

---

**Cindy Morgan** <cmorgan@havelocknc.us>

Tue, Jul 21, 2015 at 8:08 AM

To: "Gwen Bryan (gbryan@cravencountync.gov)" &lt;gbryan@cravencountync.gov&gt;

Cc: "gliner@cravencountync.gov" &lt;gliner@cravencountync.gov&gt;, Katrina Marshall &lt;KMarshall@havelocknc.us&gt;

Good morning Gwen,

We received the attached application from an individual interested in being appointed to the Havelock Board of Adjustment. The ETJ Alternate slot is currently vacant and we would like the attached application to be considered at your next board meeting. Please let me know once an official decision has been made.

Thanks in advance for your assistance in this matter.

Have a good day!

Cindy K. Morgan, CMC, NCCMC  
City Clerk  
City of Havelock  
1 Governmental Avenue  
PO Box 368  
Havelock, NC 28532  
Phone: (252) 444-6406  
Fax: (252) 447-0126  
cmorgan@havelocknc.us  
www.havelocknc.us

-----Original Message-----

From: Mikul, Reuben P CIV FRC East, 6.7.1.2 [mailto:reuben.mikul@navy.mil]

Sent: Tuesday, July 21, 2015 8:01 AM

To: Cindy Morgan

Subject: BOA application

Good morning,

I have completed and signed the application I received for the Board of Adjustments and it is attached. In an email I received from Katrina Marshall I was told to send the completed form to you.

R/S

Reuben Mikul

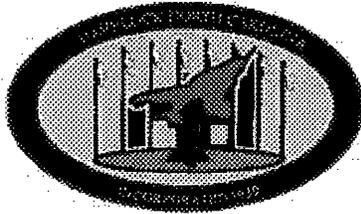
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 **DOC.pdf**  
42K

---

**Gwendolyn Bryan** <gbryan@cravencountync.gov>

Tue, Jul 21, 2015 at 10:49 AM



Email Application

CITY OF HAVELOCK  
TALENT BANK APPLICATION FOR APPOINTMENT  
TO A CITY BOARD OR COMMISSION

Name: Reuben Mikul

Physical Residential Address: 906 Greenfield Heights Blvd

Home Phone: 444-2821 Work Phone: 464-6228

E-mail Address: reubenmikul@ec.rr.com

Please check the board/commission you are interested:

- Eastern Carolina Aviation Heritage Foundation (ECAHF)
- Planning Board
- Board of Adjustment
- Community Appearance Commission
- Recreation Advisory Board
- Library Board
- Miscellaneous Ad Hoc Committees

Do you live within the corporate limits of Havelock?  Yes  No

How long have you been a resident of Havelock? 30 yrs (1980-1995, 2000-current)

High School Attended: Chichester High School

Presently employed by: Fleet Readiness Center East

Occupation: Logistician for Naval Aviation

Why do you want to serve on this board? I would like to serve my community in a helpful way.

Have you previously served on any city board/commission?  Yes  No

If yes, which one? \_\_\_\_\_ When? \_\_\_\_\_

Why do you think you would be an asset to this board? I am open minded, listen to reasonable solutions and pride myself in making good decisions.

Signed: Reuben Mikul Date: July 21, 2015

Please return to:  
City Clerk's Office - 1 Government Avenue - P. O. Box 368 - Havelock, North Carolina  
Website: [www.HavelockNC.US](http://www.HavelockNC.US)  
Phone: 252-444-6406 ♦ Fax: 252-447-0126 ♦ E-mail: [cmorgan@havelocknc.us](mailto:cmorgan@havelocknc.us)

**RESOLUTION**

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by it identified as 612 Murphy Drive, Cove City NC, Tax Parcel Number 3-C-07-003, and more particularly described in Deed Book 3286 at Page 913 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 3<sup>rd</sup> DAY OF AUGUST, 2015.

---

STEVE TYSON, Chairman

(County Seal)

---

GWENDOLYN BRYAN,  
Clerk to the Board

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

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

Street Address: 612 Murphy Drive

Subdivision Name: n/a

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

Plat Reference: n/a

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

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

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

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

3. **CONDITIONS:**

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

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

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

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

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

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

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

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

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

7. **EVIDENCE OF TITLE:** Not Applicable.

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

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

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

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

10. **PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:**

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

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

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

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

Buyer Initials WC Seller Initials \_\_\_\_\_

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

BUYER:

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

SELLER

CRAVEN COUNTY

By: \_\_\_\_\_ (SEAL)  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

COVE CITY

By: \_\_\_\_\_ (SEAL)  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

Buyer Initials WC Seller Initials \_\_\_\_\_

## Craven County Geographic Information System

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

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

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



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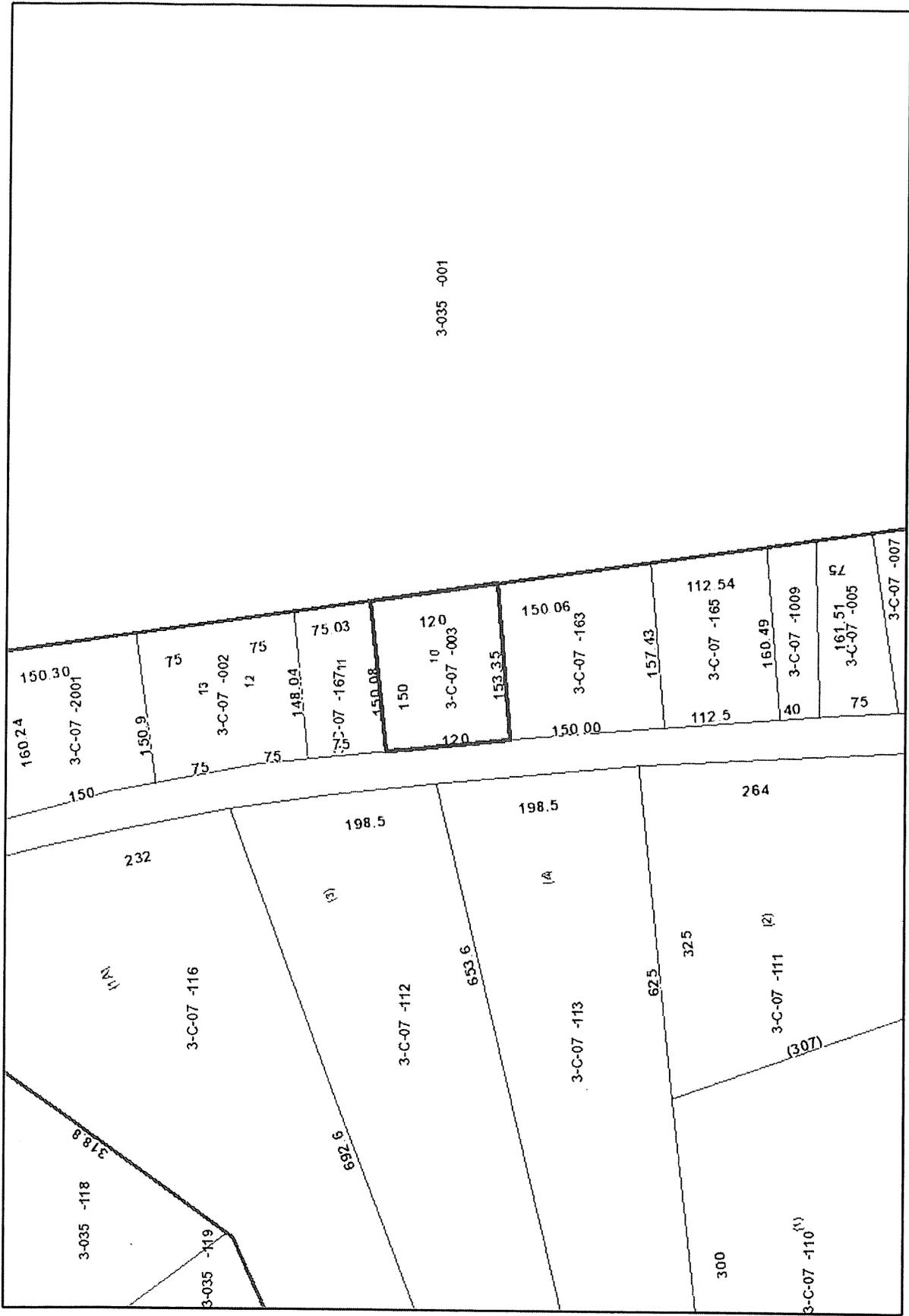
**Assessed Acreage :** 0.413      **Calculated Acreage :** 0.410  
**Deed Reference :** 3286-0913      **Recorded Date :** 6 24 2014  
**Recorded Survey :**  
**Estate Number :**  
**Land Value :** \$12,000      **Tax Exempt :** Yes  
**Improvement Value :** \$65,910      **# of Improvements :** 2  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

### Recent Sales Information

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

### List of Improvements to Site

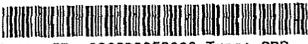
Type of Structure	Year Built	Base Area 1st Floor	Value
MANUFACTURED HOME - MULTI UNIT	1996	1188	\$65,710
STORAGE BUILDING-DETACHED-RES	1994	192	\$200



1 inch equals 126 feet



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

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

NORTH CAROLINA

**COMMISSIONER'S DEED**

CRAVEN COUNTY

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

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

**WITNESSETH:**

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

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

---

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

*MS* 3



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

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

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

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

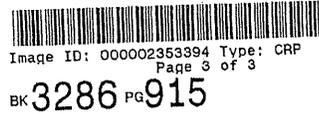
NOW THEREFORE, in consideration of the premises, the said Aaron D. Arnette, Commissioner, as aforesaid, does hereby grant, bargain, sell, and convey to Craven County and Cove City all of that certain tract or parcel of land lying, situate and being in Number Three (3) Township, Craven County, North Carolina,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

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

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

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

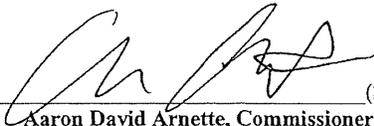
**This parcel is not the primary residence of the grantor.**



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

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

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

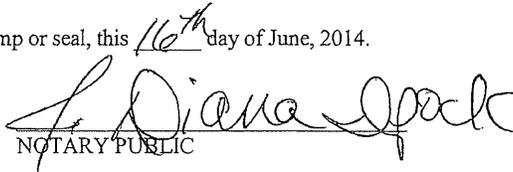
  
\_\_\_\_\_  
Aaron David Arnette, Commissioner (SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF CRAVEN

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

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

My Commission Expires:

  
\_\_\_\_\_  
NOTARY PUBLIC

6/24/2017

LSS51290



**RESOLUTION**

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by it identified as 2973 NC 43 Hwy, New Bern NC, Tax Parcel Number 1-052-088, and more particularly described in Deed Book 3335 at Page 298 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 3<sup>rd</sup> DAY OF AUGUST, 2015.

\_\_\_\_\_  
STEVE TYSON, Chairman

(County Seal)

\_\_\_\_\_  
GWENDOLYN BRYAN,  
Clerk to the Board

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

1. REAL PROPERTY: Located in Township 1, Craven County, North Carolina, being known as and more particularly described as: Street Address: 2973 NC 43 HWY, New Bern, NC 28562 Subdivision Name: n/a Tax Parcel ID No.: 1-052-088 Plat Reference: n/a

Being all of that property more particularly described in Deed Book 3335, Page 298 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$2,500.00 and shall be paid as follows:

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

(b) \$2,000.00 BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

- (a) This contract is not subject to Buyer obtaining financing.
(b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
(c) The Property is being sold subject to all liens and encumbrances of record, if any.
(d) Other than as provided herein, the Property is being conveyed "as is".
(e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.
(f) Title shall be delivered at Closing by QUITCLAIM DEED

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

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

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

7. EVIDENCE OF TITLE: Not Applicable.

8. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before September 30, 2015.

The deed is to be made to: CHRISTY FOREMAN or assign(s).

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

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

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

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

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

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

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

Buyer Initials [Signature] Seller Initials \_\_\_\_\_

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

BUYER:

*Christy Foreman* (SEAL)

Name: CHRISTY FOREMAN

Date: 7-13-15

SELLER

CRAVEN COUNTY

By: \_\_\_\_\_ (SEAL)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

0067241  
Office AU #

11-24  
1210(8)

# CASHIER'S CHECK

6724101088

Remitter: CHRISTY MOORE FOREMAN  
Operator I.D.: 0341353

July 13, 2015

PAY TO THE ORDER OF \*\*\*CRAVEN COUNTY \*\*\*

\*\*\*Five hundred dollars and no cents\*\*\*

\*\*\$500.00\*\*

Payee Address:  
Memo:

WELLS FARGO BANK, N.A.  
401 S FRONT ST  
NEW BERN, NC 28560  
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 500.00

*Richard Terry*  
CONTROLLER

Security features included. Details on back.

⑈6724101088⑈ ⑆12⑆000248⑆486⑆ 000166⑈

## 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 7/9/2015 2:29:34 PM

**Parcel ID :** 1-052 -088  
**Owner :** CRAVEN COUNTY  
**Mailing Address :** 406 CRAVEN ST NEW BERN NC 28560  
**Property Address :** 2973 NC 43 HWY  
**Description :** ROACH LAND  
**Lot Description :** 115 X 300.4 IRR



**Assessed Acreage :** 0.770                      **Calculated Acreage :** 0.770  
**Deed Reference :** 3335-0298              **Recorded Date :** 2 12 2015

**Recorded Survey :**

**Estate Number :**

**Land Value :** \$15,000                      **Tax Exempt :** Yes  
**Improvement Value :** \$26,430              **# of Improvements :** 5  
**Total Value :** \$41,430

**City Name :**                                      **Fire tax District :** TOWNSHIP 1

**Drainage District :**                              **Special District :**

**Land use :** RESIDENTIAL - ONE FAMILY UNIT

### Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
2/12/2015	ALONZO, FERNANDO	CRAVEN COUNTY	STRAIGHT TRANSFER	\$3,500
8/14/2002	FANNIE MAE	ALONZO, FERNANDO	STRAIGHT TRANSFER	\$0
4/25/2002	CUTSHAW, TERESSA W	FANNIE MAE	STRAIGHT TRANSFER	\$0
12/12/1997	HOBBS, SIDNEY K & CUTSHAW, TERESSA	CUTSHAW, TERESSA W	STRAIGHT TRANSFER	\$0
12/11/1996	HOEVERMAN, KARL EDWARD	HOBBS, SIDNEY K & CUTSHAW, TERESSA	STRAIGHT TRANSFER	\$44,000
7/22/1993	MOORE, SALLY B	HOEVERMAN, KARL EDWARD	PROPERTY SPLIT	\$30,000

### List of Improvements to Site

Type of Structure	Year Built	Base Area 1st Floor	Value
RESIDENTIAL CONSTRUCTION	1940	1218	\$26,430
BARN-ONE STORY-DETACHED	1950	512	
BARN-ONE STORY-DETACHED	1950	252	
GARAGE/SHOP-DETACHED	1950	216	
BARN-ONE STORY-DETACHED	1950	192	

  
 Image ID: 00002433688 Type: CRP  
 Recorded: 02/12/2015 at 03:17:33 PM  
 Fee Amt: \$33.00 Page 1 of 3  
 Revenue Tax: \$7.00  
 Workflow# 0000128851-0001  
 Craven, NC  
 Sherri B. Richard Register of Deeds  
 BK **3335** PG **298**

NORTH CAROLINA

**COMMISSIONER'S DEED**

CRAVEN COUNTY

Revenue Stamps: \$7.00  
Parcel # 1-052-088

THIS COMMISSIONER'S DEED, made and executed this 12<sup>th</sup> day of February, 2015, by and between **DAVID B. BAXTER, JR., Commissioner**, pursuant to a judgment of the District Court of the N.C. General Court of Justice in Craven County, North Carolina in an action entitled "Craven County, Plaintiff v. Fernando Alonzo, *et al.* (File No. 13 CVD 1371), Grantor, to Craven County, whose mailing address is 406 Craven Street, New Bern, North Carolina 28560 as Grantee.

**WITNESSETH :**

WHEREAS, said David B. Baxter, Jr., Commissioner, being empowered and directed by a judgment in the said action, did, on the 21<sup>st</sup> day of January, 2015, after due advertisement according to law, and as directed by said judgment, expose the land hereinafter described to public sale at the door of the Craven County Courthouse, where and when Craven County became the last and highest bidder(s) for said land at the public sale for the sum of **\$3,167.15**; and

WHEREAS, on the 21<sup>st</sup> day of January, 2015, David B. Baxter, Jr., Commissioner, reported to the Court that Craven County was the last and highest bidder for said property in the amount of **\$3,167.15**; and,

WHEREAS, on the 22<sup>nd</sup> day of January, 2015, David B. Baxter, Jr., Commissioner, filed a Report of Sale indicating that Craven County was the last and highest bidder for said property in the amount of **\$3,167.15**; and,

---

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

②

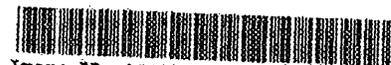


Image ID: 000002433688 Type: CRP  
Page 2 of 3

BK 3335 PG 299

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

WHEREAS, an amended order confirming the sale to Craven County was entered by the Craven County Clerk of Superior Court on or about February 11, 2015; and

WHEREAS, on or about February 11, 2015, David B. Baxter, Jr., Commissioner, was ordered by judgment of said Court to execute a deed in fee simple to Craven County; and

NOW THEREFORE, in consideration of the premises, the said David B. Baxter, Jr., Commissioner, as aforesaid, does hereby grant, bargain, sell, and convey to Craven County all of that certain tract or parcel of land lying, situate and being in Number One (1) Township, Craven County, North Carolina, and more particularly described as follows:

**The property is commonly referred to by its tax parcel identification number which is 1-052-088. A description of the property is recorded in Book 1936, Page 106, of the Craven County Registry and further described as:**

**Lying and being in Number One (1) Township, Craven County, North Carolina and beginning at the western most intersection of the centerlines of N.C.S.R. 1477 and N.C. Highway 43 and running thence South 39-08-45 East 166.04 feet to a point, in the set centerline of N.C. Highway 43, thence S 50-51-15 West 50 feet to an existing iron pipe in the southern right-of-way line of N.C. Highway 43, the point of beginning and running from said point of beginning S 39-08-45 East 115.03 feet to an existing iron pipe, a corner; thence S 52-16-39 West 299.99 feet to an iron pipe, a corner; thence N 39-08-45 W 107.58 feet to an iron pipe, a corner; thence N 50-51-15 E 299.90 feet to the point of beginning and being the same property as sown on that map entitled "Survey for Sidney K. Hobbs and Teresa W. Cutshaw", dated December 09, 1996, prepared by Merrill Land Surveying. Together with improvements located thereon; said property being located at 2973 NC Highway 43, Vanceboro, North Carolina.**



Image ID: 000002433690 Type: CRP  
Page 3 of 3

BK 3335 PG 300

**Being the identical property described in Deed recorded in Book 1544,  
Page 443 filed for record in Craven County Courthouse.**

**This parcel is not the primary residence of the grantor.**

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances thereunto belonging to Craven County, the said Grantee, in fee simple forever, in as full and ample manner as said David B. Baxter, Jr., Commissioner, as aforesaid, is authorized and empowered to convey same.

IN WITNESS WHEREOF, the said David B. Baxter, Jr., Commissioner, hath hereunto set his hand and seal the day and year first above written.

  
\_\_\_\_\_  
David B. Baxter, Jr., Commissioner (SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF CRAVEN

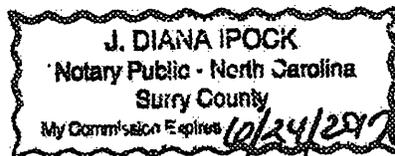
I, J. Diana Ipoock, a Notary Public of Surry County, North Carolina, do hereby certify that **David B. Baxter, Jr., Commissioner**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 12<sup>th</sup> day of February, 2015.

My Commission Expires:

6/24/2017

  
\_\_\_\_\_  
NOTARY PUBLIC





**RESOLUTION**

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by it identified as 735 W NC 55 Hwy, New Bern NC, Tax Parcel Number 8-218-066, and more particularly described in Deed Book 3362 at Page 452 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 3<sup>rd</sup> DAY OF AUGUST, 2015.

\_\_\_\_\_  
STEVE TYSON, Chairman

(County Seal)

\_\_\_\_\_  
GWENDOLYN BRYAN,  
Clerk to the Board

CRAVEN COUNTY

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

1. REAL PROPERTY: Located in the City of New Bern, Craven County, North Carolina, being known as and more particularly described as:

Street Address: 735 W NC 55 Hwy, New Bern, North Carolina 28560

Subdivision Name: n/a

Tax Parcel ID No.: 8-218-066

Plat Reference: n/a

Being all of that property more particularly described in Deed Book 3362, Page 452 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$4,000.00 and shall be paid as follows:

(a) \$500.00 EARNEST MONEY DEPOSIT with this offer by  cash  bank check  certified check  other: N/A to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event: (1) this offer is not accepted; or (2) any of the Seller's conditions hereto are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$3,500.00 BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

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

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

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

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

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

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

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

5. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be the sole responsibility of the Buyer: (a) Ad valorem taxes, if any; (b) All late listing penalties, if any; (c) Rents, if any, for the Property.

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

7. EVIDENCE OF TITLE: Not Applicable.

8. LABOR AND MATERIAL: Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

9. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before September 30, 2015.

The deed is to be made to: DOLLIE BAKER, or assign(s).

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

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

Buyer Initials DNB Seller Initials \_\_\_\_\_

**11. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:**

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

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

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

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

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

**15. ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).

**16. PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

**17. SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

**18. ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

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

BUYER:

SELLER

CRAVEN COUNTY

Dollie M. Baker (SEAL)

By: \_\_\_\_\_ (SEAL)

Name: DOLLIE BAKER

Its: \_\_\_\_\_

Date: 7/28/2015

Date: \_\_\_\_\_

CITY OF NEW BERN

By: \_\_\_\_\_ (SEAL)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer Initials DMB \_\_\_\_\_ Seller Initials \_\_\_\_\_

THIS DOCUMENT IS AN ORIGINAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THIS DOCUMENT HAS A MICROPRINT SIGNATURE LINE. THE ABSENCE OF THESE FEATURES WILL INDICATE A COPY.



1815 KILDALRE FARM RD  
SUITE A  
CARY, NC 27518  
919/851-5690  
252/447-0691

OFFICIAL CHECK

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.  
P.O. BOX 9476, MINNEAPOLIS MN 55480  
DRAWEE: BOKF, NA  
EUFALA, OK

716648

49-55/1031

TO THE  
ORDER  
OF

Ref: OFFER PURCH PARCEL 8-218-066  
CRAVEN COUNTY \*\*\*\*\*

DATE  
28 JUL 15

FIVE HUNDRED DOLLARS ONLY

CHECK AMOUNT  
**\$500.00**

CRAVEN COUNTY

DRAWER: FIRST FLIGHT FEDERAL CREDIT UNION

NEW BERN NC 28560

*Cassandra Zwick*  
AUTHORIZED SIGNATURE

⑈ 7 1 6 6 4 8 ⑈ ⑆ 1 0 3 1 0 0 5 5 1 ⑆ 0 1 6 0 0 1 1 3 8 1 3 5 2 ⑈

## 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 7/28/2015 12:38:38 PM

**Parcel ID :** 8-218 -066  
**Owner :** CRAVEN COUNTY & NEW BERN-CITY  
**Mailing Address :** 406 CRAVEN ST NEW BERN NC 28560  
**Property Address :** 735 W NC 55 HWY  
**Description :** 1 LOT WHITFIELD LAND  
**Lot Description :**



---

**Assessed Acreage :** 0.470                      **Calculated Acreage :** 0.480  
**Deed Reference :** 3362-0452              **Recorded Date :** 6 10 2015  
**Recorded Survey :**  
**Estate Number :**  
**Land Value :** \$13,500                      **Tax Exempt :** Yes  
**Improvement Value :** \$10,350              **# of Improvements :** 1  
**Total Value :** \$23,850  
**City Name :** NEW BERN                      **Fire tax District :**  
**Drainage District :**                              **Special District :**  
**Land use :** RESIDENTIAL - ONE FAMILY UNIT

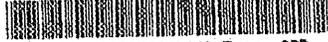
### Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
6/10/2015	SWINSON, CHARMIN S	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$4,000
9/6/2013	STEVENS, THOMAS & KATIE	SWINSON, CHARMIN S	MULTI-PARCEL-SALE	\$0
10/8/2010	SWINSON, BRYON & BAKER, DOLLIE	STEVENS, THOMAS & KATIE	MULTI-PARCEL-SALE	\$0
3/12/2010	STEVENS, KATIE S	SWINSON, BRYON & BAKER, DOLLIE	STRAIGHT TRANSFER	\$0

### List of Improvements to Site

Type of Structure	Year Built	Base Area 1st Floor	Value
RESIDENTIAL CONSTRUCTION	1962	1008	\$10,350

Workflow No. 0000135772-0001

  
 Image ID: 000002466446 Type: CRP  
 Recorded: 06/10/2015 at 03:06:26 PM  
 Fee Amt: \$34.00 Page 1 of 4  
 Revenue Tax: \$8.00  
 Workflow# 0000135772-0001  
 Craven, NC  
 Sherri B. Richard Register of Deeds  
 BK **3362** PG **452**

NORTH CAROLINA

**COMMISSIONER'S DEED**

CRAVEN COUNTY

Revenue Stamps: \$8.00

Parcel # 8-218-066

THIS COMMISSIONER'S DEED, made and executed this 10<sup>th</sup> day of June, 2015, 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 KATIE S. STEVENS, et al et al., Defendants.", Grantor, to Craven County and the City of New Bern whose mailing addresses are: 406 Craven St., New Bern, NC 28560 and 300 Pollock St., New Bern, NC 28560, respectively, collectively as Grantee.

**WITNESSETH:**

WHEREAS, said JIMMIE B. HICKS, JR., Commissioner, being empowered and directed by a judgment in the said action, did, on the 14<sup>th</sup> day of May, 2015, 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 \$3,529.80;

WHEREAS, on the 14<sup>th</sup> day of May, 2015, JIMMIE B. HICKS, JR., Commissioner, reported to the Court that Grantee was the highest bidder for said land in the amount of \$3,529.80;

---

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

*Handwritten initials: Mox G #*



Image ID: 000002466447 Type: CRP  
Page 2 of 4

BK 3362 PG 453

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 2<sup>nd</sup> day of June, 2015, 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:

**Beginning at a set iron pipe marking the southwestern corner of the Katrina S. Hill Tract as described in a deed recorded in Book 1728 at Page 623 of the Craven County Registry and the northwestern corner of the lot herein conveyed described in a Deed to Grantor recorded in Book 1044, Page 432 of the Craven County Registry; running thence from said point or place of beginning so located, South 60° 48' East 106.10 feet to a point; thence South 32° 30' West 199.0 feet to a point; thence North 60° 48' West 106.10 feet to a point; thence North 32° 30' East 199.00 feet to the point or place of beginning, containing approximately 0.48 acres in accordance with a map by Herbert J. Nobles, Jr., R.L.S. entitled "Surveyed for Thomas Stevens and wife, Katie S. Stevens", dated May 20, 1982, a copy of which is attached to Deed recorded in Book 1044 at Page 432 of the Craven County Registry, and referred to for a more perfect description.**

Also conveyed herein is a perpetual right of way or easement approximately 20 feet in width designated on said map as driveway, it being the intent of the parties hereto to convey to the parties of the second part the perpetual right to use said driveway as a right of ingress or egress to and from the tract described above, and the installation of such utilities as are necessary for the full use and enjoyment of said property for residential purposes, and said right of way shall be appurtenant to and run with said tract described above.

SUBJECT to any and all liens appearing of record.  
This property is also commonly referred to by its tax parcel identification



Image ID: 000002466448 Type: CRP  
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**numbers which are 8-218-066.**

**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 8-218-066 the title conveyed by this Commissioner's Deed is held pursuant to N.C. Gen. Stat. § 105-376, with Craven County having \$2,886.01 in taxes, interest, penalties, fees and costs associated with this matter and the City of New Bern having \$643.79 in taxes, interest, penalties, fees and costs associated with this matter, all of which constitute a first and prior lien as of the date of the sale. Upon subsequent sale of this parcel, the proceeds will be distributed between Craven County and 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.

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

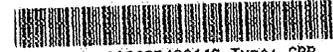


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STATE OF NORTH CAROLINA  
COUNTY OF CRAVEN

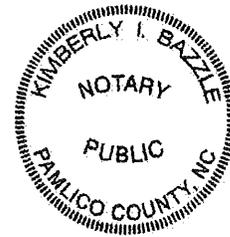
I, Kimberly L. Bazzle, a Notary Public of the County of Pamlico State of North Carolina, do hereby certify that **JIMMIE B. HICKS, JR., Commissioner**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 10<sup>th</sup> day of June, 2015.

My Commission Expires:

9/25/18

Kimberly Bazzle  
NOTARY PUBLIC





**RESOLUTION**

**1306 Kinston Street (#8-014-321)**  
**Conveyance of Interests to City of New Bern**

THAT WHEREAS, Craven County (the "County") acquired title to certain property more commonly referred to as 1306 Kinston Street, New Bern, North Carolina, and further identified as Tax Parcel Number 8-014-321 (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 3<sup>rd</sup> DAY OF AUGUST, 2015.

---

STEVE TYSON, Chairman

(County Seal)

---

GWENDOLYN BRYAN,  
Clerk to the Board

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



**FEMA**

June 24, 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

Reference: HMGP 4019-0027: Craven County Acquisition – Property Transfer

Mr. Burk:

This is in response to your request on June 24, 2015. Accordingly, Craven County requests to transfer property purchased with Hazard Mitigation Grant Program (HMGP) funds to the City of New Bern. The parcel (8-014-321) is located at 1306 Kinston Street 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,

A handwritten signature in cursive script, appearing to read "Cathy E. [unclear]".

*for* Jacky Bell, Chief  
Hazard Mitigation Assistance Branch  
Mitigation Division

NORTH CAROLINA  
CRAVEN COUNTY

Tax Parcel #8-014-321  
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:

**SEE EXHIBIT A ATTACHED HERETO AND  
INCORPORATED HEREIN BY REFERENCE**

---

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

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 B, 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

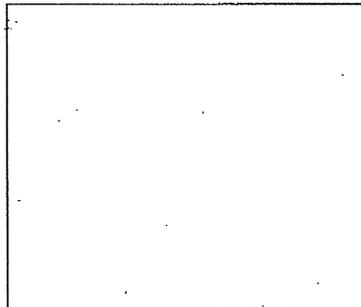


EXHIBIT A

All of those certain lots and parcels of land lying and being situated in Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

**Parcel One:** Being all of Lot Number 251 in that certain subdivision known and designated as MECHANICSVILLE, a map or plat of which being recorded in Book 116, at Page 530, Craven County Registry, which map is by reference incorporated herein for a particular description of said parcel.

**Parcel Two:** BEGINNING AT A POINT in the northwestern right of way line of Kinston Street in the City of New Bern, said point being the southern corner of Lot Number 252, Mechanicsville, THENCE from said point of beginning North 51°48'42" East 20.00 feet along said right of way line to a point; thence North 36°40'39" West 100.00 feet to a point in the northern boundary line of Lot 252; thence South 51°48'42" West 20.00 feet to the northwestern corner of Lot 252; thence South 36°40'39" East 100.00 feet to the point of beginning, being the western 20 feet of Lot Number 252, MECHANICSVILLE, a map or plat of which being recorded in Book 116, at Page 530, Craven County Registry, which map is by reference incorporated herein for a particular description of said parcel.

## **EXHIBIT B**

### **CONSERVATION EASEMENT**

#### **RECITALS**

Craven County (hereinafter "County") acquired title to the property more particularly described in a deed recorded in Book 3352, Page 695 of the Craven County Registry (hereinafter "Subject Parcel") from Jimmy E. Dillahunt and wife, Janie B. Dillahunt, on May 1, 2015 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 3352, Page 695 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.