

**AGENDA  
CRAVEN COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
TUESDAY, SEPTEMBER 8, 2015  
7:00 P.M.**

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

1. CONSENT AGENDA
  - A. Minutes of August 17, 2015
  - B. Military Family of the Quarter
  - C. Tax Releases and Refunds
2. PUBLIC HEARING FOR FY15 CDBG INFRASTRUCTURE FUNDING CYCLE:  
Reed Whitesell, Holland Consulting Planners, Inc.
3. PETITIONS OF CITIZENS
4. COASTAL CAROLINA AIRPORT REQUEST FOR GRANT ACCEPTANCE:  
Tom Braaten, Airport Director
5. ABC BOARD MATTERS: Chip Chagnon, Chair
  - A. Approval of Travel Policy
  - B. Audit Presentation

DEPARTMENTAL MATTERS

6. CONVENTION CENTER: Mary Harris, Convention Center Director
  - A. New Bern-Craven County Convention & Visitor Center 2014-2015 Annual Tourism Report
  - B. New Bern Riverfront Convention Center Proposed 2016 Rental Rates and Policies
7. CARTS – REQUEST FOR APPROVAL OF THE HALF PRICE FARE POLICY, HALF PRICE FARE PROCEDURES AND HALF PRICE FARE APPLICATION:  
Kelly Walker, Transportation Director
8. PLANNING: Don Baumgardner, Planning Director

- A. Subdivisions for Approval
- B. Road Addition Request

- 9. APPOINTMENTS
- 10. COUNTY ATTORNEY'S REPORT: Jim Hicks
- 11. COUNTY MANAGER'S REPORT: Jack Veit
- 12. COMMISSIONERS' REPORTS

Agenda Date: September 8, 2015

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

Agenda Item No. 1

Board Action Required or Considered: Yes

## CONSENT AGENDA

### A. MINUTES OF AUGUST 17, 2015

The Board will be asked to approve the minutes of August 17, 2015 regular session.

### B. MILITARY FAMILY OF THE QUARTER RESOLUTION

The Board received a request to adopt the resolution, contained in Attachment #1.B, recognizing the family of Staff Sergeant Corey D. Rodgers as Military Family of the Quarter. The recognition luncheon will be held on Thursday, September 10, and a Commissioner is requested to attend.

### C. TAX RELEASES AND REFUNDS

Craven County Tax Administrator, Ronnie Antry, submitted the routine requests for tax releases and refund contained in Attachment #1.C for the Board's approval. There is one credit memo in the amount of \$11,255.81, of which \$10,874 is a City of New Bern demolition lien.

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

Agenda Date: September 8, 2015

Presenter: Reed Whitesell

Agenda Item No. 2

Board Action Required or Considered: Yes

## **PUBLIC HEARING FOR FY15 CDBG INFRASTRUCTURE FUNDING CYCLE**

A public hearing will be held on Tuesday, September 8<sup>th</sup>, 2015 at 7:00 pm. The purpose of this public hearing is to receive public comments regarding the County's intent to submit an application for a grant of approximately \$960,000 in FY15 CDBG infrastructure funds to replace existing/install new STEP on-site sewage disposal systems at scattered locations throughout Craven County Township 7.

This application was previously submitted in March 2015. The CDBG application points rating system has changed significantly for the September application cycle, and it appears that the proposed project may not be competitive due to changes in key economic indicators for Craven County as a whole. Those factors will be presented by Mr. Whitesell prior to the public hearing.

**Board Action: Hear public comment; consider grant submittal.**

Agenda Date: September 8, 2015

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

Agenda Item No. 3

Board Action Required or Considered: No

## PETITIONS OF CITIZENS

**Board Action: Receive Information**

Agenda Date: September 8, 2015

Presenter: Tom Braaten

Agenda Item No. 4

Board Action Required or Considered: Yes

## **COASTAL CAROLINA AIRPORT REQUEST FOR GRANT ACCEPTANCE**

Airport Director, Tom Braaten, will present a request to approve the acceptance of an FAA AIP grant in the amount of \$1,258,202. The grant monies will be used for: Taxiway B, E, K, F, and L lighting rehabilitation; Runway 14/32 and Runway 22 approach clearing environmental documentation phase; land acquisition reimbursement; Taxiway E and apron rehabilitation and safety area drainage improvements – environmental documentation phase, and a perimeter security inspection vehicle. The Airport will fund the 10% match in the amount of \$139,800.

**Board Action: Approve acceptance of the grant.**

Agenda Date: September 8, 2015

Presenter: Chip Chagnon

Agenda Item No. 5

Board Action Required or Considered: Yes

## **ABC BOARD MATTERS**

### **A. APPROVAL OF TRAVEL POLICY**

The Board is requested to approve the travel policy which appears as Attachment #5.A., as required annually.

**Board Action: Consider approval of policy.**

### **B. AUDIT PRESENTATION**

ABC Board Chairman, Chip Chagnon, will present the annual audit.

**Board Action: Receive information**

Agenda Date: September 8, 2015

Presenter: Mary Harris

Agenda Item No. 6

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: CONVENTION CENTER**

**A. NEW BERN-CRAVEN COUNTY CONVENTION & VISITOR CENTER 2014-2015 ANNUAL TOURISM REPORT**

Convention Center Director, Mary Harris, will present the NC Travel and Tourism numbers reported this year along with the Craven County tourism numbers and economic impact for calendar year 2014 provided by the Economic Development Partnership of North Carolina. She will also provide the fiscal year 2014-2015 occupancy tax numbers along with the economic impact of the New Bern Riverfront Convention Center and a brief overview of the many marketing efforts and accomplishments of the New Bern-Craven County Convention & Visitor Center during last fiscal year.

**Board Action: Receive information.**

**B. NEW BERN RIVERFRONT CONVENTION CENTER PROPOSED 2016 RENTAL RATES AND POLICIES**

Each year the Convention Center reviews rates and completes a competitive analysis which includes other convention centers, hotels and banquet facilities in the region. Due to increased operating costs, it is recommended that rental rates stay the same, and that food minimums currently stated in the policy be eliminated so that all space will be rented at the listed rate.

Ms. Harris has enclosed the proposed 2016 space rental rates and proposed policies compared to the current 2015 policies contained in Attachment #6.B.

**Board Action: A vote is needed to approve the proposed 2016 rental rates and policies.**

Agenda Date: September 8, 2015

Presenter: Kelly Walker

Agenda Item No. 7

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: CARTS – REQUEST FOR APPROVAL OF THE HALF PRICE FARE POLICY, HALF PRICE FARE PROCEDURES AND HALF PRICE FARE APPLICATION**

The FTA requires that CARTS offer a half price fare on the fixed route (or loop) for anyone who is age 65 or older, has a Medicare card, or has a disability. This price structure was included in the Transit Development Plan and Fare Increase, both approved at the August 3, 2015 meeting. Transportation Director, Kelly Walker, is requesting approval of the policy and procedures for the half price fare, including the application. Anyone who is utilizing the half fare price based on age or Medicare card will not be required to complete an application or have an eligibility card issued by CARTS. They may show proof of eligibility, such as the Medicare card, and a picture identification card when boarding and receive the half fare price. (See Attachment #7)

**Board Action: Approval of policy, procedures and application.**

Agenda Date: September 8, 2015

Presenter: Don Baumgardner

Agenda Item No. 8

Board Action Required or Considered: Yes

## DEPARTMENTAL MATTERS: PLANNING

### A. SUBDIVISIONS FOR APPROVAL

Craven County Planning Director, Don Baumgardner, will present the following subdivisions for the Board's approval. The Planning Board met on August 27 and recommended the subdivisions for approval.

#### Adelia G. Chance – Final

- Property is owned by Adelia G. Chance and surveyed by Chance & Associates, Inc.
- Property is located within Twp. 7, off of Wilcox Rd.
- Parcel ID 7-052-001
- Subdivision contains 1 lot on 1.49 acres
- Lot proposed to be served by community water and an individual septic system

#### Myrtis A. Taylor – Final

- Property is owned by Myrtis A. Taylor and surveyed by James C. Simmons, Jr. PLS
- Property is located within Twp. 5, off of Adams Creek Rd.
- Parcel ID 5-015-019
- Subdivision contains 1 lot on 1.8016 acres
- Lot proposed is to be served by existing individual well (water) and an existing individual septic system

#### Horner Estates – Final

- Property is owned by Thomas & Patricia Downey and surveyed by Brad L. Suitt & Associates
- Property is located within Twp. 7, off of Old Airport Rd.
- Parcel ID 7-105-10002
- Subdivision contains 1 lot on 1 acre
- Lot proposed is to be served by City of New Bern sewer and county water

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

B. ROAD ADDITION REQUEST

Mr. Baumgardner will present a road addition resolution, contained in Attachment #8.B, requesting the Board of Commissioners to approve Quail Woods Drive, Covey Court, Finch Lane and Sparrow Drive located in Quail Woods Subdivision to be turned over to the State of North Carolina for maintenance. The resolution, once passed, will be forwarded to NCDOT for their final consideration and acceptance of the roads to the State Maintenance System.

**Board Action: A vote is needed to approve the standard SR2 Road Addition Resolution.**

Agenda Date: September 8, 2015

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

Agenda Item No. 9

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):**

JUVENILE CRIME PREVENTION COUNCIL

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

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

NUMBER OF MEMBERS:  
25 (maximum)

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

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: 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.)

**Application on file:**    Jamara Wallace (Attachment #9.A.)

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 (Resigned)  
Jessica James (Resigned)  
Mystre Van Horn (Resigned)

**No applications on file.**

**B. CURRENT APPOINTMENTS**

CRAVEN COUNTY CLEAN SWEEP COMMITTEE

AUTHORIZATION: Bylaws

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

NUMBER OF MEMBERS:

15

\_\_\_\_\_

\_\_\_\_\_

TYPE:

Civic, neighborhood, municipal, industrial business, schools

\_\_\_\_\_

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

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: 3<sup>rd</sup> Wednesday of the months of March, June, September and December

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

**Term(s) Ending:** Robert Blair (Appointed 2012)  
Len Long (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:** Susan Mathes (Appointed 2012)  
(Reappointment has been requested)

EMERGENCY MEDICAL SERVICES ADVISORY COUNCIL

AUTHORIZATION: \_\_\_\_\_

MISSION/FUNCTION: Functions as a technical committee of the Board of Commissioners to develop and recommend for approval by the Board of Commissioners standards of care, policies, procedures and actions which will maintain and improve the quality of Emergency Medical Services for Craven County residents.

NUMBER OF MEMBERS: \_\_\_\_\_ TYPE: \_\_\_\_\_  
28 \_\_\_\_\_  
\_\_\_\_\_ \_\_\_\_\_

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

1) Craven County Manager, or designee; 2) Director of Emergency Services; 3) representative from each EMS provider; 4) representative from each authorized First Responder provider; 5) hospital president or designee; 6) County Medical Director; 7) physician nominated by Craven County Medical Society; 8) representative from Communications division; 9) representative nominated by Craven County Firemen's Association; 10) hospital emergency room supervisor; 11) non-provider affiliated citizen; 12) Community College Dean of Continuing Education; 13) representative nominated by Craven County Law Enforcement Association; 14) representative from Naval Hospital at Cherry Point; 15) ad hoc members to include Eastern Carolina Council of Governments, EMS Director, NC Office of Emergency Medical Services, and Executive Director of the American Red Cross

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: Bi-monthly

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

**Term(s) ending:** Crystal Tew (Appointed 2012)  
(Wishes to be reappointed, as she is still Captain at Ft. Barnwell)

JURY COMMISSION

AUTHORIZATION: NCGS Chapter 9-1

MISSION/FUNCTION: Selects list of suitable citizens from among those eligible to serve as jurors for a term of court

NUMBER OF MEMBERS:

1

1

1

\_\_\_\_\_

TYPE:

(Appointed by County Commissioners)

(Appointed by Sr. Resident Superior Court Judge)

(Appointed by Clerk of Superior Court)

\_\_\_\_\_

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

Must be qualified voter of Craven County

LENGTH OF TERMS: 2 Years

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

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

**Term Expiring:** James Muse (Appointed 2013)  
A letter of request will be forthcoming from the Clerk of Superior Court.

**C. UPCOMING APPOINTMENTS**

**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)

## COUNTY ATTORNEY'S REPORT

A. Initial Offer to Purchase Real Property – 1240 Jonestown Road (#3-032-017)

County Attorney, Jim Hicks, will present an offer received by the County in the amount of \$3,000.00 for property located at 1240 Jonestown Road, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$2,463.54. The current tax value is \$76,640.00. Attachment #10.A. 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.

B. Final Acceptance - Offer to Purchase Real Property – 2970 NC 43 Hwy (Parcel Number 1-052-088)

Mr. Hicks will present an offer previously received and tentatively approved in the amount of \$2,500.00 for property located at 2970 NC 43 Hwy, 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. The offer was advertised, and although there was an upset bid, it was withdrawn before the upset period; and that bidder's deposit was forfeited. Attachment #10.B contains the proposed resolution, deed and lien waiver. It is recommended that the Board give final approval of the sale and adopt the resolution.

C. Final Acceptance - Offer to Purchase Real Property – 1021 Lees Avenue (Parcel Number 8-006-172)

The County and City previously received and tentatively approved an offer in the amount of \$6,300.00 for property located at 1021 Lees Avenue, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$4,402.44. The current tax value is \$34,730.00. The offer was advertised, and there were multiple upset bids, requiring new notices of upset bids. This offer was the final, highest bid. Attachment #10.C contains the proposed resolution, deed and lien waiver. It is the recommendation of Mr. Hicks that the Board give final approval of the sale and adopt the resolution.

Agenda Date: September 8, 2015

Presenter: Jack Veit

Agenda Item No. 11

## **COUNTY MANAGER'S REPORT**

Agenda Date: September 8, 2015

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

Agenda Item No. 12

## **COMMISSIONERS' REPORTS**

**RESOLUTION  
RECOGNIZING THE FAMILY  
OF STAFF SERGEANT COREY D. RODGERS  
AS MILITARY FAMILY OF THE QUARTER**

**WHEREAS**, Staff Sergeant Corey D. Rodgers is currently stationed with MWHS-2 aboard MCAS Cherry Point and serves as the Instrument Repair Technician, Supply and Budgeting Fiscal Chief for the 2<sup>nd</sup> Marine Aircraft Wing Band within MWHS-2; and

**WHEREAS**, besides his primary duties, SSgt Rodgers serves as the unit Training Chief and Ground Safety Officer, as well as being one of the most respected and recognized 1<sup>st</sup> Degree Black Belt Marine Corps Martial Arts Instructors on MCAS Cherry Point, having trained Marines from nearly every unit aboard; and

**WHEREAS**, SSgt Rodgers has used his skills as a musician during the 24 rehearsal hours and three performances on the Euphonium at St. Paul Lutheran and First Baptist Churches of Havelock, and as an instrument repair technician, has spent 20 hours overhauling middle and high school instruments; and

**WHEREAS**, SSgt Rodgers has volunteered at least 15 hours per week at Sugoi Submissions teaching Brazilian Jui Jitsu to students of all ages, instilling the valuable lessons pertained in the code of discipline, honor, defense and offense, which resulted in five tournament competitions with great success and yielded gold medal performances in each; and

**WHEREAS**, his wife, Kayla Rodgers, has received numerous accolades and certificates of achievement while generously dedicating an average of 25 hours per week as a volunteer in-room teacher's aide, as well as assisting in the library and several book fairs at Arthur W. Edwards Elementary School; and

**WHEREAS**, SSgt Rodgers and wife, Kalya, have lived in the area since July of 2013 and have two children, Evan and Avery.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CRAVEN COUNTY BOARD OF COMMISSIONERS** recognizes the family of Staff Sergeant Corey D. Rodgers for their dedication, both personally and professionally, to the United States Marine Corp and local community.

**BE IT FURTHER RESOLVED THAT THE CRAVEN COUNTY BOARD OF COMMISSIONERS** congratulates them on being selected Military Family of the Quarter.

Adopted this 8<sup>th</sup> day of September, 2015.

\_\_\_\_\_  
Chairman Steve Tyson  
Craven County Board of Commissioners

\_\_\_\_\_  
Gwendolyn M. Bryan  
Clerk to the Board

TAX804P

CRAVEN COUNTY

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CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/08/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
AE, KAE DOUBLE BILLED-SEE ACCT 93512	0106004 2015-0000387	63.03
ALBANO, CHARLES J & M SIMONE ADJUSTED VALUE PER BILL OF SALE	0056423 2015-0000501	154.08
BECAFT, ANTHONY DID NOT OWN 1-1-2011	0068898 2011-0003853	32.18
BECAFT, ANTHONY DID NOT OWN 1-1-2012	0068898 2012-0003822	28.43
BECAFT, ANTHONY DID NOT OWN 1-1-2013	0068898 2013-0003776	24.98
BENEFICIAL MORTGAGE CO FORECLOSURE-LIEN EXTINGUISHED	0059948 2015-0004262	584.70
BRADFORD, FREEMAN CORRECTED VALUE-NOT LIVEABLE	0756150 2015-0006018	37.20
BRILLHART, EDWARD ALLEN DID NOT OWN 1/1/2015	0098407 2015-0006454	69.49
BRYANT, GLORIA S FORECLOSURE-LIEN EXTINGUISHED	0084083 2015-0007629	47.92
BURNETT, GEORGE EARNEST NOT TAXABLE TO CRAVEN COUNTY	0086556 2011-0008148	54.01
BURNETT, GEORGE EARNEST NOT TAXABLE TO CRAVEN COUNTY	0086556 2012-0008158	50.17
BURNETT, GEORGE EARNEST NOT TAXABLE TO CRAVEN COUNTY	0086556 2013-0090258	46.37
BURNETT, GEORGE EARNEST NOT TAXABLE TO CRAVEN COUNTY	0086556 2014-0008213	43.66
CHAPMAN, HERMAN JR HRS FORECLOSURE-LIEN EXTINGUISHED	0059539 2015-0010030	36.86

## CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/08/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
CORBIN, GEORGE E & THERESA C ADJUSTED VALUE PER BILL OF SALE	1482595 2015-0011881	4.89
CRAVEN COUNTY & NEW BERN-CITY DWELLING UNINHABITABLE	0097563 2015-0012548	36.00
CRAVEN RENTAL PROPERTIES LLC FORECLOSURE-LIEN EXTINGUISHED	0085325 2015-0012583	105.30
CRONE, ANNA FELTON FORECLOSURE-LIEN EXTINGUISHED	1606950 2015-0012810	26.86
DECKER, DAVID S FORECLOSURE-LIEN EXTINGUISHED	0036989 2015-0014440	59.05
DOVER MOSELEY CREEK HUNTING CL APPRAISAL VALUE CORRECTION	0013147 2015-0015677	99.77
FIRE DEPT-NUMBER 7 TOWNSHIP FI DWELLING VACANT SINCE 2011	0094138 2015-0018532	36.00
FORD, JOSEPHINE HRS FORECLOSURE-LIEN EXTINGUISHED	2384100 2015-0019153	64.50
GASKINS, FRANKLIN & VIRGINIA H DWELLING BURNED PRIOR TO 1/1/2015	2642401 2015-0020894	57.04
GEORGE, MICHAEL W & LINDA P DOUBLE BILLED SAME ACCOUNT NUMBER	0050485 2015-0021421	420.56
GILLETTE, GARY & TAMMY QUALIFIES FOR VETERAN EXCLUSION	0093035 2015-0021754	418.88
H & H VINYL SIDING INC INCORRECT SITUS-TO BE REBILLED	0028770 2015-0023583	42.91
HAIRE, WILLIAM DAVID DID NOT OWN 1/1/15	0041669 2015-0023795	54.36
HAMM, SHIRLEY MAE FORECLOSURE-LIEN EXTINGUISHED	3045150 2015-0024053	17.55

## CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/08/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
JOHNSON, ADELHEID T BUILDING RAZED PRIOR TO 1/1/15	0047167 2015-0030040	6.71
JONES, SHIRLEY JOHNSON DID NOT OWN 1/1/2013	0088196 2013-0092525	36.54
JONES, SHIRLEY JOHNSON DID NOT OWN 1/1/2014	0088196 2014-0091676	31.94
JONES, SHIRLEY JOHNSON DID NOT OWN 1/1/15	0088196 2015-0031026	28.31
KOSTESKI, DENISE DID NOT OWN 1/1/2015	0096822 2015-0032853	105.47
KSOR, BYIU DID NOT OWN 1/1/2015	0090022 2015-0032976	68.43
LAUGHLIN, JOSHUA BRADLEY & DID NOT OWN 1/1/2015	0103436 2015-0033664	44.49
MARSHBURN, NANCY JANE HRS FORECLOSURE-LIEN EXTINGUISHED	4639980 2015-0036731	47.92
MAXEY, LARRY E DID NOT OWN 1/1/2015	0098627 2015-0037266	35.02
MCCOY, WINFRED SCOTT APPRAISAL ERROR CORRECTION	0067074 2015-0037883	8.88
MCILWEAN, EARL C JR APPRAISAL ERROR CORRECTION	4808700 2015-0038252	24.72
MCLAWHORN, AMANDA JENNINGS DID NOT OWN 1/1/2015	0081015 2015-0038441	41.08
MEADOWS, LINDA HILL BUILDINGS BILLED TO ACCT 104082	0104081 2015-0038763	369.18
MICHOT, KATIE D NOT IN BUSINESS 1/1/2015	0100520 2015-0039179	6.31

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/08/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
MILLER, MIYOKO DID NOT OWN 1/1/2015	4962600 2015-0039454	63.49
NEILL, MARYBETH T NO RECYCLE FEE ON BOATS-KEY ERROR	0082919 2015-0042131	36.00
NORTH CAROLINA CVS PHARMACY LL LATE FEE CHARGED IN ERROR	0093652 2015-0043241	90.23
NORTH CAROLINA CVS PHARMACY LL LATE FEE CHARGED IN ERROR	0093652 2015-0043242	23.24
NORTH CAROLINA CVS PHARMACY LL LATE FEE CHARGED IN ERROR	0093652 2015-0043243	59.52
OLIVER, BRIAN THOMAS RECYCLE FEE CHARGED IN ERROR	0079356 2015-0043669	36.00
OUTERWALL INC LATE LISTING CHARGED IN ERROR	0104296 2015-0043978	1.67
OUTERWALL INC LATE LISTING FEE CHARGED IN ERROR	0104296 2015-0043979	7.69
OUTERWALL INC LATE LISTING FEE CHARGED IN ERROR	0104296 2015-0043980	10.98
OUTERWALL INC LATE LISTING FEE CHARGED IN ERROR	0104296 2015-0043981	2.09
OUTERWALL INC LATE LISTING FEE CHARGED IN ERROR	0104296 2015-0043982	4.46
OVERMAN, IRENE R HRS FORECLOSURE-LIEN EXTINGUISHED	0087009 2015-0044092	391.00
PRASAD, BISUN FORECLOSURE-LIEN EXTINGUISHED	0071252 2015-0046554	118.46
PRASAD, BISUN FORECLOSURE-LIEN EXTINGUISHED	0071252 2015-0046553	118.46

## CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/08/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
PRASAD, BISUN FORECLOSURE-LIEN EXTINGUISHED	0071252 2015-0046555	118.46
RAGIN, TINA PETERSON LATE FEE CHARGED IN ERROR	0022939 2015-0047373	5.93
REED, MARQUES S FORECLOSURE-LIEN EXTINGUISHED	0088818 2013-0045694	11,255.81
REED, MARQUES S FORECLOSURE-LIEN EXTINGUISHED	0088818 2014-0046745	36.18
REED, MARQUES S FORECLOSURE-LIEN EXTINGUISHED	0088818 2015-0047897	29.66
REED, MARQUES S FORECLOSURE-LIEN EXTINGUISHED	0088818 2012-0047607	1,615.76
REED, SHARON FORECLOSURE-LIEN EXTINGUISHED	0082027 2011-0047669	209.27
RIGGS, AMY SCARLETT DWELLING UNOCCUPIED SINCE 2011	0034941 2015-0048620	36.00
SMITH, JAMES E & TERRI L CORRECTED VALUE PER BILL OF SALE	0106047 2015-0053075	75.03
SMITH, JOHNNIE & WILLIAM FORECLOSURE-LIEN EXTINGUISHED	6678900 2015-0053155	33.35
TAYLOR, EDWIN D FORECLOSURE-LIEN EXTINGUISHED	7088850 2007-0053472	22.71
TAYLOR, EDWIN D FORECLOSURE-LIEN EXTINGUISHED	7088850 2008-0054211	45.60
TAYLOR, EDWIN D FORECLOSURE-LIEN EXTINGUISHED	7088850 2009-0055031	43.40
TAYLOR, EDWIN D FORECLOSURE-LIEN EXTINGUISHED	7088850 2010-0050342	49.92

## CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/08/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
TAYLOR, EDWIN D FORECLOSURE-LIEN EXTINGUISHED	7088850 2011-0055985	47.13
TAYLOR, EDWIN D FORECLOSURE-LIEN EXTINGUISHED	7088850 2012-0055973	44.27
TAYLOR, EDWIN D FORECLOSURE-LIEN EXTINGUISHED	7088850 2013-0053675	35.39
TAYLOR, EDWIN D FORECLOSURE-LIEN EXTINGUISHED	7088850 2014-0054842	32.63
TAYLOR, EDWIN D FORECLOSURE-LIEN EXTINGUISHED	7088850 2015-0056186	26.33
TENNEY, THOMAS CORRECTED VALUE PER BILL OF SALE	0105071 2015-0056590	98.18
TOLER, RHONDA LOUISE DOUBLE BILLED-SAME ACCT NUMBER	0091573 2015-0057560	348.19
VERZIER, HAROLD W & WELLS, PAT MAPPING ERROR/TO REBILL ACCT 90885	0103296 2015-0059309	1,051.74
WATSON, CLAY INCORRECT SITUS. TO BE REBILLED	0103959 2015-0060484	147.93
WETHERINGTON, MARIE SUTTON DWELLING UNINHABITED SINCE 2009	0018618 2014-0059925	38.61
WHITE, CLARENCE QUITMAN DID NOT OWN 1/1/2013	0062371 2013-0091307	125.16
WHITE, CLARENCE QUITMAN DID NOT OWN 1/1/2014	0062371 2014-0060369	113.91
WHITEHEAD, JESSIE DID NOT OWN 1/1/2015	0040783 2015-0062107	115.58
WOLF, GREGORY FRANK & WOLF, EL DID NOT OWN 1/1/2015	0097307 2015-0063990	286.69

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/08/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
WOODS, RUBY L S GIBBS FORECLOSURE-LIEN EXTINGUISHED	8176900 2015-0064210	63.24
YATES, JOSIAH III NOT TAXABLE TO CRAVEN COUNTY	0100422 2015-0064678	92.83
	86 -CREDIT MEMO(S)	20,779.93

REFUNDS SUBJECT TO BOARD APPROVAL ON 09/08/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
FILLINGAME, JESSICA ELAINE RECYCLE FEE CHARGED IN ERROR	0105058 2015-0018430	36.00
LAWHORN, MICHAEL & BRENDA FAYE RECYCLE FEE CHARGED IN ERROR	4310560 2014-0033101	36.99
TOKHLI, NIDELA & TOKHLI, WAEI DOUBLE BILLED-SEE ACCT 81280	0081280 2013-0095304	276.85
TOKHLI, NIDELA & TOKHLI, WAEI DOUBLE BILLED-SEE ACCT 87931	0081280 2014-0093063	276.85
	4 -REFUND(S)	626.69

# CRAVEN COUNTY ABC BOARD

3493 Martin Drive  
New Bern, NC 28561

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Wilfred "Chip" Chagnon, Chairman  
Tony Lee  
Carol Crayton

Barbara Whiteman  
Charles Collins  
Donna Rouse

## Craven County ABC Board Travel Policy

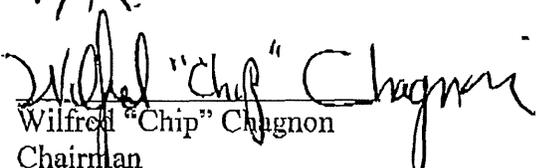
This policy establishes procedures for authorization and reimbursement of travel expenses by Employees and Board Members who are conducting Craven County ABC Board official business.

The Craven County ABC Board authorizes reimbursement for travel incurred as a function of ABC Board official business. A travel reimbursement form is available at the main office. It is imperative that this form reflect accurate information and be receipt supported. The following is a list that includes bonafide travel expense categories:

1. While travel expenses from an employee's home to their normal place of work is not a reimbursable expense, an employee who is requested to incur additional mileage, in the course of ABC Board business, will be reimbursed at the current IRS mileage rate.
2. While conducting Board business, all other bonafide travel by Employees or Board Members using personal vehicles will be reimbursed as outlined in (1) above, with regard to local Board business, travel to conventions and conferences.
3. While conducting Board business, all lodging costs will be paid or reimbursement made by the Board as long as the employee/official has incurred such costs and is receipt supported.
4. While conducting Board business, all reasonable costs for meals will be paid or reimbursed by the Board as long as the employee/official has incurred such costs and is receipt supported.
5. Commercial costs of travel such as bus, train, rental car, or aircraft, while conducting Board business, will be reimbursed providing such costs are incurred and be receipt supported.
6. Travel Advances: Travel advances represent a payment of ABC Board funds to an employee or official for travel costs which have not yet been incurred. Advances should not be used as an interest free loan to employees or officials. However, the employee or official of the Board should not be expected to endure a financial hardship, even for a short period of time, in order to conduct the Board's business. Advances will be made in consideration of the amount of expected travel costs. If advances exceed the actual costs repayment to the Board should be made within five (5) days of travel completion. Either the General Manager or the Board Chairman may approve travel advances.

Reimbursement to Craven County ABC Board members to travel beyond the monthly travel allowance will be made in accordance with the following guideline:

1. Approval of out of county travel, both in state and out-of state, will be required
2. Travel which is pre-approved in the budget for specific destinations will not require additional pre-approval; however, the Chairman will authorize all travel reimbursements subsequent to the travel, upon presentation of the required documentation, and utilizing appropriate forms.
3. The Chairman or a majority of the Board will approve all other travel in advance, including travel allowances, after making a determination as to the need for the travel, expected benefits and cost effectiveness of the proposed travel.
4. A determination made by the Chairman, solely, may be appealed to the full Board by the Board Members.
5. A majority of the Board will approve all such requests for unbudgeted travel by the Chairman in advance.
6. When the Chairman has determined that the travel request conforms to the foregoing guidelines, the procedures and parameters governing travel reimbursement contained in the existing employee travel policy will apply.

V/R.  
  
Wilfred "Chip" Chagnon  
Chairman

\_\_\_\_\_  
Steve Tyson, Chairman  
Craven County Board of Commissioners

\_\_\_\_\_  
DATE

**NEW BERN RIVERFRONT CONVENTION CENTER  
Proposed 2016 RENTAL RATES**

ROOM	SQUARE FEET	DIMENSIONS	THEATRE SEATING	CLASSROOM SEATING	RECEPTION STYLE	BANQUET SEATING	DAILY RENTAL RATE
COLONIAL CAPITAL BALLROOM (A, B & C)	12,000	100 X 120	1,350	770	1,350	1,000	\$ 3,000
BALLROOM A	6,000	60 X 100	650	375	650	500	\$ 1,650
BALLROOM B	3,500	58 X 60	390	220	390	250	\$ 975
BALLROOM C	2,500	42 X 60	280	175	260	150	\$ 850
TRYON ROOM (A and B)	2,030	42 X 48	225	145	225	150	\$ 700
TRYON ROOM A	1,100	42 X 26	140	85	140	90	\$ 400
TRYON ROOM B	930	42 X 22	70	55	75	60	\$ 300
BERNE ROOM	1,680	42 X 40	175	120	175	120	\$ 500
CRAVEN BOARD ROOM	450	19 X 24					\$ 250
HERITAGE HALL	8,000				800		\$ 550
PROMENADE	1,900						\$ 265
RIVERFRONT VERANDA	3,740				100	320	\$ 525
ENTIRE FACILITY	29,800						\$ 5,100

## New Bern Riverfront Convention Center Current 2015 Policies

**Policy:** A complete listing of booking policies and priorities are enclosed.

Rental rates reflect initial set-up and dismantle of in-house equipment including tables and chairs. All other equipment and changes in the initial set-up will be billed at the prevailing rates. A linen fee will be applied to final bill.

Space rental rates include an eight hour shift for personnel. Additional charges may be applied for groups with extended hours. All signed contracts require a minimal 50% deposit to be considered definite. The remaining space rental balance is due one week prior to the date of the event.

Insurance coverage, as required per contract, should stipulate the New Bern Riverfront Convention Center, County of Craven, their officers, directors, agents, and employees be named as additional insured.

Move-in / move-out rates are one-half the rate shown.

Standard Banquets utilizing the space for 4 hours or more are one-half the rental rate shown with a minimum \$1,500 spent on food in Ballroom B or Ballroom C, \$3,000 spent on food in Ballroom A or Ballroom B & C together, \$5,000 spent on food in the entire Colonial Capital Ballroom.

Wedding receptions require full space rental.

Holiday rates may be subject to additional labor charges for holiday personnel.

The New Bern Riverfront Convention Center estimates an increase in daily rental rates for 2017 and beyond.

The NBRFCC holds all NC permits and has bar pricing available upon request.

## New Bern Riverfront Convention Center Proposed 2016 Policies

**Policy:** A complete listing of booking policies and priorities are enclosed.

Rental rates reflect initial set-up and dismantle of in-house equipment including tables and chairs. All other equipment and changes in the initial set-up will be billed at the prevailing rates. A linen fee will be applied to final bill.

Space rental rates include an eight hour shift for personnel. Additional charges may be applied for groups with extended hours. All signed contracts require a minimal 50% deposit to be considered definite. The remaining space rental balance is due one week prior to the date of the event.

Insurance coverage, as required per contract, should stipulate the New Bern Riverfront Convention Center, County of Craven, their officers, directors, agents, and employees be named as additional insured.

Move-in / move-out rates are one-half the rate shown.

**Armed Services special events package is available.**

Holiday rates may be subject to additional labor charges for holiday personnel.

The New Bern Riverfront Convention Center estimates an increase in daily rental rates for 2017 and beyond.

The NBRFCC holds all NC permits and has bar pricing available upon request.

Craven County



Craven Area Rural Transit System



2822 Neuse Blvd.

New Bern, North Carolina 28562

Phone: 252-636-4917 - Fax: 252-636-4919

1-800-735-2962 TDD/TTY

Email: [carts@cravencounty.gov](mailto:carts@cravencounty.gov)

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## HALF PRICE FARE POLICY

Effective Date: September 8, 2015

## INTRODUCTION

The half fare policy of Craven Area Rural Transit System (CARTS) is in accordance with the following references: *49 USC Chapter 54, Section 5301 (d)(1)(D), 49 CFR 609.23, and FTA C 9030.1E, Ch. VI, Section 1.a(6)*.

The policies contained herein are intended to establish a baseline for compliance with Federal law regarding half price fares as applicable to the CARTS Fixed Route system. CARTS is committed to maintaining high standards of performance based upon fair, ethical and professional business practices and welcomes recommendations for improvements to conformance, quality, and efficiency standards. Any such recommendations should be submitted in writing to CARTS.

## DEFINITIONS and EXCLUSIONS

Appendix A of Part 609 specifies that the definition of *elderly* “must at a minimum, include all persons 65 years of age or over.” *Handicapped person* means those individuals who, by reason of illness, injury, age, congenital malfunction, or other permanent or temporary incapacity or disability, including those who are nonambulatory wheel-chair bound and those with semi-ambulatory capabilities are unable without special facilities or special training or design to utilize mass transportation facilities and services as effectively as persons who are not so affected.” CARTS will use the term “*disabled*” for the purpose of this policy when referencing any individual meeting the FTA definition of “*handicapped person*”. *Temporary disabilities* must have duration of at least 90 days to be eligible for the half fare price.

Conditions that are excluded from being considered a disability include: pregnancy, obesity, addiction to drug and/or alcohol, and certain conditions not falling under the statutory definition. Disabilities involving a contagious disease or posing a danger to other passengers or the individual may also be excluded. Conditions not automatically considered a disability will be considered on an individual basis for purposes of the half fare price including mental illness and deafness.

Residency, citizenship, income, employment status, or the ability to operate an automobile will not be considered when eligibility for half price fare.

## HALF FARE ELIGIBILITY CARDS

CARTS issued half fare eligibility cards are not required to prove eligibility for the half fare. No application is necessary for individuals proving eligibility by showing the relevant ID and/or paperwork when boarding the fixed route. Examples of identification that may be used to also establish eligibility based on age include:

- State issued identification card
- State issued driving license
- Passport

CARTS will provide half fare eligibility cards at no cost. A card will automatically be issued upon approval of applications or upon request by eligible passengers. Examples of documents establishing eligibility based on either age or disability AND require a secondary document with picture to establish identity include:

- CARTS half fare eligibility card
- Medicare card
- Social Security Disability Insurance (SSDI) or Supplemental Security Income (SSI) Notice of Award letter indicating you are disabled and have received benefits within the previous twelve (12) months
- Birth certificate

## CERTIFICATION

A certification process must be completed for CARTS issued eligibility cards. CARTS issued eligibility cards based on disability will be valid for six (6) months or two (2) years, depending on whether a disability is temporary or permanent. A simple recertification process is available to extend the expiration of certification; a new card will be issued upon determination of continued eligibility. There is no cost for replacing a lost or stolen eligibility card.

Certification for the half price program will include a signed application by the individual or representative and a copy of the qualifying document(s). Anyone using a CARTS discount identification card must be able to also provide a form of photo identification upon boarding to receive the half price rate.

Application for certification may be completed by mail or at the CARTS office. When submitting an application by mail, include a **copy** of the documentation proving eligibility and a **copy** of the documentation proving identity. **Do not send original documents.** CARTS will not be responsible for any lost or misdirected documents. All applications must be signed. Mail applications to: CARTS, 2822 Neuse Blvd., New Bern, NC 28562. Application for certification may also be completed at the CARTS office located at 2822 Neuse Blvd., New Bern. When applying in person, CARTS will make copies of original documents used to determine eligibility at no cost.

Applications will be processed the same day if possible, but not more than five (5) business days from the date all required documentation is received by CARTS. Notice of the decision will be mailed to the address on the application form. Discount identification cards for approved applications will also be mailed to the address listed on the application form or may be picked up at the CARTS office.

## APPEAL PROCESS

Any person disagreeing with the decision made by CARTS regarding his/her application for the half fare price may appeal that decision. Appeals must be made within fourteen (14) days of receiving the notification or twenty-one days (21) from the date of the decision, whichever is sooner. Appeals may be made in writing to: CARTS Director, 2822 Neuse Blvd., New Bern, NC 28562 or e-mail [carts@cravencountync.gov](mailto:carts@cravencountync.gov). Appeals will be reviewed by the CARTS Director and a decision made within fourteen (14) days from the date the appeal is received by CARTS.



# Craven Area Rural Transit System PUBLIC TRANSPORTATION

2822 Neuse Blvd.  
New Bern, North Carolina 28562  
Phone: 252-636-4917 - Fax: 252-636-4919  
Email: [carts@cravencounty.com](mailto:carts@cravencounty.com)



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## **SUBJECT: HALF FARE PROCEDURES**

1. In accordance with 49 U.S. Code 5307(d)(1)(D), 49 CFR 609.23, and FTA C 9030.1E Ch. VI Section 1.a(6) Craven Area Rural Transit System (CARTS) will not charge fares to elderly persons, persons with disabilities, and Medicare cardholders more than half the peak hours fare of the fixed route.

2. CARTS fixed route system (also known as the Red/Yellow loop) does not currently have any designated peak periods. As such, the half fare costs for eligible participants are available for the duration of operating hours on the fixed route system.

4. The half fare program may require passengers to show proof of eligibility when they pay in order to receive the half fare. Acceptable types of identification that are accepted include:

- a. Medicare Card
- b. Special Identification Card
- c. ADA eligibility card.

More than one piece of identification may be required in order to help determine eligibility based on age or disability-related qualifications and the Service Contractor may request additional identification in order to prove identity.

5. Below is the current fare structure for the CARTS fixed route system:

<u>Fare Category</u>	<u>Amount per One-way Trip</u>
Full Fare (Fixed Route)	\$1.00
Fixed Route Personal Care Attendant	\$1.00
Senior Citizens (65 and over), persons with Disability presentation of Medicare/Medicaid ID Card or other ID that may be developed by the City	\$0.50
ADA Complementary Paratransit passenger	\$2.00
ADA Complementary Paratransit travel companions	\$2.00
ADA Complementary Paratransit Personal Care Attendant Accompanying an ADA Paratransit Passenger	Free

## **INSTRUCTIONS FOR HALF PRICE FARE APPLICATION**

**\*\*\* Please write legibly\*\*\***

1. **NAME:** Please provide the printed name of the individual who requires the reduced fare.
2. **PHONE:** please use primary contact information, including area code
3. **STREET ADDRESS:** Mailing address of applicant, this will be used to mail any notice of denial or acceptance.
4. **APT#:** If applicable, please identify your apartment number, otherwise fill in with N/A
- 5, 6,7: **CITY, STATE, ZIP:** Indicate the mailing address city state and zip code that coordinates with the mailing address.
8. **DOB:** Provide the Date of Birth of the applicant.
9. **EMAIL:** If applicable, please provide best email contact. If no Email account mark N/A

### **SECTION B: This section is to be completed by a Medical Professional OR Social Service Provider**

1. **IDENTIFY DISABLING CONDITION:** Select one of the following disabling conditions, or select other, please indicate the “other” condition in the lines provided below.
2. **ESTIMATED DURATION OF DISABLING CONDITION:** Circle one of the estimated time frames of the existing condition. This verifies the period of time the applicant is eligible to receive reduced fare prices.
3. **VERIFICATION:** Please print or stamp required information, followed by the authorizing signature, contact number and date the document is signed.

### **SECTION C: This section is to be completed by the applicant or signing authority.**

1. **STATEMENT OF UNDERSTANDING:** Please ensure completion of the section by signing on the provided line.

**SECTION D:** This section is for Reduced Fare determination. Please leave blank

**Return this document to the CARTS office via any of the following methods.**

- a. **Posted mail**  
CARTS Half Price Fare  
2822 Neuse Blvd  
New Bern NC. 28562
- b. **Email:** [Carts@cravencountync.gov](mailto:Carts@cravencountync.gov) **Subject: Half Price Fare Application**
- c. **Physical return:** Address provided above.



**Section B Continued.**

**2. Estimated time disability is projected to last. Please circle one.**

**90 days      6 months      2 years      Indefinite**

**3. Certification by Medical Professional or Social Service Provider:** I recommend that this person be deemed eligible for a reduced fare, and certify to the best of my knowledge, the above statement(s) are true.

---

Print                      Medical Doctor or Social Service Signature                      Phone                      Date

---

**C. Signature of Applicant**

**1. I certify that the above information that my Medical Examiner/Social Service Provider is true and correct. I understand that my reduced fare will entitle me to ride for half the regular fare. Therefore, if this application is approved, I must abide by the rules and regulations set forth by CARTS.**

---

**Sign                                      Print                                      Date**

---

**\*\*\*For Office Use Only\*\*\***

**D. Review for Approval**

This Application has been (Please circle one)                      **APPROVED**                      **DENIED**

**CERTIFICATION PERIOD:** \_\_\_\_\_

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

---

**Reviewing Representative Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
REQUEST FOR ADDITION TO STATE MAINTAINED SECONDARY ROAD SYSTEM**

North Carolina  
County of Craven

Road Description: Quail Woods Drive (Approx. 0.48 Miles)  
Covey Court (Approx. 0.25 Miles)  
Finch Lane (Approx. 0.40 Miles)  
Sparrow Drive (Approx. 0.04 Miles)

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of Craven requesting that the above described roads, the location of which has been indicated on the attached map, be added to the Secondary Road System; and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the system.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Craven that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

**CERTIFICATE**

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Craven at a meeting on the \_\_\_\_ day of \_\_\_\_\_, 2015.

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

**(Official Seal)**

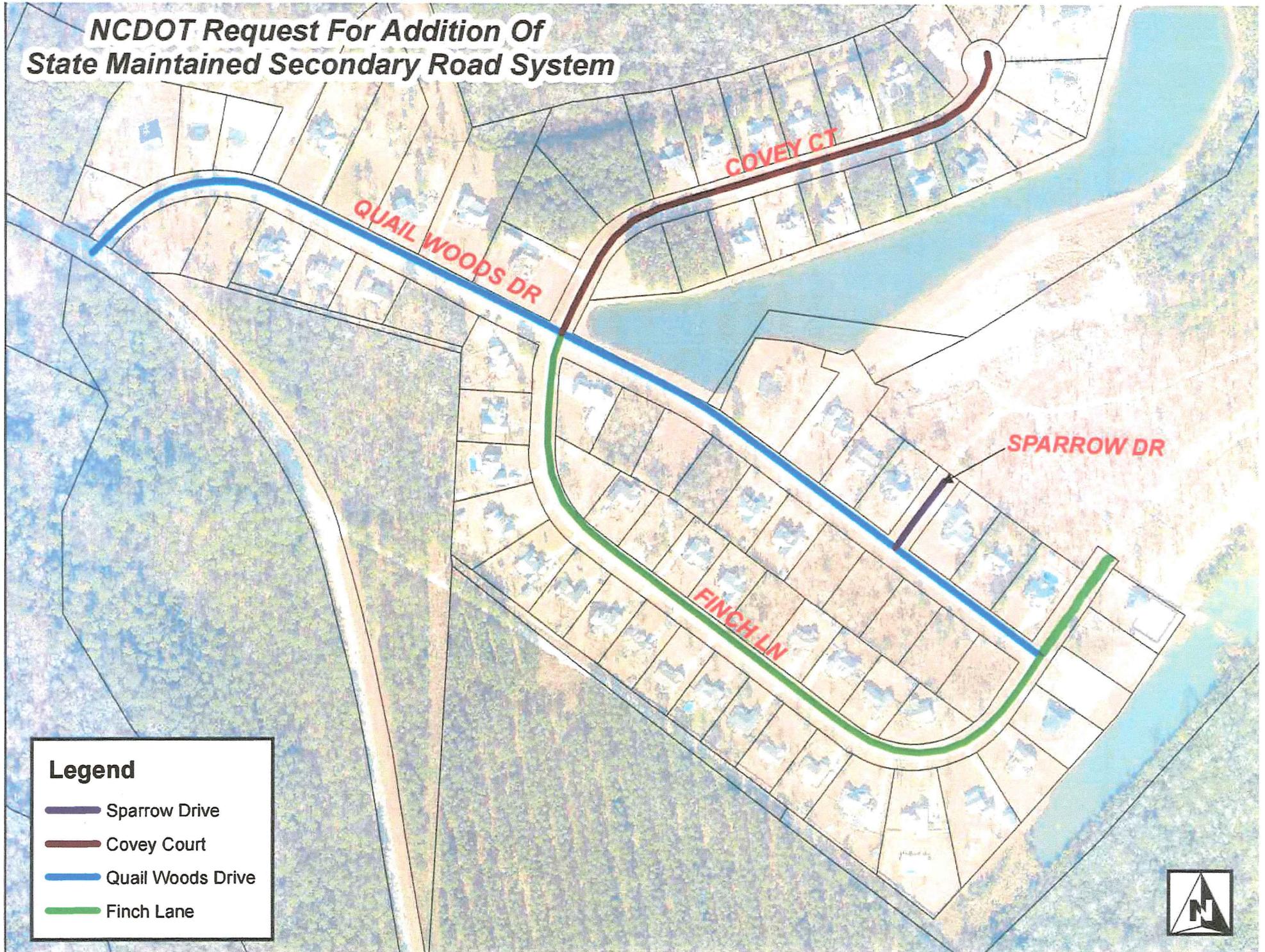
\_\_\_\_\_  
Clerk to the Board of Commissioners  
County of Craven

**PLEASE NOTE:**

**Forward direct with request to the Division Engineer, Division of Highways**

Form SR-2 (3/2006)

# NCDOT Request For Addition Of State Maintained Secondary Road System



REC'D AUG 20 2015

# Volunteer Board Information and Interest Sheet Craven County, North Carolina

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

Name:	<u>Jamara Wallace</u>	Home Phone:	<u>252-626-2421</u>
Home Address:	<u>1601 Hazel Avenue</u>		
	<u>Apartment B</u>		
City:	<u>New Bern</u>	Zip Code:	<u>28560</u>
Township:	<u></u>	City Limits:	<u>yes</u> Yes <u>    </u> No
Occupation:	<u>Chairman/Executive Director</u>	Business Phone:	<u>252-626-2421</u>
Place of Employment:	<u>New Safeway Taxi Service of New Bern Inc</u>	Fax Number:	<u>252-636-5983</u>
E-Mail Address:	<u>jamarawallace@yahoo.com</u>		

(Please indicate your preferred contact number.)

Education

East Carolina University; Bachelor of Science; Criminal Justice, School of Social Work

Business and Civic Experience

20 years experience in business; Transportation.

10 years experience as a community organizer (Greater Duffyfield Resident's Council)

Areas of Expertise, Interest, Skills

Business Management; Youth Engagement; Community Organizing

Why do you want to serve?

Because of my love for youth and general care and concern for my community.

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

Greater Duffyfield Resident's Council (Chairman); Swiss Bear Downtown Development Corp. Board of Directors;  
Area Day Reporting Center for Youth Advisory Board; Choice Neighborhoods Steering Committee; Vision Forward (Youth)

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

Date: 08/18/2015

Signature: 

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

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

**RESOLUTION**

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by it identified as 1240 Jonestown Rd., Dover NC, Tax Parcel Number 3-032-017, and more particularly described in Deed Book 3728 at Page 865 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 8<sup>th</sup> DAY OF SEPTEMBER, 2015.

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

(County Seal)

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

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

JASON SIMPSON 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 3, Craven County, North Carolina, being known as and more particularly described as: Street Address: 1240 Jonestown Rd. Subdivision Name: n/a Tax Parcel ID No.: 3-032-017 Plat Reference: n/a

Being all of that property more particularly described in Deed Book 3728, Page 865 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$3,000.00 and shall be paid as follows:

- (a) \$500.00 EARNEST MONEY DEPOSIT with this offer by [ ] cash [x] 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) \$2,500.00 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. 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 October 30, 2015.

The deed is to be made to: JASON SIMPSON and ADAM HAWKINS as tenants in common, 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:

SELLER

Jason Simpson (SEAL)

CRAVEN COUNTY

Name: JASON SIMPSON

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

Date: 8/21/15

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

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

Address: 230 Barwick Rd

Dover, NC 28526

Phone No. 252-876-5094

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

019219

# RECEIPT

DATE: August 28, 2015  
ORIGINAL CHECK VOID 180 DAYS FROM THIS DATE

CRAVEN COUNTY

\*\*\* FIVE HUNDRED DOLLARS AND 00 CENTS

BUSINESS DATE: 08/28/2015

REMITTER: ADAM L HAWKINS

TIME: 09:13:48

SEQUENCE #: 17

MEMO:

BRANCH: New Bern - Glenburnie Road

CASHBOX: P008

STATE EMPLOYEES' CREDIT UNION  
34 New Bern - Glenburnie Road

## CASHIER'S CHECK

019219

DATE: August 28, 2015

66-7704/2531

PAY  
TO THE  
ORDER OF CRAVEN COUNTY

\$\*\*\*\*\*500.00

\*\*\* FIVE HUNDRED DOLLARS AND 00 CENTS

VOID AFTER 180 DAYS

REMITTER: ADAM L HAWKINS

*Bojan Poljan*

AUTHORIZED SIGNATURE

MEMO:



## 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 8/20/2015 12:26:19 PM

**Parcel ID :** 3-032 -017  
**Owner :** CRAVEN COUNTY  
**Mailing Address :** 406 CRAVEN ST NEW BERN NC 28560  
**Property Address :** 1240 JONESTOWN RD  
**Description :** CAMP OAK  
**Lot Description :** 210 X 210




---

**Assessed Acreage :** 0.000                      **Calculated Acreage :** 1.060  
**Deed Reference :** 3278-0865              **Recorded Date :** 5 20 2014  
**Recorded Survey :**  
**Estate Number :**  
  
**Land Value :** \$18,000                      **Tax Exempt :** Yes  
**Improvement Value :** \$58,640              **# of Improvements :** 4  
**Total Value :** \$76,640  
  
**City Name :**                                      **Fire tax District :** TOWNSHIP 3  
**Drainage District :**                              **Special District :**  
  
**Land use :** RESIDENTIAL - ONE FAMILY UNIT

### Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
5/20/2014	KOONCE, EDWARD ELBERT	CRAVEN COUNTY	STRAIGHT TRANSFER	\$2,500
12/20/2002	KOONCE, LOREATHA H	KOONCE, EDWARD ELBERT	STRAIGHT TRANSFER	\$0
12/30/1996	HEATH, JO ANN	KOONCE, LOREATHA H	STRAIGHT TRANSFER	\$38,900
11/24/1993	JONES, ANN HEATH	HEATH, JO ANN	STRAIGHT TRANSFER	\$25,500

### List of Improvements to Site

Type of Structure	Year Built	Base Area 1st Floor	Value
BARN-ONE STORY-DETACHED	1997	960	\$6,830
RESIDENTIAL CONSTRUCTION	1974	912	\$46,330
STORAGE BUILDING-DETACHED-RES	1997	300	\$4,930
BARN-ONE STORY-DETACHED	1975	96	\$550

Image ID: 00002342114 Type: CRP  
Recorded: 05/20/2014 at 10:01:16 AM  
Fee Amt: \$31.00 Page 1 of 3  
Revenue Tax: \$5.00  
Workflow# 0000114220-0003  
Craven, NC  
Sherril B. Richard Register of Deeds  
BK 3278 PG 865

NORTH CAROLINA

COMMISSIONER'S DEED

CRAVEN COUNTY

Revenue Stamps: \$5.00  
Parcel # 3-032-017

THIS COMMISSIONER'S DEED, made and executed this 19<sup>th</sup> day of May, 2014, by and between JIMMIE B. HICKS, JR., Commissioner, pursuant to a judgment of the General Court of Justice, Craven County, North Carolina in an action entitled "Craven County, Plaintiff v. EDWARD ELBERT KOONCE, et al., Defendants.". Grantor, to CRAVEN COUNTY whose mailing address is: 406 Craven St., New Bern, NC 28560, Grantee.

WITNESSETH:

WHEREAS, said JIMMIE B. HICKS, JR., Commissioner, being empowered and directed by a judgment in the said action, did, on the 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 Grantee became the highest bidder for said land at the public sale in the sum of \$2,463.54;

WHEREAS, on the 29<sup>th</sup> day of April, 2014, JIMMIE B. HICKS, JR., Commissioner, reported to the Court that Grantee was the highest bidder for said property in the amount of \$2,463.54;

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

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

3  
RICK



Image ID: 00002342115 Type: CRP  
Page 2 of 3

BK 3278 PG 866

WHEREAS, on the 15<sup>th</sup> day of May, 2014, JIMMIE B. HICKS, JR., Commissioner was ordered by judgment of said Court to execute a deed in fee simple to Grantee;

NOW THEREFORE, in consideration of the premises, the said JIMMIE B. HICKS, JR., Commissioner, as aforesaid, does hereby grant, bargain, sell, and convey to Grantee all of that certain tract or parcel of land lying and being situated in Number Three (3) Township, Craven County, North Carolina, and being more particularly described as follows:

**BEGINNING at an iron stake in the southern right of way of the Camp Oak Road which is also known as Rural Soil S.R. 1258, said point of beginning being South 33 degrees 49' East 210.0 feet measured along the southern right of way of S.R. 1258 from the southern right of way of S.R. 1261; thence from the point of beginning South 33 degrees 49' East 210.0 feet with the said right of way to an iron; thence South 63 deg. 00' West 210.0 feet to an iron; thence North 33 degrees 49' West 210.0 feet to an iron, the corner of the Clifton E. Dail lot; thence with the Dail lot North 63 degrees 00' east 210.0 feet to the point of beginning, containing 1.0 acre, and being magnetic for April 1974.**

**This property is also commonly referred to by its tax parcel identification number which is 3-032-017.**

**This property is not the Grantor's primary residence.**

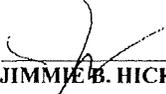
TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances thereto belonging to the said Grantor, in fee simple forever, in as full and ample manner as said JIMMIE B. HICKS, JR., Commissioner, as aforesaid, is authorized and empowered to convey same.



Image ID: 000002842116 Type: CRP  
Page 3 of 3

BK 3278 Pg 867

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

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

STATE OF NORTH CAROLINA  
COUNTY OF Pamlico

I, Kimberly I. Bazzle, a Notary Public of the County of Craven, 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.

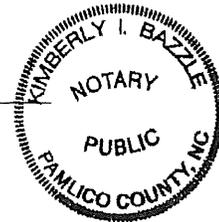
WITNESS my hand and notarial stamp or seal, this 19 day of May, 2014.

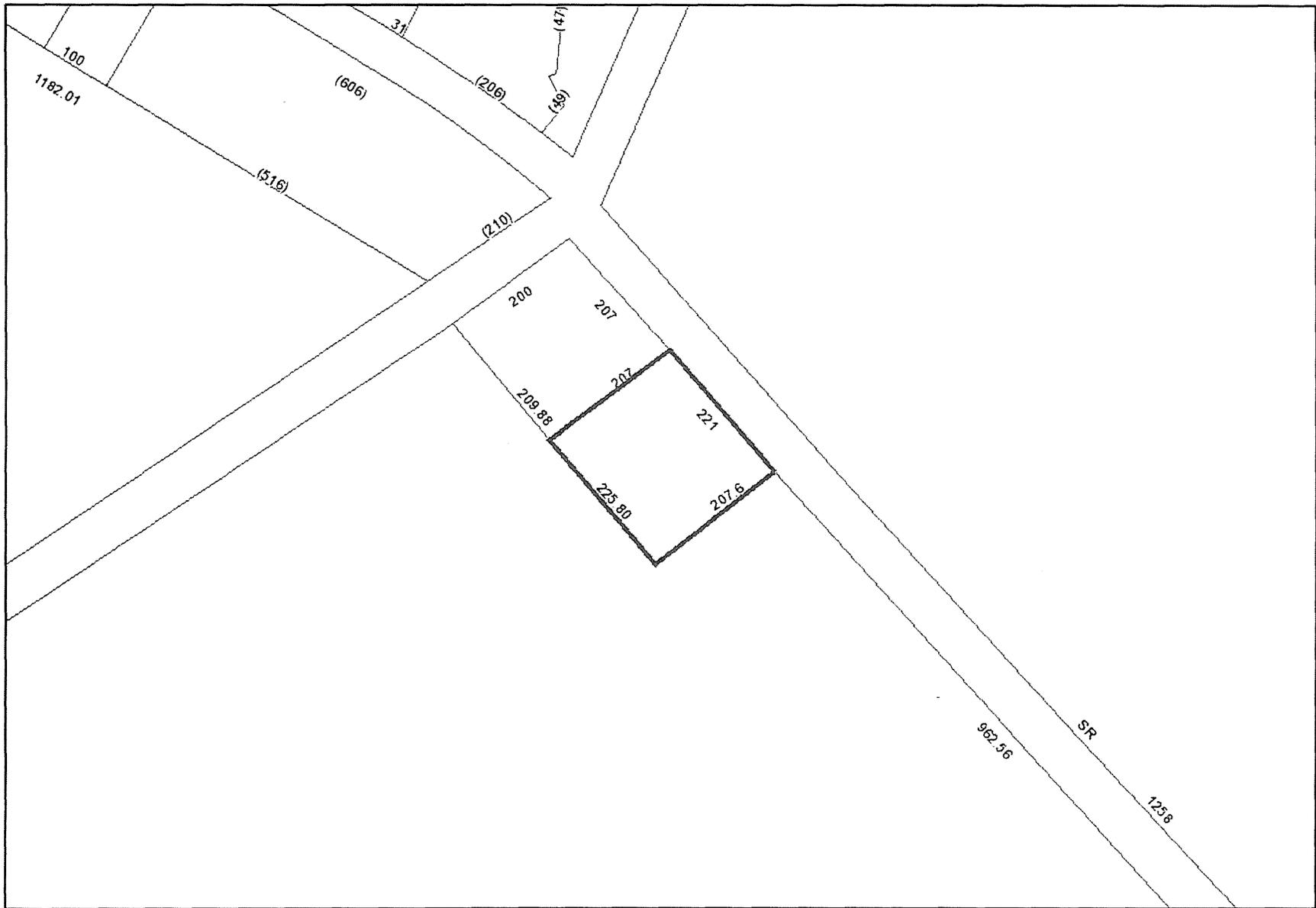
My Commission Expires:

9/25/18

SERV ER01 Expires 00000016 00000000 000.DOCX

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





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

1 inch equals 183 feet



**RESOLUTION**  
**Tax Parcel Number 1-052-088, Craven County, North Carolina**

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by the County, identified as Tax Parcel Number 1-052-088, and being more particularly described herein; and

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

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

WHEREAS, the offer to purchase was in the sum of \$2,500.00 by Christy Foreman; that no increased bids were received that were not otherwise timely withdrawn; and

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

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

Section 1. That the last and highest bid of Christy Foreman in the sum of \$2,500.00 for said parcel identified as Tax Parcel Number 1-052-088, and being more particularly described herein, be and the same is hereby accepted as to the County's interest in said property, and the Chairman, County Manager and/or Clerk be and they are hereby authorized and directed to execute a quitclaim deed to the purchasers for the County's interest in said property, and to further execute any and all other documents related to the sale of the same..

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

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

All that certain lot or parcel of land lying and being situate in Number One (1) Township, Craven County, North Carolina, and being more particularly described as follows:

All of that certain property more fully described in Deed Book 3335 at Page 298 in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 1-052-088.

ADOPTED THIS 8<sup>th</sup> DAY OF SEPTEMBER, 2015.

---

STEVE TYSON, Chairman

(County Seal)

---

GWENDOLYN BRYAN,  
Clerk to the Board

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NORTH CAROLINA  
CRAVEN COUNTY

Tax Parcel No. 1-052-088  
Revenue Stamps \$0.00

**QUITCLAIM DEED**

THIS QUITCLAIM DEED made this \_\_\_\_ day of September, 2015, by and between **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantor”); to **CHRISTY FOREMAN** (“Grantee”), whose mailing address is \_\_\_\_\_, is as follows:

WITNESSETH:

That said Grantor for and 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 forever quitclaim unto the Grantee, Grantee’s heirs, successors and assigns, pursuant to N.C.G.S. Section 160A-274, the following described property, **which said property does not include the primary residence of the Grantor** to wit:

**SEE EXHIBIT “A” ATTACHED HERETO  
AND INCORPORATED HEREIN BY REFERENCE.**

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

---

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

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

**CRAVEN COUNTY**

(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 \_\_\_\_\_

I, \_\_\_\_\_, Notary Public in and for said County and State, do hereby certify that on the \_\_\_\_ day of September, 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 he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

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

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

My Commission Expires:

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

1. **Certifications:** Owner certifies that at no time during the 120-Day Lien Period have any Labor, Services or Materials been furnished in connection with a contract, express or implied, for Improvements to the Property (including architectural, engineering, landscaping or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A) nor have any Labor, Services or Materials been furnished on the Property prior to the 120-Day Lien Period that will or may be completed after the date of this affidavit OR only minor repairs and/or alterations to pre-existing Improvements have been made and Owner certifies such repairs and/or alterations have been completed and those providing Labor, Services or Materials for the repairs have been paid in full. The Owner further certifies that no Mechanics Lien Agent has been appointed.
2. **Reliance and Indemnification:** This Agreement may be relied upon by the purchaser in the purchase of the Property, a lender to make a loan secured by a deed of trust encumbering the Property and by Company in issuance of a title insurance policy or policies insuring title to the Property without exception to matters certified in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon Owner and anyone claiming by, through or under Owner.

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

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

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

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

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EXHIBIT A

The following parcel or tract of land situate and lying in the Number One (1) Township located in Craven County, North Carolina, and being 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 Teressa W. Cutshaw", dated December 09, 1996, prepared by Merril Land Surveying. Together with improvements located thereon; said property being located at 2973 NC Highway 43, Vanceboro, North Carolina.

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.

This property is also commonly referred to by its tax parcel identification number which is 1-052-088.

Subject to restrictive covenants and easements of record.

**RESOLUTION**  
**1021 Lees Avenue, New Bern, North Carolina**

THAT WHEREAS, Craven County and the City of New Bern have received an offer to purchase a parcel of property owned by the County and City identified as 1021 Lees Avenue, and being more particularly described herein; and

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

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

WHEREAS, the offer to purchase was in the sum of \$6,300.00 by Tyron Bryant; that increased bids were received, and the property re-advertised until there were no further upset bids; and

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

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

Section 1. That the last and highest bid of Tyron Bryant, in the sum of \$6,300.00 for said parcel identified as 1021 Lees Avenue, and being more particularly described herein, be and the same is hereby accepted as to the County's interest in said property, and the Chairman, County Manager and/or Clerk be and they are hereby authorized and directed to execute a quitclaim deed to the purchasers for the County's interest in said property.

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

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

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

All of that certain property more fully described in Deed Book 3323 at Page 695 in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 8-006-172.

ADOPTED THIS 8<sup>th</sup> DAY OF SEPTEMBER, 2015.

---

STEVE TYSON, Chairman

(County Seal)

---

GWENDOLYN BRYAN,  
Clerk to the Board

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Prepared by and return to:

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

Tax Parcel # 8-006-172  
Revenue Stamps \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

**QUITCLAIM DEED**

THIS QUITCLAIM DEED, made this 8<sup>th</sup> day of September, 2015, by and between the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina, and **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantors”); to **TYRON BRYANT**, whose mailing address is \_\_\_\_\_, (“Grantee”);

WITNESSETH:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

---

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

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

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

**CITY OF NEW BERN**

(SEAL)

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

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

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

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

My Commission Expires:  
\_\_\_\_\_

**CRAVEN COUNTY**

By: \_\_\_\_\_  
Chairman, Craven County Board of  
Commissioners

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk, Craven County Board of  
Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, \_\_\_\_\_, Notary Public in and for said County and State, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 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 he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

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

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

My Commission Expires:

\_\_\_\_\_

EXHIBIT A

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

Two (2) twenty-five (25) foot lots, known and designated as Lots No. 1021 and 1023 Lee's Avenue in the City of New Bern in the subdivision known as Pavie Town according to map or plan of said Pavie Town, which said map or plan is duly recorded in the Office of the Register of Deeds of Craven County in Book 106 at Page 385. This property is also commonly referred to by its tax parcel identification number, which is 8-006-172.

Being also that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed recorded December 15, 2014 in Book 3323 at Page 695 of the Craven County Registry.

Subject to restrictive covenants and easements of record.

**OWNER AFFIDAVIT AND INDEMNITY AGREEMENT**

**(NO RECENT IMPROVEMENTS AND NO EXECUTORY CONTRACTS FOR IMPROVEMENTS)**

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

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

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

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

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

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

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

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

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

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

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

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

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

**PROVIDING A FALSE AFFIDAVIT IS A CRIMINAL OFFENSE**

**EXECUTION BY OWNER**

CRAVEN COUNTY, a body politic and corporate  By: _____ Printed or Typed Name/Title: _____  (Seal)	State of <u>NORTH CAROLINA</u> County of <u>CRAVEN</u> Signed and sworn to (or affirmed) before me this day by  _____ of <u>Craven County, a body politic and corporate.</u>  Date: _____  _____, Notary Public  My Commission Expires: _____	(Affix Circular/Notarial Seal)
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