

**AGENDA  
CRAVEN COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
MONDAY, SEPTEMBER 21, 2015  
8:30 A.M.**

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

1. CONSENT AGENDA
  - A. Minutes of September 8, 2015 regular session
  - B. Tax Releases and Refunds
2. MCAS CHERRY POINT JLUS BRIEFING: Steve Player, Wooten Company and James Norment, Ward and Smith
3. COASTAL ENVIRONMENTAL PARTNERSHIP UPDATE: Bobby Darden, Executive Director
4. FARMERS MARKET PRESENTATION: Joe Hunt, President
5. CITY OF HAVELOCK COMMUNITY DEVELOPMENT AGREEMENT: City of Havelock Official; Cliff Parsons, Ward and Smith; and Jim Hicks, County Attorney

DEPARTMENTAL MATTERS

6. HEALTH: Scott Harrelson, Health Director
  - A. Budget Amendment – Use of Reserve Funds 371
  - B. Budget Amendment – Additional State Funds Awarded
  - C. Fee Recommendations
  - D. Medicaid Cost Settlement Discussion
7. SOCIAL SERVICES: Alfreda Stout, Deputy Director
  - A. Budget Amendment – County Social Services Line Item
  - B. Budget Amendment – Roll Forward Unspent Donation Funds from Prior FY Senior Meals Program

8. RECREATION – HARLOWE FOOTBALL FIELD LIGHTING PROJECT: Eddie Games, Recreation Director
9. PLANNING – SUBDIVISION FOR APPROVAL: Don Baumgardner, Planning Director
10. FINANCE: Rick Hemphill, Assistant County Manager, Finance/Administration
  - A. Request by Community College Foundation to Revise Endowment Agreement
  - B. Policy for Fire Department Grant Matches by County
  - C. Budget Amendments
11. APPOINTMENTS
12. COUNTY ATTORNEY’S REPORT: Jim Hicks
13. COUNTY MANAGER’S REPORT: Jack Veit
14. COMMISSIONERS’ REPORTS
15. CLOSED SESSION

Agenda Date: September 21, 2015

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

Agenda Item No. 1

Board Action Required or Considered: Yes

## **CONSENT AGENDA**

### **A. MINUTES OF SEPTEMBER 8, 2015 REGULAR SESSION**

The Board will be requested to approve the minutes of September 8, 2015 regular session.

### **B. TAX RELEASES AND REFUNDS**

Craven County Tax Administrator, Ronnie Antry, will submit the routine requests for tax releases and refunds contained in Attachment #1.B. for the Board's approval.

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

Agenda Date: September 21, 2015

Presenters: James Norment, Steve Player

Agenda Item No. 2

Board Action Required or Considered: No

### **MCAS CHERRY POINT JLUS BRIEFING**

James Norment of Ward and Smith and Steve Player with Wooten Company will brief the Board about the Cherry Point JLUS (Joint Land Use Study) and its goals.

**Board Action: Receive information**

Agenda Date: September 21, 2015

Presenter: Bobby Darden

Agenda Item No. 3

Board Action Required or Considered: No

### **COASTAL ENVIROMENTAL PARTNERSHIP UPDATE**

At the request of Commissioner Mark, Coastal Partnership Executive Director, Bobby Darden, will present some of the Fiscal Year end tonnage data that was presented to the CRSWMA Board last month.

**Board Action: Receive information**

Agenda Date: September 21, 2015

Presenter: Joe Hunt

Agenda Item No. 4

Board Action Required or Considered: No

### **FARMERS MARKET PRESENTATION**

Joe Hunt, President of the Farmers Market will make a presentation to update the Board on the status and plans of the New Bern Farmers Market.

**Board Action: Receive information**

Agenda Date: September 21, 2015

Presenters: City of Havelock Official, Cliff Parsons,  
Jim Hicks

Agenda Item No. 5

Board Action Required or Considered:

## **CITY OF HAVELOCK COMMUNITY DEVELOPMENT AGREEMENT**

### **PHOENIX RECYCLING SITE**

#### **Site History**

The land assessed in this report was originally a sand mine that was later used as a demolition waste dump site. Phoenix Recycling was permitted by NCDCCR as a material recycling center and a construction and demolition debris waste management facility in 1993. In 1997, the site received approximately 24,000-tons of hurricane debris from Pender County. The owners of the site declared bankruptcy in 2000. At the time the facility closed there was estimated to be over 150,000 cubic yards of unprocessed material stockpiled at the site.

In 2004, an inventory of materials at the site indicated over 200,000 cubic yards of waste material at the site in approximately nine piles. This material consisted of approximately 75,200 cubic yards of compacted wood chips mixed with sand; 71,150 cubic yards of compacted wood chips mixed with sand and covered with building debris; 31,200 cubic yards of less compacted wood chips mixed with sand; 18,000 cubic yards of loose wood chips; 2,750 cubic yards of scrap metal; and 3,100 cubic yards of building debris (mainly plastic.)

The North Carolina Department of Environment, Health and Natural Resources, Division of Waste Management, Inactive Hazardous Site Branch has conducted numerous investigations to assess the potential environmental impacts at the site.

#### **Brownfields Assessment Grant**

The City received an EPA Brownfields Assessment Grant for environmental site assessments and data collection. The Phoenix site was one of the sites which has been evaluated. Part of the Brownfields program is also to develop a revitalization /reuse plan. Of note: if the City of Havelock assumes ownership of the Phoenix site that currently is in the City's ETJ, the City of Havelock is provided liability protection for pre-existing environmental contamination through protections found within federal law as exemptions or defenses to Superfund liability (under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as Superfund) and through the Brownfields Agreement to be negotiated with the North Carolina Department of Natural Resources (DENR). Both the EPA and DENR are extremely supportive of the City's efforts to revitalize and make the Phoenix site safe for the community.

Goals

The City of Havelock has three primary goals regarding the acquisition of the Phoenix site.

- 1) Make the site safer.
- 2) Mitigate existing environmental conditions.
- 3) Redevelop the site in a way that best benefits our citizens.

Process

- 1) Back Taxes. The City of Havelock desires to partner with Craven County to make this process as fiscally reasonable as possible. By approving the AGREEMENT, the county will receive the back taxes and then assist the City of Havelock in its future efforts in remediation and redevelopment.  
(See Attachment #5)
- 2) Protection from environmental Liability. The City of Havelock has agreed to a draft Brownfields agreement with NCDENR which will not go through a 30 day public comment period. If there are no substantive changes to the current document, we expect to have a final agreement before the end of October 2015.
- 3) Take ownership of the Phoenix property.

**Board Action: Consider approval of the agreement.**

Agenda Date: September 21, 2015

Presenter: Scott Harrelson

Agenda Item No. 6

Board Action Required or Considered: Yes

## DEPARTMENTAL MATTERS: HEALTH

### A. BUDGET AMENDMENT – USE OF RESERVE FUNDS 371

Use of dental reserve funds is being requested to purchase a handheld x-ray machine. The current x-ray machine is over six years old and is inoperable. It is needed for daily use on the dental mobile. (See Attachment #6.A.)

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

### B. BUDGET AMENDMENT – ADDITIONAL STATE FUNDS AWARDED

The State awarded the Health Department an additional \$20,000 in Preparedness and Response funding. This funding will cover Bioterrorism and Ebola Preparedness Response. Full-time salary covers Health Department employees' reimbursement for time spent in August mass exercise. Other costs covered are detailed in Attachment #6.B.

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

### C. FEE RECOMMENDATIONS

Attachment #6.C. lists recommended fees that are being presented for approval.

**Board Action: A vote to approve the fees.**

### D. MEDICAID COST SETTLEMENT DISCUSSION

Craven County Health Director, Scott Harrelson, will brief the Board on recent changes involving Craven County Medicaid cost settlement. These changes could potentially negatively affect financial standing in current and previous fiscal years. Mr. Harrelson will review potential options that the County Commissioners may seek to remedy these issues.

**Board Action: Receive information**

Agenda Date: September 21, 2015

Presenter: Alfreda Stout

Agenda Item No. 7

Board Action Required or Considered: Yes

## DEPARTMENTAL MATTERS: SOCIAL SERVICES

Alfreda Stout, DSS Deputy Director, will present the following budget amendments for the Board's approval.

### A. BUDGET AMENDMENT – COUNTY SOCIAL SERVICES LINE ITEM

The County Social Services line item is utilized to pay expenses associated with mandated Adult Protective Services and Guardianship cases. The Craven County Dept. of Social Services provides service on average to 50 or more individuals per month.

Costs generally associated with adult protective services and guardianship cases include: psychological and or medical expenses, adult care and/or nursing home room and board, medications, legal and estate fees, etc. This line item also provides payment for but is not limited to: disposition of unclaimed bodies, transports, contract with "ARC" for specific guardianship cases, etc.

Since June, Craven County DSS has been involved with two cases that have presented unexpected and higher than average costs for room and board, additional supervision, medication, psychological needs and evaluations, and other related costs. These have already exceeded our annual allocation.

Based on a review of currently known and projected costs, our Agency would need an additional \$80,000 through June 30, 2016.

Placement and related costs for adult protective and guardianship services can be very fluid. Therefore, our Agency is requesting an additional \$40,000 to provide funding through December 2015. At that time we will re-evaluate the need for additional funding. (See Attachment #7.A)

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

### B. BUDGET AMENDMENT – ROLL FORWARD UNSPENT DONATION FUNDS FROM PRIOR FY SENIOR MEALS PROGRAM

Ms. Stout is requesting to roll forward from prior fiscal year unspent funds donated to the Senior Program and Meals Program. (See Attachment #7.B.)

Agenda Date: September 21, 2015

Presenter: Eddie Games

Agenda Item No. 8

Board Action Required or Considered: No

**DEPARTMENTAL MATTERS: RECREATION – HARLOWE FOOTBALL FIELD LIGHTING PROJECT**

On Thursday August 6, 2015, Recreation Director, Eddie Games, met with Ray Brown (electrical contractor) and Commissioner McCabe at the Harlowe football field. The purpose for this meeting was for R. Brown to evaluate the current lighting at the facility and to discuss options for repairs or replacements. See Attachment #8 for findings from Ray Brown.

Mr. Games also contacted Bruce Johnson with Carteret – Craven Electric Cooperative about any possible assistance from them towards the Harlowe light project. He put Mr. Games in touch with Jake Joplin and Sarah Grider. Jake said they could possibly assist with installing new poles and Sarah stated they have a foundation, but the main intent is to help those struggling to pay electric bills. She did say that they could possibly make up to a \$500 donation to the league to help with league expenses.

**Board Action: Receive information**

Agenda Date: September 21, 2015

Presenter: Don Baumgardner

Agenda Item No. 9

Board Action Required or Considered: Yes

## **DEPARTMENTAL MATTERS: PLANNING – SUBDIVISION FOR APPROVAL**

Craven County Planning Director, Don Baumgardner, will present the following subdivision for the Board's approval. The Planning Board met on July 27, 2015 and recommended the subdivision for approval.

### Quail Woods Ph. 2, Sec. 1 - Final

- Property is owned by Quail Woods Village, LTD and Surveyed by Baldwin Design Consultants, P.A.
- Property is located within Twp. 2, off Broad Creek Rd. (SR 1600)
- Parcel ID 2-015-019
- Subdivision contains 24 lots on 11.194 acres
- Lots proposed to be served by community water and individual septic systems

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

Agenda Date: September 21, 2015

Presenter: Rick Hemphill

Agenda Item No. 10

Board Action Required or Considered: Yes

## DEPARTMENTAL MATTERS: FINANCE

### A. REQUEST BY COMMUNITY COLLEGE FOUNDATION TO REVISE ENDOWMENT AGREEMENT

After the sale of the NC Railroad Stock in 1998 the County donated \$500,000 to the Craven Community College Foundation Scholarship Fund. An endowment was created with these funds and each year it funds many scholarships. The original agreement states that 80% of earnings can be used each year to fund scholarships. Over the years the Foundation has seen this amount vary considerably based on the swings in the market. The Foundation has looked at how to “smooth” this out so a consistent number of scholarships can be awarded each year. The request made by the Foundation is to amend the agreement to allow that 80% of the average of the five previous year earnings can be used to fund scholarships.

The total in the Foundation at this time is approximately \$1.9 million. The two largest endowments are the County’s (approximately \$575,000) and the original college endowment (approximately \$525,000). The Foundation Board has already approved changing the original college endowment as above and if the County agrees this will provide a much more consistent level of scholarships to be awarded each year. (See Attachment #10.A)

**Board Action: The Board will need to authorize the Chairman to sign the amendment to the endowment agreement.**

### B. POLICY FOR FIRE DEPARTMENT GRANT MATCHES BY COUNTY

During the budget workshops the Board asked staff to develop a policy to be used to determine the eligibility to receive a match from the County for Department of Insurance grants to volunteer fire departments. Data, contained in Attachment 10.B, was compiled for each squad to assist in determining the parameters for eligibility. After review of this data it is our recommendation that:

- 1) Each year the Board must first decide if the County will match any grants. This decision should be made during the budget development timeframe to be effective for the grants applied for the following January (funded the next budget year). This will allow the departments to know whether a match is available prior to their applying.
- 2) Volunteer fire departments with an estimated property valuation of less than \$300,000,000 are eligible to be considered for a match if the current tax rate is more than \$.05 per \$100 of valuation.

- 3) Cash available to the departments will also be considered as will the amount of fund balance held for the departments by the County.
- 4) Departments with cash balances over \$100,000 will be required to explain the purpose for this amount of cash being accumulated before being approved for a match.
- 5) Additionally the Board may require the department to use the fund balance on the County's books as the match if it is sufficient to do so.

**Board Action: Receive information and consider proposed policy.**

C. BUDGET AMENDMENTS

Mr. Hemphill will present the following budget amendments, as shown in Attachment 10.C. for the Board's approval.

**Amendments:** Volunteer Fire Dept – Need to budget \$ 2,140 in additional fire dept funds to cover shortage in Cove City's Volunteer Fire Department's worker compensation line. VFIS invoice dated 07/29/15 is for \$ 90,560.

Fire/Special Service District – Need to budget funds to meet required 50% match for fire grants awarded to Little Swift Creek (\$ 20,000), Cove City (\$ 3,000), Dover (\$ 14,720), Ft. Barnwell (\$ 3,280) and Township #9 (\$ 9,683). The funds are already appropriated in the General Fund budget as the Board of Commissioners approved \$50,683 for grant matches in the FY '16 budget.

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

Agenda Date: September 21, 2015

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

Agenda Item No. 11

Board Action Required or Considered: Yes

## APPOINTMENTS

- A. PENDING
- B. UPCOMING

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

**A. PENDING APPOINTMENT(S):**

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. UPCOMING APPOINTMENTS**

**October**

Community Child Protection Team

Dawn Gibson (Appointed 2012)

Adult Care Home Advisory

Linda Chagnon (Appointed 2012)

Jury Commission

James Muse (Appointed 2013)

**November**

Firemen's Relief Fund

Donald Rottman (Appointed 2013)

Agricultural Advisory Committee

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

Agenda Date: September 21, 2015

Presenter: Jim Hicks

Agenda Item No. 12

Board Action Required or Considered: Yes

## COUNTY ATTORNEY'S REPORT

### A. FINAL ACCEPTANCE – OFFER TO PURCHASE REAL PROPERTY – 735 W NC. HWY 55 (#8-218-066)

The County and City previously received and tentatively approved an offer in the amount of \$4,000.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$3,529.80. The current tax value is \$23,850. The offer was advertised, and there were no upset bids received.

Attachment #12.A. contains the proposed resolution, deed and lien waiver. It is recommended that the Board give final approval of the sale and adopt the resolution.

### B. INITIAL OFFER TO PURCHASE REAL PROPERTY – 3022 MADISON AVENUE (#8-044-A-069).

The County and City have received an offer in the amount of \$4,200.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$4,189.43. The current tax value is \$62,530.00. Attachment #12.B. contains copies of the offer to purchase, deed, GIS information, and proposed resolution.

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

Agenda Date: September 21, 2015

Presenter: Jack Veit

Agenda Item No. 13

## **COUNTY MANAGER'S REPORT**

Agenda Date: September 21, 2015

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

Agenda Item No. 14

## **COMMISSIONERS' REPORTS**

Agenda Date: September 21, 2015

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

Agenda Item No. 15

**CLOSED SESSION**

The Board will be requested to go into closed session concerning a personnel matter and to consult with the attorney, pursuant to N.C.G.S. 143-318.11(a)(3) and (6).

TAX804P

CRAVEN COUNTY

PAGE

1

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/21/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
ALLINEN, JOHNNY L NOT IN BUSINESS 1/1/15	0027592 2015-0090322	93.57
ALONZO, FERNANDO FORECLOSURE-LIEN EXTINGUISHED	0047473 2015-0000881	240.05
BAKER, STEVEN KEITH INCORRECT SITUS-TO BE REBILLED	0104677 2015-0002486	38.27
BARDON, JOHN C & SANDRA M DID NOT OWN 1/1/2014	0074449 2014-0002935	15.29
BARDON, JOHN C & SANDRA M DID NOT OWN 1/1/2015	0074449 2015-0002866	31.60
BENNETT, BRUCE PARKER DID NOT OWN 1/1/2015	0003388 2015-0004319	19.74
BENNETT, MICHAEL SCOTT MILITARY EXEMPTION	0082030 2015-0004396	162.00
BOTTORFF, FRANK P & SHEREE DAR INCORRECT SITUS-TO BE REBILLED	0074236 2015-0005704	39.79
BOYD, BRIAN ROSS DID NOT OWN 1/1/2015	0032691 2015-0005834	24.45
BRANCH BANKING & TRUST CO CORRECTED KEYING ERROR	0766804 2015-0006114	93.36
BROCK, JETTIE HRS FORECLOSURE-LIEN EXTINGUISHED	0855450 2015-0006799	74.59
BROOKS, BRIAN ALAN & KERRI LEI NOT TAXABLE TO CRAVEN COUNTY	0101003 2015-0006856	402.76
BROWN, FRANKLIN DELNO & VALENC DOUBLE LISTED AS REAL AND PERSONAL	0889430 2015-0007041	49.82
BRYANT, NATHAN HEIRS FORECLOSURE-LIEN EXTINGUISHED	0988200 2015-0007691	72.32

## CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/21/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
CARTER, STEVEN THOMAS DID NOT OWN 1/1/2015	0038796 2015-0009533	203.44
CHAPMAN, HERMAN JR HRS FORECLOSURE-LIEN EXTINGUISHED	0059539 2015-0010031	33.17
CIT TECHNOLOGY FINANCING SERVI INCORRECT SITUS-TO BE REBILLED	0042772 2015-0010547	88.16
COASTAL COMMUNITY DEVELOPMENT FORECLOSURE-LIEN EXTINGUISHED	0018082 2015-0010980	23.95
COGDILL, GEORGE W & MARY E DID NOT OWN 1/1/2015	0056075 2015-0011127	55.02
COOPER, JOHN R MILITARY EXEMPTION	0105349 2015-0011752	13.18
CORCORAN, MATTHEW F VALUE ERROR CORRECTION	0104545 2015-0090031	495.13
CORCORAN, MATTHEW F VALUE ERROR CORRECTION	0104545 2015-0011894	209.44
CRAVEN COUNTY DWELLING REMOVED FROM PROPERTY	0019760 2015-0012541	36.00
CROP PRODUCTION SERVICES INC LATE LISTING FEE CHARGED IN ERROR	0076291 2015-0012853	38.87
DIAZ, AARON MILITARY EXEMPTION	0105687 2015-0014827	238.62
DOLLAR TREE STORES INC LATE LISTING FEE CHARGED IN ERROR	0104378 2015-0015432	130.88
DOLLAR TREE STORES INC #4047 LATE LISTING FEE CHARGED IN ERROR	0083144 2015-0015433	38.28
DOLLAR TREE STORES INC #85 LATE LISTING FEE CHARGED IN ERROR	0013907 2015-0015434	68.49

## CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/21/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
DONLEN TRUST LATE LISTING FEE CHARGED IN ERROR	0104379 2015-0015474	29.73
FEDERAL EXPRESS CORPORATION LATE LISTING FEE CHARGED IN ERROR	0012790 2015-0018133	102.68
FEDERAL EXPRESS CORPORATION LATE LISTING FEE CHARGED IN ERROR	0012790 2015-0018134	7.67
FIRST AMERICAN COMM BANCORP LATE LISTING FEE CHARGED IN ERROR	0100258 2015-0018536	1.95
FLEMING, PARSHEE JANICE FORECLOSURE-LIEN EXTINGUISHED	0018685 2015-0018862	50.36
FOY, ANNIE HEIRS FORECLOSURE-LIEN EXTINGUISHED	0020105 2015-0019443	34.22
GEWAIN, WILLIAM J & SHARON CORRECTED VALUE OF BOAT	0089117 2015-0021512	134.57
HEATH, ERNEST DANIEL BILLED INCORRECT ACCOUNT-SEE 107333	0085621 2015-0026031	79.30
HENNINGER, ROBERT T TRAILER DOUBLE LISTED & BILLED	0070594 2015-0026356	5.80
HILL, JAMES & RHONDA INCORRECT BILLING-TO BE REBILLED	0102984 2015-0026890	301.35
HOWARD, CHRISTY F NOT TAXABLE TO CRAVEN COUNTY	0033334 2015-0027979	54.36
HUNTSMAN, GLEE EILEEN APPRAISAL ERROR CORRECTION	0102027 2015-0028610	20.23
JANDRIAN, JAY J NOT TAXABLE TO CRAVEN COUNTY	0055063 2015-0029545	66.40
JONES, AUDREY DID NOT OWN 1/1/2015	0090217 2015-0030507	42.12

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/21/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
JONES, JOSEPH E & JOYCE DID NOT OWN 1/1/2015	3970800 2015-0030785	523.08
JONES, TOM HENRY & REGINA EATO APPRAISAL ERROR CORRECTION	4021280 2015-0031071	3,026.32
LAUGHINGHOUSE, RICHARD L & IPO CORRECTED MAPPING ERROR-MISSED DEED	0093949 2015-0033656	780.22
LAUGHINGHOUSE, RICHARD L & IPO CORRECTED MAPPING ERROR-MISSED DEED	0093949 2015-0033655	526.90
LAUGHINGHOUSE, RICHARD L & IPO CORRECTED MAPPING ERROR-MISSED DEED	0093949 2015-0033654	258.81
MICHAELS STORES INC CLERICAL ERROR CORRECTION	0092918 2015-0039160	312.00
MID-STATE INVESTMENT CORP FORECLOSURE-LIEN EXTINGUISHED	4927350 2015-0039182	32.03
MILLER, BRYAN SWAIN NOT TAXABLE TO CRAVEN COUNTY	0103223 2015-0039347	130.37
MOORE, TRACIE MITCHELL FORECLOSURE-LIEN EXTINGUISHED	0030616 2015-0040747	122.85
MOORE, VICTOR JR & MOORE, GEOR FORECLOSURE-LIEN EXTINGUISHED	0026011 2015-0040757	79.25
MORAN, DENNIS JAY NOT TAXABLE TO CRAVEN COUNTY	0044262 2015-0040829	24.05
MORRIS, BILLY VAN JR BUILDINGS RAZED PRIOR TO 1/1/15	0025348 2015-0041040	135.19
ORMOND, CURTIS R JR NOT IN BUSINESS 1/1/2015	0065311 2015-0043841	325.87
OUTERWALL INC LATE FEE CHARGED IN ERROR	0104296 2015-0043980	9.63

## CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/21/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
OUTERWALL INC LATE FEE CHARGED IN ERROR	0104296 2015-0043979	7.18
OUTERWALL INC LATE FEE CHARGED IN ERROR	0104296 2015-0043978	1.46
OUTERWALL INC LATE FEE CHARGED IN ERROR	0104296 2015-0043982	4.87
PATTERSON, AMBER DAWN DID NOT OWN 1/1/2010	0033725 2010-0040094	64.92
PATTERSON, AMBER DAWN DID NOT OWN 1/1/2011	0033725 2011-0044628	59.96
PATTERSON, AMBER DAWN DID NOT OWN 1/1/2012	0033725 2012-0044522	55.51
PATTERSON, AMBER DAWN DID NOT OWN 1/1/2015	0033725 2013-0093037	51.34
PATTERSON, AMBER DAWN DID NOT OWN 1/1/2014	0033725 2014-0091966	47.21
PATTERSON, AMBER DAWN DID NOT OWN 1/1/2015	0033725 2015-0044818	43.54
POSNO HEATING & AIR LLC NOT IN BUSINESS 1/1/2015	0077053 2015-0046292	30.29
SCHULZE, JASON T & SARA A MILITARY EXEMPTION	0080516 2015-0051180	28.02
SMALL, KENNETH HOWELL NOT TAXABLE TO CRAVEN COUNTY	0078260 2015-0052719	525.26
SMITH, JAMES E & TERRI DOUBLE BILLED-SEE ACCT 106047	0103746 2015-0053074	196.55
STUSSE, NATHANIEL B & ALLISON HALF MILITARY EXEMPTION	0046383 2015-0055273	18.38

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/21/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
SWAIN, DORIS VALUE CORRECTION PER BILL OF SALE	0099610 2015-0055628	78.66
SWANNER, AARON PAUL RECYCLE FEE CHARGE IN ERROR	7036720 2015-0055658	36.00
SWINSON, CHARMIN S FORECLOSURE-LIEN EXTINGUISHED	0098568 2015-0055791	209.29
THE CHILDRENS PLACE LATE LISTING FEE CHARGED IN ERROR	0093101 2015-0056683	67.44
THOMAS, BERTIE MAE DID NOT OWN 1/1/2015 PER MAPPING	7153650 2015-0056778	41.59
THOMPSON, DANIEL W & AMY L APPRAISAL ERROR CORRECTION	0043721 2015-0057065	8.91
UNISYS CORPORATION LATE LISTING FEE CHARGED IN ERROR	0097505 2015-0058817	1.06
VIRTEXCO CORPORATION NOT IN BUSINESS 1/1/2015	0032047 2015-0059410	236.50
WALKER, MICHAEL KEITH & CANDAC NOT TAXABLE TO CRAVEN COUNTY	0057704 2015-0059759	105.71
WARD, DON DID NOT OWN 1/1/2015	0101377 2015-0060098	611.31
WARMACK, WILLIAM G CORRECTED VALUE PER BILL OF SALE	0050420 2015-0060243	9.78
WEYERHAEUSER NR COMPANY CLERICAL ERROR CORRECTION	0078450 2015-0061566	6.16
WEYERHAEUSER NR COMPANY CLERICAL ERROR CORRECTION	0078450 2015-0061562	88.57
WILSON, ROBERT ALFERT HRS FORECLOSURE-LIEN EXTINGUISHED	8116305 2015-0063711	93.97

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/21/2015

TAXPAYER NAME

ACCT#/TICKET#

AMOUNT

84 -CREDIT MEMO(S)

12,976.99

## REFUNDS SUBJECT TO BOARD APPROVAL ON 09/21/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
BROWN, FRANKLIN DELNO & VALENC DOUBLE LISTED AS REAL AND PERSONAL	0889430 2014-0007094	51.50
BROWN, FRANKLIN DELNO & VALENC DOUBLE LISTED AS REAL AND PERSONAL	0889430 2013-0006931	50.09
INGRAM, CHARLES LINSEY NOT TAXABLE TO CRAVEN COUNTY 2014	0104446 2015-0090080	93.00
MARRERO, MARIA C FIRE TAX CHARGED INCORRECTLY	0086055 2015-0090310	9.79
SMALL, PETER FRANK & MARCELLA DID NOT OWN 1/1/2011	6608900 2011-0052545	209.74
SMALL, PETER FRANK & MARCELLA DID NOT OWN 1/1/2012	6608900 2012-0052492	190.26
SMALL, PETER FRANK & MARCELLA DID NOT OWN 1/1/2013	6608900 2013-0094184	189.13
SMALL, PETER FRANK & MARCELLA DID NOT OWN 1/1/2014	6608900 2014-0090746	193.39
	8 -REFUND(S)	986.90

**STATE OF NORTH CAROLINA**

**AGREEMENT**

**COUNTY OF CRAVEN**

THIS AGREEMENT (“Agreement”) is made and entered into as of the \_\_\_ day of September, 2015, by and between the CITY OF HAVELOCK (“City”), a North Carolina municipal corporation, and CRAVEN COUNTY (“County”), a body politic and corporate of the State of North Carolina, collectively referred to as the “Parties.”

**WITNESSETH:**

THAT WHEREAS the City intends to acquire those certain tracts or parcels of land described in Deed Book 962 at Page 795, and Deed Book 1248 at Page 575 in the Craven County Registry, and commonly referred to by tax parcel numbers 6-031-003 and 6-031-005, respectively (“Real Property”), which Real Property is situated outside of the municipal boundaries of the City; and,

WHEREAS, the Real Property is subject to certain environmental issues, which the City intends to mitigate in order for the Real Property to be utilized in the future for recreation, residential, or other public purposes; and,

WHEREAS, the Real Property has delinquent ad valorem tax liens assessed against it by County, as well as 2015 ad valorem taxes due but not yet delinquent, in the total amount of \$22,021.54 as of the date of this Agreement; and,

WHEREAS, upon its acquisition of the Real Property, the City shall satisfy all current and delinquent ad valorem taxes constituting a lien upon the Real Property; and,

WHEREAS, to assist the City in its acquisition of the Real Property and the future cost of remediation and other development activities, the City has asked the County to reimburse the City the amount of taxes paid by the City to the County hereunder; and,

WHEREAS, the North Carolina General Statutes, including but not limited to G.S. §153A-149(c)(17, 25 and 26), authorize the County to appropriate funds to another local government for certain joint undertakings for purposes of parks, recreation and planning; and,

WHEREAS, the County finds that such an appropriation of funds to the City as contemplated by this Agreement accomplishes various public purposes, and is in the best interest of the people of Craven County; and,

WHEREAS, the Parties hereto desire to reduce their agreement to writing.

NOW, THEREFORE, it is mutually agreed as follows:

**1. County Obligations**

1.1. Upon the City's acquisition of the Real Property and its payment of all ad valorem taxes then delinquent and due, the County shall, within thirty (30) days thereof, appropriate to the City the same amount to assist the City in the remediation and development activities to be undertaken by the City in relation to the Real Property.

**2. City Obligations**

2.1. Upon the City's acquisition of the Real Property, it shall satisfy all delinquent and current taxes due related to the Real Property within thirty (30) days.

2.2. In the event that the City sells the Real Property, or any portion thereof, within ten (10) years of the date this Agreement, the City shall be entitled to retain an amount equal to its costs and expenses associated with the acquisition of the Real Property, and all actual remediation and development costs related to the Real Property as of the date of such sale; and in the event there are any excess funds, they shall be first applied to repayment to the County for the amount appropriated by it under Section 1.1 above, and any remaining excess funds thereafter shall inure to the sole benefit of the City.

2.3. In the event that the City sells less than all of the Real Property, whether by one or a series of transactions affecting less than the whole, the provisions of Section 2.2 shall govern each partial sale by the City, until such time as the County has been reimbursed in full the amount it appropriate under Section 1.1 above; and thereafter, all such remaining excess funds shall inure to the sole benefit of the City.

**3. Costs of Transaction**

3.1. Each party shall be solely responsible for all other costs incurred by each respective party, including without limitation, attorney's fees.

**4. Miscellaneous**

4.1. This Agreement sets forth the full understanding of the City and the County with regard to the Real Property; and all prior negotiations and understandings with regard to the same are merged herein.

4.2. If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or

impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

4.3. This Agreement shall be enforceable by each party hereto by all remedies available at law or in equity, including but not limited to specific performance. Failure or delay to exercise any right, remedy or privilege hereunder shall not operate as a waiver of such right, remedy or privilege nor prevent subsequent enforcement thereof. In the event that it becomes necessary to enforce this Agreement by any remedy, the party against whom enforcement is sought hereby agrees to waive any defense of sovereign immunity.

4.4. Each party agrees that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purpose and intent of this Agreement.

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

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

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

CITY OF HAVELOCK

(Seal)

By: \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

CRAVEN COUNTY

(Seal)

By: \_\_\_\_\_  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
COUNTY CLERK

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Officer, City of Havelock

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

---

Finance Officer, Craven County

9\\SERVER04\lssdocs\00000028\00062443.000.DOCX







**CRAVEN COUNTY HEALTH DEPARTMENT  
Board of Health Fee Approval  
Recommendation**

**Date:** September 9, 2015

**Fee Increase Recommended:** We are requesting the below rates to be effective September 1, 2015.

**Reason:** Increase in the cost of vaccines

**1. Procedure Code/Description:** 90732/ PNEUMOVAX 23

Cost per Vaccine: \$73.90

**Current Fee: \$28.00**

**Medicaid Rate: \$31.38**

**Proposed Rate: \$83.00**

**Medicare Rate: \$82.51**

**2. Procedure Code/Description:** 90651 / Gardasil 9

Note: Gardasil 9 (CPT #90651) will be replacing Gardasil (CPT #90650)

Cost per Vaccine: \$ 158.06

**Current Fee: \$152.00**

**Medicaid Rate: 177.84**

**Proposed Rate: \$178.00**

Patients will incur an Administrative fee of \$17.00 in addition to vaccines listed above.  
This fee covers staff time and the cost of supplies.





Senior Centers Special Funds 101-7295-336-39.00

Total funds received:	\$ 11,685.44	*includes roll forward amounts from 13/14
Total funds expended:	\$ 5,572.94	
Current balance / carryover:	\$ 6,112.50	

Purpose / Rec'd from	Date Rec'd	Amount	Expenditure		Balance	Category Balances (no keying required)
			Date Spent	Account Number		
MEALS ON WHEELS						
Carryover amount from 2013/2014		\$ 699.00				Balance Fwd: \$ -
MEALS				7295-32-29		Balance Remaining: \$ -
					\$ 599.00	
					\$ 599.00	
					\$ 599.00	
					\$ 599.00	
Meals Program						Balance Fwd: \$ 599.00
					\$ 644.00	
	9/8/14	\$ 40.00			\$ 684.00	Balance Remaining: \$ 1,999.31
	9/9/14	\$ 20.00			\$ 704.00	
		\$ 100.00			\$ 804.00	
	9/10/14	\$ 56.00			\$ 860.00	
	9/12/14	\$ 30.00			\$ 890.00	
		\$ 25.00			\$ 915.00	
	9/19/14	\$ 15.00			\$ 930.00	
	9/23/14	\$ 100.00			\$ 1,030.00	
			10/13/2015	7295.32-29	\$ 24.55	\$ 1,005.45
	11/14/14	\$ 45.00			\$ 1,050.45	
			12/15/2014	7295.32-29	\$ 71.07	\$ 979.38
			12/15/2014	7295.32-29	\$ 117.00	\$ 862.38
	1/13/15	\$ 50.00			\$ 912.38	
	1/22/15	\$ 20.00			\$ 932.38	
	2/4/15	\$ 250.00			\$ 1,182.38	
	2/4/15	\$ 50.00			\$ 1,232.38	
	2/11/15	\$ 656.89			\$ 1,889.27	
	4/7/15	\$ 40.00			\$ 1,929.27	
	5/7/15	\$ 50.00			\$ 1,979.27	
			5/13/2015	7295.32-29	\$ 84.96	\$ 1,894.31
	5/20/15	\$ 150.00			\$ 2,044.31	
					\$ 2,044.31	
REGULAR SENIOR DONATIONS						Category Balances (no keying required)
Carryover amount from 2013/2014		\$ 4,344.00			\$ 4,344.00	Balance Fwd: \$ 449.00
George Street Congr. Donation					\$ 4,344.00	Balance Remaining: \$ 449.00
					\$ 4,344.00	
					\$ 4,344.00	
Activites/Crafts						Balance Fwd: \$ 319.00
					\$ 4,344.00	Balance Remaining: \$ 319.00
					\$ 4,344.00	
					\$ 4,344.00	
	10/14/14	\$ 500.00			\$ 4,844.00	Balance Fwd: \$ -
			11/3/14	7295.32-31	\$ 37.91	\$ 4,806.09
			11/3/14	7295.32-31	\$ 80.00	\$ 4,726.09
			11/3/14	7295.32-31	\$ 17.35	\$ 4,708.74
			12/15/14	7295.32-31	\$ 96.00	\$ 4,612.74
			12/15/14	7295.32-31	\$ 71.07	\$ 4,541.67
			12/22/14	7295.32-31	\$ 61.84	\$ 4,479.83
			12/22/14	7295.32-31	\$ 19.22	\$ 4,460.61
			12/29/14	7295.32-31	\$ 45.00	\$ 4,415.61
			12/29/14	7295.32-31	\$ 48.49	\$ 4,367.12
			1/5/15	7295.32-31	\$ 23.12	\$ 4,344.00
	5/7/15	\$ 200.00			\$ 4,544.00	
	5/18/15	\$ 50.00			\$ 4,594.00	
			5/13/15	7295.32-31	\$ 250.00	\$ 4,344.00
					\$ 4,344.00	
					\$ 4,344.00	
					\$ 4,344.00	
	7/21/14	\$ 55.00			\$ 4,399.00	Balance Fwd: \$ 2,104.00
			7/22/14	7295.32-31	\$ 105.05	\$ 4,293.95
	8/8/14	\$ 45.00			\$ 4,338.95	Balance Remaining: \$ 1,876.19
	10/8/14	\$ 45.00			\$ 4,383.95	
			10/8/14	7295.32-31	\$ 15.60	\$ 4,368.35
			10/8/14	7295.32-31	\$ 39.70	\$ 4,328.65
			10/8/14	7295.32-31	\$ 75.42	\$ 4,253.23
	10/14/14	\$ 0.50			\$ 4,253.73	
	10/20/14	\$ 10.00			\$ 4,263.73	
			10/20/14	7295.32-31	\$ 42.75	\$ 4,220.98
			10/20/14	7295.32-31	\$ 26.97	\$ 4,194.01
			10/27/14	7295.32-31	\$ 134.16	\$ 4,059.85
			10/27/14	7295.32-31	\$ 38.97	\$ 4,020.88
			10/27/14	7295.32-31	\$ 93.53	\$ 3,927.35
			11/3/14	7295.32-31	\$ 19.80	\$ 3,907.55
			11/3/14	7295.32-31	\$ 14.36	\$ 3,893.19
			11/3/14	7295.32-31	\$ 28.60	\$ 3,864.59
			11/3/14	7295.32-31	\$ 111.62	\$ 3,752.97
			12/2/14	7295.32-31	\$ 59.83	\$ 3,693.14
	12/3/14	\$ 48.00			\$ 3,739.14	
			12/15/14	7295.32-31	\$ 19.98	\$ 3,719.16
			12/15/14	7295.32-31	\$ 28.78	\$ 3,690.38
			12/15/14	7295.32-31	\$ 8.96	\$ 3,681.42
	12/18/14	\$ 42.00			\$ 3,723.42	
	12/18/14	\$ 10.00			\$ 3,733.42	
	12/18/14	\$ 42.25			\$ 3,775.67	
	12/18/14	\$ 642.25			\$ 4,417.92	
	12/19/14	\$ 197.00			\$ 4,614.92	
	12/22/14	\$ 7.00			\$ 4,621.92	

12/22/14	\$	60.00		\$	4,681.92		
12/30/14	\$	18.30		\$	4,700.22		
12/30/14	\$	77.25		\$	4,777.47		
			1/12/15 7295.32-31	\$	7.39	\$	4,770.08
			1/5/15 7295.32-31	\$	7.00	\$	4,763.08
			1/5/15 7295.32-31	\$	18.01	\$	4,745.07
			1/5/15 7295.32-31	\$	18.25	\$	4,726.82
			1/5/15 7295.32-31	\$	4.50	\$	4,722.32
			1/5/15 7295.32-31	\$	10.30	\$	4,712.02
			2/17/15 7295.32-31	\$	218.79	\$	4,493.23
			2/24/15 7295.32-31	\$	44.00	\$	4,449.23
3/5/15	\$	40.00			\$	4,489.23	
			5/4/15 7295.32-31	\$	32.03	\$	4,457.20
			5/4/15 7295.32-31	\$	18.90	\$	4,438.30
			5/4/15 7295.32-31	\$	17.00	\$	4,421.30
			5/4/15 7295.32-31	\$	240.16	\$	4,181.14
			5/13/15 7295.32-31	\$	26.00	\$	4,155.14
			5/13/15 7295.32-31	\$	50.93	\$	4,104.21
5/15/15	\$	100.00			\$	4,204.21	
			5/26/15 7295.32-31	\$	27.19	\$	4,177.02
			5/26/15 7295.32-31	\$	36.98	\$	4,140.04
			5/27/15 7295.32-31	\$	63.85	\$	4,076.19
8/16/15	\$	40.00			\$	4,116.19	
					\$	4,116.19	
					\$	4,116.19	
					\$	4,116.19	

Class (Punch) Cards

7/24/14	\$	3.50		\$	4,119.69		
	\$	3.50		\$	4,149.69		
	\$	30.00		\$	4,153.19		
	\$	3.50		\$	4,156.69		
	\$	3.50		\$	4,186.69		
	\$	30.00		\$	4,216.69		
	\$	30.00		\$	4,220.19		
	\$	3.50		\$	4,223.69		
	\$	3.50		\$	4,253.69		
7/16/14	\$	30.00		\$	4,283.69		
	\$	30.00		\$	4,287.19		
	\$	3.50		\$	4,290.69		
7/21/14	\$	3.50		\$	4,294.19		
	\$	3.50		\$	4,324.19		
8/15/14	\$	30.00		\$	4,354.19		
8/5/14	\$	30.00		\$	4,384.19		
	\$	30.00		\$	4,414.19		
	\$	30.00		\$	4,444.19		
8/5/14	\$	30.00		\$	4,474.19		
	\$	30.00		\$	4,504.19		
	\$	30.00		\$	4,534.19		
9/2/14	\$	30.00		\$	4,564.19		
	\$	30.00		\$	4,594.19		
	\$	30.00		\$	4,597.69		
	\$	3.50		\$	4,601.19		
9/8/14	\$	3.50		\$	4,631.19		
	\$	30.00		\$	4,661.19		
	\$	30.00		\$	4,691.19		
	\$	30.00		\$	4,721.19		
9/9/14	\$	30.00		\$	4,751.19		
	\$	30.00		\$	4,781.19		
	\$	30.00		\$	4,661.19		
			9/15/14 7295.32-31	\$	120.00	\$	4,481.19
			9/15/14 7295.32-31	\$	180.00	\$	4,301.19
			9/15/14 7295.32-31	\$	180.00	\$	4,331.19
9/16/14	\$	30.00		\$	4,361.19		
	\$	30.00		\$	4,391.19		
	\$	30.00		\$	4,398.19		
	\$	7.00		\$	4,428.19		
	\$	30.00		\$	4,458.19		
9/19/14	\$	30.00		\$	4,461.69		
9/23/14	\$	3.50		\$	4,465.19		
	\$	3.50		\$	4,375.19		
			10/1/14 7295.32-31	\$	90.00	\$	4,135.19
			10/1/14 7295.32-31	\$	240.00	\$	3,985.19
			10/6/14 7295.32-31	\$	150.00	\$	3,988.69
10/8/14	\$	3.50		\$	3,992.19		
	\$	3.50		\$	4,022.19		
	\$	30.00		\$	4,052.19		
	\$	30.00		\$	4,055.69		
	\$	3.50		\$	4,085.69		
	\$	30.00		\$	4,115.69		
	\$	30.00		\$	4,119.19		
10/14/14	\$	3.50		\$	4,149.19		
10/20/14	\$	30.00		\$	4,179.19		
	\$	30.00		\$	4,209.19		
	\$	30.00		\$	4,212.69		

Balance Fwd: \$ 1,222.00

Balance Remaining: \$ 1,191.00

10/23/14	\$	3.50			\$	4,216.19		
10/28/14	\$	3.50			\$	4,246.19		
	\$	30.00			\$	4,249.69		
10/31/14	\$	3.50			\$	4,253.19		
	\$	3.50			\$	4,283.19		
11/4/14	\$	30.00			\$	4,313.19		
	\$	30.00			\$	4,343.19		
11/7/14	\$	30.00			\$	4,346.69		
	\$	3.50			\$	4,376.69		
11/18/14	\$	30.00			\$	4,316.69		
			11/19/14	7295.32-31	\$	60.00	\$	4,076.69
			11/19/14	7295.32-31	\$	240.00	\$	3,956.69
			11/19/14	7295.32-31	\$	120.00	\$	3,986.69
12/5/14	\$	30.00				\$	4,016.69	
	\$	30.00				\$	4,046.69	
	\$	30.00				\$	4,076.69	
	\$	30.00				\$	4,106.69	
	\$	30.00				\$	4,110.19	
	\$	3.50				\$	4,140.19	
12/9/14	\$	30.00				\$	4,170.19	
	\$	30.00				\$	4,200.19	
	\$	30.00				\$	4,140.19	
			12/15/14	7295.32-31	\$	60.00	\$	3,960.19
			12/22/14	7295.32-31	\$	180.00	\$	3,990.19
12/19/14	\$	30.00				\$	4,020.19	
	\$	30.00				\$	4,050.19	
1/8/15	\$	30.00				\$	4,080.19	
	\$	30.00				\$	4,110.19	
	\$	30.00				\$	4,113.69	
1/23/15	\$	3.50				\$	4,117.19	
	\$	3.50				\$	4,120.69	
2/2/15	\$	3.50				\$	4,150.69	
	\$	30.00				\$	4,180.69	
	\$	30.00				\$	4,210.69	
2/5/15	\$	30.00				\$	4,240.69	
	\$	30.00				\$	4,270.69	
	\$	30.00				\$	4,090.69	
			2/10/2015	7295.32-31	\$	180.00	\$	4,120.69
2/16/15	\$	30.00				\$	3,880.69	
			3/2/2015	7295.32-31	\$	240.00	\$	3,884.19
3/5/15	\$	3.50				\$	3,887.69	
	\$	3.50				\$	3,917.69	
	\$	30.00				\$	3,947.69	
	\$	30.00				\$	3,977.69	
	\$	30.00				\$	3,981.19	
3/9/15	\$	3.50				\$	4,011.19	
3/16/15	\$	30.00				\$	4,041.19	
	\$	30.00				\$	4,071.19	
3/23/15	\$	30.00				\$	4,101.19	
3/26/15	\$	30.00				\$	4,131.19	
4/2/15	\$	30.00				\$	4,161.19	
	\$	30.00				\$	4,191.19	
	\$	30.00				\$	4,194.69	
4/6/15	\$	3.50				\$	4,224.69	
	\$	30.00				\$	4,254.69	
	\$	30.00				\$	4,284.69	
			4/7/2015	7295.32-31	\$	300.00	\$	4,314.69
4/13/15	\$	30.00				\$	4,344.69	
4/20/15	\$	30.00				\$	4,374.69	
	\$	30.00				\$	4,404.69	
	\$	30.00				\$	4,434.69	
4/23/15	\$	30.00				\$	4,464.69	
	\$	30.00				\$	4,494.69	
	\$	30.00				\$	4,524.69	
4/27/15	\$	30.00				\$	4,554.69	
	\$	30.00				\$	4,584.69	
5/4/15	\$	30.00				\$	4,588.19	
	\$	30.00				\$	4,618.19	
			5/4/2015	7295.32-31	\$	240.00	\$	4,648.19
			6/3/2015	7295.32-31	\$	90.00	\$	4,678.19
6/4/15	\$	3.50				\$	4,681.69	
6/8/15	\$	30.00				\$	4,711.69	
6/11/15	\$	30.00				\$	4,741.69	
6/15/15	\$	30.00				\$	4,771.69	
6/18/15	\$	3.50				\$	4,801.69	
	\$	30.00				\$	4,831.69	
6/25/15	\$	30.00				\$	4,861.69	
6/29/15	\$	30.00				\$	4,891.69	
	\$	30.00				\$	4,741.69	
	\$	30.00				\$	4,741.69	
	\$	30.00				\$	4,741.69	
	\$	30.00				\$	4,741.69	
			6/30/2015	7295.32-31	\$	150.00	\$	4,741.69
							\$	4,741.69

Tai Chi Classes				Balance Fwd:	\$ 250.00
	9/10/14	\$ 3.50	\$ 4,745.19		
		\$ 3.50	\$ 4,748.69	Balance Remaining:	\$ 278.00
	9/16/14	\$ 3.50	\$ 4,752.19		
	10/8/14	\$ 3.50	\$ 4,755.69		
	10/14/14	\$ 3.50	\$ 4,759.19		
	10/20/14	\$ 3.50	\$ 4,762.69		
	10/28/14	\$ 3.50	\$ 4,766.19		
	3/9/15	\$ 3.50	\$ 4,769.69		
			\$ 4,769.69		
			\$ 4,769.69		

Meals Donation	\$ 1,697.89
Knights of Columbus	\$ 750.00
General Donation	\$ 1,477.55
Class Fees	\$ 2,789.00
Tai Chi Fees	\$ 28.00
Donations Collected FY 14/15	\$ 6,742.44

Spent 101-7295-450.32-29	\$ 297.58
Spent 101-7295-450.32-31	\$ 5,275.36
Paid Out FY14/15	\$ 5,572.94

R. Brown Electric Service Inc.  
 450 Washington Post Rd.  
 PO Box 12188  
 New Bern, NC 28561  
 Phone (252)637-9210 FAX (252)637-4301

# Proposal

Date	Proposal #
8/24/2015	3798

Name / Address
CRAVEN COUNTY RECREATION AND PARKS DEPT. 406 CRAVEN STREET NEW BERN, NC 28560

Project Name or Address	Estimate Submitted By
HARLOW LIGHT FIXTURES/POLES	RAY BROWN

Description	Qty	Cost	Total
<p>CONDITIONS OF POLES AND LIGHTS AT HARLOW:                      (2) POLES HAVE LARGE CRACKS WITH ROT INSIDE POLES                      (4) POLES SHOW SIGNS OF ROT AT TOP. SMALL TREE GROWING OUT OF TOP OF (1) POLE.                      ALL POLES HAVE WOODPECKER DAMAGE, (2) ARE SEVERE.                      POLES NEED TO BE REMOVED AS THEY ARE A SAFETY HAZARD.</p> <p>FURNISH LABOR, MATERIAL AND EQUIPMENT TO:                      - DEMO EXISTING POLES AND FIXTURES                      INSTALL:                      - FOUR (4) NEW CLASS 2, 75' POLES                      - TWENTY-FOUR (24) 1500W METAL HALIDE SPORTS LIGHTERS                      - REUSE EXISTING CROSS ARMS                      - CONNECT TO EXISTING BRANCH CIRCUIT</p> <p>MATERIALS                      SALES TAX                      LABOR AND EQUIPMENT</p>		<p>17,258.40                      1,164.94                      19,060.00</p>	<p>17,258.40                      1,164.94                      19,060.00</p>
THIS IS NOT AN INVOICE!		<b>Total</b>	<b>\$37,483.34</b>

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Signature of Approval

# CRAVEN Foundation

September 4, 2015

Mr. Rick Hemphill  
Finance Officer  
Craven County Government  
406 Craven Street  
New Bern, NC 28560-4911

## Board of Directors

Jacqueline B. Atkinson  
Sallie Hume Baxter  
John Cho, M.D.  
Jeb Collier, *Vice President/  
President Elect*  
J. Brent Davis  
Stephanie Duncan  
David Dysinger  
Judy Eurich, *Secretary*  
William T. Fuller  
Lloyd Griffith  
Rick Hemphill  
Chip Hughes  
Mary Lou Infinito  
Carole Kemp  
Janet Lamb

Linda MacDonald, *Director Emeritus*  
W. David McFadyen, Jr.  
Stephen Nuckolls, *Director Emeritus*  
Kevin Roberts, *Chair, CCC Trustee*  
Jonathan Segal, *President*  
Tammy Sherron  
Dr. Ray Staats, *CCC President*  
Nancy Stallings  
Michael P. Sullivan  
Page Varnell, *Treasurer*  
Helmut Weisser  
Jeff Williams  
Yvonne Wold

## Foundation Staff

Judy Eurich, *Executive Director  
of Institutional Advancement*  
Jennifer Baer, *Director,  
Lifetime Learning Center and  
Community Outreach*  
Tanya P. Roberts, *Executive Assistant*

**www.CravenCC.edu**

800 College Court  
New Bern, NC 28562  
Telephone: (252) 638-7351  
Fax: (252) 638-4232

*a non-profit organization*  
Federal Tax ID # 59-1718436

Dear Rick,

I am writing to you on behalf of the Craven Community College Foundation with a request to revise the Craven County Scholarship Endowment agreement. The section of the agreement for your review is Section 5. Distributions (Please see the attached copy of the original agreement). Currently, the agreement calls for eighty percent (80%) of the income earned on said Scholarship Endowment to be used for scholarship awards on an annual basis. Over the years, the fluctuations in the stock market have made this funding unpredictable, and, at times, there have been no funds to award to our students. We are asking that the county approve the following revision to the agreement:

Current wording – Section 5. Distributions : During the calendar year, the parties agree that eighty percent (80%) of the income earned on said Scholarship Endowment shall be used for scholarships.

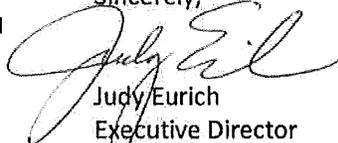
Proposed change – Section 5. Distributions: The parties agree that eighty percent (80%) of the average of the previous five years of the income earned on said Scholarship Endowment shall be used for scholarships.

This change would ensure that funding would be available on a more consistent basis for our students each year. The Craven Community College Foundation has already adopted this change to its scholarship endowment for this very reason.

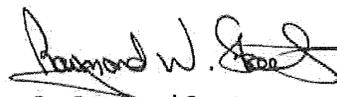
I have attached an amendment to the endowment agreement for your review and consideration. If you have any questions or concerns, please feel free to contact me at (252) 638-7350.

Thank you in advance for your consideration. Craven Community College is proud to partner with Craven County Government to provide scholarship opportunities for the residents of our county.

Sincerely,



Judy Eurich  
Executive Director  
Institutional Advancement



Dr. Raymond Staats  
President  
Craven Community College

SPECIAL AMENDMENT TO THE CRAVEN COUNTY SCHOLARSHIP ENDOWMENT

The following amendment to the Craven County Scholarship Endowment is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the Craven Community College Foundation, Inc. and Craven County for the purpose of revising annual calculations for scholarship awards.

5. Distribution: The parties agree that eighty percent (80%) of the average of the previous five years of the income earned on said Scholarship Endowment shall be used for scholarships. Of said amount, seventy percent (70%) will be used to fund scholarships for students pursuing a degree or diploma at Craven Community College. The remaining thirty percent (30%) will be used to fund scholarships for Craven Community College graduates who are accepted as transfer students to baccalaureate degree colleges and universities.

IN WITNESS WHEREOF, Donor and Craven Community College Foundation, Inc., have caused this amendment to be duly executed, sealed and delivered, as of the day and year written above.

CRAVEN COUNTY

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

Attest:

BY: \_\_\_\_\_  
Gwen Bryan, County Clerk to the Board

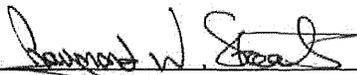
CRAVEN COMMUNITY COLLEGE FOUNDATION, INC.

BY: \_\_\_\_\_  
Jonathan Segal, President

Attest:

BY: \_\_\_\_\_  
Judy Eurich, Secretary

CRAVEN COMMUNITY COLLEGE

BY:  \_\_\_\_\_  
Dr. Raymond Staats, President

## AGREEMENT CREATING THE CRAVEN COUNTY SCHOLARSHIP ENDOWMENT

This Endowment Agreement ("Agreement") is made this 2<sup>nd</sup> day of December, 1998, between the Craven Community College Foundation, Inc., a nonprofit North Carolina corporation ("Foundation"), and Craven County, by and through its duly elected Board of Commissioners ("Donor") to create a Scholarship Endowment fund for the benefit of citizens of Craven County. All persons and organizations making contributions to this Scholarship Endowment fund shall be bound by the terms of this Agreement.

1. **Name of Endowment.** The name of the Endowment shall be the "Craven County Scholarship Endowment". Any recipients of distributions from the Scholarship Endowment shall be advised that such benefits are from such endowment.

2. **Initial Contribution.** Upon delivery of this Agreement, Donor shall transfer and deliver to the Foundation U.S. currency in the amount of Five Hundred Thousand Dollars (\$500,000.00) as the initial contribution to the Scholarship Endowment. The Foundation acknowledges receipt of the contribution and agrees to hold and administer the Scholarship Endowment as provided herein.

3. **Gift to Foundation; Foundation documents control.** The Scholarship Endowment and the property therein, including all investment income, capital gains and subsequent contributions, are the Foundation's property. The Foundation shall therefore have the ultimate authority and control to provide for the use of the designated endowment to further the Foundation's general charitable purposes. This Agreement and Scholarship Endowment shall be subject to and governed by North Carolina law and the bylaws, resolutions and procedures promulgated by the Craven Community College Foundation's Board of Directors.

4. **Purposes.** The Scholarship Endowment shall be wholly devoted to providing academic scholarships for Craven County residents who plan to attend or currently attend Craven Community College. In the event that the Craven Community College Foundation ceases to exist, then the Scholarship Endowment funds shall revert back to the Craven County Board of Commissioners for educational purposes that, in the judgment of the Board of Commissioners, are consistent with the provisions referenced herein.

5. **Distributions.** During any one calendar year, the parties agree that eighty percent (80%) of the income earned on said Scholarship Endowment shall be used for scholarships. Of said amount, seventy percent (70%) will be used to fund scholarships for students pursuing a degree or diploma at Craven Community College. The remaining thirty percent (30%) will be used to fund scholarships for Craven Community College graduates who are accepted as transfer students to baccalaureate degree colleges and universities.

6. **Eligibility Requirements.** In order to be a recipient of funds from the Craven County Scholarship Endowment, each student must satisfy the following criteria:

- a. Students must be residents of Craven County (the term "resident" shall be consistent with the definition of "resident" used by the financial aid office).
- b. Each student must maintain a 2.0 grade point average (GPA) with one semester grace period.
- c. Scholarship recipients must have completed an application for the scholarship and all other financial aid applications as directed by the College.
- d. The recipient must be enrolled in twelve or more credit hours for each semester for which the scholarship shall apply.
- e. The applicant must have earned no more than 76 credit hours at Craven Community College.
- f. The recipient must be pursuing a degree or diploma by enrolling in college credit classes.
- g. The recipient shall be selected for a scholarship award without regard to race, sex, color, religious preference, age or natural origin.

7. **Scholarship Awards.** The application process, the selection of candidates, and the awarding of scholarships, unless otherwise directed in this document, is administered by the office of Financial Aid of the College

under guidelines approved by the Craven Community College Foundation Board and in keeping with federally established guidelines for financial awards.

8. **County Representation.** The Foundation agrees that in order to further the goals and aims of the Donor, it is advisable that the Craven County finance director and a selected Craven County Commissioner be appointed to the Foundation's Board of Directors in order to oversee and report to the Craven County Board of Commissioners annually regarding the activities of this Endowment.

9. **Separate Account.** The parties herein agree that the Foundation will create a separate account (or accounts) for the Craven County Scholarship Endowment, and said account shall be managed in accordance with this Agreement.

10. **Designation of Trustee.** Donor requests that the Foundation have custody of and administer the investment and reinvestment of the Scholarship Endowment.

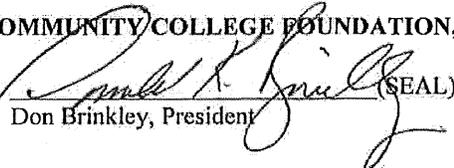
11. **Entire Agreement; Changes.** This Agreement contains the entire Agreement between the Foundation and Donor. To be affective, any changes in this Agreement must be written and signed by both parties.

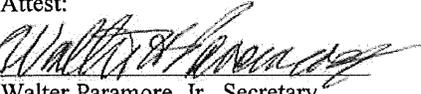
IN WITNESS WHEREOF, Donor and Craven Community College Foundation, Inc., have caused this Agreement to be duly executed, sealed and delivered, as of the day and year first above written.

**CRAVEN COUNTY**   
BY: \_\_\_\_\_  
Charles F. Tyson, Jr., Chairman  
of Craven County Board of Commissioners

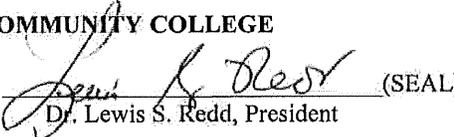
Attest:  
  
Gwen Bryan, County Clerk  
to the Board

COUNTY SEAL

**CRAVEN COMMUNITY COLLEGE FOUNDATION, INC.**  
BY:  (SEAL)  
Don Brinkley, President

Attest:  
  
Walter Paramore, Jr., Secretary

CORPORATE SEAL

**CRAVEN COMMUNITY COLLEGE**  
BY:  (SEAL)  
Dr. Lewis S. Redd, President

Fire Departments Data  
FY 2015Sorted by Tax Rate

	FY 15 Tax Rate (per 100)	FY 15 Valuation (millions)	6/30/2014 Cash (thousands)	6/30/2014 Fund Bal Co Books
No 7 Township	0.0177	1,464	116	26,807
No 1 Township	0.0250	687	151	19,637
West of New Bern	0.0324	780	185	36,510
Tri Community	0.0377	678	155	6,156
Rhems	0.0389	460	138	13,203
No 5 Township	0.0453	442	227	4,548
No 6 Township	0.0480	421	105	29,118
Little Swift Creek	0.0549	182	95	12,519
No 3 Township Cove City	0.0624	228	80	10,055
No 3 Township Dover	0.0624	228	99	10,055
No 3 Township Ft Barnwell	0.0624	228	36	10,055
No 9 Township	0.0682	231	33	10,363

*tax rate  
754*

Sorted by valuation

	FY 15 Valuation (millions)	FY 15 Tax Rate (per 100)	6/30/2014 Cash (thousands)	6/30/2014 Fund Bal Co Books
Little Swift Creek	182	0.0549	95	12,519
No 3 Township Cove City	228	0.0624	80	10,055
No 3 Township Dover	228	0.0624	99	10,055
No 3 Township Ft Barnwell	228	0.0624	36	10,055
No 9 Township	231	0.0682	33	10,363
No 6 Township	421	0.0480	105	29,118
No 5 Township	442	0.0453	227	4,548
Rhems	460	0.0389	138	13,203
Tri Community	678	0.0377	155	6,156
No 1 Township	687	0.0250	151	19,637
West of New Bern	780	0.0324	185	36,510
No 7 Township	1,464	0.0177	116	26,807

*Valuation  
↑ < 300M*





**RESOLUTION**  
**735 W. NC 55 HWY, 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 735 W. NC 55 Hwy., and being more particularly described herein; and

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

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

WHEREAS, the offer to purchase was in the sum of \$4,000.00 by Dollie Baker; and that no increased bids were received; and

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

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

Section 1. That the last and highest bid of Dollie Baker, in the sum of \$6,300.00 for said parcel identified as 735 W. NC 55 Hwy, New Bern, NC, 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 3362 at Page 452 in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 8-218-066.

ADOPTED THIS 21<sup>st</sup> DAY OF SEPTEMBER, 2015.

---

STEVE TYSON, Chairman

(County Seal)

---

GWENDOLYN BRYAN,  
Clerk to the Board

9\\SERVER04\lssdocs\00000029\00063233.000.DOCX

NORTH CAROLINA  
CRAVEN COUNTY

Tax Parcel No. 8-218-066  
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, and the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina (“Grantors”); to **DOLLIE BAKER** (“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 Grantors** 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

---

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

discharged from all right, title, claim or interest of the said Grantor or anyone claiming by, through or under the Grantor.

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, and 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 Alderman, 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

\_\_\_\_\_  
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

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:

\_\_\_\_\_

CITY OF NEW BERN

By: DANA E. OUTLAW, Mayor

(CITY SEAL)

ATTEST:

BRENDA BLANCO, Deputy City Clerk

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 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 Alderman 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:

\_\_\_\_\_

EXHIBIT A

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

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

SUBJECT to any and all liens appearing of record.

This property is also commonly referred to by its tax parcel identification numbers which are 8-218-066.

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 8-218-066.

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 tree 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 with rights to purchase the Property under a contract and for whom an Improvement is made and who ordered the Improvement to be made; (ii) 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 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 (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 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 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>CRAVEN COUNTY, a body politic and corporate</p>  <p>By: _____</p> <p>Printed or Typed Name/Title: _____</p> <p>(Seal)</p>	<p>State of <u>NORTH CAROLINA</u> County of <u>CRAVEN</u></p> <p>Signed and sworn to (or affirmed) before me this day by</p> <p>_____</p> <p>As _____ of</p> <p><u>Craven County, a body politic and corporate.</u></p> <p>Date: _____</p> <p>_____, Notary Public</p> <p>My Commission Expires: _____</p>	<p>(Affix Official/Notary Seal)</p>

**RESOLUTION**

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by it identified as 3022 Madison Avenue, New Bern, NC, Tax Parcel Number 8-044-A-069, and more particularly described in Deed Book 3372 at Page 725 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 21<sup>st</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

Coco Ventures, LLC, as Buyer, hereby offers to purchase and CRAVEN COUNTY and the CITY OF NEW BERN, collectively 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 or near the City/Town of New Bern, Craven County, North Carolina, being known as and more particularly described as:

Street Address: 3022 Madison Ave.

Subdivision Name: Southgate

Tax Parcel ID No.: 8-044-A-069

Plat Reference: 25758

Being all of that property more particularly described in Deed Book 3372, Page 725 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$4,200. and shall be paid as follows:

(a) \$ 420.00, EARNEST MONEY DEPOSIT with this offer by  cash  bank check  certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event: (1) this offer is not accepted; or (2) any of the Seller's conditions hereto are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 3,780.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

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

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

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

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

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

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

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

5. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) All late listing penalties, if any, shall be paid by Seller; and (c) Rents, if any, for the Property shall be prorated through the date of Closing.

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

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

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

9. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before thirty (30) days after no subsequent upset bids are submitted in accordance with G.S. §160A-269. The deed is to be made to Coco Ventures, LLC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BUYER:

SELLER

(If an individual)

CRAVEN COUNTY

Corinne C. Corr (SEAL)

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

Name: Corinne C. Corr, President

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

Date: 9/3/2015 CoVentures, LLC

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

(If a business entity)

CITY OF NEW BERN

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

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

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

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

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

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

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

Image ID: 0000247967 Type: CRP  
Recorded: 07/21/2015 at 03:09:21 PM  
Fee Amt: \$35.00 Page 1 of 3  
Revenue Tax: \$9.00  
Workflow# 0000138196-0001  
Craven, NC  
Sherri B. Richard Register of Deeds  
BK **3372** PG **725**

Workflow No. 0000138196-0001

NORTH CAROLINA  
CRAVEN COUNTY

**COMMISSIONER'S DEED**

Revenue Stamps: \$9.00  
Parcel # 8-044-A-069

THIS COMMISSIONER'S DEED, made and executed this 15<sup>th</sup> day of July, 2015, by and between **AARON D. ARNETTE, Commissioner**, pursuant to a judgment of the General Court of Justice, Craven County, North Carolina in an action entitled "Craven County, Plaintiff v. Beneficial Financial I, et al., Defendants (15-CVD-173).", Grantor, to **Craven County and the City of New Bern** whose mailing addresses are: 406 Craven St., New Bern, NC 28560 and 300 Pollock St., New Bern, NC 28560, respectively, collectively as Grantee.

**WITNESSETH:**

WHEREAS, said AARON D. ARNETTE, Commissioner, being empowered and directed by a judgment in the said action, did, on the 18<sup>th</sup> day of June, 2015, after due advertisement according to law, and as directed by said judgment, expose the land hereinafter described to public sale at the door of the Craven County Courthouse, where and when Grantee became the highest bidder for said land at the public sale in the sum of \$4,189.43;

WHEREAS, on the 18<sup>th</sup> day of June, 2015, AARON D. ARNETTE, Commissioner, reported to the Court that Grantee was the highest bidder for said land in the amount of \$4,189.43;

---

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

July 21 2015



Image ID: 000002477968 Type: CRP  
Page 2 of 3

BK 3372 PG 726

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

WHEREAS, on the 8<sup>th</sup> day of July, 2015, AARON D. ARNETTE, 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 AARON D. ARNETTE, 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 Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

**BEING Lot Number 15 in Block B of Southgate Subdivision, a map or plat of which is recorded in Map Book 9 at Page 43, in the Office of the Register of Deeds for Craven County, North Carolina, reference to which is hereby made for greater certainty of description.**

**This property is also commonly referred to by its tax parcel identification number which are 8-044-A-069. A description of the property is recorded in Book 3127 at Page 763 of the Craven County Registry.**

**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 AARON D. ARNETTE, Commissioner, as aforesaid, is authorized and empowered to convey same.

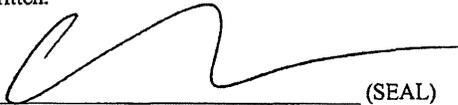
Regarding Parcel ID 8-044-A-069 the title conveyed by this Commissioner's Deed is held pursuant to N.C. Gen. Stat. § 105-376, with Craven County having \$2,411.83 in taxes, interest, penalties, fees and costs associated with this matter and the City of New Bern having \$1,777.60 in



BK 3372 PG 727

taxes, interest, penalties, fees and costs associated with this matter, all of which constitute a first and prior lien as of the date of the sale. Upon subsequent sale of this parcel, the proceeds will be distributed between Craven County and the City of New Bern pursuant to N.C. Gen. Stat. § 105-376.

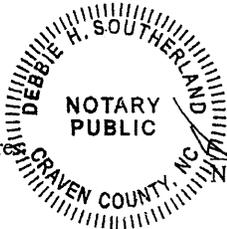
IN WITNESS WHEREOF, the said AARON D. ARNETTE, Commissioner, hath hereunto set his hand and seal the day and year first above written.

  
(SEAL)  
AARON D. ARNETTE, COMMISSIONER

STATE OF NORTH CAROLINA  
COUNTY OF CRAVEN

I, Debbie H. Southerland, a Notary Public of the County of Craven State of North Carolina, do hereby certify that **AARON D. ARNETTE, Commissioner**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 15<sup>th</sup> day of July, 2015.

My Commission Expires 2-11-17  
  
Debbie H. Southerland  
NOTARY PUBLIC

\\SERVER04\lssdocs\00000026\00060794.000.DOCX

## Craven County Geographic Information System

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

This report was created by Craven County GIS reporting services on 9/14/2015 2:18:10 PM

**Parcel ID :** 8-044-A -069  
**Owner :** CRAVEN COUNTY & NEW BERN-CITY  
**Mailing Address :** 406 CRAVEN ST NEW BERN NC 28560  
**Property Address :** 3022 MADISON AVE  
**Description :** 3022 MADISON AVE 15 SOUTHGATE  
**Lot Description :**



---

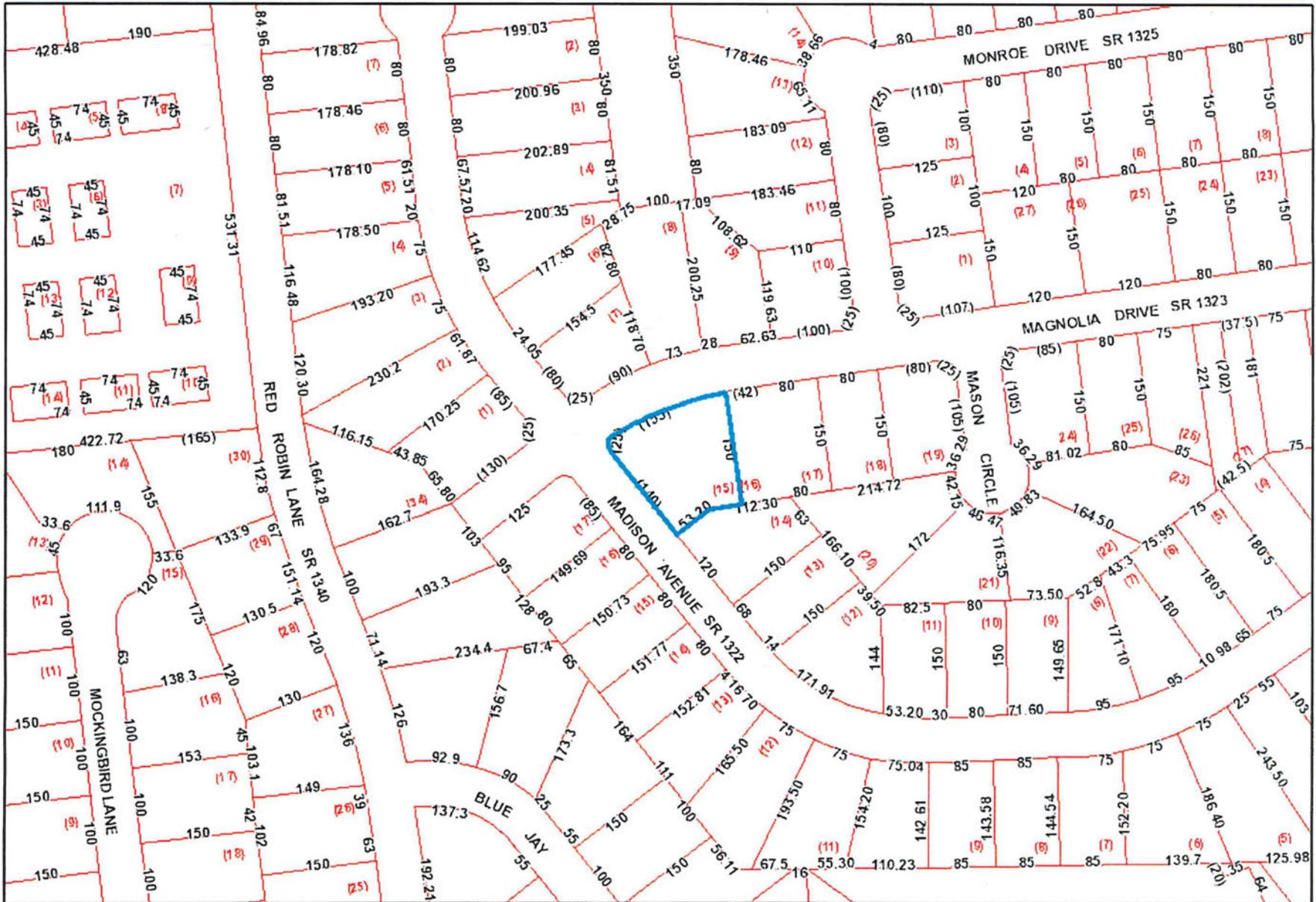
**Assessed Acreage :** 0.461      **Calculated Acreage :** 0.460  
**Deed Reference :** 3372-0725      **Recorded Date :** 7 21 2015  
**Recorded Survey :**  
**Estate Number :**  
**Land Value :** \$21,500      **Tax Exempt :** Yes  
**Improvement Value :** \$41,030      **# of Improvements :** 2  
**Total Value :** \$62,530  
**City Name :** NEW BERN      **Fire tax District :**  
**Drainage District :**      **Special District :**  
**Land use :** RESIDENTIAL - ONE FAMILY UNIT

### Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
7/21/2015	BENEFICIAL MORTGAGE CO	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$4,500
9/21/2012	HERRING, GEORGE E	BENEFICIAL MORTGAGE CO	STRAIGHT TRANSFER	\$53,000

### List of Improvements to Site

Type of Structure	Year Built	Base Area 1st Floor	Value
RESIDENTIAL CONSTRUCTION	1965	1368	\$40,830
STORAGE BUILDING-DETACHED-RES	1970	192	\$200



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

1 inch equals 173 feet

