

**AGENDA  
CRAVEN COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
MONDAY, NOVEMBER 16, 2015  
8:30 A.M.**

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

1. CONSENT AGENDA
  - A. Minutes of November 2, 2015 Regular Session
  - B. Tax Releases and Refunds
  - C. Request for Public Hearing
2. RECOGNITION OF VETERANS: Owen Smith, Craven County Veterans Council

DEPARTMENTAL MATTERS

3. TAX – CONSIDERATION OF THE SCHEDULES OF VALUES, STANDARDS AND RULES FOR THE 2016 REVALUATION:  
Ronnie Antry, Tax Administrator
4. HEALTH – BUDGET AMENDMENTS: Scott Harrelson, Health Director
  - A. Additional State Funds Awarded for Health/HIV-STD
  - B. New State Funding Awarded for Health/WIC Counseling
5. SOLID WASTE – SOLID WASTE AGREEMENTS: Rusty Cotton, Solid Waste Director; Gene Hodges, Assistant County Manager – Facilities/Operations
6. PLANNING – SUBDIVISION FOR APPROVAL: Don Baumgardner, Planning Director
7. APPOINTMENTS
8. COUNTY ATTORNEY’S REPORT: Jim Hicks

9. COUNTY MANAGER'S REPORT: Jack Veit
10. COMMISSIONERS REPORTS
11. CLOSED SESSION

Presenter: \_\_\_\_\_  
Agenda Item No. 1  
Board Action Required or Considered: Yes

## CONSENT AGENDA

### A. MINUTES OF NOVEMBER 2, 2015 REGULAR SESSION

The Board will be requested to approve the minutes of November 2, 2015 regular session.

### B. TAX RELEASES AND REFUNDS

The Board will be requested to approve the routine requests for tax releases and refunds contained in Attachment #1.B.

The routine releases include several large amounts that are the result of discoveries our office made for large vessels that were reported to us by marinas in the county. If the owner of the boat communicates with us before the tax is billed that the boat does not have a tax situs in Craven County, we are able to dispense with the discovery without any further action. However, if the bill is issued and that determination as to its taxability by Craven County is made afterward, then the only remedy to release the tax billed is for the Board to act upon it in this manner at the regular meeting. I am aware that it may seem as if there are many of them; however, given the numbers that we have discovered and added to the tax records, it is a relatively small percentage.

In addition, there are several small requests for refund for Coastal Piedmont Developers LLC that total \$369.24 from the 2014 tax year. This refund is required to comply with the North Carolina Property Tax Commission's order of October 30, 2015 to resolve an appeal that was pending before the commission.

### C. REQUEST FOR PUBLIC HEARING

The Board will be requested to set a public hearing at 7:00 p.m. December 7, 2015 to receive public input on the 2015-2016 Justice Assistance Grant. Details are contained in Attachment #1.C.

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

Agenda Date: November 16, 2015

Presenter: Owen Smith

Agenda Item No. 2

Board Action Required or Considered: No

## **RECOGNITION OF VETERANS**

Attachment #2 is correspondence from the Veterans Council asking for an opportunity to recognize two local veterans recently chosen as award recipients.

**Board Action: No Action**

Agenda Date: November 16, 2015

Presenter: Ronnie Antry

Agenda Item No. 3

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: TAX – CONSIDERATION OF THE ADOPTION OF  
THE SCHEDULES OF VALUES, STANDARDS AND RULES FOR THE 2016  
REVALUATION**

A public hearing on the schedules was held on November 2, 2015 after the presentation to the Board on October 19<sup>th</sup>. It is anticipated that at least one amendment to the schedules will be recommended at the November 2<sup>nd</sup> reconvened regular session to be held at 8:30 a.m. on November 12<sup>th</sup>. In order to comply with the provisions of NCGS 105-317(c), Tax Administrator, Ronnie Antry, is recommending that the Board adopt the schedules of values, standards and rules as amended and cause the notices of their adoption to be published as required by the above-mentioned statute.

**Board Action: Consider a vote to adopt the schedules.**

Agenda Date: November 16, 2015

Presenter: Scott Harrelson

Agenda Item No. 4

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: HEALTH BUDGET AMENDMENTS**

A. ADDITIONAL STATE FUNDS AWARDED FOR HEALTH/HIV-STD

Health Director, Scott Harrelson, will present the budget amendment contained in Attachment #4.A. for the Board's approval.

B. NEW STATE FUNDING AWARDED FOR HEALTH/WIC COUNSELING

Mr. Harrelson will present the budget amendment contained in Attachment #4.B. for the Board's approval.

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

Agenda Date: November 16, 2015

Presenters: Rusty Cotton, Gene Hodges

Agenda Item No. 5

Board Action Required or Considered: Yes

## DEPARTMENTAL MATTERS: SOLID WASTE AGREEMENTS

The Craven County Solid Waste Department has two contractual agreements which are due to expire June 30, 2016. These Agreements, shown in Attachment #5, may be extended upon mutual consent of the parties for an additional three (3) year period beyond the initial term of five (5) years.

### A. CONVENIENCE CENTERS HAULING AGREEMENT

The first Agreement is the Convenience Centers Hauling Agreement which is currently awarded to Republic Services of NC, LLC. This agreement provides boxes to all seven (7) convenience sites including containers for mixed recyclables, scrap metal, bulk waste, yard waste, C&D waste, mixed paper, waste oil, used oil filters, batteries and cardboard. The agreement is also for the hauling of these boxes from the convenience sites to the designated location for disposal or recycling.

### B. RECYCLABLE MATERIALS COLLECTION EXCLUSIVE FRANCHISE AGREEMENT

The second Agreement is the Recyclable Materials Collection Exclusive Franchise Agreement which is currently awarded to Waste Industries, LLC. This agreement provides weekly curbside recycle collection to each residence or hand commercial establishment with an 18 gallon recycling container. The recyclable materials included as part of the current program are glass containers, aluminum cans, newspapers, #1 and #2 plastics, steel cans and corrugated cardboard. The contractor is responsible for all sorting, handling and processing of recyclable materials collected. The contractor is also responsible for the marketing and disposition of all recyclable materials collected and shall be entitled to retain 100% of the net proceeds from the sales of the materials collected.

The Solid Waste Department and Administration have conducted recent discussions with these contractors and each is agreeable to extending the agreements.

**Board Action: The Solid Waste Department requests direction from the Board of Commissioners to enter into an extension of each agreement with contractors or to place these agreements out for RFP's.**

Agenda Date: November 16, 2015

Presenter: Don Baumgardner

Agenda Item No. 6

Board Action Required or Considered: Yes

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

Planning Director, Don Baumgardner, will present the following subdivision for the Board's approval. The Planning Board met on September 24th and recommended the following subdivision for approval:

Lynnwood Highlands Ph. 5 – Final

- Property is owned by Bill Clark Homes of Greenville, LLC and Surveyed by Herbert J. Nobles, Jr. PLS
- Property is located within Twp. 7, off of E. Fisher Ave.
- Parcel ID 7-206-007
- Subdivision contains 12 lots on 8.84 acres
- Lots proposed to be served by county water and City of New Bern Sewer

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

Agenda Date: November 16, 2015

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

Agenda Item No. 7

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

**No applications on file.**

CRAVEN COMMUNITY CHILD PROTECTION TEAM

AUTHORIZATION: NCGS 7B-1406

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

NUMBER OF MEMBERS: 11-16

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

QUALIFICATIONS: Stated above.

LENGTH OF TERMS: As set by respective agencies, position and Commissioners'

MEETING SCHEDULE: Quarterly; January, April, July, October

**Term(s) expiring:** Dawn Gibson (Not seeking reappointment; a recommendation will be forthcoming)

**No application on file.**

AGRICULTURAL ADVISORY COMMITTEE

AUTHORIZATION: Local Ordinance

MISSION/FUNCTION: Administer provision of the Craven County Voluntary Agricultural District Ordinance and perform other agricultural related tasks or duties assigned by the Craven Count Board of Commissioners.

NUMBER OF MEMBERS:

9

\_\_\_\_\_

TYPE:

(See qualifications)

\_\_\_\_\_

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):  
1) resident of area Township representing; 2) agricultural landowner; 3) actively and directly involved in agricultural production on at least 10 acres of farmland 4) special interest, experience, or education in agriculture and/or rural land preservation

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: At the call of the Chairperson

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

**Term(s) ending:** Jackie Anderson (Appointed 2009)  
Dale Dawson (Appointed 2009)

(They have requested that these be deferred.)

**B. UPCOMING APPOINTMENTS**

**December**

EMS Advisory Council

James Zechman (Appointed 2013)

Health Board

Verdelle Newby (Appointed 2007)

Cove City Library Board  
term)

Theresa Hodges (Appointed 2007; unexpired

Commissioners' Appointments

## COUNTY ATTORNEY'S REPORT

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

The County previously received and tentatively approved an offer in the amount of \$3,000.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$2,463.54. The offer was advertised, and there were numerous upset bids. The final upset bid is in the amount of \$8,000.00. Attachment #8.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. Final Acceptance - Offer to Purchase Real Property – 345 Hudnell Road (#1-028-126-B)

The County previously received and tentatively approved an offer in the amount of \$4,025.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$8,387.69. The offer was advertised, and there was one upset bid. The final upset bid is in the amount of \$4,500.00. Attachment #8.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 – 1040 Kite Town Road, (#1-042-6004)

The County previously received and tentatively approved an offer in the amount of \$15,000.00 for this property, which was acquired through a Crisis Housing Assistance Fund (CHAF) grant, under which the property owner subsequently defaulted under the terms of the program. The offer was advertised, and there were no upset bids. Attachment #8.C contains the proposed resolution, deed and lien waiver. It is recommended that the Board give final approval of the sale and adopt the resolution.

Agenda Date: November 16, 2015

Presenter: Jack Veit

Agenda Item No. 9

## **COUNTY MANAGER'S REPORT**

Agenda Date: November 16, 2015

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

Agenda Item No. 10

## **COMMISSIONERS' REPORTS**

Agenda Date: November 16, 2015

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

Agenda Item No. 10

### **CLOSED SESSION**

The Board will be requested to go into closed session to discuss a personnel matter pursuant to N.C.G.S. 143-318.11(a)(6).

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 11/16/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
ALLEN, MARY FORECLOSURE-LIEN EXTINGUISHED	0083700 2013-0000724	911.70
ALLEN, MARY FORECLOSURE-LIEN EXTINGUISHED	0083700 2014-0000796	74.64
ALLEN, MARY FORECLOSURE-LIEN EXTINGUISHED	0083700 2015-0000776	64.50
BELCHER, GLENDA L DOUBLE BILLED-SEE ACCT 27107	0084261 2015-0003969	22.11
BERKSHIRE, RICHARD E DID NOT OWN 1/1/2015	0040053 2015-0091601	2.86
BLAND, ROBERT E NOT TAXABLE TO CRAVEN COUNTY	0014516 2015-0090923	3,378.38
BOONE, AMANDA C CORRECTED DISCOVERED PROPERTY VALUE	0107575 2015-0090927	283.65
CAROLINA BUILDING ASSOCIATES L SITUS NOT IN CITY OF NEW BERN	0035982 2015-0009108	77.13
CARRUTHERS, MARK NOT TAXABLE TO CRAVEN COUNTY	0107602 2015-0090938	9,652.50
CASTLES, WALTER IRWIN CORRECTED DISCOVERED PROPERTY VALUE	0101066 2015-0090940	138.56
CHURCH-MACEDONIA MISSIONARY BA EXEMPT PROPERTY PER NCGS 105-278.3	0099249 2015-0010431	131.63
DETERS, WESLEY R VETERAN EXCLUSION REMOVED IN ERROR	0068047 2015-0014743	242.93
DOUBLE J INC CREDIT WHOLE BILL-TO BE REBILLED	0081993 2015-0090994	591.04
FLECK, THOMAS MICHAEL CORRECTED DISCOVERED PROPERTY VALUE	0107611 2015-0091048	633.69

## CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 11/16/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
GATES, RAYMOND TRANSIENT-NOT TAXABLE TO CRAVEN CO.	0107794 2015-0091064	944.18
GEORGE, DEGRAFFENEE AND LILLY, DWELLING VACANT SINCE 2013	0104078 2015-0021360	36.00
GREGORY, MICHAEL LEWIS NOT TAXABLE TO CRAVEN COUNTY	0107928 2015-0091636	37.31
HICKS, JOHNNY T & DEBRA L DOUBLE BILLED-SEE ACCT 81993	0030834 2015-0091130	2,128.50
HOFFMAN, ROBERT DALE DISCOVERED VALUE CORRECTION	0107659 2015-0091138	757.73
HUDSON, KENT OGBURN NOT TAXABLE TO CRAVEN COUNTY	0104074 2015-0028281	1,148.65
JONES, ERIC L CORRECTED DISCOVERED PROPERTY VALUE	0078647 2015-0030661	25.86
JONES, FREDERICK NOT TAXABLE TO CRAVEN COUNTY	0107660 2015-0091177	1,756.76
MASON, JEFFREY LYNN NOT TAXABLE TO CRAVEN COUNTY	0107955 2015-0091237	91.62
MASON, JEFFREY LYNN NOT TAXABLE TO CRAVEN COUNTY	0107955 2015-0091670	689.20
O'BRIEN, JOHN NOT TAXABLE TO CRAVEN COUNTY	0099974 2015-0043420	364.08
O'BRIEN, JOHN NOT TAXABLE TO CRAVEN COUNTY	0099974 2014-0090609	416.79
O'BRIEN, JOHN NOT TAXABLE TO CRAVEN COUNTY	0099974 2014-0090143	754.32
OVERBEY, JAMES R NOT TAXABLE TO CRAVEN COUNTY	0107673 2015-0091307	955.60

## CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 11/16/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
QUALITY PLUMBING & TAX SITUS IS IN CARTERET COUNTY	5912979 2015-0091353	17.10
QUERRERO, ELLIOT CORRECTED DISCOVERED PROPERTY VALUE	0107498 2015-0091354	199.56
RICHARD STEWART DOORS INC NOT IN BUSINESS 1/1/2015	0059334 2015-0091372	17.06
ROBINSON, RUSSELL CORRECTED DISCOVERED PROPERTY	0107828 2015-0091384	526.44
SANCHEZ, FRANCISCO AND DARLENE CORRECTED DISCOVERED PROPERTY VALUE	0107829 2015-0091403	161.03
SIMPSON, BAXTER CORRECTED DISCOVERED PROPERTY VALUE	0107737 2015-0091435	1,662.14
STRONG, JIMMY D AND LIR NOT TAXABLE TO CRAVEN COUNTY	0107497 2015-0091470	5,268.04
STUDMAN, GEORGE ROGER DID NOT OWN 1/1/2015	0039664 2015-0055249	119.26
TAYLOR, KIMBERLY DENISE DOUBLE BILLED-SEE ACCT 76687	0107919 2015-0091707	175.18
TOWNLEY, RON AND SHELLEY CORRECTED DISCOVERED PROPERTY VALUE	0107839 2015-0091518	68.66
VANTAGE SOUTH BANK DID NOT OWN 1/1/2015	0041551 2015-0091533	537.47
VINING, NEIL CARROLL RELEASED TO CARTERET COUNTY	0107715 2015-0091537	539.57
WALDEN, JEFF AND CONSTANCE CORRECTED DISCOVERED PROPERTY VALUE	0107842 2015-0091540	227.30
WARNER, CHARLES BENTLEY CORRECTED DISCOVERED PROPERTY	0099930 2015-0060250	199.81

## CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 11/16/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
WEATHERLY, M L & MABEL ORDERED BY BOARD OF E&R 10-27-2015	7623900 2015-0090259	1,287.03
WETHERINGTON FARMS PARTNERSHIP EQUIPMENT NOT OWNED 1/1/2015	7969154 2015-0061143	540.07
	44 -CREDIT MEMO(S)	37,857.64

## REFUNDS SUBJECT TO BOARD APPROVAL ON 11/16/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
BELCHER, GLENDA L DOUBLE BILLED-SEE ACCT 27107	0084261 2014-0004035	187.08
BELCHER, GLENDA L DOUBLE BILLED-SEE ACCT 27107	0084261 2013-0003916	185.41
BELCHER, GLENDA L DOUBLE BILLED -SEE ACCT 27107	0084261 2012-0003961	102.08
COASTAL PIEDMONT DEVELOPERS LL ORDERED BY PROP TAX COMM 10-30-2015	0070383 2014-0011131	30.77
COASTAL PIEDMONT DEVELOPERS LL ORDERED BY PROP TAX COMM 10-30-2015	0070383 2014-0011132	30.77
COASTAL PIEDMONT DEVELOPERS LL ORDERED BY PROP TAX COMM 10-30-2015	0070383 2014-0011133	30.77
COASTAL PIEDMONT DEVELOPERS LL ORDERED BY PROP TAX COMM 10-30-2015	0070383 2014-0011134	30.77
COASTAL PIEDMONT DEVELOPERS LL ORDERED BY PROP TAX COMM 10-30-2015	0070383 2014-0011135	30.77
COASTAL PIEDMONT DEVELOPERS LL ORDERED BY PROP TAX COMM 10-30-2015	0070383 2014-0011136	30.77
COASTAL PIEDMONT DEVELOPERS LL ORDERED BY PROP TAX COMM 10-30-2015	0070383 2014-0011137	30.77
COASTAL PIEDMONT DEVELOPERS LL ORDERED BY PROP TAX COMM 10-30-2015	0070383 2014-0011138	30.77
COASTAL PIEDMONT DEVELOPERS LL ORDERED BY PROP TAX COMM 10-30-2015	0070383 2014-0011139	30.77
COASTAL PIEDMONT DEVELOPERS LL ORDERED BY PROP TAX COMM 10-30-2015	0070383 2014-0011140	30.77
COASTAL PIEDMONT DEVELOPERS LL ORDERED BY PROP TAX COMM 10-30-2015	0070383 2014-0011141	30.77

## REFUNDS SUBJECT TO BOARD APPROVAL ON 11/16/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
COASTAL PIEDMONT DEVELOPERS LL ORDERED BY PROP TAX COMM 10-30-2015	0070383 2014-0011142	30.77
DETERS, WESLEY R VETERAN EXCLUSION REMOVED IN ERROR	0068047 2014-0014857	242.35
STEWART, ANDRENA & BRYANT, RON DWELLING UNOCCUPIED SINCE 2004	0058944 2011-0054440	36.00
STEWART, ANDRENA & BRYANT, RON DWELLING VACANT SINCE 2004	0058944 2012-0054406	36.00
	18 -REFUND(S)	1,158.16

## **2015/2016 Justice Assistance Grant**

1. Craven County is eligible to receive \$10,624 from the Edward Byrne Justice Assistance Grant in federal assistance monies for the procurement of equipment this fiscal year.
2. The monies must be used to purchase equipment that is intended to be utilized by local law enforcement.
3. It is the intention of the Sheriff's Office to utilize the funds to procure firearms comprised of pistols and long guns.
4. The equipment will be used by deputy sheriffs in the performance of their duties.
5. The grant funds will enable us to equip our deputies with the necessary tools for performing specialized and high risk functions.
6. The grant is 100% federal funded and requires no matching funds.

----- Forwarded message -----

From: **Owen Smith** <[gunnero39@yahoo.com](mailto:gunnero39@yahoo.com)>

Date: Mon, Nov 9, 2015 at 10:38 AM

Subject: Craven County Veterans Council Awards

To: "[jveit@cravencountync.gov](mailto:jveit@cravencountync.gov)" <[jveit@cravencountync.gov](mailto:jveit@cravencountync.gov)>

Mr. Veit:

On Friday, 6 November, the Craven County Veteran's Council (CCVC) presented two awards to outstanding veterans who reside in Craven County. The awards were presented at the CCVC Free Luncheon at the North Carolina Army National Guard Amory in New Bern. Both awards are the first of subsequent annual awards presented by the Council.

Scott Shermeyer was presented with the CCVC Veteran of the year award for his service to veteran's, his community, and his church during the past year. Scott is a veteran of the USMC and served at MCAS Cherry Point.

Robert Warren was presented the Craven County Veteran Lifetime Achievement Award, for the many years he has served various veterans organizations, youth in the community, his church, and his career in the United States Marine Corps some of which occurred at MCAS Cherry Point.

The Council has two perpetual award plaques that we would like to present to the Craven County Council to be displayed at a place of your choosing in the County Offices. There will be no cost to the County for displaying these plaques. The CCVC will have the responsibility of updating the name plates each year as new Outstanding Veterans are recognized.

I would like to present the plaques to the County Commissioners at the November 16, 0830 meeting. I should not require more than 5 minutes for the presentation unless Commissioners have questions for me.

Attached is a photo of the two recipients taken at the NC Army National Guard Armory. In the photo, Bob Warren is on the left, Scott Shermeyer on the right.

Owen Smith, Chairperson, Craven County Veteran's Council

Craven County



**ORDER TO ADOPT FINAL  
SCHEDULES, STANDARDS AND RULES  
FOR REAPPRAISAL OF REAL PROPERTY**

**WHEREAS**, the Craven County Tax Administrator presented to the Craven County Board of Commissioners the schedules, standards, and rules to be used in the reappraisal of real property for 2016 on October 19, 2015; and

**WHEREAS**, a public hearing was held at 7:05 p.m. on November 2, 2015 to hear public comment on the proposed schedules, standards, and rules; and

**WHEREAS**, there was one member of the public who spoke at the public hearing.

**NOW, THEREFORE, BE IT ORDERED BY THE CRAVEN COUNTY BOARD OF COMMISSIONERS** that the schedules, standards, and rules to be used in the reappraisal of real property in Craven County for 2016, which were presented on October 19, 2015, and which were considered on November 16, 2015, are hereby adopted as amended in the reconvened session of November 12, 2015 in accordance with NCGS 105-317(c).

Adopted this 16<sup>th</sup> day of November, 2015.

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Steve Tyson, Chairman  
Craven County Board of Commissioners

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Gwendolyn M. Bryan  
Clerk to the Board



# Division of Public Health Agreement Addendum FY 15-16

Craven County Health Department  
Local Health Department Legal Name

Epidemiology/Communicable Disease Branch  
DPH Section/Branch Name

610 STD Prevention  
Activity Number and Description

Vivian Mears (252) 341-3487  
vivian.mears@dhhs.nc.gov  
DPH Program Contact  
(name, telephone number with area code, and email)

06/01/2015 – 05/31/2016  
Service Period

DPH Program Signature Date  
(only required for a negotiable agreement addendum)

07/01/2015 – 06/30/2016  
Payment Period

- Original Agreement Addendum  
 Agreement Addendum Revision # 1 (Please do not put the Budgetary Estimate revision # here.)

**I. Background:**

*As of October 1, 2015, this Agreement Addendum Revision #1 adds the following:*

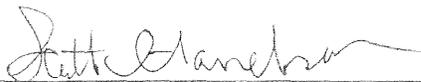
On October 1, 2015, the International Classification of Diseases (ICD) coding system will transition from the 9<sup>th</sup> revision to the 10<sup>th</sup> revision (i.e., ICD-10). A healthcare provider that uses ICD-9 codes for billing services provided on or after October 1, 2015 will not be reimbursed. Local Health Department (LHD) STD programs are at variable degrees of readiness for this transition. No additional funds had been provided previously to LHDs by the CDB to assist in required materials or trainings to prepare for this conversion.

LHD STD programs provide significant education and risk reduction counseling for clients at risk for sexually transmitted infections. The quality and accuracy of the client-provider interaction has a bearing on the integrity of risk reduction counseling.

**II. Purpose:**

This Agreement Addendum Revision #1 provides additional funding to assist the LHD in preparation for the transition to ICD-10 to ensure maximal reimbursement for services rendered in accordance with 10A NCAC 41A .0204 Control Measures - Sexually Transmitted Diseases.

If the LHD is already fully prepared for the transition, the LHD is authorized to use this funding instead for obtaining supplementary client education materials and condoms to reduce the spread of HIV and other STDs. With prior approval, the LHD may also use these funds to supplement the cost of meeting STD clinical staff training needs.



Health Director Signature (use blue ink)

Date

10-1-15

Local Health Department to complete:  
(If follow up information is needed by DPH)

LHD program contact name: Jennifer Blackmon  
Phone number with area code: 252-636-4920 ext 2139  
Email address: jblackmon@cravencountync.gov

**Signature on this page signifies you have read and accepted all pages of this document.**



## North Carolina WIC Breastfeeding Peer Counselor (BFPC) Program

Breastfeeding peer counselors are women with breastfeeding experience who are trained to provide mother-to-mother support, encouragement, and education about breastfeeding. A Breastfeeding Peer Counselor Program:

- is a cost-effective, individually tailored approach, and culturally competent way to promote and support breastfeeding for women of varying socioeconomic backgrounds.
- increases breastfeeding rates. A breastfeeding peer counselor program is an evidence-based intervention and has been proven to improve breastfeeding initiation and duration rates.
- enhances delivery of breastfeeding support services. Breastfeeding peer counselor programs improve access and continuity of care for breastfeeding support by readily extending breastfeeding services through coordinated interventions during pregnancy, birth and infancy.

### Key Activities for Implementation of a Breastfeeding Peer Counselor Program

#### **Staffing**

The goal is one full time equivalency (FTE) BFPC per 1000 pregnant and breastfeeding women participating in WIC. BFPC position(s) may be full-time or part-time based on availability of funding, service delivery model and staffing needs and ideally, should be a minimum of 20 hours per week to provide for greater continuity of care and increased access for clients served by the program.

#### **Supervision**

The program must be housed within the local agency but does not have to be located in the WIC program. A BFPC program manager must be designated and meet the qualifications and training requirements outlined in the WIC Program Manual, Chapter 9, Section 6.

#### **Fiscal Management**

Breastfeeding peer counselor program expenditures are subject to policies outlined in the WIC Program Manual, Chapter 12: Fiscal Management. Breastfeeding peer counselor program funds may be used only for costs associated with the implementation, expansion and maintenance of a breastfeeding peer counselor program. Examples of approved costs covered by breastfeeding peer counselor program funds include:

- personnel costs (i.e., salary and fringe benefits) for peer counselors and designated breastfeeding peer counselor managers
- participation in breastfeeding peer counselor program related training activities
- travel specific to breastfeeding peer counselor program activities
- operational costs necessary to support breastfeeding peer counselors such as cell phones, pagers, answering machines, and office equipment
- other expenses directly related to developing or expanding activities to sustain a breastfeeding peer counselor program

*NOTE: While WIC Breastfeeding funds can be used to support Breastfeeding Peer Counselor Program activities, BFPC Program funds cannot be used to support expenses related to core WIC functions including attendance at training or meetings unrelated to BFPC program; purchase of breastfeeding aids (i.e., manual and electric breast pumps and kits, nipple shields, supplemental feeding devices, breast shells and breast pads); development or purchase of participant nutrition and breastfeeding education materials; and any other expenses unrelated to activities of the BFPC program.*

## North Carolina WIC Breastfeeding Peer Counselor (BFPC) Program

### Efforts of the Nutrition Services Branch to Support Local Agency Breastfeeding Peer Counselor Programs

#### **Offering Training**

Training	Purpose	Target Audience	Timeframe
BFPC Managers' Core Training	This training provides guidance for developing or enhancing a peer counseling program based on model components of successful programs identified through research.	BFPC program managers	One-day training BFPC managers must complete within one year of being assigned to position.
BFPC Core Training	This training provides an evidence-based foundation for WIC peer counselors, basic skills needed by successful WIC peer counselors, and strategies for providing appropriate breastfeeding education and support to WIC mothers.	Peer counselors	Five-day training peer counselors must complete prior to providing peer counselor services.
Quarterly Continuing Education	These training sessions provide breastfeeding peer counselors and BFPC program managers the required continuing education to enhance their breastfeeding knowledge and skills.	Peer counselors and BFPC program managers	One-day training peer counselors and BFPC program managers must attend each quarter.

#### **Providing Resources**

The Nutrition Services Branch will provide local WIC Breastfeeding Peer Counselor Programs with the following resources on an ongoing basis:

- Breastfeeding teaching aids (i.e., breastfeeding infant doll, cloth breast model, breastfeeding chart collection)
- Professional reference books for BFPC program managers which are currently provided to Breastfeeding Coordinators
- Reference books for breastfeeding peer counselors which provide information that is within their scope of practice

Hirt, Sheila <[sheila.hirt@dhhs.nc.gov](mailto:sheila.hirt@dhhs.nc.gov)>  
to Elizabeth, Sue, me, Janet, Kim, Michele

Oct 1

If you delay starting the BFPC program until December 1, 2015, the total funding will be \$15,548. We will need the acceptance form back from your office before 10/27/2015 for a 12/1/2015 start date.

Thanks,

Sheila

Sheila Hirt  
N.C. Department of Health and Human Services  
Business Officer, Nutrition Services Branch  
5601 Six Forks Rd.  
Mail Service Center 1914  
Raleigh, NC 27609  
Phone: [919-707-5793](tel:919-707-5793)  
Fax: [919-870-4818](tel:919-870-4818)  
[Sheila.hirt@dhhs.nc.gov](mailto:Sheila.hirt@dhhs.nc.gov)  
<http://publichealth.nc.gov/>

## Craven County Solid Waste & Recycling

### Convenience Site Hauling Agreement

<u>Year</u>	<u>Price per Haul</u>
FY 15/16	\$116.83
FY 14/15	\$117.30
FY 13/14	\$115.34
FY 12/13	\$113.52
FY 11/12	\$110.00

### Recyclable Materials Collection Exclusive Franchise Agreement

<u>Year</u>	<u>Price per Resident</u>
FY 15/16	\$33.11
FY 14/15	\$33.24
FY 13/14	\$32.76
FY 12/13	\$32.20
FY 11/12	\$31.20

#### CPI Adjustments:

The compensation rate under this agreement shall be adjusted to reflect the amount of the increase or decrease in the Consumer Price Index (CPI), all urban consumers, south region, all items as measured by the U.S. Department of Labor, Bureau of Labor Statistics. The base month for CPI adjustments will be January. The adjustments shall use the January 2015 CPI as compared to the January 2016 CPI to compute the adjustment with the rate being adjusted by a percentage equal to the percentage change in the CPI.

**RESOLUTION**  
**Tax Parcel Number 3-032-017, 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 3-032-017, 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 final offer to purchase, after the upset bid period, was in the sum of \$8,000.00 by Jason Simpson; 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 Jason Simpson in the sum of \$8,000.00 for said parcel identified as Tax Parcel Number 3-032-017, 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 Three (3) Township, Craven County, North Carolina, and being more particularly described as follows:

All of that certain property more fully described in Deed Book 3278 at Page 865 in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 3-032-017.

ADOPTED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2015.

---

STEVE TYSON, Chairman

(County Seal)

---

GWENDOLYN BRYAN,  
Clerk to the Board

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NORTH CAROLINA  
CRAVEN COUNTY

Tax Parcel No. 3-032-017  
Revenue Stamps \$0.00

**QUITCLAIM DEED**

THIS QUITCLAIM DEED made this 16<sup>th</sup> day of November, 2015, by and between **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantor”); to **JASON SIMPSON** (“Grantee”), whose mailing address is 230 Barwick Road, Dover, NC 28526, is as follows:

W I T N E S S E T H :

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 November, 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 November, 2015.

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

My Commission Expires:

\_\_\_\_\_

EXHIBIT A

The following parcel or tract of land situate and lying in the Number Three (3) Township located in 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.

Being the identical property described in Deed recorded in Book 3278, Page 865 filed in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 3-032-017.

Subject to restrictive covenants and easements of record.

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**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, pr 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 tre 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 li 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 c either express or implied, with the Owner of real property for the making of an Improvement thereon. (Note that services by architects, en 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 th 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 Peri 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 Proper person with rights to purchase the Property under a contract and for whom an Improvement is made and who ordered the Improvement to be ma (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 purcha 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 insuranc p 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 :

1. **Certifications:** Owner certifies that at no time during the 120-Day Lien Period have any Labor, Services or Materials been furnished in connecti contract, express or implied, for Improvements to the Property (including architectural, engineering, landscaping or surveying services or materials or rental ex 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 Lie 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 such repairs and/or alterations have been completed and those providing Labor, Services or Materials for the repairs have been paid in full. The Owne 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 secd 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 t certified in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upo 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 at 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 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 C 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 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>		
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  _____ As _____ of <u>Craven County, a body politic and corporate.</u>  Date: _____  _____, Notary Public  My Commission Expires: _____	(Notary Official/Notary Seal)

EXHIBIT A

The following parcel or tract of land situate and lying in the Number Three (3) Township located in 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.

Being the identical property described in Deed recorded in Book 3278, Page 865 filed in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 3-032-017.

Subject to restrictive covenants and easements of record.

**RESOLUTION**  
**Tax Parcel Number 1-028-162-B, 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 1-028-162-B, 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 final offer to purchase, after the upset bid period, was in the sum of \$4,500.00 by Joshua Whitford; 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 Joshua Whitford in the sum of \$4,500.00 for said parcel identified as Tax Parcel Number 1-028-162-B, 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 3069 at Page 462 in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 1-028-162-B.

ADOPTED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2015.

---

STEVE TYSON, Chairman

(County Seal)

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GWENDOLYN BRYAN,  
Clerk to the Board

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NORTH CAROLINA  
CRAVEN COUNTY

Tax Parcel No. 1-028-162-B  
Revenue Stamps \$0.00

**QUITCLAIM DEED**

THIS QUITCLAIM DEED made this 16<sup>th</sup> day of November, 2015, by and between **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantor”); to **JOSHUA D. WHITFORD** (“Grantee”), whose mailing address is 275 Hudnell Road, Ernul, NC 28527, 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 November, 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 November, 2015.

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

My Commission Expires:

\_\_\_\_\_

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:

Being all of Lot #2 as shown on plat of survey of Biggs A. Ipock Heirs (Home Tract) dated October 10, 1978, prepared by G. Jerome Norman, Registered Land Surveyor, and recorded in Plat Cabinet A on Slide 92A, in the office of the Register of Deeds of Craven County.

LESS AND EXCEPTING beginning at an existing iron pipe that is located the following courses and distances from an existing PK nail in the centerline of a wooden bridge that is over the Beaver Dam Swamp that is part of S.R. 1630 Hudnell Road, S 76 deg. 34' 23" East 30.00 feet; thence N 13 deg. 21' 19" E. 272.22 feet; thence from this POINT OF BEGINNING S 13 deg. 21' 19" W 95 feet to a set iron pipe; thence N 76 deg. 34' 23" W. 50.00 feet to a set iron pipe; thence S 13 deg. 21' 19" W 45.01 feet to a set iron pipe; thence N 76 deg. 35' 13" W 138.73 feet to a set iron pipe; thence N 13 deg. 25' 37" E. 140.05 feet to a set iron pipe; thence S 76 deg. 34' 23" E. 186.55 feet to the POINT OF BEGINNING, containing 0.55 acres, more or less, according to a survey by Matthews Blizzard Surveying, PLLC, dated January 23, 1998 for Harry L. Sutton and Susan A. Sutton.

Being the identical property described in Deed recorded in Book 3069, Page 462 filed in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 1-028-162-B.

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, 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 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 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 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 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 the provisions of 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 upon 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 style="writing-mode: vertical-rl; transform: rotate(180deg);">[Notary Public Seal]</p>

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:

Being all of Lot #2 as shown on plat of survey of Biggs A. Ipock Heirs (Home Tract) dated October 10, 1978, prepared by G. Jerome Norman, Registered Land Surveyor, and recorded in Plat Cabinet A on Slide 92A, in the office of the Register of Deeds of Craven County.

LESS AND EXCEPTING beginning at an existing iron pipe that is located the following courses and distances from an existing PK nail in the centerline of a wooden bridge that is over the Beaver Dam Swamp that is part of S.R. 1630 Hudnell Road, S 76 deg. 34' 23" East 30.00 feet; thence N 13 deg. 21' 19" E. 272.22 feet; thence from this POINT OF BEGINNING S 13 deg. 21' 19" W 95 feet to a set iron pipe; thence N 76 deg. 34' 23" W. 50.00 feet to a set iron pipe; thence S 13 deg. 21' 19" W 45.01 feet to a set iron pipe; thence N 76 deg. 35' 13" W 138.73 feet to a set iron pipe; thence N 13 deg. 25' 37" E. 140.05 feet to a set iron pipe; thence S 76 deg. 34' 23" E. 186.55 feet to the POINT OF BEGINNING, containing 0.55 acres, more or less, according to a survey by Matthews Blizzard Surveying, PLLC, dated January 23, 1998 for Harry L. Sutton and Susan A. Sutton.

Being the identical property described in Deed recorded in Book 3069, Page 462 filed in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 1-028-162-B.

Subject to restrictive covenants and easements of record.

**RESOLUTION**

**Tax Parcel Number 1-042-6004, 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 1-042-6004, 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 final offer to purchase, after the upset bid period, was in the sum of \$15,000.00 by Johnny Fillingame; 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 Johnny Fillingame in the sum of \$15,000.00 for said parcel identified as Tax Parcel Number 1-042-6004, 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 2995 at Page 653 in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 1-042-6004.

ADOPTED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2015.

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STEVE TYSON, Chairman

(County Seal)

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GWENDOLYN BRYAN,  
Clerk to the Board

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NORTH CAROLINA  
CRAVEN COUNTY

Tax Parcel No. 1-042-6004  
Revenue Stamps \$0.00

**QUITCLAIM DEED**

THIS QUITCLAIM DEED made this 16<sup>th</sup> day of November, 2015, by and between **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantor”); to **JOHNNY FILLINGAME** (“Grantee”), whose mailing address is 10144 US 17 South, Vanceboro, NC 28586, is as follows:

W I T N E S S E T H :

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.

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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 November, 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 November, 2015.

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

My Commission Expires:

\_\_\_\_\_

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:

Being all of Lot Number 2, Deer Creek Subdivision, according to the plat thereof, recorded in Plat Cabinet G, Slide 120-D, in the Office of the Register of Deeds of Craven County, North Carolina.

Being the identical property described in Deed recorded in Book 2955, Page 653 filed in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 1-042-6004.

Subject to restrictive covenants and easements of record.

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**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, pr 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 tr 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 lr 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 c either express or implied, with the Owner of real property for the making of an Improvement thereon. (Note that services by architects, en 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 th 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 Peri 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 Proper person with rights to purchase the Property under a contract and for whom an Improvement is made and who ordered the Improvement to be ma (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 purcha 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 p 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 :

1. **Certifications:** Owner certifies that at no time during the 120-Day Lien Period have any Labor, Services or Materials been furnished in connect contract, express or implied, for Improvements to the Property (including architectural, engineering, landscaping or surveying services or materials or rental et 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 Lie 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 such repairs and/or alterations have been completed and those providing Labor, Services or Materials for the repairs have been paid in full. The Ownr 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 secu 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 tc certified in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upo 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 att 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 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 C 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 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>		
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  _____ As _____ of <u>Craven County, a body politic and corporate.</u>  Date: _____  _____, Notary Public  My Commission Expires: _____	(Not a Notary Seal)

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:

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