

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

1. REORGANIZATION OF BOARD OF COMMISSIONERS
2. APPOINTMENTS OF COMMISSIONERS
3. PUBLIC HEARING – JUSTICE ASSISTANCE GRANT: Jesse Pittman, Administrative Captain
4. PETITIONS OF CITIZENS
5. CONSENT AGENDA
  - A. Approve Minutes of November 12, 2015 Reconvened Session
  - B. Approve Minutes of November 16, 2015 Regular Session
  - C. Tax Releases and Refunds
  - D. Military Service Person of the Quarter Resolution
  - E. Budget Amendment Twp. #9 Fire and Rescue
6. TOWNSHIP 7 EMS PURCHASE OF EQUIPMENT: Ron Cox, Board of Directors; Bob King, Finance Committee

DEPARTMENTAL MATTERS

7. HEALTH – APPROVE BUDGET AMENDMENT AND AWARD CONTRACT FOR ADULT PRIMARY HEALTH CLINIC RENOVATION: Scott Harrelson, Health Director; Gene Hodges, Assistant County Manager – Facilities/Operations
8. RECREATION – BUDGET AMENDMENT FOR TRILLIUM GRANT: Eddie Games, Recreation Director
9. HUMAN RESOURCES – REQUEST TO SET STARTING SALARY OF REGISTER OF DEEDS: Amber Parker, Human Resources Director

10. FINANCE: Rick Hemphill, Assistant County Manager – Finance/Administration
  - A. Interlocal Agreement for Animal Shelter
  - B. Budget Amendment, Tri-Community Fire Department
11. APPOINTMENTS
12. COUNTY ATTORNEY'S REPORT: Jim Hicks
13. COUNTY MANAGER'S REPORT: Jack Veit
14. COMMISSIONERS' REPORTS
15. CLOSED SESSION

Agenda Date: December 7, 2015

Presenter: Jim Hicks

Agenda Item No. 1

Board Action Required or Considered: Yes

## REORGANIZATION OF THE BOARD

### A. ELECTION OF CHAIRMAN

County Attorney, Jim Hicks, will preside over the election of the Chairman. The floor will be opened for nominees and the Board will vote on a Chairman by roll call vote. Following the vote, the oath of office will be administered to the newly elected Chairman and the Chairman will be seated.

### B. ELECTION OF VICE CHAIRMAN

The Chairman will preside over the election of the Vice Chairman according to the same procedure as the election of the Chairman, followed by administration of the oath of office to the newly elected Vice Chairman. The Vice Chairman will then be seated to the right of the Chairman.

**Board Action: RECESS: Following the seating of the Chairman and Vice Chairman, a five minute recess will allow for the repositioning of Commissioner seating.**

Agenda Date: December 7, 2015

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

Agenda Item No. 2

Board Action Required: Yes

## **APPOINTMENTS OF COMMISSIONERS**

Appointments of Commissioners to the boards and committees are considered during reorganization of the Board, but at times this has been deferred until the second meeting in December. Attachment #2 is a listing of boards on which Commissioners currently serve.

**Board Action: The Board will need to consider appointments to boards and committees or defer them until the next meeting.**

Agenda Date: December 7, 2015

Presenter: Jesse Pittman

Agenda Item No. 3

Board Action Required or Considered: No

### **PUBLIC HEARING – JUSTICE ASSISTANCE GRANT**

The Board will be requested to go into public hearing, as advertised, to receive public comment on the 2015-2016 Justice Assistance Grant. (See Attachment #3)

**Board Action: Receive comment.**

Agenda Date: December 7, 2015

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

Agenda Item No. 4

Board Action Required or Considered: No

## PETITIONS OF CITIZENS

**Board Action: Receive Information**

Agenda Date: December 7, 2015

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

Agenda Item No. 5

Board Action Required or Considered: Yes

## CONSENT AGENDA

### A. APPROVE MINUTES OF NOVEMBER 12, 2015 RECONVENED SESSION

The Board will be requested to approve the minutes of November 12, 2015 reconvened session.

### B. APPROVE MINUTES OF NOVEMBER 16, 2015 REGULAR SESSION

The Board will be requested to approve the minutes of November 16, 2015 regular session.

### C. TAX RELEASES AND REFUNDS

The Board will be requested to approve the tax releases and refunds contained in Attachment #5.C.

### D. MILITARY SERVICE PERSON OF THE QUARTER

The Board will be requested to adopt the resolution contained in Attachment #5.D., recognizing Sergeant Shawn D. Rose as Military Service Person of the Quarter. (A Commissioner will be requested to attend the luncheon on December 10.)

### E. BUDGET AMENDMENT TWP. #9 FIRE AND RESCUE

The Board will be requested to adopt the budget amendment contained in Attachment #5.E.

**Amendments:** Volunteer Fire Dept/Twp #9 – Need to budget \$81.00 in additional fire department funds to cover shortages in Township 9 Fire & Rescue workers compensation lines. Original payment based on estimate of 27 Vol. but actual amount came in at 28 Vol. This generated a second invoice for the \$81.00 shortage.

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

Agenda Date: December 7, 2015

Presenters: Ron Cox and Bob King

Agenda Item No. 6

Board Action Required or Considered: No

### **TOWNSHIP #7 EMS PURCHASE OF EQUIPMENT**

Ron Cox, Board of Directors and Bob King, Finance Committee, will inform the Board on behalf of Twp. #7 EMS, for the purchase of a 2016 E-450 remounted ALS ambulance and a new LifePak 15 monitor/defibrillator. The cost of the LifePak is \$38,552. After discounts and trade in, Twp. 7 cost is \$29,781.80.

The cost of the ambulance is \$98,663.88, for a total loan amount of \$128,445.68.

Twp. #7 EMS is not a member of State Employees Credit Union, and therefore ineligible for the loan through that institution. There were other institutions that required more cash in and lacked flexibility.

Details are contained in Attachment #6.

**Board Action: Receive information**

Agenda Date: December 7, 2015

Presenters: Scott Harrelson and Gene Hodges

Agenda Item No. 7

Board Action Required or Considered: Yes

## **DEPARTMENTAL MATTERS: HEALTH – APPROVE BUDGET AMENDMENT AND AWARD CONTRACT FOR ADULT PRIMARY HEALTH CLINIC RENOVATION**

As a result of Craven County Health Department being designated as a Federally Qualified Health Center, Craven County posted on October 16, 2015 a request for bids for renovations and expansion of examination space for the Adult Primary Care Clinic in the Craven County Health Department. We had 12 contractors register as interested bidders for this project. On November 10, 2015 we received bids from five contractors (Attachment #7.A.). Primus Contracting, Inc. was the low bidder at \$329,951. We have met with Primus Contracting and have found savings in the project and can complete the renovation project for \$304,646. In order to move forward with this project, we will need a budget amendment (Attachment #7.A.1) of \$100,000 to increase the project budget in the Health Department capital outlay line item.

### Justification for Renovations to Expand Adult Primary Care Clinics

1. Our Child Health and Adult Health primary care clinics are functioning out of 8 exam rooms on one hallway. We are having difficulty meeting demand with only the 8 exam rooms.
2. We receive annually Federal 330 funding in the amount of \$650,000 as a result of the Federally Qualified Health Center designation received on May 1, 2015. In our funding application we said that if we were funded we would expand our number of exam rooms by adding six additional exam rooms taking us from 8 to 14. We also said that we would increase our number of patients seen per year by 1,500.
3. Child Health and Adult Primary Care are the two programs housed under the FQHC. Year to date through November, our Child Health profits are \$92,506. Year to date through November, our Adult Primary Care profits are \$232,243. Combined profit year to date for the FQHC is \$324,749.
4. We budgeted \$250,000 for renovations but we will need \$350,000 to complete these renovations.
5. With six additional exam rooms we should be able to increase the number of patients seen, which will also increase clinic revenues.

6. This fiscal year we have received back payments for past Medicaid cost settlements in the amount of \$728,641. There is still a danger of our state Medicaid office asking us to repay \$636,000 of our 2013 cost settlement. Our Public Health Leadership is working with the Department of Health and Human Services which oversees the state Medicaid office to avoid any such paybacks. We should receive another Medicaid cost settlement in June of approximately \$636,000 which would offset the worst case scenario of the 2013 payback. In the event that we do not have to pay back the 2013 cost settlement we will have an excellent year financially.

**Board Action: Approve the Budget Amendment and authorize execution of the contract with Primus Contracting, Inc.**

Agenda Date: December 7, 2015

Presenter: Eddie Games

Agenda Item No. 8

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: RECREATION BUDGET AMENDMENT FOR TRILLIUM GRANT**

Recreation and Parks Director, Eddie Games, will present a budget amendment, contained in Attachment #8, for the \$750,000 grant received from Trillium Health Resources to build an inclusive playground at Creekside Park.

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

Agenda Date: December 7, 2015

Presenter: Amber Parker

Agenda Item No. 9

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: HUMAN RESOURCES – REQUEST TO SET  
STARTING SALARY OF REGISTER OF DEEDS**

As authorized by North Carolina General Statute 153A-92, the Craven County Board of Commissioners may adjust salaries, allowances and other compensation for the Sheriff and Register of Deeds positions. The Board of Commissioners must give notice of intention for adjustment no later than fourteen (14) days before the last day for filing notice of candidacy for the office. Election for the Register of Deeds is during the 2016 election. The last day for filing for the 2016 election for Craven County Register of Deeds is December 21, 2015. The fourteen (14) day requirement is December 7, 2015. Following the election and after the successful candidate takes office, the Commissioners retain the right to adjust the minimum starting salary upward in accordance with the years of related experience held by the successful candidate.

The proposed starting salary for the Register of Deeds position is \$45,000.

Attachment #9 is a draft resolution with the proposed notice of adjustment in salary for the elected office of Craven County Register of Deeds.

**Board Action: Consider resolution for adoption. A motion to approve the recommendation is the “resolution”.**

Agenda Date: December 7, 2015

Presenter: Rick Hemphill

Agenda Item No. 10

Board Action Required or Considered: Yes

## DEPARTMENTAL MATTERS: FINANCE

### A. INTERLOCAL AGREEMENT FOR ANIMAL SHELTER

Craven County has provided animal shelter services to Pamlico County for some time. The previous agreement expired and was very difficult to administer. Rick Hemphill, Assistant County Manager – Finance/Administration, will present the agreement, contained in Attachment #10.A, which is for five years. Pamlico County will pay to Craven County 8% of the prior year total expenditures (excluding capital items which will be looked at individually) each year in quarterly installments. The amount will be approximately \$25,000 per year based on historical costs. Craven only provides shelter services for Pamlico, not animal control services. Staff has worked out this agreement with Pamlico staff and their board will be addressing the agreement at their next meeting.

**Board Action: The Board will need to approve the agreement and authorize the chairman's signature.**

### B. BUDGET AMENDMENT - TRI-COMMUNITY FIRE DISTRICT

Mr. Hemphill will also present the budget amendment shown as Attachment #10.B for Tri Community Fire District. Tri Community will utilize these funds toward the planning/construction of their new fire station.

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

Agenda Date: December 7, 2015

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

Agenda Item No. 11

Board Action Required or Considered: Yes

## APPOINTMENTS

- A. CURRENT
- B. PENDING
- C. UPCOMING

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

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

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 Litem Coordinator, Public Health Director, local health care provider, EMS/firefighter, District Court Judge, Commissioners appointees from other county agencies or community at-large

QUALIFICATIONS: 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 to fulfill a specific requirement)

**No application on file.** (See Attachment #11. A. for further details on qualifications).

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. A recommendation will be brought forth by Mike Carroll and the Committee.)

**B. CURRENT APPOINTMENTS**

EMS (EMERGENCY MEDICAL SERVICES) ADVISORY COUNCIL

AUTHORIZATION: Bylaws

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

NUMBER OF MEMBERS:  
28

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

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

(See above)

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: Bi-monthly

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

**Term(s) ending:** James Zechman (Appointed 2013; would continue)

CRAVEN COUNTY HEALTH BOARD

AUTHORIZATION: NCGS 130A-35

MISSION/FUNCTION: Primary policy making and hearing body for the Craven County Health Department, charged with the immediate care and responsibility for promoting and protecting the public health in Craven County.

NUMBER OF MEMBERS:

11

\_\_\_\_\_  
\_\_\_\_\_

TYPE:

A physician, dentist, optometrist, veterinarian, registered nurse, licensed pharmacist, Craven County Commissioner, general public

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

(See above)

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: 2<sup>nd</sup> Monday of every month, 12:00 – 1:30 p.m.

COMPENSATION: No  Yes  Specify: \$50/meeting

**Term(s) ending:**

Verdelle Newby (Appointed 2007; needs to rotate off Health Board)

**Application(s) on file:**

Application of recommended replacement will be forthcoming.

COVE CITY/CRAVEN COUNTY LIBRARY BOARD OF TRUSTEES

AUTHORIZATION: General Statute (153-250.4)

MISSION/FUNCTION: To determine policy of the Library, advise in the preparation of the budget, approve it and work to obtain necessary funds; provide and maintain adequate facilities; monitor relevant legislation

NUMBER OF MEMBERS:  
8  
\_\_\_\_\_

TYPE:  
4 County Appointees  
4 City Appointees

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

LENGTH OF TERMS: 6 Years

MEETING SCHEDULE: 1<sup>st</sup> Thursday quarterly, 7:30 p.m. (January, April, July and October)

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

**Term(s) expiring:** Theresa Hodges (Appointed 2007; unexpired term)

**C. UPCOMING APPOINTMENTS**

**January** - None

**February**

Craven Aging Planning Board:

Gwen Bryan (County Manager's designee)  
Tonya Cedars (ECCOG)  
Jayne Davis (AARP)  
Sherry Roy (CarolinaEast)  
Dora Jones (Client Representative)  
Mary Ann Mehan (DSS)  
Georgia Newkirk (Coastal Community Action)  
Deborah Patterson (Legal Aid of NC)  
Dean Roberts (Client Representative)

Community Child Protection Team:

Bradley Lanto (2013; MCAS Cherry Point)  
Walter Mills (2013; Chief District Court Judge)  
Christopher Morning (2013; Havelock P.D.)

Nursing Home Advisory Committee:

Donna Siegmund (2013)

Zoning Board of Adjustment:

Lee Kyle Allen III (2010)  
Bud Stilley (2010)

Agenda Date: December 7, 2015

Presenter: Jim Hicks

Agenda Item No. 12

## COUNTY ATTORNEY'S REPORT

A. Initial Offer to Purchase Real Property – 619 Second Avenue, New Bern (#8-012-148)

The County and City of New Bern have received 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 \$5,442.17. The current tax value is \$18,110.00. Attachment #12.A contains copies of the Offer to Purchase, deed, GIS information, and proposed resolution.

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

B. Initial Offer to Purchase Real Property – 702 Second Avenue, New Bern (#8-012-191)

The County and City of New Bern have received an offer in the amount of \$5,000.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$3,652.60. The current tax value is \$12,610.00. 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.

C. Initial Offer to Purchase Real Property – 408 Suttons Alley, New Bern (#8-008-166)

The County and City of New Bern have received an offer in the amount of \$1,000.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$4,082.81. The current tax value is \$3,000.00. Attachment #12.C 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.

D. Initial Offer to Purchase Real Property – 1419 Garfield Street, New Bern (#8-013-136)

The County and City of New Bern have received an offer in the amount of \$1,300.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$6,754.41. The current tax value is \$6,730.00. Attachment #12.D 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: December 7, 2015

Presenter: Jack Veit

Agenda Item No. 13

## **COUNTY MANAGER'S REPORT**

Agenda Date: December 7, 2015

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

Agenda Item No. 14

## **COMMISSIONERS' REPORTS**

Agenda Date: December 7, 2015

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

Agenda Item No. 15

**CLOSED SESSION**

**Commissioners' Appointments for 2015**

Commissioners' appointments and reappointments were made to the following boards and committees for the year 2015.

*Required Boards:*

Tourism Development Authority (Tyson)  
Craven County Health Board (Jones)  
East Carolina Workforce Development Board (Sampson)  
New Bern Craven County Library Board (Dacey)  
Military Civilian Community Council (Liner)  
Aging Planning Board (Liner)  
Kellenberger Foundation (Tyson)  
Tryon Palace Commission (Tyson)  
Juvenile Crime Prevention Council (Sampson)  
Smart Start (McCabe)  
ECCOG (Dacey)  
Down East RPO (Sampson)  
Swiss Bear (Tyson)  
MPO (Tyson)  
EDO (Tyson)  
Joint Land Use Study Committee (Liner)

*Other Boards upon which Commissioners serve:*

CRSWMA -Voting Member (Mark)  
Local Emergency Planning Committee (McCabe)  
Cove City Library Board (Jones)  
Havelock City Library Board (McCabe)  
Vanceboro Library Board (Mark)  
Highway 70 Corridor Committee (Mark)  
Partners in Education (PIE) (Jones)  
Craven-Pamlico-Carteret Regional Library (Liner)  
Highway 17 Association (Mark)  
ACT (Dacey)

**NOTICE OF PUBLIC HEARING**

The Craven County Board of Commissioners will hold a public hearing at 7:00 p.m. on Monday, December 7, 2015 for the purpose of receiving comment from the public on the Sheriff Department's proposed use of funds from the 2015-2016 Edward Byrne Memorial Justice Assistance Grant in the amount of \$10,624.

Gwendolyn M. Bryan  
Clerk to the Board  
November 23, 2015

## **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.

TAX804P

CRAVEN COUNTY

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CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 12/07/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
A-1 LOCKSMITH INC DISCOVERY BILLED TO INCORRECT ACCT.	0087158 2015-0091594	721.85
AIR-SERV LATE LISTING FEE CHARGED IN ERROR	0099922 2015-0000472	3.57
AIR-SERV LATE LISTING FEE CHARGED IN ERROR	0099922 2015-0000473	.96
ALLEN, THOMAS MICHAEL DID NOT OWN 1/1/2014	0076399 2014-0000840	9.42
ALLEN, THOMAS MICHAEL DID NOT OWN 1/1/2015	0076399 2015-0000819	10.03
BOYACK, ROBERT A & CAROL A DID NOT OWN 1/1/2015	0069591 2015-0091605	5.02
BROCKERT, NICHOLAS D MILITARY EXEMPTION	0108047 2015-0091608	7.75
CASKEY, KELLY ANN BILLING ERROR CORRECTION-TO REBILL	0086481 2015-0091612	170.47
CHADWICK, DOUGLAS NOT TAXABLE TO CRAVEN COUNTY	0093923 2013-0090351	53.67
CLARK HOMES OF GREENVILLE LLC- ROAD ACCEPTED FOR STATE MAINTENANCE	0050742 2015-0010630	36.25
DIMARTINO, JOHN M JR RELEASED TO CARTERET COUNTY	0108085 2015-0091626	2,063.10
FENNER, CHARLIE H FORECLOSURE-LIEN EXTINGUISHED	2269800 2015-0018218	74.59
FENNER, CHARLIE H FORECLOSURE-LIEN EXTINGUISHED	2269800 2014-0018290	86.15
FENNER, CHARLIE H FORECLOSURE-LIEN EXTINGUISHED	2269800 2013-0017821	93.23

## CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 12/07/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
FENNER, CHARLIE H FORECLOSURE-LIEN EXTINGUISHED	2269800 2012-0018345	106.69
FENNER, CHARLIE H FORECLOSURE-LIEN EXTINGUISHED	2269800 2011-0018536	53.69
FENNER, CHARLIE H FORECLOSURE-LIEN EXTINGUISHED	2269800 2010-0016792	56.83
FENNER, CHARLIE H FORECLOSURE-LIEN EXTINGUISHED	2269800 2009-0018353	29.00
FENNER, CHARLIE H FORECLOSURE-LIEN EXTINGUISHED	2269800 2008-0018307	30.33
FENNER, CHARLIE H FORECLOSURE-LIEN EXTINGUISHED	2269800 2007-0017894	31.66
FENNER, CHARLIE H FORECLOSURE-LIEN EXTINGUISHED	2269800 2006-0017415	31.06
FENTON, DALE RICHARD & HEIDI D MILITARY EXEMPTION	0047225 2015-0091629	233.01
GOMEZ, MARK ANTHONY NOT TAXABLE TO CRAVEN COUNTY	0103464 2015-0022251	72.99
HAMMOND, PEGGY A CORRECTED DISCOVERED PROPERTY VALUE	0081332 2015-0091104	1,897.98
LANGLEY, CHRISTOPHER LORNE DID NOT OWN 1/1/2008	0068599 2008-0033058	1.20
LOVE, SAMUEL DAVID CORRECTED DISCOVERED PROPERTY VALUE	0107918 2015-0091667	36.04
MYERS, ALEXANDER MCNAUGHTON NOT TAXABLE TO CRAVEN COUNTY	0097827 2015-0041855	148.38
RANDGAARD, DEAN AARON CORRECTED DISCOVERED PROPERTY VALUE	0107958 2015-0091692	72.59

## CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 12/07/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
RICKER, LARRY DID NOT OWN 1/1/2015/SEE ACCT 56493	0020280 2015-0091695	17.89
ROGERS, KEITH VESSEL HAS NO TAX SITUS IN CRAVEN COUNTY	0107478 2015-0091388	5,463.32
ROWE, RUDOLPH THOMAS & FAYE JE VALUE ERROR CORRECTION	6285600 2015-0049933	18.03
RYSTROM, JOSHUA JOHN & ANGELA MILITARY EXEMPTION	0085558 2015-0091696	324.81
SANDERSON, ERIC AND KARRIE NOT TAXABLE TO CRAVEN COUNTY	0107830 2015-0091406	257.51
SEABRIGHT, LOUISE CORRECTED DISCOVERED PROPERTY VALUE	0107706 2015-0091420	991.31
THIELE, TUCKER NOT TAXABLE TO CRAVEN COUNTY	0107523 2015-0091501	2,362.64
WAANANEN, SIMO NOT TAXABLE TO CRAVEN COUNTY	0094245 2015-0091538	572.22
WALCH, RICHARD LLOYD & WALCH, CORRECTED DISCOVERED PROPERTY VALUE	0095132 2015-0091712	22.85
WESLEY, LENORA NOT IN BUSINESS 1/1/2011	0085281 2011-0091298	66.22
WESLEY, LENORA NOT IN BUSINESS 1/1/2012	0085281 2012-0091308	61.49
WESLEY, LENORA NOT IN BUSINESS 1/1/2013	0085281 2013-0095357	57.15
WHITE, PAUL G JR CORRECTED DISCOVERED PROPERTY VALUE	0031112 2015-0091715	290.98
WHITE, PAUL G JR CORRECTED DISCOVERED PROPERTY VALUE	0031112 2015-0091557	276.44

## CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 12/07/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
WILLIS, ROLAND JR HEIRS FORECLOSURE-LIEN EXTINGUISHED	0073253 2009-0062273	145.60
WILLIS, ROLAND JR HEIRS FORECLOSURE-LIEN EXTINGUISHED	0073253 2010-0056902	235.96
WILLIS, ROLAND JR HEIRS FORECLOSURE-LIEN EXTINGUISHED	0073253 2011-0063260	1,248.28
WILLIS, ROLAND JR HEIRS FORECLOSURE-LIEN EXTINGUISHED	0073253 2012-0063201	451.28
WILLIS, ROLAND JR HEIRS FORECLOSURE-LIEN EXTINGUISHED	0073253 2013-0060562	412.56
WILLIS, ROLAND JR HEIRS FORECLOSURE-LIEN EXTINGUISHED	0073253 2014-0062114	381.24
WILLIS, ROLAND JR HEIRS FORECLOSURE-LIEN EXTINGUISHED	0073253 2015-0063459	2,288.99
	49 -CREDIT MEMO(S)	22,084.28

REFUNDS SUBJECT TO BOARD APPROVAL ON 12/07/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
LANGLEY, CHRISTOPHER LORNE DID NOT OWN 1/1/2008	0068599 2008-0033058	94.46
WALCH, RICHARD LLOYD & WALCH, CORRECTED DISCOVERED PROPERTY VALUE	0095132 2015-0091539	19.96
	2 -REFUND(S)	114.42

**RESOLUTION  
RECOGNIZING SERGEANT SHAWN D. ROSE  
AS  
MILITARY SERVICE PERSON OF THE QUARTER**

**WHEREAS**, Sergeant Shawn D. Rose is an Aviation Airframes Mechanic with MALS-14 VMA-542 at U.S. Marine Corps Cherry Point; and

**WHEREAS**, he has, in his off duty time, been very active in the community; and

**WHEREAS**, Sgt. Rose assisted the Veterans Employment Base Camp and Organic Garden (VEBCOG) by constructing gardens and growing food for local, disabled veterans, which also provides transitional employment for homeless and disadvantaged veterans, and a location for the rehabilitation of disabled veterans using Horticulture Therapy; and

**WHEREAS**, Sgt. Rose assisted the Riverpoint Crest Nursing and Rehabilitation Center by visiting with our local veterans, sharing stories, and contributing to their social and emotional well-being; and

**WHEREAS**, he also volunteered with the Forestry Service in a variety of projects within the Croatan National Forest. A few of the projects included trail construction, repairing signs and footbridges, forest clean up and preparation for controlled burns; and

**WHEREAS**, Sgt. Rose assisted the Multiple Sclerosis Bike Event with event setup, water station staffing and event tear down; and

**WHEREAS**, Sgt. Rose's dedication to assisting veterans has extended to participating in and supporting the Veterans Stand Down. This project focuses on providing community wide resources for the homeless disabled veteran population. Some of the services provided included: VA Health, VA Benefits, haircuts, job search services, housing information and other community services.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CRAVEN COUNTY BOARD OF COMMISSIONERS** commends Sergeant Shawn D. Rose on his commitment to veterans in the midst of our local community and his other contributions to the community, and congratulates him on being recognized as Military Service Person of the Quarter.

Adopted this 7<sup>th</sup> day of December, 2015.

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

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



Township Seven EMS, Inc.

P.O.Box 3493

New Bern, North Carolina 28564

November 9, 2015

Dear Patti,

Township Seven EMS, Inc. is requesting to be added to the docket of the Craven Country commissioners meeting to inform them of our intentions of purchasing a 2016 E-450 remounted ALS ambulance. Along with the new truck we are buying a new LifePak 15 monitor/defibrillator. We will be replacing our 1996 E-350 truck and a monitor that we received Ten years ago. The following terms and conditions have been approved.

Bank:	KS State Bank in Manhattan, KS
Loan amount	\$128,445.68
Terms:	60 months
Rate:	4.5 %
Payments:	60 months at \$2,439.42

Bob King and or I will be present at the meeting for the presentation and any questions the board may have. Bob and I both make up the finance committee and serve on the board of Township Seven EMS, Inc.

Patti if you have any questions please call me at 252 474-6116.

Thank You and Best Regards,

Ron Cox

## Bid Tabulation

### Renovation and Adaptive Reuse: Adult Primary Care Clinic

Contractor	Bid Amount
A R Chesson Construction	\$ 414,000
Brydge & Lee	\$ 346,770
Primus Contracting, Inc.	\$ 329,951
Pro Construction	\$ 364,300
T E Davis Construction	\$ 388,000



<b>1. DATE ISSUED:</b> 07/21/2015		<b>2. PROGRAM CFDA:</b> 93.224	
<b>3. SUPERSEDES AWARD NOTICE dated:</b> 06/15/2015 <small>except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.</small>			
<b>4a. AWARD NO.:</b> 6 H80CS28346-01-02		<b>4b. GRANT NO.:</b> H80CS28346	
		<b>5. FORMER GRANT NO.:</b>	
<b>6. PROJECT PERIOD:</b> <b>FROM:</b> 05/01/2015 <b>THROUGH:</b> 05/31/2017			
<b>7. BUDGET PERIOD:</b> <b>FROM:</b> 05/01/2015 <b>THROUGH:</b> 05/31/2016			



**NOTICE OF AWARD**  
**AUTHORIZATION (Legislation/Regulation)**  
 Public Health Service Act, Title III, Section 330  
 Public Health Service Act, Section 330, 42 U.S.C. 254b  
 Affordable Care Act, Section 10503  
 Public Health Service Act, Section 330, 42 U.S.C. 254, as amended.  
 Authority: Public Health Service Act, Section 330, 42 U.S.C. 254b, as amended  
 Public Health Service Act, Section 330, 42 U.S.C. 254b, as amended  
 Public Health Service Act, Section 330(e), 42 U.S.C. 254b  
 Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b, as amended) and Section 10503 of The Patient Protection and Affordable Care Act (P.L. 111-148)  
 Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b)  
 Public Health Service Act, Section 330, as amended (42 U.S.C. 254b)

**8. TITLE OF PROJECT (OR PROGRAM):** Health Center Program

**9. GRANTEE NAME AND ADDRESS:**  
 CRAVEN COUNTY GOVERNMENT  
 406 Craven St  
 New Bern, NC 28560-4911  
**DUNS NUMBER:**  
 091564294  
 BHCNIS # 04E01146

**10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR)**  
 Scott Harrelson  
 CRAVEN COUNTY GOVERNMENT  
 Division Line: Craven County Health Department  
 2818 Neuse Blvd  
 New Bern, NC 28562-2850

**11. APPROVED BUDGET:(Excludes Direct Assistance)**  
 Grant Funds Only  
 Total project costs including grant funds and all other financial participation

a. Salaries and Wages :	\$0.00
b. Fringe Benefits :	\$0.00
c. Total Personnel Costs :	\$0.00
d. Consultant Costs :	\$0.00
e. Equipment :	\$0.00
f. Supplies :	\$0.00
g. Travel :	\$0.00
h. Construction/Alteration and Renovation :	\$0.00
i. Other :	\$704,167.00
j. Consortium/Contractual Costs :	\$0.00
k. Trainee Related Expenses :	\$0.00
l. Trainee Stipends :	\$0.00
m. Trainee Tuition and Fees :	\$0.00
n. Trainee Travel :	\$0.00
o. TOTAL DIRECT COSTS :	\$704,167.00
p. INDIRECT COSTS (Rate: % of S&W/TADC) :	\$0.00
q. TOTAL APPROVED BUDGET :	\$704,167.00
i. Less Non-Federal Share:	\$0.00
ii. Federal Share:	\$704,167.00

**12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:**

a. Authorized Financial Assistance This Period	\$704,167.00
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	\$0.00
ii. Offset	\$0.00
c. Unawarded Balance of Current Year's Funds	\$0.00
d. Less Cumulative Prior Awards(s) This Budget Period	\$704,167.00
<b>e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</b>	<b>\$0.00</b>

**13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)**

YEAR	TOTAL COSTS
02	\$650,000.00

**14. APPROVED DIRECT ASSISTANCE BUDGET:(In lieu of cash)**

a. Amount of Direct Assistance	\$0.00
b. Less Unawarded Balance of Current Year's Funds	\$0.00
c. Less Cumulative Prior Awards(s) This Budget Period	\$0.00
<b>d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION</b>	<b>\$0.00</b>

**15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:**  
**A=Addition B=Deduction C=Cost Sharing or Matching D=Other** **[D]**  
 Estimated Program Income: \$0.00

**16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:**  
 a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the recipient when funds are drawn or otherwise obtained from the grant account system.



RESOLUTION GIVING NOTICE TO ALL CANDIDATES  
FOR THE REGISTER OF DEEDS POSITION  
IN CRAVEN COUNTY

The Craven County Board of Commissioners, as authorized by North Carolina General Statute 153A-92, has set the starting salary for the Register of Deeds position as provided below. This will affect the individual elected to this office, when they take office. All other compensation elements including expense allowances are as set forth in the Craven County Personnel Resolution.

The starting salary for the Register of Deeds position will be \$45,000 annually.

This Resolution will not be altered or amended until after the person elected as Register of Deeds in the 2016 election takes office. Thereafter, the Board of Commissioners may adjust the starting salary of the candidate elected upward considering the years of service and performance in related experience of the person elected.

Amber M. Parker  
Human Resources Director  
Craven County Human Resources  
406 Craven Street  
New Bern, NC 28560  
(252) 636-6602

NORTH CAROLINA

**INTERLOCAL AGREEMENT**

CRAVEN AND PAMLICO COUNTIES

This **INTERLOCAL AGREEMENT** is dated the \_\_\_\_ day of \_\_\_\_\_, 2015 and effective as of the 1<sup>st</sup> day of July, 2015 (“Effective Date”) by and between **PAMLICO COUNTY**, a body politic and corporate of the State of North Carolina (hereinafter “Pamlico”); and **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (hereinafter “Craven”).

**RECITALS**

WHEREAS, animal control is an important governmental function, and one which can be the subject of an Interlocal Agreement between units of local government under North Carolina General Statutes Section 160A-460 *et seq.*; and

WHEREAS, Pamlico employs animal control officers to capture at-large Animals in its jurisdiction, and provide the following services: reporting potential of human exposure to rabies through bite reports; rabies testing of potential rabid animals; reduction of the stray Animal population; protecting citizens from the dangers and problems associated with Animals at large and investigating and addressing the inhumane treatment of Animals; and

WHEREAS, Craven operates the Craven County Animal Center, in the course of its regular duties, for the purpose of reducing general animal control problems in the County, including, but not limited to, the provision of the following services: vaccination of incoming Animals; reporting potential of human exposure to rabies through bite reports; quarantine and handling of biting Animals; reduction of the stray Animal population; quarantine of dangerous Animals; protecting citizens from the dangers and problems associated with Animals at large; and investigating and addressing the inhumane treatment of Animals; and

WHEREAS, Pamlico does not operate or otherwise have access to an animal shelter, and desires to utilize the Animal Shelter; and Craven desires to consent to the same; all upon those terms and conditions contained herein; and

WHEREAS, the parties find it mutually desirable to enter into this Agreement to set forth their respective responsibilities and obligations.

NOW, THEREFORE in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

**DEFINITIONS**

“Animal” shall mean those animals accepted by Craven County at the Animal Shelter, by its then existing policies.

“Animal Control Services” shall mean the services provided by Pamlico in response to a call from a citizen that are necessary to effectively carry out Pamlico’s animal control program. Animal Control Services

include but are not limited to: the humane capture of stray, unrestrained, homeless, abandoned, or unwanted Animals and the humane transportation of captured Animals to the Animal Center; response to calls regarding possible rabies exposure; and response to calls regarding Animal bites and scratches, including the initial investigation of such incidents.

“Animal Center” shall mean the facility known as the Craven County Animal Shelter, currently located at 1639 Old Airport Road, New Bern, North Carolina, which shelters or legally impounds Animals that are being held for bite quarantine or protective custody holds, as well as stray, homeless, abandoned, or unwanted Animals. Relocation of this facility shall not change or void this Interlocal Agreement.

Any word or phrase not specifically defined herein shall have as its meaning the ordinary and commonly understood meaning except for specific animal control or veterinary terms.

### **RESPONSIBILITIES OF CRAVEN COUNTY**

Craven agrees to provide, by and through its operation of the Animal Shelter, housing, feeding, adoptive services, impoundment, shelter veterinary services, and final disposition for Animals, all of which services shall conform to applicable federal and state law and to Craven County rules, regulations, ordinances, standards, and policies internal to the Animal Shelter, provided that the Animals are delivered by Pamlico to the premises of the Animal Shelter in conformance with this Interlocal Agreement.

Craven agrees to invoice Pamlico quarterly for all sums due to it under this Interlocal Agreement, accompanied by a quarterly statement of operations and expenses.

### **RESPONSIBILITIES OF PAMLICO COUNTY**

Pamlico shall cooperate with Craven in the provision of Animal Control Services that result in the intake of Animals at the Animal Shelter of Animals from Pamlico County, including, but not limited to the following: furnishing to the Animal Shelter any and all information comprising due diligence about the ownership of a collected Animal; providing Rabies Vaccination Certificates for each Animal delivered to the Animal Shelter if the certificate is available to Pamlico; providing to the Animal Center any history of the Animal known to Pamlico, including medical or behavioral history; providing to the Animal Shelter the name and address of any person reporting an Animal bite; providing to the Animal Shelter the name and address of any possible victims of an Animal bite or injury known to Pamlico; notifying the Animal Shelter whether or not the Animal is suspected of having rabies; providing a completed copy of any forms required by Craven.

Pamlico shall be responsible for the preparation of rabies specimens for the Animals it brings to the Animal Shelter, as well as for the preparation and cost of necropsy services if performed by an outside diagnostic lab.

Representatives of Pamlico may not, under any circumstances, remove an Animal from the Animal Shelter without the express authorization of the Craven County Animal Services Director or designee.

Pamlico agrees to furnish additional information to the Animal Shelter in a timely manner upon request.

Pamlico agrees that the services provided within this Interlocal Agreement pertain only to Animals as defined in this Interlocal Agreement.

Pamlico understands that the Animal Shelter operates under the direction of the Animal Services Director pursuant to the ordinances, rules and internal policies of Craven County; and that the Animals delivered to the Animal Center shall be boarded in accordance with those ordinances, rules, and internal policies.

From the Effective Date of this Agreement through June 30, 2016, Pamlico shall pay to Craven a flat fee of \$5,500.00 per quarter. Thereafter, effective on July 1 of each calendar year for which this Interlocal Agreement is still in effect, the parties agree that the quarterly fee paid by Pamlico to Craven shall be determined as follows: Craven shall determine its Animal Shelter operating expenses for the last completed fiscal year for which such information is available; and upon such determination, Pamlico shall pay to Craven a flat fee of eight percent (8.0%) of the same, payable in equal quarterly installments.

In addition to the flat fee set out above, Pamlico agrees that, in order to maintain a high quality of animal care for the volume of Animals delivered to the Animal Shelter, any services that Pamlico requests regarding longer holding periods than provided by Craven County policies must be paid for on a *per diem* basis, by Pamlico, to cover normal and customary costs, as well as any additional costs incurred because Pamlico failed to submit any required documentation for bite quarantines, court cases and other documentation when such failure leads to extended lengths of stay for any Animal.

For capital expenditures incurred by Craven in the operation of the Animal Shelter, Pamlico County shall not be required to contribute to the same unless it consents in writing, which consent shall not be unreasonably withheld. Further, under any circumstance, Pamlico County shall only be required to contribute to those capital expenditures directly related to daily operation of the Animal Shelter and that only affect Pamlico County's Animal Control operations. Pamlico County will be apprised of Capital Expenditures that might affect its budget(s) before these capital expenditures occur.

#### **TERM, TERMINATION, AND RENEWAL**

The term of this Interlocal Agreement is for five (5) years from the Effective Date (the "Term"), unless earlier terminated as provided herein.

This Interlocal Agreement will automatically renew on an annual basis after the Term unless terminated by the parties as set forth herein. Any renewal years will be included in the definition of Term.

By Mutual Agreement: This Interlocal Agreement may be terminated at any time by mutual agreement.

By Either Party: This Interlocal Agreement may be terminated by either party upon one hundred eighty (180) days written notice by the terminating party to the other party.

If this Interlocal Agreement is terminated for any reason, no Animals from Pamlico shall be accepted at the Animal Shelter until another agreement is reached between the parties.

### **GENERAL APPORTIONMENT OF RESPONSIBILITY AND IMMUNITY**

In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of North Carolina, without, however, waiving any governmental immunity available to any party individually under North Carolina law. Each party shall be responsible for its sole negligence. The provisions of this Agreement are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

### **GENERAL PROVISIONS**

Severability Clause: The parties intend for the various provisions of this Interlocal Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.

This Interlocal Agreement may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

Each party has the full power and authority to enter into and perform this Interlocal Agreement, and the person signing this Interlocal Agreement on behalf of each party has been properly authorized and empowered to enter into this Interlocal Agreement. The persons executing this Interlocal Agreement hereby represent that they have authorization to sign on behalf of their respective unit of local government.

This Interlocal Agreement shall be interpreted in accordance with the laws of the State of North Carolina.

This Interlocal Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by any of the parties to any other party or parties.

Notice to any party shall be sufficient if sent in writing; postage pre-paid, registered or certified mail, or via e-mail, to the county manager of the parties.

IN TESTIMONY WHEREOF, the parties have caused this instrument to be executed in their corporate names by their respective Chairmen and their corporate seal to be affixed and attested by their respective Clerks, all as of the day and year first above written.

**CRAVEN COUNTY**

(County Seal)

By

\_\_\_\_\_  
STEVE TYSON, Chair  
Craven County Board of Commissioners

ATTEST:

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

**PAMLICO COUNTY**

(County Seal)

By

\_\_\_\_\_  
PAT PRESCOTT, Chair  
Pamlico County Board of Commissioners

ATTEST:

\_\_\_\_\_  
COURTNEY L. NORFLEET  
Clerk to the Board

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

\_\_\_\_\_  
William Fentress  
Pamlico County Finance Officer



**§ 7B-1407. Local Teams; composition.**

(a) Each Local Team shall consist of representatives of public and nonpublic agencies in the community that provide services to children and their families and other individuals who represent the community. No single team shall encompass a geographic or governmental area larger than one county.

(b) Each Local Team shall consist of the following persons:

- (1) The director of the county department of social services and a member of the director's staff;
- (2) A local law enforcement officer, appointed by the board of county commissioners;
- (3) An attorney from the district attorney's office, appointed by the district attorney;
- (4) The executive director of the local community action agency, as defined by the Department of Health and Human Services, or the executive director's designee;
- (5) The superintendent of each local school administrative unit located in the county, or the superintendent's designee;
- (6) A member of the county board of social services, appointed by the chair of that board;
- (7) A local mental health professional, appointed by the director of the area authority established under Chapter 122C of the General Statutes;
- (8) The local guardian ad litem coordinator, or the coordinator's designee;
- (9) The director of the local department of public health; and
- (10) A local health care provider, appointed by the local board of health.

(c) In addition, a Local Team that reviews the records of additional child fatalities shall include the following five additional members:

- (1) An emergency medical services provider or firefighter, appointed by the board of county commissioners;
- (2) A district court judge, appointed by the chief district court judge in that district;
- (3) A county medical examiner, appointed by the Chief Medical Examiner;
- (4) A representative of a local child care facility or Head Start program, appointed by the director of the county department of social services; and
- (5) A parent of a child who died before reaching the child's eighteenth birthday, to be appointed by the board of county commissioners.

(d) The Team Coordinator shall serve as an ex officio member of each Local Team that reviews the records of additional child fatalities. The board of county commissioners may appoint a maximum of five additional members to represent county agencies or the community at large to serve on any Local Team. Vacancies on a Local Team shall be filled by the original appointing authority.

(e) Each Local Team shall elect a member to serve as chair at the Team's pleasure.

(f) Each Local Team shall meet at least four times each year.

(g) The director of the local department of social services shall call the first meeting of the Community Child Protection Team. The director of the local department of health, upon consultation with the Team Coordinator, shall call the first meeting of the Child Fatality Prevention Team. Thereafter, the chair of each Local Team shall schedule the time and place of meetings, in consultation with these directors, and shall prepare the agenda. The chair shall schedule Team meetings no less often than once per quarter and often enough to allow adequate review of the cases selected for review. Within three months of election, the chair shall participate in the appropriate training developed under this Article. (1993, c. 321, s. 285(a); 1997-443, s. 11A.100; 1997-456, s. 27; 1997-506, s. 52; 1998-202, s. 6.)

**RESOLUTION**

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by it identified as Tax Parcel Number 8-012-148, and more particularly described in Deed Book 3186 at Page 391 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 7<sup>th</sup> DAY OF DECEMBER, 2015.

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STEVE TYSON, Chairman

(County Seal)

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GWENDOLYN BRYAN,  
Clerk to the Board

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Edmund Harvey McGovern Sr., 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: 619 Second Ave

Subdivision Name: \_\_\_\_\_

Tax Parcel ID No.: 8-012-148

Plat Reference: \_\_\_\_\_

Being all of that property more particularly described in Deed Book 3186, Page 0291 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$3,000 and shall be paid as follows:

(a) \$ 300 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) \$ 2,700 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 Edmund Harvey McGovern Sr.

**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 EHM 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.

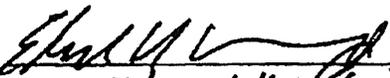
**17. SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

**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:

(If an individual)

 (SEAL)  
Name: Edmund U. McGovern Jr.  
Date: 10/28/15

(If a business entity)

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

SELLER

CRAVEN COUNTY

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

CITY OF NEW BERN

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

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

### Craven County Geographic Information System

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

This report was created by Craven County GIS reporting services on 10/28/2015 3:06:49 PM

**Parcel ID :** 8-012 -148  
**Owner :** CRAVEN COUNTY & NEW BERN-CITY OF  
**Mailing Address :** PO BOX 1128 NEW BERN NC 28563  
**Property Address :** 619 SECOND AVE  
**Description :** 619 SECOND AVE; LOT 73 WEST END  
**Lot Description :**



---

**Assessed Acreage :** 0.088      **Calculated Acreage :** 0.090  
**Deed Reference :** 3186-0391      **Recorded Date :** 4 16 2013  
**Recorded Survey :**  
**Estate Number :**  
**Land Value :** \$4,100      **Tax Exempt :** Yes  
**Improvement Value :** \$14,010      **# of Improvements :** 1  
**Total Value :** \$18,110  
**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
4/16/2013	DILLAHUNT, MICHAEL HRS	CRAVEN.COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$5,500

#### List of Improvements to Site

Type of Structure	Year Built	Base Area 1st Floor	Value
RESIDENTIAL CONSTRUCTION	1966	801	\$14,010



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

1 inch equals 54 feet



Image ID: 00002222527 Type: CRP  
 Recorded: 04/16/2013 at 12:27:51 PM  
 Fee Amt: \$37.00 Page 1 of 2  
 Revenue Tax: \$11.00  
 Workflow# 0000091201-0001  
 Craven, NC  
 Sherri B. Richard Register of Deeds  
 BK 3186 Pg 391

Prepared by: Zacchaeus Legal Services

Revenue Stamps \$11.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

ID# 8 012 148

This deed, made this 8 day of April, 2013, by MARK D. BARDILL, Commissioner, to the County of Craven and the City of New Bern, North Carolina, 406 Craven Street, New Bern, NC 28560.

WITNESSETH:

That whereas the said MARK D. BARDILL was appointed Commissioner under an order of the District Court, in the tax foreclosure proceeding entitled Craven County versus Michael L. Dillahunt and spouse, if any and The City of New Bern, et al, File No. 07-CVD-1461; and said MARK D. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK D. BARDILL, Commissioner, did on the 5th day of February, 2013, offer the land hereinafter described at a public sale at the Craven County Courthouse door, in New Bern, North Carolina, and then and there the said County of Craven and the City of New Bern became the last and highest bidder for said land for the sum of \$5,442.17; and no upset or increased bid having been made within the time allowed by law, and said sale having been confirmed by said Court, and said MARK D. BARDILL, Commissioner, having been ordered to execute a deed to said purchaser upon payment of the purchase money;

Now, therefore, for and in consideration of the premises and the sum of \$5,442.17, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said County of Craven and the City of New Bern, and their successors, heirs and assigns that certain parcel or tract of land, situated in Number Eight Township, Craven County, North Carolina, and described as follows:

All that certain tract or parcel of land lying and being situate in the City of New Bern, Craven County, North Carolina and more particularly described as follows:

In the City of New Bern, Craven County, North Carolina in that certain portion of said City known as West End and known as house and Lot Number 73 located on Second Avenue, according to the plan of said West End, duly recorded in Book 187 page 3, to which reference is hereby made for a more particular description.

Subject to restrictive covenants and easements of record.

Parcel Number: 8 012 148

To have and to hold the aforesaid tract of land, to the said County of Craven and the City of New Bern, and their successors, heirs and assigns forever, in as full and ample manner as said MARK D. BARDILL, Commissioner as aforesaid, is authorized and empowered to convey the same.

Handwritten initials: ADP

The title conveyed by this Commissioner's Deed is held pursuant to 105-376, with the County of Craven having disbursed \$1,941.79 and the City of New Bern having disbursed \$757.88 in reimbursable costs, that taxes, interest and penalties due the County of Craven which constitute a 1st and prior lien as of the date of sale total \$1,295.71, that taxes, interest and penalties due the City of New Bern which constitute a 1st and prior lien as of the date of sale total \$753.88, and that taxes, interest and penalties due the City of New Bern for demolition assessments which constitute an inferior lien as of the date of sale total \$1,295.71. Upon subsequent sale of the property, the proceeds will be distributed between the County of Craven and the City of New Bern pursuant to Section 105-376.

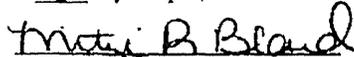
In witness whereof, the said MARK D. BARDILL, Commissioner, hath hereunto set his hand and seal.

 (SEAL)  
MARK D. BARDILL, Commissioner

NORTH CAROLINA  
CRAVEN COUNTY

I, Mitzi R. Bland of said County, do hereby certify that MARK D. BARDILL, Commissioner, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and official seal this the 8 day of April, 2013.

  
Notary Public

My commission expires: 02/12/2017

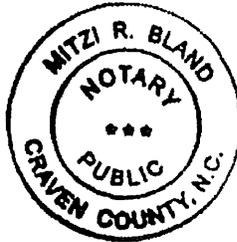


Image ID: 0000222628 Type: CRP  
Page 2 of 2

BK 3186 PG 392

**RESOLUTION**

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by it identified as Tax Parcel Number 8-012-191, and more particularly described in Deed Book 2534 at Page 730 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 7<sup>th</sup> DAY OF DECEMBER, 2015.

---

STEVE TYSON, Chairman

(County Seal)

---

GWENDOLYN BRYAN,  
Clerk to the Board

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

Craven County

Edmund Harvey McGovern Jr., 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: 702 Second Ave

Subdivision Name: [REDACTED]

Tax Parcel ID No.: 8-012-191

Plat Reference: \_\_\_\_\_

Being all of that property more particularly described in Deed Book 2534, Page 0730 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 5,000 and shall be paid as follows:

(a) \$ 500, 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) \$ 4,500, 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 Edmund Harvey McGovern Jr.  
**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 EMHJr 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:

(If an individual)

Edmund H. McGovern Jr. (SEAL)  
Name: Edmund H. McGovern Jr.  
Date: 10/28/15

SELLER

CRAVEN COUNTY

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

(If a business entity)

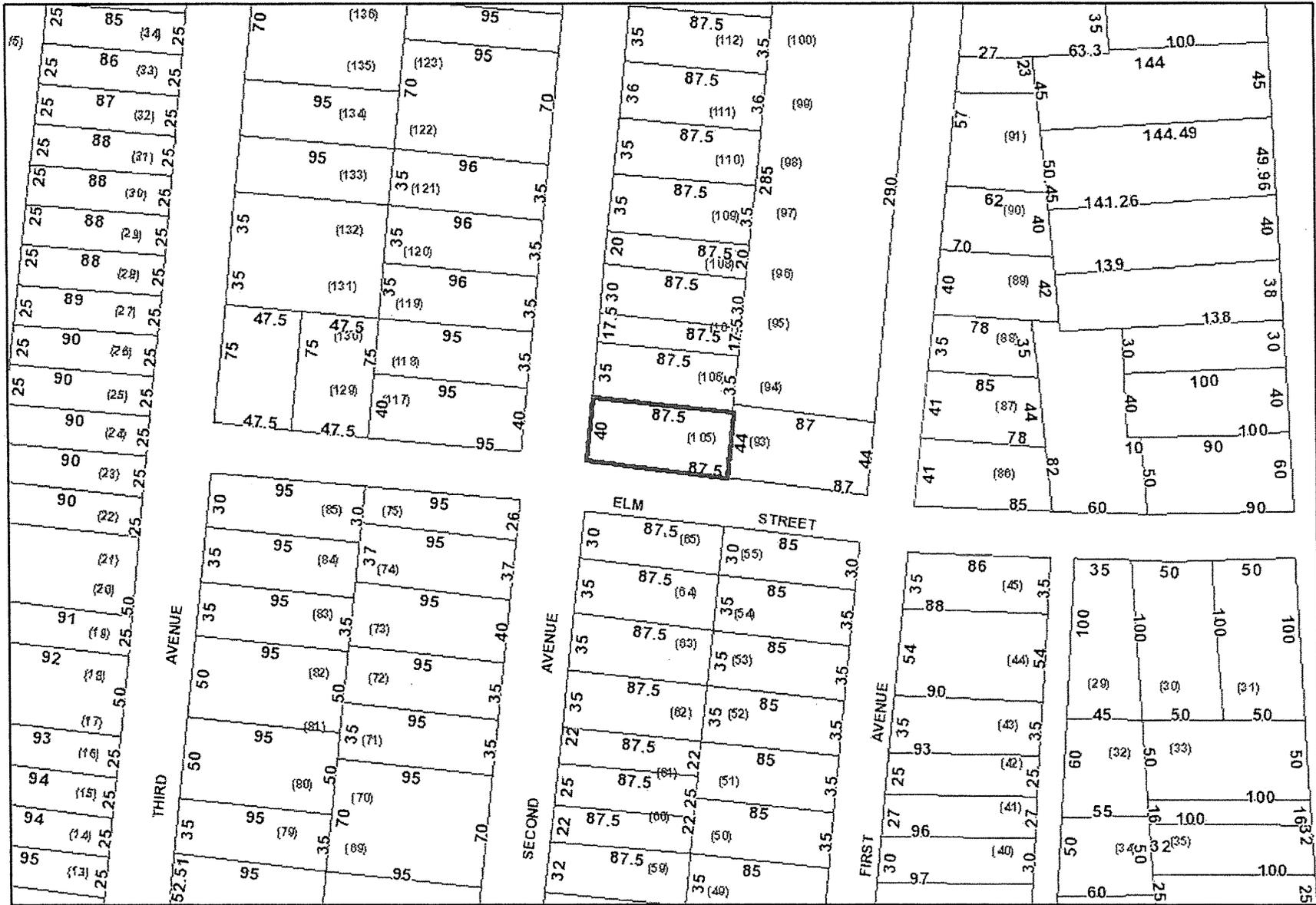
CITY OF NEW BERN

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

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

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





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

1 inch equals 82 feet





Image ID: 000001058850 Type: CRP  
Recorded: 11/21/2006 at 09:28:33 AM  
Fee Amt: \$25.00 Page 1 of 2  
Excise Tax: \$8.00  
Craven, NC  
Sherril B. Richard Register of Deeds

BK **2534** PG **730**

✓ Prepared by: **Zacchaeus Legal Services**

Revenue Stamps: \$ 8.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

COMMISSIONER'S DEED  
(Title Jointly Held Between the County of Craven  
& The City of New Bern  
Pursuant to N.C.G.S. Section 105-376)  
**ID# 8 012 191**

This deed, made this 6th day of November, 2006, by MARK D. BARDILL, Commissioner, to the County of Craven and the City of New Bern, North Carolina, as joint tenants pursuant to N.C.G.S. Section 105-376.

WITNESSETH:

That whereas the said MARK D. BARDILL was appointed Commissioner under an order of the District Court, in the tax foreclosure proceeding entitled Craven County versus Progress Brotherhood Association of New Bern, et al, File No. 04-CVD-572; and said MARK D. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK D. BARDILL, Commissioner, did on the 25th day of August, 2006, offer the land hereinafter described at a public sale at the Craven County Courthouse door, in New Bern, North Carolina, and then and there the said County of Craven and the City of New Bern became the last and highest bidder for said land for the sum of \$3,652.60; and no upset or increased bid having been made within the time allowed by law, and said sale having been confirmed by said Court, and said MARK D. BARDILL, Commissioner, having been ordered to execute a deed to said purchaser upon payment of the purchase money;

Now, therefore, for and in consideration of the premises and the sum of \$3,652.60, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said County of Craven and the City of New Bern, its successors and assigns, that certain parcel or tract of land, situated in the City of New Bern, Craven County, North Carolina, and described as follows:

BEGINNING at the intersection of the northeastern corner of Second Avenue and Elm Streets, and running northwardly along the said Second Avenue 40 feet; thence eastwardly and parallel with Elm Street 80 feet; thence Southwardly and parallel with Second Avenue 40 feet to Elm Street; thence Westwardly along the lines of Elm Street to Second Avenue, the place of beginning. The said lot carved out of a plot designated

10/31

as Lot No. 105, same lot being conveyed by T.A. Uzzell, et als to I.P. Hutch, recorded in Book 187, Page 3, and Book 192, Page 511, and being the same property conveyed by Anthony Walston to Mary Spellman WALston by deed dated January 31, 1949 and recorded in Book 426, Page 421, Records of Craven County.

Being the same lot or parcel of land conveyed by deed dated September 15, 1950, from Mary Spellman Walston to the Trustees of New Bern Golden Link Lodge NO. 1634 Grand United Order of Oddfellows, and recorded in Book 447, Page 40, Craven County Registry.

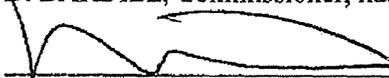
Subject to restrictive covenants and easements of record.

**Parcel Number: 8 012 191**

To have and to hold the aforesaid tract of land, to the said County of Craven and the City of New Bern, and its successors and assigns, forever, in as full and ample manner as said MARK D. BARDILL, Commissioner as aforesaid, is authorized and empowered to convey the same.

The title conveyed by this Commissioner's Deed is held pursuant to Section 105-376, with the County of Craven having disbursed \$851.85 and the City of New Bern having disbursed \$455.61 in reimbursable costs, that taxes, interest and penalties due the County of Craven which constitute a 1st and prior lien as of the date of sale total \$711.67, that taxes, interest and penalties due the City of New Bern which constitute a 1st and prior lien as of the date of sale total \$580.47, and that taxes, interest and penalties due the City of New Bern for demolition assessments which constitute an inferior lien as of the date of sale total \$1,078.00. Upon subsequent sale of the property, the proceeds will be distributed between the County of Craven and the City of New Bern pursuant to Section 105-376.

In witness whereof, the said MARK D. BARDILL, Commissioner, hath hereunto set his hand and seal.

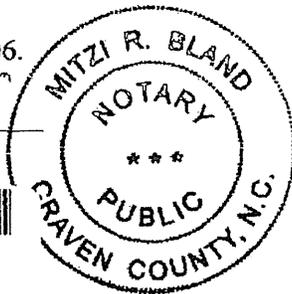
 (SEAL)  
MARK D. BARDILL, Commissioner

NORTH CAROLINA  
CRAVEN COUNTY

I, MITZI R BLAND of said County, do hereby certify that MARK D. BARDILL, Commissioner, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and official seal this the 8 day of November, 2006.

  
Notary Public



My commission expires: 02/12/2007



Image ID: 000001058851 Type: CRP  
Page 2 of 2

BK **2534** PG **731**

**RESOLUTION**

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by it identified as Tax Parcel Number 8-008-166, and more particularly described in Deed Book 3217 at Page 288 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 7<sup>th</sup> DAY OF DECEMBER, 2015.

---

STEVE TYSON, Chairman

(County Seal)

---

GWENDOLYN BRYAN,  
Clerk to the Board

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Queen Street Development Corp, 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: 408 Suttons Alley  
Subdivision Name: \_\_\_\_\_  
Tax Parcel ID No.: 8-008-166  
Plat Reference: \_\_\_\_\_

Being all of that property more particularly described in Deed Book 3217, Page 028 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 1000.00 and shall be paid as follows:

(a) \$ 50.00, 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) \$ 150.00, 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 Queen Street Development Corp.

**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 QSD 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

\_\_\_\_\_ (SEAL)

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

Name: \_\_\_\_\_

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

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

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

(If a business entity)

CITY OF NEW BERN

By: Constance Z. Sifrens  
Queen Street Development Corp (SEAL)

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

Its: President

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

Date: 11-6-15

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

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

### Craven County Geographic Information System

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

This report was created by Craven County GIS reporting services on 11/4/2015 3:17:45 PM

**Parcel ID :** 8-008 -166  
**Owner :** CRAVEN COUNTY & NEW BERN-CITY  
**Mailing Address :** 406 CRAVEN ST NEW BERN NC 28560  
**Property Address :** 408 SUTTONS ALLEY  
**Description :** 410 SUTTON ALLEY  
**Lot Description :**



---

**Assessed Acreage :** 0.030                      **Calculated Acreage :** 0.030  
**Deed Reference :** 3217-0288              **Recorded Date :** 7 30 2013  
**Recorded Survey :**  
**Estate Number :**  
**Land Value :** \$3,000                      **Tax Exempt :** Yes  
**Improvement Value :** \$0                      **# of Improvements :** 0  
**Total Value :** \$3,000  
**City Name :** NEW BERN              **Fire tax District :**  
**Drainage District :**                      **Special District :**  
**Land use :** SERV-GOVERNMENT OWNED, EXEMPT

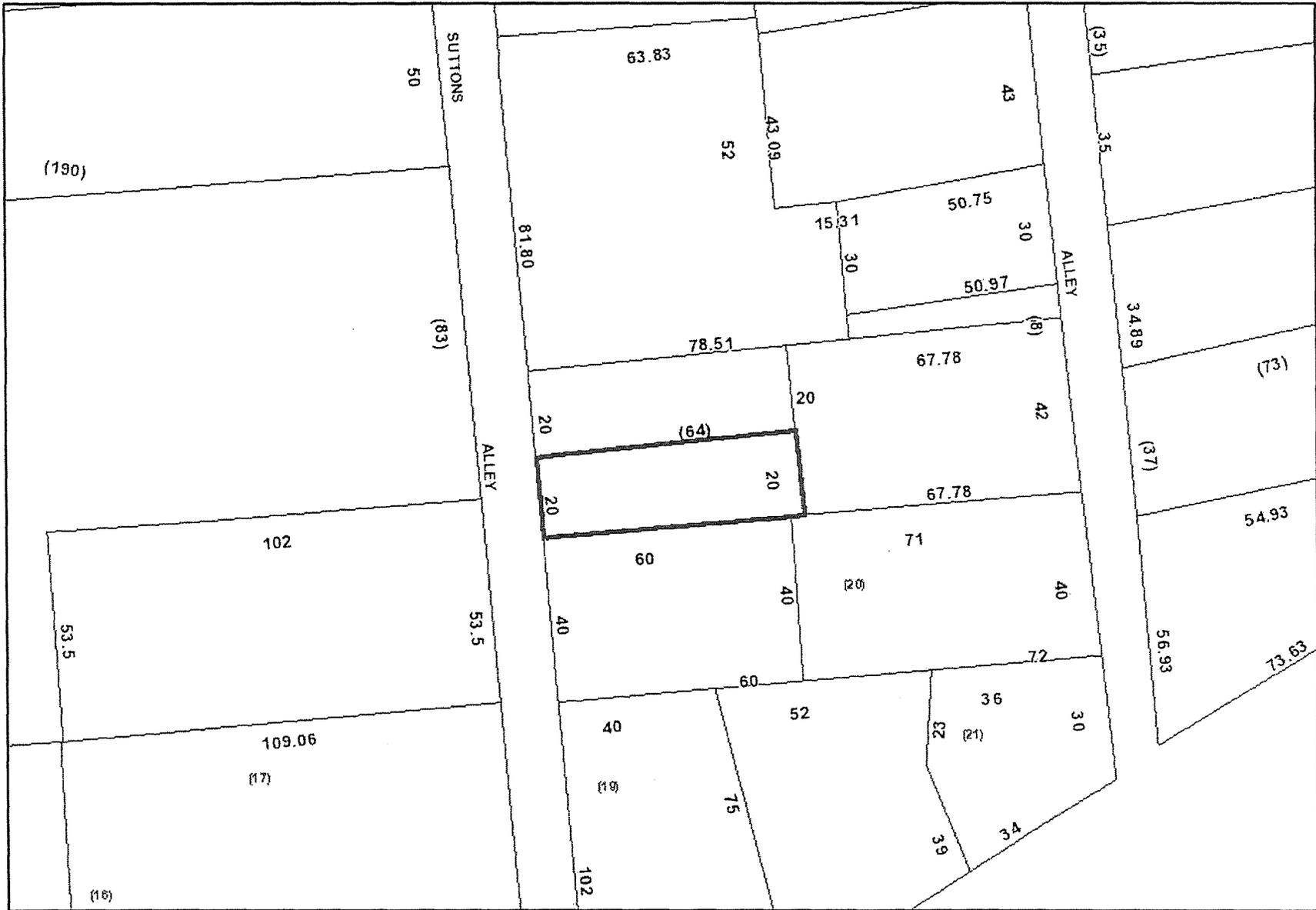
#### Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
7/30/2013	HATCH, EDNA	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$4,500

#### List of Improvements to Site

No improvements listed for this parcel

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

1 inch equals 33 feet



Image ID: 000002256128 Type: CRP  
Recorded: 07/30/2013 at 10:53:16 AM  
Fee Amt: \$35.00 Page 1 of 2  
Revenue Tax: \$9.00  
Workflow# 0000088036-0001  
Craven, NC  
Sherril B. Richard Register of Deeds  
BK 3217 PG 288

Prepared by: Zacchaeus Legal Services

Revenue Stamps \$9.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

ID# 8 008 166

This deed, made this 21<sup>st</sup> day of July, 2013, by MARK D. BARDILL, Commissioner, to the County of Craven and the City of New Bern, 406 Craven Street, North Carolina, 28560.

WITNESSETH:

That whereas the said MARK D. BARDILL was appointed Commissioner under an order of the District Court, in the tax foreclosure proceeding entitled Craven County versus Willie Martin Hatch and spouse, if any, Elnora Johnson and spouse, if any, Robert Hatch and spouse, if any, Willie Martin Hatch, Jr. and spouse, if any and the City of New Bern, et al, File No. 06-CVD-1995; and said MARK D. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK D. BARDILL, Commissioner, did on the 11th day of June, 2013, offer the land hereinafter described at a public sale at the Craven County Courthouse door, in New Bern, North Carolina, and then and there the said County of Craven and the City of New Bern became the last and highest bidder for said land for the sum of \$4,082.81; and no upset or increased bid having been made within the time allowed by law, and said sale having been confirmed by said Court, and said MARK D. BARDILL, Commissioner, having been ordered to execute a deed to said purchaser upon payment of the purchase money;

Now, therefore, for and in consideration of the premises and the sum of \$4,082.81, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said County of Craven and the City of New Bern, and their successors, heirs and assigns that certain parcel or tract of land, situated in Number Eight Township, Craven County, North Carolina, and described as follows:

A certain tract or parcel of land in the City of New Bern, Craven County, State of North Carolina, adjoining the lands formerly owned by William Colligan, bounded as follows, viz: Situated in the City of New Bern in that portion known as Forbes land and Clitherell land and on Scotts Alley, beginning at the corner of the lot of land formerly owned by William Colligan (see record of deeds of said County, Book 83, Page 253) and runs North with Scott's Alley Forty One feet (41'); thence Eastward Sixty feet (60'); thence Southward Forty One feet (41'); thence Westward Sixty feet (60') to the beginning, the said lot and premises bearing the City number Thirteen (13) according to the numbering of house premises. Further described as the whole of the same land conveyed by Geo. B. Clitherell and others to Sopronia Jones by deed in same records in Book 84, Page 327, and is the same devised to Patsy Collins and Minerva Jones, by Will recorded in said County Book of Wills G, Page 406 and 407 to which,

*Acct*

refer; being No. 20 in a deed to Dill & Co., recorded in Book 265, Page 200.  
LESS AND EXCEPTING that property as described in that deed from Minerva Jones to The Standard Building and Loan Association, dated December 6, 1910, and recorded in Deed Book 186, Page 23, Craven County Registry.  
Subject to restrictive covenants and easements of record.  
Parcel Number: 8 008 166

To have and to hold the aforesaid tract of land, to the said County of Craven and the City of New Bern, and their successors, heirs and assigns forever, in as full and ample manner as said MARK D. BARDILL, Commissioner as aforesaid, is authorized and empowered to convey the same.

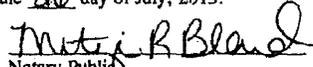
The title conveyed by this Commissioner's Deed is held pursuant to 105-376, with the County of Craven having disbursed \$2,313.68 and the City of New Bern having disbursed \$816.47 in reimbursable costs, that taxes, interest and penalties due the County of Craven which constitute a 1st and prior lien as of the date of sale total \$640.10, that taxes, interest and penalties due the City of New Bern which constitute a 1st and prior lien as of the date of sale total \$347.57, and that taxes, interest and penalties due the City of New Bern for demolition assessments which constitute an inferior lien as of the date of sale total \$0.00. Upon subsequent sale of the property, the proceeds will be distributed between the County of Craven and the City of New Bern pursuant to Section 105-376.

In witness whereof, the said MARK D. BARDILL, Commissioner, hath hereunto set his hand and seal,

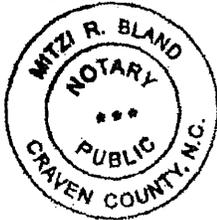
  
(SEAL)  
MARK D. BARDILL, Commissioner

NORTH CAROLINA  
CRAVEN COUNTY

I, Mitzi R. Bland of said County, do hereby certify that MARK D. BARDILL, Commissioner, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.  
Witness my hand and official seal this the 26<sup>th</sup> day of July, 2013.

  
Notary Public

My commission expires: 02/12/2017



**RESOLUTION**

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by it identified as Tax Parcel Number 8-013-136, and more particularly described in Deed Book 3339 at Page 122 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 7<sup>th</sup> DAY OF DECEMBER, 2015.

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

(County Seal)

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

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Charles W. Petersen, Jr., 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: 1419 Garfield Street  
Subdivision Name: \_\_\_\_\_  
Tax Parcel ID No.: B-013-134  
Plat Reference: \_\_\_\_\_

Being all of that property more particularly described in Deed Book 3339, Page 122 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 1300 and shall be paid as follows:

(a) \$ ~~165.00~~ 80.00 C.P., 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) \$ ~~1235.00~~ 1200.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:** C.P.

(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 Charles W. Petersen, Jr.

**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 C.P. P 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:

(If an individual)

Charles W. Petersen, Jr. (SEAL)  
Name: Charles W. Petersen, Jr.  
Date: 10/19/15

SELLER

CRAVEN COUNTY

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

(If a business entity)

CITY OF NEW BERN

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

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

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

### Craven County Geographic Information System

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

This report was created by Craven County GIS reporting services on 10/28/2015 2:55:13 PM

Parcel ID : 8-013 -136  
Owner : CRAVEN COUNTY & NEW BERN-CITY  
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560  
Property Address : 1419 GARFIELD ST  
Description : 11-12 GREEN HEIGHTS  
Lot Description :



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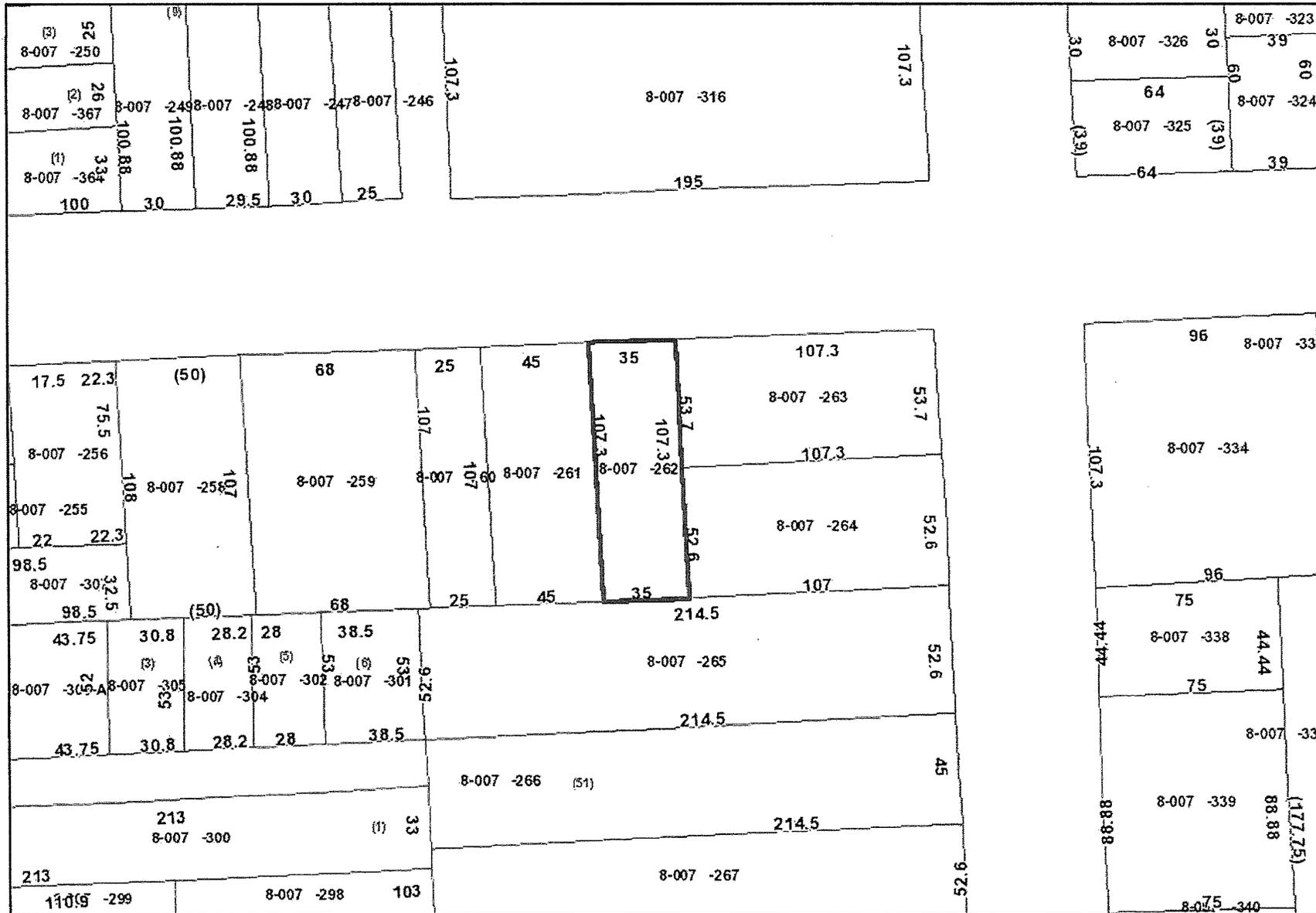
Assessed Acreage : 2.660                      Calculated Acreage : 2.660  
Deed Reference : 3339-0122                      Recorded Date : 3 3 2015  
Recorded Survey :  
Estate Number :  
Land Value : \$6,730                      Tax Exempt : Yes  
Improvement Value : \$0                      # of Improvements : 0  
Total Value : \$6,730  
City Name : NEW BERN                      Fire tax District :  
Drainage District :                      Special District :  
Land use : RESIDENTIAL - ONE FAMILY UNIT

#### Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
3/3/2015	DECKER, DAVID S	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$7,000
4/30/1997	PEARSALL, FLOYD R & TINGLE, EDITH P	TINGLE, EDITH P & DECKER, DAVID S	STRAIGHT TRANSFER	\$10,000
4/30/1997	TINGLE, EDITH P & DECKER, DAVID S	DECKER, DAVID S	STRAIGHT TRANSFER	\$0
3/26/1979	PEARSALL, DIANA MAE D	PEARSALL, DIANA MAE D HEIRS	STRAIGHT TRANSFER	\$0
3/26/1979	PEARSALL, DIANA MAE D	PEARSALL, FLOYD R & TINGLE, EDITH P	STRAIGHT TRANSFER	\$0

#### List of Improvements to Site

No improvements listed for this parcel



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

1 inch equals 54 feet





Image ID: 00002488207 Type: CRP  
Recorded: 08/28/2015 at 09:48:05 AM  
Fee Amt: \$28.00 Page 1 of 5  
Revenue Tax: \$0.00  
Workflow# 0000140504-0001  
Craven, NC  
Sherril B. Richard Register of Deeds

BK 3381 PG 491

Prepared by and return to:

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

Tax Parcel # 8-007-262  
Revenue Stamps \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

**QUITCLAIM DEED**

THIS QUITCLAIM DEED, made this 11<sup>th</sup> day of August, 2015, by and between the CITY OF NEW BERN, a municipal corporation of the State of North Carolina, and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina ("Grantors"); to ELIZABETH GREEN, whose mailing address is 733 Bern Street, New Bern NC 28560, ("Grantee");

WITNESSETH:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

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

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

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



**CITY OF NEW BERN**

By:   
Mayor

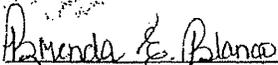
  
Deputy City Clerk



Image ID: 00002488208 Type: CRP  
Page 2 of 5

BK 3381 pg 492

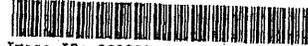


Image ID: 000002488209 Type: CRP  
Page 3 of 5

BK 3381 PG 493

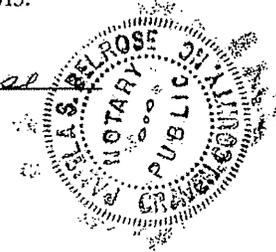
STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Pamela S. Belrose, Notary Public in and for said County and State, do hereby certify that on the 11 day of August, 2015, before me personally appeared DANA E. OUTLAW, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA BLANCO is the Deputy City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the 11 day of August, 2015.

Pamela S. Belrose  
Notary Public



My Commission Expires:

9-10-16

Image ID: 00002488210 Type: CRP  
Page 4 of 5  
BK 3381 PG 494



CRAVEN COUNTY

By: Steve Tyson  
Chairman, Craven County Board of  
Commissioners

M. S. Scales, Jr.  
Clerk, Craven County Board of  
Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Alison J. Newcombe Notary Public in and for said County and State, do hereby certify that on the 21<sup>st</sup> day of August, 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 21<sup>st</sup> day of August, 2015.

Alison J. Newcombe  
Notary Public

My Commission Expires:  
June 1, 2019

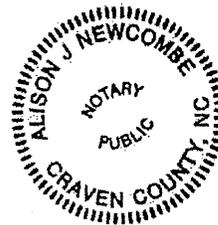




Image ID: 000002488211 Type: CRP  
Page 5 of 5

BK **3381** Pg **495**

EXHIBIT A

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

Being also that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed recorded March 9, 2012 in Book 3071 at Page 182 of the Craven County Registry.

Subject to restrictive covenants and easements of record.