

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
TUESDAY, JANUARY 19, 2016
8:30 A.M.**

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

1. CONSENT AGENDA
 - A. Minutes of January 4, 2016 for Approval
 - B. Tax Releases and Refunds
 - C. Request to Set Close-Out Public Hearing for the FY12 CDBG Infrastructure Program

DEPARTMENTAL MATTERS

2. HEALTH: Jennifer Blackmon, Human Services Deputy Director
 - A. Budget Amendment – Additional State Funds Awarded
 - B. New Fee Recommendations
3. SOCIAL SERVICES: Alfreda Stout, Deputy Director
 - A. Budget Amendment to Add HCCBG Funding Received
 - B. Budget Amendment to Increase Line Item Due to Anticipated Donations to the Sunshine Center
 - C. Budget Amendment – Social Services Line Item
 - D. Budget Amendment – Additional Low Income Energy Assistance Program Funding Received
4. EMERGENCY SERVICES – EMS/RESCUE GRANTS COUNTY MATCH: Stanley Kite, Emergency Services Director
 - A. No. 9 Township Fire and Rescue
 - B. No. 7 Township Fire and Rescue
 - C. Vanceboro Rescue Squad
 - D. Ft. Barnwell Rescue Squad
5. DISCUSSION OF PROPOSED DRAFT RESOLUTION ON REFUGEES FROM TERRORIST NATIONS: Commissioner Dacey
6. APPOINTMENTS

7. COUNTY ATTORNEY'S REPORT: Jim Hicks
8. COUNTY MANAGER'S REPORT: Jack Veit
9. COMMISSIONERS' REPORTS
10. RECESS TO RECONVENE IN SUPERIOR COURTROOM #1 AT 10:30 A.M.
WITH JUDGE ALFORD TO VIEW VIDEO ARRAIGNMENT PROCESS

Agenda Date: January 19, 2016

Presenter: _____

Agenda Item No. 1

Board Action Required or Considered: Yes

CONSENT AGENDA

A. MINUTES OF JANUARY 4, 2016 FOR APPROVAL

The Board will be requested to approve the minutes of January 4, 2016 Regular Session.

B. TAX RELEASES AND REFUNDS

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

C. REQUEST TO SET CLOSE-OUT PUBLIC HEARING FOR THE FY12 CDBG INFRASTRUCTURE PROGRAM

The Craven County Planning Department is requesting to set a public hearing on February 1st, 2016 at 7:00 p.m. The purpose of this public hearing is to review the budget and activities that have been accomplished through the County's FY12 CDBG Infrastructure Project. The program activities are complete and the County is in the process of closing out the grant. The program accomplishments included new water service to Henderson-Godette Road in the Harlowe area and substantial sewer improvements within the James City area. Total cost of activities was \$727,358.66 in CDBG Program funds, benefitting 100% low to moderate income household.

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

Agenda Date: January 19, 2016

Presenter: Jennifer Blackmon

Agenda Item No. 2

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: HEALTH

A. BUDGET AMENDMENT – ADDITIONAL STATE FUNDS AWARDED

Jennifer Blackmon, Human Services Deputy Director, will present the budget amendment contained in Attachment #2.A. for the Board's approval.

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

B. NEW FEE RECOMMENDATIONS

Ms. Blackmon will present the new fee recommendations, contained in Attachment #2.B., for the Board's approval.

Board Action: Consider approval of fee recommendations

Agenda Date: January 19, 2016

Presenter: Alfreda Stout

Agenda Item No. 3

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: SOCIAL SERVICES

A. BUDGET AMENDMENT TO ADD HCCBG FUNDING RECEIVED

Alfreda Stout, DSS Deputy Director, will present the budget amendment contained in Attachment #3.A. requesting approval of additional Home and Community Care Block Grant (HCCBG) funding for Fiscal Year 2015-2016. There is a 10% local match required for this funding.

B. BUDGET AMENDMENT TO INCREASE LINE ITEM DUE TO ANTICIPATED DONATIONS TO THE SUNSHINE CENTER

Ms. Stout will present the budget amendment contained in Attachment #3.B. requesting to increase line item due to anticipated donations for the Sunshine Center, as well as funding expected from the CarolinaEast Medical Center.

C. BUDGET AMENDMENT – SOCIAL SERVICES LINE ITEM

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

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

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

Based on a review of currently known and projected costs done in August, our Agency would need an additional \$80,000 through June 30, 2016. We previously requested \$40,000 in September of 2015.

Placement and related costs for adult protective and guardianship services can be very fluid. Therefore, our Agency is requesting an additional \$34,000 to provide funding through June 2016. (See Attachment #3.C.)

D. BUDGET AMENDMENT – ADDITIONAL LOW INCOME ENERGY ASSISTANCE PROGRAM FUNDING RECEIVED

Ms. Stout will present the budget amendment contained in Attachment #3.D., requesting to add additional Federal funding received for the Low Income Energy Assistance Program (LIEAP). Funds are 100% Federal, there is no County match.

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

Agenda Date: January 19, 2016

Presenter: Stanley Kite

Agenda Item No. 4

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: EMERGENCY SERVICES – EMS/RESCUE GRANTS
COUNTY MATCH**

Emergency Services Director, Stanley Kite, has asked to place the requests to match the Fire/Rescue/EMS Grants on the Commissioner’s Agenda for January 19, 2016. The NC Office of State Fire Marshal has announced the recipients of the Grants from Craven County. We have No. 9 Township Fire & Rescue, No. 7 Township Fire & Rescue, Vanceboro Rescue Squad and Ft. Barnwell Rescue Squad that have received notice of the awards. The two Fire Departments and the two EMS Providers are to be congratulated for being successful in their applications.

Attachment #4 is a listing of the Equipment from each Department and the intended use. As a reminder, this is a dollar for dollar match so these Departments have to provide their share of the match to get what was approved. Mr. Kite would like to ask the Commissioners to consider the request to match these grants, and he has asked each Department to be represented at the meeting to answer any questions on their request.

Grant Awards:

No. 9 Township Fire & Rescue	\$13,752.00
No. 7 Township Fire & Rescue	\$24,964.00
Vanceboro Rescue Squad	\$25,000.00
Ft. Barnwell Rescue Squad	\$12,955.00

Board Action: A roll call vote will be necessary to approve the requested budget amendments.

Agenda Date: January 19, 2016

Presenter: Commissioner Dacey

Agenda Item No. 5

**DISCUSSION OF PROPOSED DRAFT RESOLUTION ON REFUGEES FROM
TERRORIST NATIONS**

Commissioner Dacey will lead discussion on the draft resolution which was presented at the January 4 meeting.

Board action: Discussion and consideration

Agenda Date: January 19, 2016

Presenter: _____

Agenda Item No. 6

Board Action Required or Considered: Yes

APPOINTMENTS

- A. PENDING
- B. CURRENT
- 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 for the special category represented by Ms. Gibson)

No application on file.

B. CURRENT APPOINTMENT(S)

CRAVEN COUNTY CLEAN SWEEP COMMITTEE

AUTHORIZATION: Bylaws

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

NUMBER OF MEMBERS:

15

TYPE:

Civic, neighborhood, municipal, industrial business, schools

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

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: 3rd Wednesday of the months of March, June, September and December

COMPENSATION: No Yes Specify: _____

Term(s) vacated: Len Long (Deceased)

No applications on file.

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)

March - None

Agenda Date: January 19, 2016

Presenter: Jim Hicks

Agenda Item No. 7

COUNTY ATTORNEY'S REPORT

A. Final Acceptance - Offer to Purchase Real Property – 702 Second Avenue
(Parcel Number 8-012-191)

The County and City previously received and tentatively approved 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 \$3,677.60. The current tax value is \$5,610.00. The offer was advertised, and there were no upset bids. Attachment #7.A. contains the proposed resolution, deed and lien waiver. It is recommended that the Board give final approval of the sale and adopt the resolution.

B. Final Acceptance - Offer to Purchase Real Property – 1419 Garfield Street
(Parcel Number 8-013-136)

The County and City previously received and tentatively approved an offer in the amount of \$6,300.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$6,754.51. The current tax value is \$6,730.00. The offer was advertised, and there were no upset bids. Attachment #7.B. contains the proposed resolution, deed and lien waiver. It is recommended that the Board give final approval of the sale and adopt the resolution.

Agenda Date: January 19, 2016

Presenter: Jack Veit

Agenda Item No. 8

COUNTY MANAGER'S REPORT

Agenda Date: January 19, 2016

Presenter: _____

Agenda Item No. 9

COMMISSIONERS' REPORTS

Agenda Date: January 19, 2016

Presenter: _____

Agenda Item No. 10

**RECESS TO RECONVENE IN SUPERIOR COURTROOM #1 AT 10:30 A.M. WITH
JUDGE ALFORD TO VIEW VIDEO ARRAIGNMENT PROCESS**

TAX804P

CRAVEN COUNTY

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CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 01/19/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
BASTIAN, TIMOTHY CORRECTED SITUS	0095997 2015-0003341	4.29
BOWLINES LLC DOUBLE BILLED	0108486 2015-0091839	8.78
BURIA, RICKY D MILITARY EXEMPTION	0083227 2015-0008111	163.71
CAHOON, EDA F DOUBLE BILLED-SEE ACCT 107273	0107273 2015-0091840	5.15
CLUCK, JAMES WILSON & VALERIE DOUBLE BILLED-SEE ACCT 25219	0094081 2015-0010943	260.37
COPELAND, NICHOLAS ALLEN & KIM MILITARY EXEMPTION	0082868 2015-0011821	76.77
DODDS, ANNE P DOUBLE BILLED-SEE ACCT 82729	0108168 2015-0091782	548.38
FORTUNA, JIM & JODY NOT TAXABLE TO CRAVEN COUNTY	0076449 2015-0090383	1,033.10
GATTO, LESLIE LEWIS CLERICAL ERROR CORRECTION	0091651 2015-0021173	7.60
GREENLAW, PAUL R DOUBLE BILLED-SEE ACCT 99346	0106864 2015-0022947	157.38
GRONDIN, PHILIP CORRECTED DISCOVERED PROPERTY VALUE	0107621 2015-0091088	1,270.09
HAGAN, LAWRENCE F CORRECTED VALUE OF DISCOVERED PROPERTY	0107515 2015-0091097	580.02
HARGETT, ALLENA & OSRIC FORECLOSURE-LIEN EXTINGUISHED	3112200 2015-0024515	70.26
HARGETT, ALLENA & OSRIC FORECLOSURE-LIEN EXTINGUISHED	3112200 2014-0024361	254.02

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 01/19/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
HARGETT, ALLENA & OSRIC FORECLOSURE-LIEN EXTINGUISHED	3112200 2013-0023691	333.62
HARGETT, ALLENA & OSRIC FORECLOSURE-LIEN EXTINGUISHED	3112200 2012-0024532	229.15
HAWKINS TILE SERVICE INC NOT IN BUSINESS 1/1/2015	0057418 2015-0091122	64.20
HOLLOWAY, DERRICK DOUBLE BILLED-SEE ACCT 4348910	0075397 2015-0027486	90.70
HURLEY, THOMAS PAT CORRECTED DISCOVERED PROPERTY VALUE	0107627 2015-0091148	106.05
HURLEY, THOMAS PAT CORRECTED DISCOVERED PROPERTY VALUE	0107627 2015-0091650	312.60
HURST, DAVID M AND SHARON DID NOT OWN 1/1/2015	0062465 2015-0028624	135.12
INNOVATIIVE LAMINATIONS TIMELY LISTED IN PAMLICO COUNTY	0108255 2015-0091793	280.61
IPOCK, HAROLD M DID NOT OWN 1/1/2015	3670651 2015-0028937	10.51
IRELAND, SHERRI S QUALIFIED FOR SENIOR EXCLUSION	0093124 2015-0029121	368.34
JOE ALCOKE CHEVROLET DID NOT OWN 1/1/2015	0103599 2015-0090508	385.01
LANEGAN, TERRENCE E DOUBLE BILLED-SEE ACCT 4271920	0052264 2011-0090758	6.04
LOMBARDO, GENE S CORRECTED DISCOVERED PROPERTY VALUE	0072075 2015-0091849	269.88
MANSPEAKER, WESLEY JAMES & KAR DID NOT OWN 1/1/2015	0107662 2015-0091669	454.87

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 01/19/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
MICAL, WILLIAM KIRK CORRECTED DISCOVERED PROPERTY VALUE	0083887 2015-0091853	485.28
MONKS, CHRISTOPHER THOMAS & CH CORRECTED DISCOVERED PROPERTY VALUE	0104307 2015-0090097	505.25
MORTON, JUDY FORNES DWELLING VACANT	0105362 2015-0041331	36.72
NORTH CAROLINA CVS PHARMACY LL LATE LISTING FEE CHARGED IN ERROR	0093653 2015-0043244	266.17
OGNISSANTI, SHANNON M CORRECTED DISCOVERED PROPERTY VALUE	0104145 2015-0043626	38.88
RAINEY, WILLIE S CORRECTED DISCOVERED PROPERTY VALUE	5936625 2015-0047431	54.39
RAINS, JOHN F & WANDA F DID NOT OWN DINGY ON LISTING	0095763 2015-0091806	542.77
SMALLWOOD, CALVIN R & BRIGITTE MILITARY EXEMPTION	0067244 2015-0091704	234.19
WARD, JOHN W S SITUS ERROR - TO BE REBILLED	0098600 2015-0091763	2,357.12
WHITFIELD, ROSANA DWELLING UNOCCUPIED SINCE 2002	7850010 2015-0062213	36.72
WILSON, ROY P & LYNETTE Y DID NOT OWN 1/1/2015	8119400 2015-0091573	87.33
YORK, LEE FRANKLIN & KATHY DWELLING VACANT SINCE 2005	8249400 2015-0064745	36.72
40 -CREDIT MEMO(S)		12,168.16

REFUNDS SUBJECT TO BOARD APPROVAL ON 01/19/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
DELEON, JANICE JACKSON APPRAISAL ERROR CORRECTION	0094900 2015-0014550	26.33
GATTO, LESLIE LEWIS CLERICAL ERROR CORRECTION	0091651 2014-0090365	13.79
HAWKINS TILE SERVICE INC NOT IN BUSINESS 1/1/2014	0057418 2014-0091500	62.43
HOLLOWAY, DERRICK DOUBLE BILLED-SEE ACCT 4348910	0075397 2011-0027609	90.61
HOLLOWAY, DERRICK DOUBLE BILLED-SEE ACCT 4348910	0075397 2012-0027481	87.60
HOLLOWAY, DERRICK DOUBLE BILLED-SEE ACCT 4348910	0075397 2013-0026512	86.09
HOLLOWAY, DERRICK DOUBLE BILLED-SEE ACCT 4348910	0075397 2014-0027172	89.98
LANEGAN, TERRENCE E DOUBLE BILLED-SEE ACCT 4271920	0052264 2011-0090758	5.30
LEWIS, DONALD JOE DOUBLE BILLED PERSONAL & REAL	0008958 2011-0034344	79.85
LEWIS, DONALD JOE DOUBLE BILLED PERSONAL & REAL	0008958 2012-0034228	79.47
LEWIS, DONALD JOE DOUBLE BILLED PERSONAL & REAL	0008958 2013-0032969	79.28
LEWIS, DONALD JOE DOUBLE BILLED PERSONAL & REAL	0008958 2014-0033678	79.27
LEWIS, DONALD JOE DOUBLE BILLED PERSONAL & REAL	0008958 2015-0034286	79.33
OGNISSANTI, SHANNON M CORRECTED DISCOVERED PROPERTY VALUE	0104145 2015-0090106	37.08

REFUNDS SUBJECT TO BOARD APPROVAL ON 01/19/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
RAINEY, WILLIE S CLERICAL ERROR CORRECTION	5936625 2011-0047284	60.92
RAINEY, WILLIE S CLERICAL ERROR CORRECTION	5936625 2012-0047137	57.41
RAINEY, WILLIE S CLERICAL ERROR CORRECTION	5936625 2013-0093144	55.92
RAINEY, WILLIE S CLERICAL ERROR CORRECTION	5936625 2014-0046313	53.42
	18 -REFUND(S)	1,124.08

**CRAVEN COUNTY HEALTH DEPARTMENT
Board of Health & Board of Commissioners Fee Approval
Recommendations**

Date of Request: 1/6/16

NEW FEE RECOMMENDATIONS

(All fees effective 1/1/16)

1. PROCEDURE CODE/DESCRIPTION:

G0438 – Initial preventive physical examination; face-to-face visit, services limited to new beneficiary during the first 12 months of Medicare.

(G0402) Current Fee: \$0.00 Medicare Rate: \$161.16 Proposed Rate: \$239.00

Reason/Justification: With the expansion of Adult Primary Care services, we are starting to see more Medicare clients. This is a Medicare only code. It is equivalent a 99387 new preventative maintenance visit for 65+ years old (\$239.00) and a 99397.

2. PROCEDURE CODE/DESCRIPTION:

20526 – Therapeutic injection, carp tunnel

11201 – Remove skin tags, add-on > 15

17111 – Destruct lesion, 15 or more

(20526) Medicaid Rate: \$56.68 Medicare Rate: \$75.07 Proposed Rate: \$76.00

(11201) Medicaid Rate: \$14.05 Medicare Rate: \$18.49 Proposed Rate: \$19.00

(17111) Medicaid Rate: \$94.04 Medicare Rate: \$125.63 Proposed Rate: \$126.00

Reason/Justification:

With the expansion of Adult Primary Care services, we expect to begin providing these services.

Approvals:

Administrative Officer/Date

Health Director/Date

Board of Health Chairperson/Date

Board of Commissioner's Approval /Date

COUNTY/REGION	IFF Formula	SFY 2016 Total HCCBG 7/1/15	HCCBG Increase \$969,549	Revised HCCBG 10/15/15	Local Match	Total Allocation Plus Local Match	Min Budget Requirement Access 30%	Min Budget Requirement In-Home 25%	Min Budget Requirement Legal 2%
CARTERET	12.17%	433,387	8,414	441,801	49,089	490,890	27,911	23,259	1,861
CRAVEN	15.51%	526,341	10,723	537,064	59,674	596,738	35,571	29,643	2,371
DUPLIN	13.10%	476,874	9,057	485,931	53,992	539,923	30,044	25,037	2,003
GREENE	4.17%	199,807	2,883	202,690	22,521	225,211	9,564	7,970	638
JONES	2.39%	136,385	1,652	138,037	15,337	153,375	5,481	4,568	365
LENOIR	12.61%	484,433	8,718	493,151	54,795	547,946	28,920	24,100	1,928
ONSLow	16.09%	603,822	11,124	614,946	68,327	683,273	36,901	30,751	2,460
PAMLICO	3.54%	172,376	2,447	174,823	19,425	194,248	8,119	6,766	541
WAYNE	20.42%	750,786	14,118	764,904	84,989	849,893	46,832	39,027	3,122
REGION P	100%	3,784,211	69,137	3,853,348	428,150	4,281,498	229,343	191,120	15,290
Total		54,154,954	969,549	55,124,503	6,124,944	61,249,447	3,216,235	2,680,194	214,415



DIVISION OF SOCIAL SERVICES

Low-Income Home Energy Assistance (LIEAP)

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds

EFFECTIVE DATE: 12/01/2015

AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM DECEMBER 2015 THRU MAY 2016 SERVICE MONTHS

FROM JANUARY 2016 THRU JUNE 2016 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	647,980.00	647,980.00	0.00	0.00	647,980.00	647,980.00
02	ALEXANDER	123,715.00	123,715.00	0.00	0.00	123,715.00	123,715.00
03	ALLEGHANY	48,522.00	48,522.00	0.00	0.00	48,522.00	48,522.00
04	ANSON	169,887.00	169,887.00	0.00	0.00	169,887.00	169,887.00
05	ASHE	124,895.00	124,895.00	0.00	0.00	124,895.00	124,895.00
06	AVERY	66,820.00	66,820.00	0.00	0.00	66,820.00	66,820.00
07	BEAUFORT	241,735.00	241,735.00	0.00	0.00	241,735.00	241,735.00
08	BERTIE	140,200.00	140,200.00	0.00	0.00	140,200.00	140,200.00
09	BLADEN	223,610.00	223,610.00	0.00	0.00	223,610.00	223,610.00
10	BRUNSWICK	421,504.00	421,504.00	0.00	0.00	421,504.00	421,504.00
11	BUNCOMBE	955,819.00	955,819.00	0.00	0.00	955,819.00	955,819.00
12	BURKE	395,387.00	395,387.00	0.00	0.00	395,387.00	395,387.00
13	CABARRUS	541,796.00	541,796.00	0.00	0.00	541,796.00	541,796.00
14	CALDWELL	356,547.00	356,547.00	0.00	0.00	356,547.00	356,547.00
15	CAMDEN	23,737.00	23,737.00	0.00	0.00	23,737.00	23,737.00
16	CARTERET	241,212.00	241,212.00	0.00	0.00	241,212.00	241,212.00
17	CASWELL	131,604.00	131,604.00	0.00	0.00	131,604.00	131,604.00
18	CATAWBA	638,558.00	638,558.00	0.00	0.00	638,558.00	638,558.00
19	CHATHAM	201,759.00	201,759.00	0.00	0.00	201,759.00	201,759.00
20	CHEROKEE	129,803.00	129,803.00	0.00	0.00	129,803.00	129,803.00
21	CHOWAN	81,755.00	81,755.00	0.00	0.00	81,755.00	81,755.00
22	CLAY	46,406.00	46,406.00	0.00	0.00	46,406.00	46,406.00
23	CLEVELAND	523,810.00	523,810.00	0.00	0.00	523,810.00	523,810.00
24	COLUMBUS	324,301.00	324,301.00	0.00	0.00	324,301.00	324,301.00
25	CRAVEN	394,209.00	394,209.00	0.00	0.00	394,209.00	394,209.00
26	CUMBERLAND	1,521,811.00	1,521,811.00	0.00	0.00	1,521,811.00	1,521,811.00
27	CURRITUCK	60,462.00	60,462.00	0.00	0.00	60,462.00	60,462.00
28	DARE	90,284.00	90,284.00	0.00	0.00	90,284.00	90,284.00
29	DAVIDSON	724,661.00	724,661.00	0.00	0.00	724,661.00	724,661.00
30	DAVIE	153,826.00	153,826.00	0.00	0.00	153,826.00	153,826.00
31	DUPLIN	303,348.00	303,348.00	0.00	0.00	303,348.00	303,348.00
32	DURHAM	1,098,443.00	1,098,443.00	0.00	0.00	1,098,443.00	1,098,443.00
33	EDGECOMBE	403,059.00	403,059.00	0.00	0.00	403,059.00	403,059.00
34	FORSYTH	1,534,018.00	1,534,018.00	0.00	0.00	1,534,018.00	1,534,018.00
35	FRANKLIN	266,592.00	266,592.00	0.00	0.00	266,592.00	266,592.00
36	GASTON	998,525.00	998,525.00	0.00	0.00	998,525.00	998,525.00
37	GATES	47,971.00	47,971.00	0.00	0.00	47,971.00	47,971.00
38	GRAHAM	46,332.00	46,332.00	0.00	0.00	46,332.00	46,332.00
39	GRANVILLE	202,541.00	202,541.00	0.00	0.00	202,541.00	202,541.00
40	GREENE	105,055.00	105,055.00	0.00	0.00	105,055.00	105,055.00
41	GUILFORD	2,327,268.00	2,327,268.00	0.00	0.00	2,327,268.00	2,327,268.00
42	HALIFAX	422,753.00	422,753.00	0.00	0.00	422,753.00	422,753.00
43	HARNETT	508,078.00	508,078.00	0.00	0.00	508,078.00	508,078.00
44	HAYWOOD	272,642.00	272,642.00	0.00	0.00	272,642.00	272,642.00
45	HENDERSON	351,055.00	351,055.00	0.00	0.00	351,055.00	351,055.00
46	HERTFORD	150,375.00	150,375.00	0.00	0.00	150,375.00	150,375.00
47	HOKE	263,729.00	263,729.00	0.00	0.00	263,729.00	263,729.00

Low-Income Home Energy Assistance (LIEAP)

AUTHORIZATION NUMBER: 1

	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
		48	HYDE	26,817.00	26,817.00	0.00	0.00
49	IREDELL	425,684.00	425,684.00	0.00	0.00	425,684.00	425,684.00
50	JACKSON	179,557.00	179,557.00	0.00	0.00	179,557.00	179,557.00
51	JOHNSTON	700,871.00	700,871.00	0.00	0.00	700,871.00	700,871.00
52	JONES	55,283.00	55,283.00	0.00	0.00	55,283.00	55,283.00
53	LEE	265,344.00	265,344.00	0.00	0.00	265,344.00	265,344.00
54	LENOIR	329,964.00	329,964.00	0.00	0.00	329,964.00	329,964.00
55	LINCOLN	273,346.00	273,346.00	0.00	0.00	273,346.00	273,346.00
56	MACON	152,538.00	152,538.00	0.00	0.00	152,538.00	152,538.00
57	MADISON	93,238.00	93,238.00	0.00	0.00	93,238.00	93,238.00
58	MARTIN	139,286.00	139,286.00	0.00	0.00	139,286.00	139,286.00
59	MCDOWELL	233,480.00	233,480.00	0.00	0.00	233,480.00	233,480.00
60	MECKLENBURG	3,708,954.00	3,708,954.00	0.00	0.00	3,708,954.00	3,708,954.00
61	MITCHELL	64,220.00	64,220.00	0.00	0.00	64,220.00	64,220.00
62	MONTGOMERY	132,910.00	132,910.00	0.00	0.00	132,910.00	132,910.00
63	MOORE	274,858.00	274,858.00	0.00	0.00	274,858.00	274,858.00
64	NASH	403,174.00	403,174.00	0.00	0.00	403,174.00	403,174.00
65	NEW HANOVER	866,475.00	866,475.00	0.00	0.00	866,475.00	866,475.00
66	NORTHAMPTON	152,368.00	152,368.00	0.00	0.00	152,368.00	152,368.00
67	ONSLow	589,246.00	589,246.00	0.00	0.00	589,246.00	589,246.00
68	ORANGE	394,337.00	394,337.00	0.00	0.00	394,337.00	394,337.00
69	PAMLICO	52,664.00	52,664.00	0.00	0.00	52,664.00	52,664.00
70	PASQUOTANK	198,779.00	198,779.00	0.00	0.00	198,779.00	198,779.00
71	PENDER	231,821.00	231,821.00	0.00	0.00	231,821.00	231,821.00
72	PERQUIMANS	66,520.00	66,520.00	0.00	0.00	66,520.00	66,520.00
73	PERSON	182,629.00	182,629.00	0.00	0.00	182,629.00	182,629.00
74	PITT	899,750.00	899,750.00	0.00	0.00	899,750.00	899,750.00
75	POLK	66,908.00	66,908.00	0.00	0.00	66,908.00	66,908.00
76	RANDOLPH	619,187.00	619,187.00	0.00	0.00	619,187.00	619,187.00
77	RICHMOND	317,745.00	317,745.00	0.00	0.00	317,745.00	317,745.00
78	ROBESON	1,001,560.00	1,001,560.00	0.00	0.00	1,001,560.00	1,001,560.00
79	ROCKINGHAM	455,163.00	455,163.00	0.00	0.00	455,163.00	455,163.00
80	ROWAN	599,271.00	599,271.00	0.00	0.00	599,271.00	599,271.00
81	RUTHERFORD	367,304.00	367,304.00	0.00	0.00	367,304.00	367,304.00
82	SAMPSON	345,504.00	345,504.00	0.00	0.00	345,504.00	345,504.00
83	SCOTLAND	274,246.00	274,246.00	0.00	0.00	274,246.00	274,246.00
84	STANLY	244,260.00	244,260.00	0.00	0.00	244,260.00	244,260.00
85	STOKES	157,163.00	157,163.00	0.00	0.00	157,163.00	157,163.00
86	SURRY	351,889.00	351,889.00	0.00	0.00	351,889.00	351,889.00
87	SWAIN	67,994.00	67,994.00	0.00	0.00	67,994.00	67,994.00
88	TRANSYLVANIA	126,796.00	126,796.00	0.00	0.00	126,796.00	126,796.00
89	TYRRELL	23,069.00	23,069.00	0.00	0.00	23,069.00	23,069.00
90	UNION	526,785.00	526,785.00	0.00	0.00	526,785.00	526,785.00
91	VANCE	335,531.00	335,531.00	0.00	0.00	335,531.00	335,531.00
92	WAKE	2,175,724.00	2,175,724.00	0.00	0.00	2,175,724.00	2,175,724.00
93	WARREN	133,386.00	133,386.00	0.00	0.00	133,386.00	133,386.00
94	WASHINGTON	82,631.00	82,631.00	0.00	0.00	82,631.00	82,631.00
95	WATAUGA	195,078.00	195,078.00	0.00	0.00	195,078.00	195,078.00
96	WAYNE	618,171.00	618,171.00	0.00	0.00	618,171.00	618,171.00
97	WILKES	360,229.00	360,229.00	0.00	0.00	360,229.00	360,229.00
98	WILSON	417,454.00	417,454.00	0.00	0.00	417,454.00	417,454.00
99	YADKIN	149,599.00	149,599.00	0.00	0.00	149,599.00	149,599.00
100	YANCEY	87,375.00	87,375.00	0.00	0.00	87,375.00	87,375.00
150	Jackson Indian	0.00	0.00	0.00	0.00	0.00	0.00
187	Swain Indian	2,000.00	2,000.00	0.00	0.00	2,000.00	2,000.00
Total		\$ 40,244,534.00	\$ 40,244,534.00	\$ -	\$ -	\$ 40,244,534.00	\$ 40,244,534.00

Low-Income Home Energy Assistance (LIEAP) AUTHORIZATION NUMBER: 1

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds Block Grant
CFDA Number: 93.568
CFDA Name: Low-Income Home Energy Assistance
Award Name: Low-Income Home Energy Assistance
Award Number: G15B1NCLIEA & G16B1NCLIEA
Award Date: FFY 2015 & 2016
Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

This allocation represents the entire amount as designated in Session Law 2015-241 (House Bill 97).

These funds cannot be spent until after December 1, 2015.

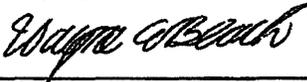
XS411 Heading: LIHEAP

Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

AUTHORIZED SIGNATURE

DATE:



November 18, 2015

Accepted by: _____

County Director Signature

_____ Date

County Name : _____

_____ Total Allocation

Please return by email with a facsimile signature to your Local Business Liaison

OR

Fax form with signature to your Local Business Liaison



No. 9 Township Fire & Rescue

Phone & Fax: (252) 636-0055 3783 NC Highway 55 West New Bern NC 28562

*Teri Davis Gaskins, President
Bruce Smith II, Chief*

January 6, 2015

Craven County Board of Commissioners

Re: 2015 Rescue Grant

To Whom It May Concern,

No. 9 Township Fire & Rescue applied for the 2015 Volunteer Rescue Fund. On December 15, 2015 we were notified by the Grant Administrator that we were approved for this grant.

This year, we applied for the following items:

1	Lighting System for Apparatus Mount	\$16846.50
1	Tool Bracket for Apparatus Mount	\$ 1699.99
4	Mustang Survival Anti-Exposure Work Suit	\$ 2000.00
8	Safety Work Boots NFPA 1975 Comp	\$ 799.92
2	Rehab Triage Canopy	\$ 478.00
4	Personal Floatation Devices Type 3 & 5	\$ 1440.00
2	Rope Water Rescue	\$ 300.00
1	Hummingbird Sonar/GPS System	\$ 3800.00
2	Throw Bags	\$ 140.00

The total amount applied for on the grant was \$27504.41 of which we are asking the county to match one half of it at \$13752.20. This equipment will be for our search team as well as our water rescue/recovery team which is utilized not only by our county, but counties throughout Eastern North Carolina.

Please include us on your agenda for the January 18th, 2016 Board of Commissioner's Meeting.

Sincerely,

Teri Davis Gaskins
President

No. 7 Township Fire & Rescue

Of Craven County, North Carolina

P.O. Box 3062

New Bern, NC 28564

06 January 2016

To: Craven County Commissioners

From: #7 Township Fire & Rescue

Subj: Matching Funds for the 2015 Volunteer Rescue/EMS Fund grant

We would like to meet with the Craven County Commissioners to request matching funds for the Volunteer Rescue/EMS Fund Grant that the department was awarded on December 15, 2015. The department has been awarded \$24,964.52 in state grant funds which requires equivalent matching funds to purchase the following equipment:

Turnout Gear

8 Coats, Fire Dex Advanced Ultra Turnout Gear

8 Pants, Fire Dex Advanced Ultra Turnout Gear

8 Helmets, Cairns Defender

8 Pairs of Boots, Structural Firefighting

12 Pairs Boots, NFPA 1975 Compliant Leather Station Boots

Hurst E-draulic Rescue Tools

1 Battery Powered E-draulic Cutter

1 Battery Power E-draulic Combination Cutter/Spreader

1 E-draulic 110 Power Supply

If there are any question regarding this matter please contact us at 252-637-2779.

Respectfully,

Travis Blalock
Chief
No. 7 Township Fire & Rescue


Robert Blalock
President
No. 7 Township Fire & Rescue

DRAFT RESOLUTION ON REFUGEES FROM TERRORIST NATIONS

Whereas, the Obama Administration has pledged to accept as many as 10,000 Syrian and Iraqi refugees into the United States; and

Whereas, due to the conflicts in and around Syria and Iraq, many of the individuals seeking refugee status in the United States are unable to present critical biographical information to those responsible for verifying the identities of such individuals; and

Whereas, the United States House of Representative's Committee on Homeland Security has found that many European countries have been overrun with refugees coming in from Syria and North Africa, overburdening the social services of those countries and creating a "look the other way" posture, allowing refugees to move freely within Europe without vetting; and

Whereas, unless proper verification of those individuals from Syria and Iraq can be fully demonstrated it is unlikely a complete threat assessment of those individuals can be performed and that the safety of those who will be asked to live in near proximity to those individuals can be fully guaranteed; and

Whereas, Interfaith Refugee Ministry, an affiliate of the Episcopal Migration Ministries, is the local agency with responsibility to assist refugees with the basic necessities when they first arrive in Craven County and the surrounding areas; and

Whereas, Interfaith Refugee Ministry has been assisting with the placement of refugees in eastern North Carolina since 1992, resettling as many as 200 individuals each year within our community; and

Whereas, the legitimacy and success of the refugee program based in eastern North Carolina is rooted in the ability of Interfaith Refugee Ministry to depend on the investigative work of the United Nation's High Commissioner on Refugees and United States Immigration officials; and

Whereas, it has been the practice of Interfaith Refugee Ministry to decline the placement of individuals with severe medical problems, a history of mental illness or disability, or those with a criminal record; and

Whereas, as it is the case that neither the United Nation's High Commissioner on Refugees or United States Immigration officials are currently able to adequately demonstrate that the usual and customary high standards for acceptance into the program run by the Interfaith Refugee Ministry can be met;

Therefore Be It Resolved, that in the interest of safety to our community and the desire to maintain the continued goodwill of those within our community toward all refugees finding their way to eastern North Carolina, that the Craven County Board of

DRAFT RESOLUTION ON REFUGEES FROM TERRORIST NATIONS

Commissioners requests that the Interfaith Refugee Ministry decline the placement of any refugees from countries that have significant territory controlled by an organization designated by the State Department to be a Foreign Terrorist Organization, including but not limited to Iraq, Libya, Somalia, Syria, and Yemen.

DRAFT

RESOLUTION
702 Second Avenue, New Bern, North Carolina

THAT WHEREAS, Craven County and the City of New Bern have received an offer to purchase a parcel of property owned by the County and City identified as 702 Second Avenue, New Bern, NC, and being more particularly described herein; and

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

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

WHEREAS, the offer to purchase was in the sum of \$5,000.00 by Edmund Harvey McGovern, Jr.; that no increased bids were received; and

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

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

Section 1. That the last and highest bid of Edmund Harvey McGovern, Jr., in the sum of \$5,000.00 for said parcel identified as 702 Second Avenue, New Bern, NC, and being more particularly described herein, be and the same is hereby accepted as to the County's interest in said property, and the Chairman, County Manager and/or Clerk be and they are hereby authorized and directed to execute a quitclaim deed to the purchasers for the County's interest in said property.

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

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

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

All of that certain property more fully described in Deed Book 2534 at Page 730 in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 8-012-191.

Being also that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed recorded November 21, 2006 in Book 2534 at Page 730 of the Craven County Registry.

ADOPTED THIS 19th DAY OF JANUARY, 2016.

GEORGE LINER, Chairman

(County Seal)

GWENDOLYN BRYAN,
Clerk to the Board

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Prepared by and return to:

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

Tax Parcel # 8-012-191
Revenue Stamps \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 12th day of January, 2016, 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 **EDMUND HARVEY MCGOVERN, JR.**, whose mailing address is _____, (“Grantee”);

WITNESSETH:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

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

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

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

CITY OF NEW BERN

(SEAL)

By: _____
Mayor

ATTEST:

Deputy City Clerk

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of January, 2016, before me personally appeared DANA E. OUTLAW, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA BLANCO is the Deputy City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the ____ day of January, 2016.

Notary Public

My Commission Expires:

CRAVEN COUNTY

By: _____
Chairman, Craven County Board of
Commissioners

(SEAL)

ATTEST:

Clerk, Craven County Board of
Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of _____, 2016, before me personally appeared GEORGE S. LINER, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that GWENDOLYN M. BRYAN is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate described in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the ____ day of _____, 2016.

Notary Public

My Commission Expires:

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:

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 as Lot No. 105, same lot being conveyed by T. A. Uzzell, et al. 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.

Being also that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed recorded November 21, 2006 in Book 2534 at Page 730 of the Craven County Registry.

Subject to restrictive covenants and easements of record.

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

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

Owner: CRAVEN COUNTY, a body politic and corporate
(NOTE: A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

PROPERTY: See "EXHIBIT A" attached hereto and incorporated herein by reference
(Insert street address or brief description and/or attach a description as Exhibit A. Include here any real estate that is a portion of a larger, pre unsegregated tract when that area is reasonably necessary for the convenient use and occupation of Improvements on the larger tract.)

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

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

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

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

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

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

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

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

PROVIDING A FALSE AFFIDAVIT IS A CRIMINAL OFFENSE

EXECUTION BY OWNER

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

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 as Lot No. 105, same lot being conveyed by T. A. Uzzell, et al. 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.

Being also that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed recorded November 21, 2006 in Book 2534 at Page 730 of the Craven County Registry.

Subject to restrictive covenants and easements of record.

RESOLUTION
1419 Garfield Street, New Bern, North Carolina

THAT WHEREAS, Craven County and the City of New Bern have received an offer to purchase a parcel of property owned by the County and City identified as 1419 Garfield Street, New Bern, NC, and being more particularly described herein; and

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

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

WHEREAS, the offer to purchase was in the sum of \$1,300.00 by Charles W. Petersen, Jr.; that no increased bids were received; and

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

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

Section 1. That the last and highest bid of Charles W. Petersen, Jr., in the sum of \$1,300.00 for said parcel identified as 1419 Garfield Street, New Bern, NC, and being more particularly described herein, be and the same is hereby accepted as to the County's interest in said property, and the Chairman, County Manager and/or Clerk be and they are hereby authorized and directed to execute a quitclaim deed to the purchasers for the County's interest in said property.

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

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

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

All of that certain property more fully described in Deed Book 3339 at Page 122 in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 8-013-136.

Being also that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed recorded March 3, 2015 in Book 3339 at Page 122 of the Craven County Registry.

ADOPTED THIS 19th DAY OF JANUARY, 2016.

GEORGE LINER, Chairman

(County Seal)

GWENDOLYN BRYAN,
Clerk to the Board

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Prepared by and return to:

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

Tax Parcel # 8-013-136
Revenue Stamps \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 12th day of January, 2016, 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 **CHARLES W. PETERSEN, JR.**, whose mailing address is _____, ("Grantee");

WITNESSETH:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

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

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

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

CITY OF NEW BERN

(SEAL)

By: _____
Mayor

ATTEST:

Deputy City Clerk

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of January, 2016, before me personally appeared DANA E. OUTLAW, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA BLANCO is the Deputy City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the ____ day of January, 2016.

Notary Public

My Commission Expires:

CRAVEN COUNTY

By: _____
Chairman, Craven County Board of
Commissioners

(SEAL)

ATTEST:

Clerk, Craven County Board of
Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of _____, 2016, before me personally appeared GEORGE S. LINER, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that GWENDOLYN M. BRYAN is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate described in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the ____ day of _____, 2016.

Notary Public

My Commission Expires:

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 of those certain two lots, tracts and adjoining parcels of land situate in Number Eight (8) Township, in Craven County, on Garfield Street in the subdivision adjacent to the City of New Bern, and shown in the plat of Green Heights, as surveyed and plotted by B. M. Potter, C.E. in June, 1943. On said plan of Green Heights being designated as Lots 11 and 12, as fronting on the south side of Garfield Street, the northwestern corner of Lot No. 11 on the said southern side of Garfield Street, being located approximately 900 feet from the eastern line of Clark Avenue and approximately 973 70/100 feet from the western line of Hendersonville at its intersection with the said Garfield Street and running from the said corner of said Lot No. 11 and Lot No. 10, South 88-34-00 East 200 feet to the northeastern corner of Lot No. 12, which is likewise the corner of Lot No. 13, thence South 01-26-00 West to Elm Grove Canal, at a point which is approximately 689 50/100 feet measured along said canal westwardly from a marker located in the western line of Elm View and Hendersonville, thence from said point which is in the line of Lot No. 13 westwardly 123 54/100 feet to a marker in said canal, thence with said canal southwardly to a ditch which point is established and witnessed by a marker, thence with said ditch North 78-34-00 West 77 70/100 feet to the line of Lot No. 10, thence with the line of Lot Nos. 10 and 11 North 01-26-00 East to Garfield Street at the point of beginning, reference is made to the survey of B. M. Potter, C.E. in June, 1943, and to the plat by the said B. M. Potter to be recorded in the Office of the Register of Deeds of Craven County, the said Lot Nos. 11 and 12 bound on the north by Garfield Street, on the east by Lot No. 13 in the said plan of Green Heights, on the south by the canal and ditch, and on the west by Lot No. 10 in said plan. Reference is made to that certain deed from Diana M. Pearsall to Floyd R. Pearsall and Edith P. Tingle recorded in the Office of the Register of Deeds of Craven County in Book 932, at Page 889.

This property is also commonly referred to by its tax parcel number which is 8-013-136.

Being also that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed recorded March 3, 2016 in Book 3339 at Page 122 of the Craven County Registry.

Subject to restrictive covenants and easements of record.

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

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

Owner: CRAVEN COUNTY, a body politic and corporate

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

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

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

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

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

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

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

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

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

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

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

PROVIDING A FALSE AFFIDAVIT IS A CRIMINAL OFFENSE		
EXECUTION BY OWNER		
<p>CRAVEN COUNTY, a body politic and corporate</p> <p>By: _____</p> <p>Printed or Typed Name/Title: _____</p> <p>(Seal)</p>	<p>State of <u>NORTH CAROLINA</u> County of <u>CRAVEN</u></p> <p>Signed and sworn to (or affirmed) before me this day by</p> <p>_____</p> <p>As _____ of</p> <p><u>Craven County, a body politic and corporate.</u></p> <p>Date: _____</p> <p>_____, Notary Public</p> <p>My Commission Expires: _____</p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg);">[Notary Official/Notarial Seal]</p>

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