

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSON
MONDAY, JANUARY 6, 2025
6:00 PM**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

- 1. PUBLIC HEARING – PROJECT EMERALD: Jeff Wood, Economic Development Director**
- 2. CHAIRMAN’S PRIVILEGE**
- 3. A SAFER NEUSE FOR NEW BERN – RAISE GRANT OPPORTUNITY – RESOLUTION: Deanna Trebil, New Bern Area MPO Administrator**
- 4. PETITIONS OF CITIZENS – AGENDA TOPICS**
- 5. CONSENT AGENDA**
 - A. Minutes of December 16, 2024 Regular Session**
 - B. Tax Releases and Refunds**

DEPARTMENTAL MATTERS:

- 6. EMERGENCY SERVICES – DUKE GRANT AWARD – BUDGET AMENDMENT: Stanley Kite, Emergency Services Director**
- 7. ECONOMIC DEVELOPMENT: Jeff Wood, Economic Development Director**
 - A. Project Emerald Grant Agreement and Resolution**
 - B. ENC Tech Bridge Grant Modification – Budget Amendment**
- 8. APPOINTMENTS**
- 9. COUNTY ATTORNEY’S REPORT: Arey Grady**
- 10. PETITIONS OF CITIZENS – GENERAL TOPICS**
- 11. COUNTY MANAGER’S REPORT: Jack Veit**
- 12. COMMISSIONERS’ REPORTS**

13. CLOSED SESSION

1. PUBLIC HEARING – PROJECT EMERALD: Jeff Wood

The Board will be requested to go into Public Hearing pursuant to NCGS 158.7-1 at 6:00 PM or soon thereafter, as advertised, to receive public comment on the Project Emerald Grant Agreement and Resolution.

Board Action: Receive information.

2. CHAIRMAN'S PRIVILEGE

**3. A SAFER NEUSE FOR NEW BERN – RAISE GRANT OPPORTUNITY –
RESOLUTION: Deanna Trebil**

The North Carolina Department of Transportation (NCDOT) recently completed a Vulnerable User Corridor Study for Neuse Blvd. This study was a result of the high number of crashes that occur along this corridor. The study looked at crash types and patterns for all users from Racetrack Road to Queen Street and identified possible countermeasures that could be installed to reduce future crashes.

NCDOT desires to apply for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant to create a safer, more accessible roadway environment along Neuse Boulevard (NC 55). Funding from the RAISE grant will be utilized to install sidewalks and bike lanes or a shared-use path along the corridor, alongside additional pedestrian crossings, visibility enhancement, and other safety features. Vehicle access will be improved by promoting safer driving and reduced speeds through design interventions such as optimized signal timing, median treatments, and the incorporation of a dedicated two-way-left turn lane through a road diet.

NCDOT is requesting a Resolution of Support, provided in the attached document, which would accompany their grant application. Applications are due January 2025 and award notification is expected Summer 2025.

Board Action: Approve a Resolution of Support for the Safer Neuse for New Bern RAISE Grant.

A Safer Neuse for New Bern



Discussion

- Vulnerable User Study
- Funding opportunity for implementation



Vulnerable User Study - NCDOT

- Corridor with high crash rates
- Analyze how and why crashes occur
- Identify countermeasures
- Neuse Blvd – Race Track Rd to Queen St

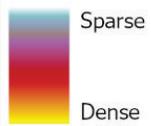


All Crash Summary (7/2018-6/2023)

NC 55 (Neuse Blvd) from Racetrack Rd to Queen St



All Crashes



- Major hot spots at Glenburnie Rd and Simmons St
- Majority angle (38%) and rear end (34%)
- Sideswipe at 16%



Pedestrian Crash Summary (2012-2021)

NC 55 (Neuse Blvd) from Racetrack Rd to Queen St



Crash Severity

- K: Killed
- A: Suspected Serious Injury
- B: Suspected Minor Injury
- C: Possible Injury
- O: No Injury

- Fatalities in 2016 (1) and 2020 (1)
- Serious injuries in 2019 (3)
- Only 1 non-injury crash



Bike Crash Summary (2012-2021)

NC 55 (Neuse Blvd) from Racetrack Rd to Queen St



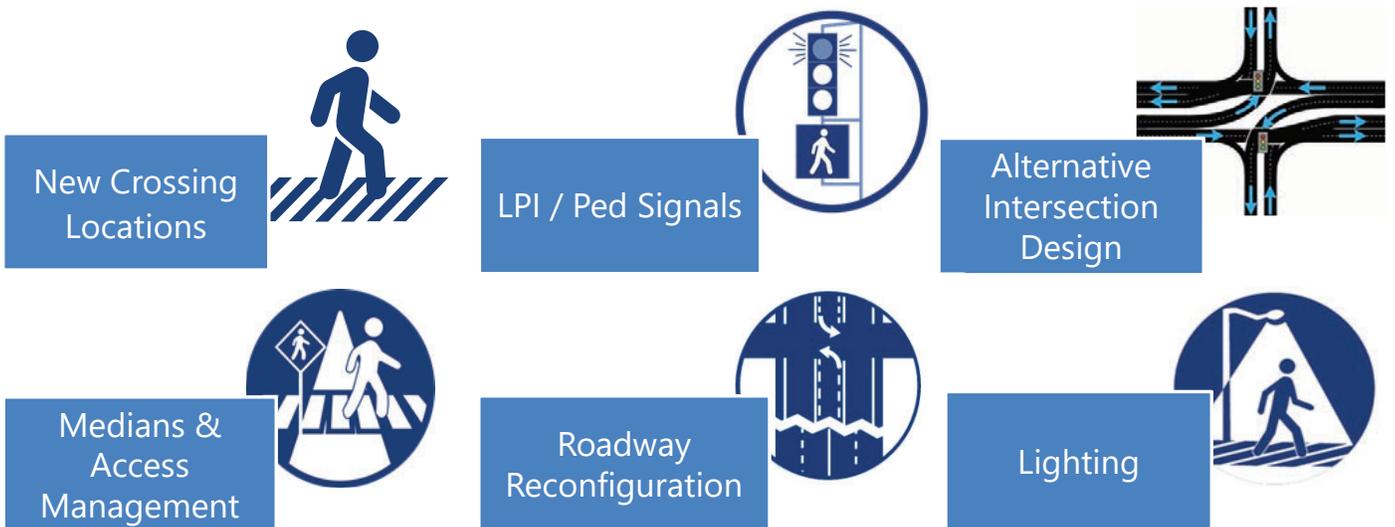
Crash Severity

- K: Killed
- A: Suspected Serious Injury
- B: Suspected Minor Injury
- C: Possible Injury
- O: No Injury

- Serious injuries in 2018 and 2021 (2)
- Only 4 non-injury crashes

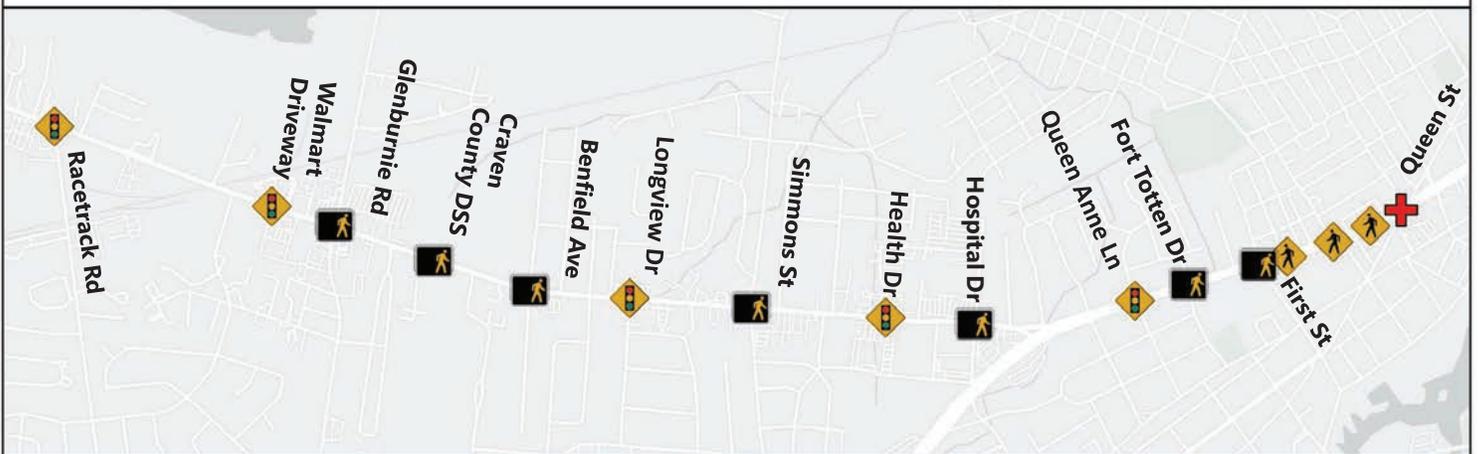


Countermeasures and Improvements



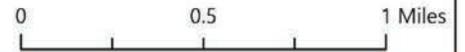
Intersection Recommendations

NC 55 (Neuse Blvd) from Racetrack Rd to Queen St



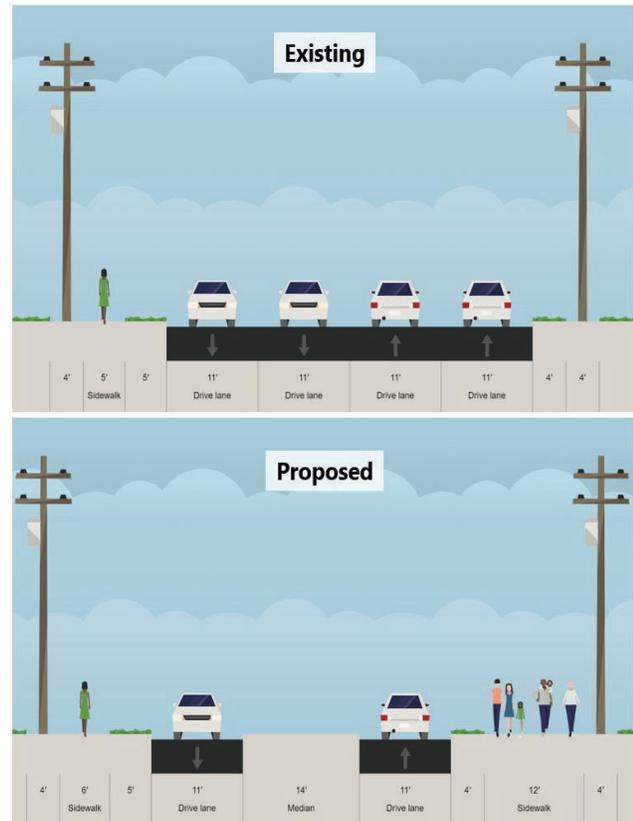
- Signal Upgrade
- Intersection Reconfiguration
- New Signal
- New Uncontrolled Crossing

- Upgrading existing signals with pedestrian infrastructure
- Adding new signals and crossings at key locations
- Reconfiguring an existing intersection (TBD)



Road Diet

- Center turn lane or raised median
- Median breaks
- Addition of bike lanes, sidewalk and/or MUP



RAISE Grant

\$25M

- NOFO released November 2024
- Community Letters of Support
- Requesting Resolution of Support
- Award notification summer of 2025





**RESOLUTION
TO SUPPORT NCDOT'S SUBMISSION OF A RAISE GRANT FOR
A SAFER NEUSE FOR NEW BERN**

THAT WHEREAS, North Carolina Department of Transportation (NCDOT) desires to submit an application for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant to create a safer, more accessible roadway environment along Neuse Boulevard (NC 55), a corridor identified by NCDOT as high-risk due to its history of pedestrian and bicyclist crashes; and

WHEREAS, funding from the RAISE grant will be utilized to install sidewalks and bike lanes or a shared-use path along the corridor, alongside additional pedestrian crossings, visibility enhancement, and other safety features as well as vehicle access will be improved promoting safer driving and reduced speeds through design interventions such as optimized signal timing, median treatments, and the incorporation of a dedicated two-way-left turn lane; and

WHEREAS, this multimodal project (A Safer Neuse for New Bern) aligns closely with the Bipartisan Infrastructure law by providing 2.1 miles of enhanced pedestrian and bicyclist connections to downtown, investing and improving access opportunities to historically marginalized communities and creating a transportation system that is equitable; and

WHEREAS, this collaborative effort between NCDOT, the City of New Bern, and the community, serves as a model on how to coordinate and create a safe, more equitable, and connected network for all roadway users that will improve access to transit, health care public resources, jobs, and opportunities for low-income communities; and

WHEREAS, A Safer Neuse for New Bern not only improves safety but also builds sustainable and reliable infrastructure promoting alternative modes of transportation; and

NOW, THEREFORE, BE IT RESOLVED, that the County of Craven hereby supports NCDOT's application to apply for a RAISE grant for A Safer Neuse for New Bern.

ADOPTED THIS _____ DAY OF _____ 2024.

Dennis Bucher, Chairman
Craven County Board of Commissioners

Abigail Wilson, Clerk to the Board

4. PETITIONS OF CITIZENS – AGENDA TOPICS

Comments directly pertaining to items on the agenda of any regularly scheduled meeting of the Board shall be made during an agenda comment period occurring at the beginning of each regularly scheduled meeting. Comments during this period shall be limited to those comments directly pertaining to items on the agenda for such meeting.

Each speaker must address the Board as a whole (and not any individual Commissioner, County staff member or the audience) from the lectern and shall begin his or her remarks by giving his or her name and address and the topic about which they intend to speak. Each speaker will have three (3) minutes to make remarks, as measured by a timer operated by County staff. A speaker may not yield any of his or her time to another speaker.

Speakers must be courteous in their language and presentation and must abide by generally accepted standards of decorum. Speakers shall not make the same or repetitive comments, whether during a particular comment period or over the course of multiple comment periods. Speakers shall not attack or insult any person or group of people, and speakers shall not give belligerent or hostile comments during any comment period.

Board Action: Receive information.

5. CONSENT AGENDA

A. Minutes of December 16, 2024 Regular Session

The Board will be requested to approve the minutes of December 16, 2024 regular session, as attached in the following document.

B. Tax Releases and Refunds

The Board will be requested to approve the tax releases and refunds attached in the following document.

Board Action: A roll call vote is needed to approve the Consent Agenda items.

1 **THE BOARD OF COMMISSIONERS OF THE COUNTY OF CRAVEN MET IN**
2 **REGULAR SESSION IN THE COMMISSIONERS' ROOM OF THE CRAVEN**
3 **COUNTY ADMINISTRATION BUILDING, 406 CRAVEN STREET, NEW BERN,**
4 **NORTH CAROLINA, ON MONDAY, DECEMBER 16, 2024. THE MEETING**
5 **CONVENED AT 8:30 AM.**

6
7 **MEMBERS PRESENT:**

8 Chairman Dennis K. Bucher
9 Vice-Chairman Jason R. Jones
10 Commissioner Chadwick Howard
11 Commissioner Sherry Hunt
12 Commissioner E. T. Mitchell
13 Commissioner Beatrice R. Smith

14
15 **MEMBERS EXCUSED:**

16 Commissioner Thomas F. Mark

17
18 **STAFF PRESENT:**

19 Jack B. Veit, III, County Manager
20 Gene Hodges, Assistant County Manager
21 Craig Warren, Finance Director
22 Jennifer Morris, Assistant Human Resources Director
23 Shane Digan, Assistant to the County Manager
24 Arey Grady, County Attorney
25 Abigail G. Wilson, Clerk to the Board

26
27 County Attorney, Arey Grady, recited the following invocation, followed by the Pledge of
28 Allegiance.

29
30 *Rise up, O Lord, and show us Your compassion. Reveal Your steadfast love in our*
31 *lives this day, that our eyes would be opened to Your abiding presence with us*
32 *and in all that the day sets before us.*

33
34 *Be patient with us if we are slow to acknowledge and appreciate Your guiding*
35 *hand in our comings and goings. Be tolerant of us and grant us Your wise counsel*
36 *as we strive to be faithful in confronting the decisions facing us this season.*

37
38 *Don't abandon us, but in Your mercy wait for us to come to You. Wait for us as*
39 *we come to realize that nothing we do today is more important than opening*
40 *our hearts to receive the grace You want to lavish on us.*

41
42 *Nothing is more demanding of us than Your command to share Your love with*
43 *those around us, that all would know of the justice and peace You desire to grant*
44 *to Your people.*

45
46 *In Your righteous name we pray. Amen.*

47 *Based upon the invocation given by Chaplain Margaret Grun Kibben at the*
48 *11/14/2024 session of the US House of Representatives.*
49

50 A motion was made by Commissioner Mitchell to approve the agenda. Her motion was seconded
51 by Vice Chairman Jones and unanimously approved.
52

53 **CRAVEN COUNTY BOARD OF EDUCATON REQUEST – APPROVAL OF**
54 **RENOVATION PROJECT**
55

56 Chief Officer of Systems and Operations, Stacy Lee, presented to the Board a request to approve
57 the repair and renovation project in the amount of \$104,250.00 of the existing air conditioning
58 system for the Band Room at West Craven High School. Mr. Lee noted that funding for this
59 project is through the NC Lottery Repair and Renovation Fund. Mr. Lee referenced the quotes as
60 provided to the Board for their review.
61

62 A motion was made by Commissioner Hunt to approve the following repair and renovation
63 projects budget amendment in the amount of \$104,250.00. Her motion was seconded by
64 Commissioner Mitchell and approved in a 6-0 roll call vote.
65

66 *Craven County Schools*
67

68	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
69				
70	1016110-37001	\$104,250.00	1016110-43704	\$104,250.00
71	Lottery Proceeds		Schools – Capital Outlay	
72				
73	TOTAL	\$104,250.00	TOTAL	\$104,250.00

74
75 **DEPARTMENTAL MATTERS: HEALTH**
76 **ACCEPTANCE OF FQHC FUNDING AWARD**
77

78 Health Director, Scott Harrelson, reported that the Health Department was awarded \$32,566.00
79 through the Federally Qualified Health Center as additional funds, which will give them ability
80 to provide quality improvement services for their patients, to include training for staff and
81 supplies. He further explained that a portion of the funds reflects the change of Clinically
82 Integrated Network (CIN), which they are excited about. The new Network fosters quality
83 improvement and care coordination for their patients covered by Medicaid. He noted the one-
84 time start-up fee of \$10,000.00, as well as \$750.00 which covers the five primary care Providers.
85 From the CIN change, there will be opportunity to receive \$1.50 per member, per month for the
86 estimated 5,500 members, in contrast with the rate of return from the current CIN. The new
87 Network has also shown to offer a cost savings. He requested approval of a budget amendment
88 in the amount of \$32,566.00.
89

90 A motion was made by Commissioner Hunt to approve acceptance of the FQHC Funding award
91 budget amendment in the amount of \$32,566.00. Her motion was seconded by Commissioner
92 Mitchell and approved in a 6-0 roll call vote.
93

94 *Health/Adult Primary Care*

95

96 REVENUES	AMOUNT	EXPENDITURES	AMOUNT
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97

98 1015100-33113	\$32,566.00	1015100-42500	\$ 600.00
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99 FQHC

Travel/Training

100		1015100-43240	\$ 2,469.00
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101 Other Supplies

102		1015100-44000	\$21,425.00
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103 Contract Services

104		1015100-47321	\$ 8,072.00
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105 C/Outlay \$500-\$4,999

106

107 TOTAL	\$32,566.00	TOTAL	\$32,566.00
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108

109 **CONSENT AGENDA**

110

111 Chairman Bucher acknowledged the Consent Agenda needed to be addressed for approval. He
 112 reviewed the following items: Minutes of December 2, 2024 Regular Session;
 113 Tax Releases and Refunds (*Credits = \$\$20,704.19; Refunds = \$0.00*); Sheriff – Donation Check
 114 Budget Amendment and Economic Development – Request for Public Hearing – Project
 115 Emerald.

116

117 A motion was made by Commissioner Smith to approve the Consent Agenda, as presented. Her
 118 motion was seconded by Vice Chairman Jones and approved in a 6-0 roll call vote.

119

120 *Sheriff's Office*

121

122 REVENUES	AMOUNT	EXPENDITURES	AMOUNT
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124 1014310-38301	\$300.00	1014310-43222	\$300.00
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125 Misc. Donations
Supplies – Donations

126			
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127 TOTAL	\$300.00	TOTAL	\$300.00
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128

129 **Justification:** The Sheriff's Office received a donation check in the amount of \$300.00 from a
 130 Craven County citizen. The check will be used towards the purchase of a variety of items
 131 needed by Animal Protective Services.

132

133 **DEPARTMENTAL MATTERS: HUMAN RESOURCES**
 134 **REQUEST FOR PERSONNEL RESOLUTION AMENDMENT: TECHNOLOGY,**
 135 **DEVICE AND NETWORK POLICY**

136

137 Human Resources Assistant Director, Jennifer Morris, presented the following information to the
 138 Board that supports the requested Personnel Resolution Amendment and update to the
 139 Technology, Device, and Network Policy.

140 Mrs. Morris explained that NCGS 143-805 was enacted October 1, 2024 prohibiting local
141 governments, state agencies, the judicial branch, and the legislative branch from allowing
142 pornography to be viewed on their networks or devices. She relayed that Craven County
143 currently has a policy within the personnel resolution governing technology resources. She stated
144 that viewing materials that contain pornography outside of the course and scope of official
145 duties, is prohibited; however, the new law specifically states public agencies shall not permit the
146 viewing of pornography by its employees on a network of that public agency nor shall they
147 permit an employee, elected official, or appointee of that public agency to view pornography on
148 a device owned, leased, maintained, or otherwise controlled by that public agency. The new law
149 also includes exceptions for officials or employees engaged in specific activities in the course
150 and scope of their official duties and public agencies shall delineate the disciplinary actions that
151 will be taken in response to a violation of that policy.

152
153 Mrs. Morris indicated that Craven County's E-mail, Internet & Computer Resources Policy was
154 established in 1999, and it was amended to add Mobile Office Computing Equipment in 2006.
155 With the progression and expansion of technology in county government, as well as the
156 enactment of NCGS 143-805, policy modernization is needed.

157
158 Chairman Bucher acknowledged the seriousness of the changes and that the Policy also includes
159 Commissioners. It was confirmed by staff that the changes include an annual reporting
160 requirement, that training would be provided to departments and staff where staff would be
161 required to sign in acknowledgement of the Policy changes, and that reporting infractions to law
162 enforcement would be based on the situation and in accordance with the law and local policy.

163
164 A motion was made by Vice Chairman Jones to approve the following recommended Personnel
165 Resolution amendment to the Technology Device and Network Policy. His motion was seconded
166 by Commissioner Hunt and approved in a 6-0 roll call vote.

167
168 Article VII. Conditions of Employment, Section 6. Technology, Device, and Network Policy

169
170 **This policy covers the use of electronic technology resources** belonging to, or used by,
171 Craven County. It includes, but is not limited to, all computers, telephones, tablets, similar
172 devices and their attached peripherals, e-mail and communication systems, software,
173 network resources and internet resources, cloud-based systems and Artificial Intelligence
174 powered tools. All technology resources owned by Craven County, to include the
175 intellectual products generated by those resources, are County property. These systems
176 are in place to facilitate employee efficiency and productivity.

177
178 A. Definitions

179 **Electronic technology resources** include, but are not limited to, all computers,
180 telephones, tablets, cameras, video and audio recording devices, similar devices
181 and their attached peripherals, e-mail and communication systems, software,
182 network resources and internet resources, cloud-based systems and Artificial

183 Intelligence powered tools.
184 These resources encompass both hardware and software used for communication,
185 recording, data processing, and information sharing.

186
187 **Users**, as used
188 in this policy, refer to all employees, elected officials, appointees, employees of
189 elected officials and appointees, interns, volunteers, independent contractors,
190 contract workers, and individuals employed in positions funded in total, or in part,
191 by Craven County through memorandums of agreement, memorandums of
192 understanding, or other such agreement and other persons or entities accessing or
193 using any of Craven County's electronic technology resources.

194
195 **Software** refers to the set of programs, applications, and operating systems that
196 enable devices such as computers, laptops, tablets, mobile devices, and other
197 electronic equipment to perform specific functions. This includes system software
198 (e.g., operating systems), application software (e.g., productivity tools, mobile
199 apps, and web-based/cloud-based applications), and custom-developed
200 programs.

201
202 **Network resources** refer to the infrastructure, systems, and tools that facilitate the
203 communication, transmission, and sharing of data across a network. This includes
204 physical components (e.g., servers, routers, switches, access points, and cables),
205 virtual components (e.g., cloud-based services, virtual machines, and software-
206 defined networks), and services (e.g., internet access, file sharing, databases, and
207 communication tools). Network resources enable connectivity, collaboration, and
208 access to information within and beyond an organization.

209
210 **Internet** is a global network of interconnected computer systems, servers, and
211 devices that communicate using standardized protocols to exchange data. It
212 enables access to information, services, and resources, supporting
213 communication, collaboration, and commerce on a worldwide scale.

214
215 **Device** as defined in G.S. 143-805(g)(1), any electronic equipment capable of
216 connecting to a network.

217
218 **Network** as defined in G.S. 143-805(g)(3), including the interconnection of
219 communication systems and internet access.

220
221 **Pornography** as defined in G.S. 143-805(g)(4), any material depicting sexual
222 activity, as further defined in G.S. 14-190.13.

223
224 **B. Scope**
225 This policy shall apply to all employees, elected officials, appointees, employees of
226 elected officials and appointees, interns, volunteers, independent contractors,

227 contract workers, and individuals employed in positions funded in total, or in part,
228 by Craven County through memorandums of agreement, memorandums of
229 understanding, or other such agreement and other persons or entities accessing or
230 using any of Craven County's electronic technology resources. All users of Craven
231 County's electronic technology resources must comply with all software licenses,
232 copyright laws, End User License Agreements (EULAs) and all other State and
233 Federal laws governing intellectual properties. Authorization to use the County's e-
234 mail systems and access to the Internet will be granted by the County Manager, or
235 his designee.

236

237 C. Ownership and Privacy Expectations

238 All technology resources and all information transmitted, received or stored on
239 Craven County systems are the property of Craven County and as such, are subject
240 to inspection by County officials. Craven County has the right, but not the duty, to
241 monitor any and all aspects of the County's electronic technology resources.
242 Craven County reserves the right for business purposes to audit and monitor the
243 information on all systems, electronic mail and information stored on computer
244 systems or media, without advance notice. This might include investigation of theft,
245 unauthorized disclosure of confidential business or proprietary information,
246 personal abuse of the system or monitoring workflow and productivity.

247

- 248 1. E-mail created, sent or received through the use of any County owned
249 resource is the property of Craven County.
- 250 2. Users should have no expectations of privacy in anything they create, send,
251 store or receive on any County owned electronic technology resources.
252 Users should compose e-mail with the expectation that it will become public.
- 253 3. No employee shall have access to Craven County electronic technology
254 resources without having received appropriate training and acknowledged
255 the Craven County Local Government Technology, Device, and Network
256 Policy.

257

258 D. Appropriate Use

259 Users of Craven County electronic technology resources represent Craven County
260 and are expected to use County provided electronic technology resources
261 responsibly and professionally.

262

- 263 1. Users have a responsibility to make every effort to ensure all information
264 disseminated through electronic technology resources is accurate.
- 265 2. Department Heads or Supervisors shall communicate to employee on times
266 of acceptable usage. Department Heads or Supervisors are responsible for
267 ensuring that overtime hours for non-exempt employees are authorized prior
268 to an employee working outside their normal hours.

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E. Mobile Technology Resources

1. While vehicles are in motion, mobile technology resources must be secured to prevent flying projectiles, should an accident occur;
2. Users are responsible for taking steps to prevent theft of mobile technology resources. Unattended vehicles containing mobile technology resources should be locked with equipment in a secured state and out of view;
3. Do not disable password protection mechanisms or leave passwords within plain view.
4. Keep all liquids and food items away from the mobile technology resources.
5. Only use UL listed and approved DC/AC power inverters producing the proper wattage for the mobile technology resources being used.
6. Users are required to bring the mobile technology resources to the Information Technology (IT) Department upon request;
7. Damage to mobile technology resources as a result of user negligence, may result in disciplinary action.

F. Prohibited Activities and Policy Violations

If Craven County determines that an employee has used electronic technology resources in a manner that violates this policy or any other State or Federal law, the violation may result in disciplinary action up to, and including, dismissal.

The following are examples of prohibited activities and violations of this policy for users of Craven County's electronic technology resources:

1. Use electronic technology resources for excessive personal purposes or in a way that interferes with work duties or productivity;
2. Solicit or advertise for personal or commercial gain;
3. Solicit or advertise for external organizations, religious, charitable, or political causes without prior authorization;
4. Create, send or store messages that may reasonably be regarded as offensive, obscene, disruptive, illegal, fraudulent, profane, embarrassing or libelous. These include information that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age disability or religious or political beliefs. Users encountering or receiving such material should immediately report the incident to their supervisor.
5. To send or receive copyrighted materials, proprietary information or similar materials without express authorization from the author;
6. Send or forward e-mail, either internally or externally, without identifying themselves clearly and accurately. Anonymous or pseudonymous posting is expressly forbidden.
7. Attempt to access another employee's e-mail without explicit permission;

- 313 use another employee’s access code, password or account to view, alter or
 314 distribute information without the express authorization of that employee or
 315 the employee’s supervisor;
- 316 8. Use County electronic technology resources to access and use sensitive or
 317 confidential information that deviates from its intended purpose;
- 318 9. Install unauthorized software or applications on County technology
 319 resources, including employee-owned software, freeware, shareware, or
 320 internet-distributed programs;
- 321 10. Alter, add or remove any county electronic technology resource without
 322 authorization from the Information Technology Department;
- 323 11. Perform System Administrator functions on servers or systems attached to
 324 the county network without authorization from the Information Technology
 325 Department;
- 326 12. Use electronic resources in any illegal, malicious or inappropriate manner;
- 327 13. Violation of North Carolina General Statute 143-805 - Prohibit viewing of
 328 pornography on government networks and devices.
- 329
- 330 a. Employees are prohibited from viewing pornography on Craven
 331 County’s network, regardless of whether the device used is personal
 332 or agency-owned.
- 333 b. Employees, elected officials, appointees, and students are
 334 prohibited from viewing pornography on devices owned, leased,
 335 maintained, or otherwise controlled by Craven County.
- 336 c. These prohibitions shall not apply to an official or employee that is
 337 engaged in any of the following activities in the course of that official’s
 338 or employee’s official duties:
- 339
- 340 i. Investigating or prosecuting crimes, offering or participating in
 341 law enforcement training, or performing actions related to other
 342 law enforcement purposes.
- 343 ii. Identifying potential security or cybersecurity threats.
- 344 iii. Protecting human life.
- 345 iv. Establishing, testing, and maintaining firewalls, protocols, and
 346 otherwise implementing this section.
- 347 v. Participating in judicial or quasi-judicial proceedings.
- 348 vi. Conducting or participating in an externally funded research
 349 project at one of the constituent institutions of The University of
 350 North Carolina.
- 351 vii. Researching issues related to the drafting or analysis of the laws
 352 of this State as necessary to fulfill the requirements of the
 353 employee’s official duties.
- 354

- 355 d. Violations of this policy will result in disciplinary actions, which may
356 include but are not limited to:
- 357 i. For employees: Disciplinary action up to and including
358 dismissal in accordance with Article IX. Separation, Disciplinary
359 Action & Reinstatement.
 - 360 ii. For elected officials and appointees: Disciplinary action
361 provided for in accordance with North Carolina General
362 Statutes.
 - 363 iii. For interns and volunteers: Internships and volunteer
364 arrangements may be terminated immediately without notice.
 - 365 iv. For all users: access and authorized use of all Craven County
366 electronic technology resources may be terminated.
- 367

368 **DEPARTMENTAL MATTERS: WATER**
369 **ASSET INVENTORY AND CAPITAL IMPROVEMENT PLAN ENGINEERING**
370 **SERVICES**
371

372 Water Superintendent, Dail Booth, shared that the Water Department is preparing to conduct an
373 Asset Inventory Assessment (AIA) to study existing water infrastructure assets in the county to
374 determine the need to repair and/or replace those assets. Upon the assessment's completion, a 10-
375 year Capital Improvement Plan (CIP) would be developed to address those needs in the long-
376 term budgeting process. The Request For Qualification (RFQ) process was conducted, interviews
377 were scheduled and held with two interested contracting firms, as shown in the AIA Water CIP
378 Project Interview Score document provided. CJS Conveyance was identified as the best
379 candidate to conduct the engineering services for the AIA and CIP project due to their thorough
380 knowledge of the County's expansive water system and experience in conducting services for
381 AIA and CIP projects. Mr. Booth requested the Board's consideration of awarding the contract to
382 CJS Conveyance.

383

384 In response to Vice Chairman Jones' inquiry of cost, Mr. Booth clarified that cost was not part of
385 the RFQ criteria, and therefore the firms did not submit estimates; however, the current Water
386 Department CIP budget includes \$180,000.00 as estimated for these services and should come
387 within that budget.

388

389 In response to Chairman Bucher's inquiry, Mr. Booth shared that upon thorough research,
390 Craven's water system dates back to the late 70s in most areas, which is relatively young in
391 comparison. The County's system has primarily PVC pipes, and further improvements will come
392 with the Highway development. The County's current challenge is due to the age of the wells
393 being nearly 50 years old. He concluded that these studies will be favorable with the State as
394 they consider grant or other funding opportunities for future water projects.

395

396 Mr. Booth also shared information on how a citizen can still pay/view their water bill online
397 and/or by phone and he will resend those instructions to them.

398

399 A motion was made by Commissioner Hunt to approve the award of the Craven County Water
400 System Asset Inventory Assessment and Capital Improvement Plan development project to CJS

401 Conveyance and authorize staff to execute all necessary documents and agreements related to the
 402 project. Her motion was seconded by Commissioner Howard and approved in a 6-0 roll call vote.
 403

404 **DEPARTMENTAL MATTERS: ADMINISTRATION**
 405 **BUDGET AMENDMENT**

406
 407 County Manager, Jack Veit, presented a budget amendment in the amount of \$21,000.00 for the
 408 Commissioners’ budget that occurred from the Eastern Carolina Council (ECC) increase in
 409 membership fees that was not realized during budget planning and therefore was not included.
 410 He explained that a Line-Item Transfer was performed in September to cover the increase which
 411 resulted in a shortfall in other line items, such as Travel and Training.
 412

413 Commissioner Howard shared supportive comments on the critical services ECC provides,
 414 especially to the smaller in size municipalities and that their increase was across the board. Mr.
 415 Veit also noted this was their first increase in over decade.
 416

417 A motion was made by Commissioner Mitchell to approve the following budget amendment, as
 418 presented, in the amount of \$21,000.00. Her motion was seconded by Commissioner Smith and
 419 approved in a 6-0 roll call vote.
 420

421 *Commissioners/4110*

422	423	424	425	426	427	428	429	430	431
	REVENUES	AMOUNT		EXPENDITURES		AMOUNT			
425	1010000-39901	\$21,000.00		1014110-42500		\$15,000.00			
426	Current Year Fund Balance			Travel/Training					
427				1014110-44000		\$ 4,500.00			
428				Contract Services					
429				1014110-43240		\$ 1,500.00			
430				Supplies – Other					
432	TOTAL	\$21,000.00		TOTAL		\$21,000.00			

434 **APPOINTMENTS**

435
 436 *Appointments of Citizens to Boards and Committees*

437
 438 *Pending*

439
 440 Commissioner Smith inquired if the vacancy for the Craven Aging Planning Board must be filled
 441 by someone within her district. It was verified by the Clerk and County Manager that the vacant
 442 seat is for the 60+ Representative and is not subject to a commissioner district.
 443

444 Chairman Bucher asked the Commissioners to review the following pending appointments in
 445 preparation for the next meeting.
 446

- 447
448 ➤ Community Child Protection Team (Law Enforcement)
449 ➤ Craven Aging Planning Board
450 ➤ Craven County Clean Sweep Committee
451 ➤ Craven County Health Board
452 ➤ Craven County Planning Board (District 1)
453 ➤ Emergency Medical Services (Medical Society Member)
454 ➤ Highway 70 Corridor Committee
455 ➤ Juvenile Crime Prevention Council (Attorney and LEO)
456 ➤ Vanceboro/Craven County Library
457 ➤ Volunteer Agricultural District (District 1 and 6)
458

459 Vice Chairman Jones brought before the Board Brent Manning's application for the vacant seat
460 on the Vanceboro/Craven County Library Board. Commissioner Mitchell nominated Mr.
461 Manning and he was appointed by acclamation.
462

463 *Current*

464
465 *Coastal Regional Solid Waste Management Authority (CRSWMA)*

466
467 Vice Chairman Jones nominated Jack Veit for reappointment. There being no additional
468 nominations, Mr. Veit was reappointed by acclamation.
469

470 *Coastal Carolina Regional Airport Authority*

471
472 Commissioner Smith nominated Tyler Harris for reappointment. There being no additional
473 nominations, Mr. Harris was reappointed by acclamation.
474

475 *Juvenile Crime Prevention Council (JCPC)*

476
477 Commissioner Hunt nominated Albert Lester for reappointment. There being no additional
478 nominations, Mr. Lester was reappointed by acclamation.
479

480 Commissioner Hunt nominated Lt. Robert Holton for appointment to fill the LEO vacant seat.
481 There being no additional nominations, Lt. Holton was appointed by acclamation.
482

483 *Voluntary Agriculture District Advisory Board (VAD)*

484
485 Vice Chairman Jones nominated Jackie Anderson and Dale Dawson for reappointment. There
486 being no additional nominations, Mr. Anderson and Mr. Dawson were reappointed by
487 acclamation.
488

489 *Upcoming*

490
491 Chairman Bucher reviewed upcoming appointments to boards and committees whose terms are
492 due to expire in January 2025.

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Appointments of Commissioners to Boards and Committees

Chairman Bucher stated that Commissioner Smith will now be serving on the Partners in Education (PIE) Board.

Commissioners’ Appointments December 2024 – December 2025

A. Required by Statute:

- Aging Planning Board (**Smith**)
- Craven County Health Board (**Bucher**)
- CRSWMA -Voting Member (**Jones**)
- Down East RPO (**Howard**)
- East Carolina Workforce Development Board (**Smith**)
- Juvenile Crime Prevention Council (**Smith**)
- Local Emergency Planning Committee (**Hunt**)
- MPO (**Mitchell**)
- Tourism Development Authority (**Mark**)

B. Required in By-Laws or by County Funding:

- ACT (**Mitchell**)
- Cove City Library Board (**Jones**)
- *Craven-Pamlico Regional Library (**Jones**)
- Dix Crisis Center (**Smith**)
- Havelock City Library Board (**Howard & Hunt**)
- Highway 70 Corridor Committee (**Mark**)
- Partners in Education (PIE) (**Smith**)
- Realize U252 (**Howard**)
- Trillium (**Hunt**)
- Vanceboro Library Board (**Mark**)

C. Required by Policy

- C1A (**Bucher**)
- Eastern Carolina Council of Governments (**Howard**)
- Kellenberger Foundation (**Jones**)
- Military Civilian Community Council (**Hunt**)
- New Bern Craven County Library Board (**Mitchell**)
- Tryon Palace Commission (**Jones**)
- Smart Start (**Smith**)
- Swiss Bear (**Bucher**)

539 **D. Other Boards with Commissioner Presence (serve regular terms):**

540

541 ABC Board (***Bucher***)

542 CarolinaEast Hospital Board (***Mark & Bucher***)

543 Coastal Regional Airport Authority (***Jones***)

544 Craven Community College Board of Trustees (***Mitchell***)

545

546

COUNTY ATTORNEY'S REPORT

547

548 County Attorney, Arey Grady, had nothing to report.

549

550

COUNTY MANAGER'S REPORT

551

552 County Manager, Jack Veit, reported that the City of New Bern approved the lease of the former
553 Firemen's Museum located at 408 Hancock Street for the County to utilize during the
554 renovations of the Senior Center, starting January 1, 2025 until approximately the fall. There is
555 no cost to the lease and the County would be responsible for maintenance while in the space, as
556 normal. Mr. Veit requested the Chairman's authorization.

557

558 A motion was made by Commissioner Mitchell to approve the Chairman to authorize execution
559 of the Lease Agreement. Her motion was seconded by Commissioner Smith and unanimously
560 approved.

561

562 Mr. Veit commented on his recent attendance at the Coastal Regional Solid Waste Management
563 Authority (CRSWMA) meeting and thanked the Board for his reappointment. He said that the
564 Authority does great work and is looking forward to the expansion of the needed landfill space.
565 He also announced that Carteret County has two projects underway, one resulting from a fire to
566 their Transfer Station and an expansion dating back to Hurricane Florence, which will naturally
567 cause hiccups in the system. He noted that he and Vice Chairman Jones are mindful and remain
568 vigilant of the cost of trash sticker prices to the consumer. Mr. Veit recently attended the
569 Sheriff's Office Open House and thanked the Sheriff, as it was a great event and great to visit
570 with his staff. Mr. Veit concluded with wishing a Merry Christmas to the Commissioners and
571 expressed his thanks and gratitude to the staff and citizens of Craven County.

572

573

COMMISSIONERS' REPORTS

574

575 *Commissioner Howard* thanked the Sheriff, as he has received positive feedback on the bus
576 passing issue in Carolina Pines. He continued with appreciation to Mr. Veit for addressing the
577 online meetings for a citizen and to Mr. Strawn for his quick response to citizen inquiries. He
578 concluded that he recently attended an Eagle Scout ceremony at Garber United Methodist
579 Church where Erica Smith was recognized. He expressed how heartwarming it was to see the
580 younger generation doing fantastic work, such as the Eagle Scouts. He wished everyone a Merry
581 Christmas.

582

583 *Commissioner Mitchell* wished all a Merry Christmas and safe and joyous Holiday.

584

585 *Commissioner Smith* thanked the citizens for the opportunity to serve and expressed that it has
586 been a great experience. She recognized Chad Strawn for the work he has done to help citizens
587 within her community by refurbishing the lawn at the Center and relayed how ecstatic the
588 community is about it, and also for connecting Baptist on Mission to help a family in her
589 community that were in great need. She added they are still dealing with beavers, and Mr.
590 Strawn is helping with that. She expressed great thanks for the helpfulness of all staff, including
591 Management and the Sheriff's Office.

592

593 *Commissioner Hunt* echoed the sentiments Commissioner Smith expressed towards the
594 helpfulness of staff, Management and Sheriff's Office. Mrs. Hunt wished all a Merry Christmas
595 and looks forward to a great year for Craven County in 2025.

596

597 *Vice Chairman Jones* reported that CRSWMA is now paying towards roadside pickup starting
598 today along Hwy 70 in hopes that there will be less trash accumulation along the highway over
599 the holiday season. He further addressed a concern in western Craven County at the intersection
600 of Tuscarora Rhems Road, Drymonia Road and old Hwy 70, where there was a very bad
601 accident on Friday night, among several other accidents there this year. He added that even
602 though this area has been under observation by himself, the Planning Department and DOT from
603 a year ago, it continues to be a problem. He added that DOT is willing to take action for making
604 changes and wants to make sure it's the right thing to do, with consideration of how busy the
605 intersection is from large trucks and the Landfill being in proximity.

606

607 Vice Chairman Jones requested the Board's permission to ask Mr. Strawn and Administrative
608 staff to meet with DOT to conduct a review of crash data of this intersection and identify how to
609 best address the issue. Vice Chairman Jones reiterated that it is important that whatever is
610 decided that the intersection should be safe and done in the right way. Upon Commissioner
611 Mitchell's amendment to the meeting request, that it should occur sooner than later, a consensus
612 was held among the Board for immediate action to schedule a meeting with DOT.

613

614 *Chairman Bucher* added that since it has been a while since DOT has updated the Board, he
615 requested they provide an update. Mr. Veit added that their new Division Engineer
616 Mary Beth Houston will start in January/February and will schedule that with her, as well as Ms.
617 Wendy Johnson to update on the Bypass project.

618

619 Vice Chairman Jones also thanked the Sheriff and his staff for patrolling the area almost daily
620 and suggested Mr. Strawn to work with them as they may can provide feedback helpful in the
621 review. He concluded with wishing all a Merry Christmas.

622

623 Chairman Bucher thanked Mr. Veit, Management and all staff, and expressed how impressed his
624 is with the work they do for the County. He wished all a Merry Christmas.

625

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630

CLOSED SESSION

631 Chairman Bucher announced a five-minute recess to transition to Closed Session. Attorney
 632 Grady stated that the motion is needed and should reference NCGS 143.318 11(a)(3) to protect
 633 attorney-client privilege.

634
 635 At 9:09 AM a motion was made by Commissioner Hunt to enter into Closed Session pursuant to
 636 NCGS 143.318 11 (a)(3) to protect attorney-client privilege. Her motion was seconded by
 637 Commissioner Mitchell and unanimously approved.

638
 639 At 9:31 AM a motion was made by Commissioner Hunt to return to Open Session. Her motion
 640 was seconded by Commissioner Mitchell and unanimously approved.

641
 642 Mr. Veit stated that as it was discussed in Closed Session, a motion is needed to approve the
 643 County Manager to authorize a budget amendment, per the executed agreement with the City of
 644 New Bern, to pay the City of New Bern fuel invoice up to \$191,000.00. That motion was made
 645 by Commissioner Mitchell and seconded by Commissioner Howard and approved in a 6-0 roll
 646 call vote.

647
 648 *Non-Departmental*

649

650	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
651				
652	1010000-39901	\$191,000.00	1014290-43300	\$191,000.00
653	Current Year Fund Balance		Miscellaneous	
654				
655	TOTAL	\$191,000.00	TOTAL	\$191,000.00

656
 657 At 9:32, a motion was made by Chairman Bucher to adjourn the meeting and approved
 658 unanimously.

Craven County

RELEASES SUBJECT TO BOARD APPROVAL ON 1/6/2025

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
BONNICI, ANTHONY M PROPERTY VALUE CORRECTION	64050	2024	205029	146.22
BROOME, STEVEN DAVID NOT TAXABLE TO CRAVEN COUNTY	137993	2024	413595	24.11
COWLEY, CASSIDY WILLOUGHBY DOUBLE BILLED	142417	2024	413530	174.18
DAVIS, EMMA H RECYCLE FEE CORRECTION	55760	2024	15999	72.00
FARRY, KENNETH EUGENE DID NOT OWN JANUARY 1	35609	2024	222937	77.61
FARRY, KENNETH EUGENE DID NOT OWN JANUARY 1	35609	2024	411539	66.24
FENNER, LALLOR HRS MOBLE HOME/ PROPERTY RAZED	2272800	2024	15998	0.48
GILLIKIN, CHARLES MICHAEL CORRECTED DISCOVERED PROPERTY VALUE	142484	2024	413683	69.32
GILLIKIN, CHARLES MICHAEL CORRECTED DISCOVERED PROPERTY VALUE	142484	2024	413686	114.25
GILLIKIN, CHARLES MICHAEL CORRECTED DISCOVERED PROPERTY VALUE	142484	2024	413685	79.59
JONES, BOBBY G & PATRICIA BILLING ERROR	38791	2024	202947	423.82
KILLETTE, DENNIS MICHAEL DOUBLE BILLED	84193	2024	411918	47.25
KILLETTE, DENNIS MICHAEL DOUBLE BILLED	84193	2024	411920	54.26
KILLETTE, DENNIS MICHAEL DOUBLE BILLED	84193	2024	411922	78.26
KILLETTE, DENNIS MICHAEL DOUBLE BILLED	84193	2024	411924	88.72
KILLETTE, DENNIS MICHAEL DOUBLE BILLED	84193	2024	411928	99.23
KILLETTE, DENNIS MICHAEL DOUBLE BILLED	84193	2024	411941	111.40
NICHOLS, NICHOLAS WILILAM DID NOT OWN JANUARY 1	86828	2024	413639	129.46
NICHOLS, NICHOLAS WILILAM DID NOT OWN JANUARY 1	86828	2024	413641	114.11
PERRAULT, GEORGE N & MONIQUE J VETERANS EXCLUSION	54309	2024	48843	259.26
REAGAN, GRIFFIN BUCKLIN NOT TAXABLE TO CRAVEN COUNTY	202491207500	2024	912075	187.01
ROBERSON, THERESA ANN DOUBLE BILLED	33253	2022	200896	69.22
ROBERSON, THERESA ANN DOUBLE BILLED	33253	2023	200896	118.47
SCHULZ, BRADLEY NOT TAXABLE TO CRAVEN COUNTY	142303	2024	413320	60.67
SCHULZ, BRADLEY NOT TAXABLE TO CRAVEN COUNTY	142303	2024	413319	54.04
SCHULZ, BRADLEY NOT TAXABLE TO CRAVEN COUNTY	142303	2024	413318	48.75

Craven County

RELEASES SUBJECT TO BOARD APPROVAL ON 1/6/2025

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
SHOTWELL, MICHAEL & TERESA NOT TAXABLE TO CRAVEN COUNTY	124084	2024	413185	175.64
SHOTWELL, MICHAEL & TERESA NOT TAXABLE TO CRAVEN COUNTY	124084	2024	413184	158.07
TYNDALL, JOYCE SANDLIN DID NOT OWN JANUARY 1	7394820	2022	210682	23.25
WELLS, KIMBERLY HEATH RECYCLE FEE CORRECTION	33825	2024	200960	72.00
WOOTEN, SHIRLEY H RECYCLE FEE CORRECTION	11327	2024	203774	72.00

31 RELEASES SUBJECT TO BOARD APPROVAL ON 1/6/2025: **3,268.89**

Craven County

REFUNDS SUBJECT TO BOARD APPROVAL ON 1/6/2025

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
LOFURNO, CHARLES ANTHONY JR INCORRECT SITUS/ REBILL	118774	2024	221441	29.08
METTS, TINA MARIE RECYCLE FEE CORRECTION	21105	2024	31278	72.00
PERRAULT, GEORGE N & MONIQUE J VETERANS EXCLUSION	54309	2023	48843	247.26
ROBERSON, THERESA ANN DOUBLE BILLED	33253	2019	200896	120.34
ROBERSON, THERESA ANN DOUBLE BILLED	33253	2020	200896	122.51
ROBERSON, THERESA ANN DOUBLE BILLED	33253	2021	200896	149.35
ROBERSON, THERESA ANN DOUBLE BILLED	33253	2022	200896	71.65

7 REFUNDS SUBJECT TO BOARD APPROVAL ON 1/6/2025: **812.19**

DEPARTMENTAL MATTERS:

**6. Emergency Services – Duke Grant Award – Budget Amendment:
Stanley Kite**

Emergency Services applied for a Duke Energy Grant to purchase one (1) Distributable Emergency Network (DEN) XL portable, rugged and mobile platform. This unit is built to support large command posts, Emergency Operation Center (EOC) and mobile command unit. The unit would be used for coordination of fire departments including swift water rescue divisions, Emergency Medical Service, Law Enforcement Agencies maintaining emergency assistance, security and specialty rescue equipment. This unit would be assigned to Craven County Emergency Services for use in the EOC and could be mobile to use in a temporary EOC in the event of evacuation of the primary EOC. This unit can also be transported to a local community operation on a smaller scale disaster to facilitate coordination efforts providing communications infrastructure if the main communications infrastructure is damaged or out of service.

The Board will be requested to approve a budget amendment, provided in the attached document, in the amount of \$25,010.

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

DEPARTMENTAL MATTERS:

7. Economic Development: Jeff Wood

A. Project Emerald Grant Agreement and Resolution

Project Emerald is a local real estate developer who intends to develop property at the Craven County Industrial Park. The initial development, at its completion, is expected to be valued at approximately \$2,000,000. Furthermore, the developer anticipates other industrial warehouse facilities at 120 Corporate Lane by December 31, 2029, such additional facilities are expected to be valued at approximately \$4,000,000 to \$5,000,000. To assist in this investment, the Craven County Board of Commissioners will provide a grant of \$300,000 over five years. The Economic Development Department requests approval of the Grant Agreement and accompanying Resolution.

Under Article IV section 4.1(b) of the grant agreement, Project Emerald will be required to have a portion of the facility leased prior to any assistance. When this section has been completed, the Department will provide the Commissioners with a budget amendment or include the grant in the Department's FY 2026 budget.

A copy of the grant agreement and resolution is provided in the attached documents.

Board Action: Approve Grant Agreement and accompanying Resolution and authorize staff to execute all necessary documents related to Project Emerald.

ECONOMIC DEVELOPMENT GRANT AGREEMENT

THIS ECONOMIC DEVELOPMENT GRANT AGREEMENT is effective the 6th day of January, 2025, by and between **CRAVEN COUNTY** and **EFIRD COMMERCIAL REAL ESTATE LLC**, as follows:

W I T N E S S E T H:

ARTICLE I

Definitions

Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Article. The defined terms appearing in this Article are set forth in exact form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical capitalized form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein.

1.1 "Agreement" means and refers to this Economic Development Grant Agreement.

1.2 "Taylor" means and refers to **Efird Commercial Real Estate LLC**, a North Carolina limited liability company, its successors and assigns.

1.3 "County" means and refers to Craven County, a body politic and corporate.

1.4 "Parties" means and refers to County and Taylor collectively.

1.5 "New Facility" means and refers to a new industrial warehouse facility of at least 20,000 square feet that will be constructed by Taylor on lot 6 in the Craven County Industrial Park ("Lot 6"), located at 201 Industrial Drive, New Bern, North Carolina.

1.6 "Completion Date" means the date upon which the New Facility is substantially complete, subject only to final "upfit" to meet the needs and specifications of a lessee of same.

ARTICLE II

Recitals

2.1 County has determined that County has historically suffered a degree of economic and fiscal distress which can be remedied in part by the expansion of industries currently located in County.

2.2 County has determined that residents in Craven County have an average wage level that is below average state wage levels, a deficiency that can be remedied in part by the attraction

of new industries to Craven County. County also has determined that Craven County periodically suffers an unemployment rate higher than state and national unemployment rates.

2.3 County has determined that the attraction of new industries to locate in Craven County will benefit County and its residents by increasing and diversifying both the personal property and real property ad valorem tax bases and thus tax revenue, which will make available to County more funds with which to improve the general health, safety, and welfare of County's residents; by providing a greater number of jobs, which will result in salaries and benefits that are not currently available to residents of County; by stimulating secondary economic activity that is directly beneficial to County and its residents, including residential real estate development and the expansion of existing services and businesses; by increasing and improving the infrastructure of County; by increasing the economic opportunity available to County's residents and by improving the general technical training of County's workforce.

2.4 The New Facility, at its completion, is expected to be valued at approximately \$2,000,000. Furthermore, Taylor anticipates building 2 other industrial warehouse facilities at Lot 6 by December 31, 2029, such additional facilities expected to be valued at approximately \$4,000,000 to \$5,000,000, combined.

2.5 Pursuant to N.C. Gen. Stat. § 158-7.1, local governments, including County, are authorized:

[T]o make appropriations for the purposes of aiding and encouraging the location of manufacturing enterprises, making industrial surveys and locating industrial and commercial plants in or near such city or in the county; encouraging the building of railroads or other purposes which, in the discretion of the governing body of the city or of the county commissioners of the county, will increase the population, taxable property, agricultural industries and business prospects of any city or county. These appropriations may be funded by the levy of property taxes pursuant to G.S. 153A-149 and 160A-209 and by the allocation of other revenues whose use is not otherwise restricted by law.

In an effort to reward and encourage Taylor's investment in the New Facility, County does desire to provide Taylor a cash grant of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) in order to offset some of Taylor's expected infrastructure and utility costs associated with the New Facility and anticipated future facilities. Moreover, County has determined that the agreements herein will necessarily result in an overall economic effect many times greater than the value of the proposed grant, that the proposed grant will stimulate the local

economy, promote business and result in the creation of a substantial number of jobs that pay at or above the average wage in County.

2.6 Accordingly, Taylor and County do hereby desire to execute this Agreement to memorialize the agreements and understandings of the Parties relative to the matters and transactions herein contemplated.

ARTICLE III

Term of the Agreement

The term of this Agreement shall expire and terminate on December 31, 2026.

ARTICLE IV

Responsibilities of Taylor

4.1 As consideration for the grant to be made pursuant to this Agreement, Taylor agrees to undertake each of the following:

(a) Construct the New Facility and promptly notify County of the Completion Date, once it has occurred;

(b) Cause the New Facility (either left half, right half or both, to be leased by a third party (such third party having no affiliation with Taylor) on commercially reasonable terms and conditions;

(c) Provide County paid invoices for installation, construction or improvement to water and sewer infrastructure totaling a minimum of Three Hundred Thousand and 00/100 dollars (\$300,000.00);

(d) At all times during the term of this Agreement, pay timely and before delinquency all ad valorem property taxes assessed by County as to the New Facility;

(e) Provide an affidavit to County verifying that Taylor has complied with its obligations under **Sections 4.1(a) through 4.1(d) inclusive** hereof;

(f) Host a tour for County representatives at the New Facility on or after the Completion Date, or, in the alternative, on or after the date of completion of “upfits” required by a lessee;

(g) At all times during the term of this Agreement, act in accordance with a standard of good faith and fair dealing with County.

4.2 Taylor’s performance of all four actions described in Sections 4.1(a) through 4.1(d), inclusive, shall be the only conditions precedent for payment from County as described in Article

V hereof. Taylor's failure to perform any one or more of the four actions described in Sections 4.1(a) through 4.1(d), inclusive, shall relieve County of any obligation to pay the Grant.

ARTICLE V

Responsibilities of County

5.1 As consideration for this Agreement, County agrees to:

(a) Pay Three Hundred Thousand and 00/100 Dollars (\$300,000.00) to Taylor upon receipt by County of the affidavit described in Section 4.1(e), provided County reserves the right to make reasonable inquiries regarding Taylor's performance of its obligations hereunder, and provided further that upon payment such sum shall be nonrefundable; and

(b) At all times during the term of this Agreement, act in accordance with a standard of good faith and fair dealing with Taylor.

ARTICLE VI

Termination

6.1 Mutual Termination: This Agreement may not be terminated except as provided herein, provided this Agreement may be mutually terminated by a written agreement signed by both parties.

6.2 Unilateral Termination: Either County or Taylor may terminate this Agreement upon thirty (30) days prior written notice if the Completion Date has not occurred by December 31, 2026.

ARTICLE VII

Indemnity and Representations

7.1 Indemnity: Taylor shall indemnify County against all expenses, liabilities, and claims, including reasonable attorneys' fees, that are actually incurred by County and have arisen from gross negligence or willful misconduct on the part of Taylor in connection with Taylor's affirmative obligations under this Agreement.

7.2 Representations: Taylor and County each represent and warrant to the other that it has the legal right and authority to enter into this Agreement and to perform its respective obligations hereunder.

ARTICLE VIII

Miscellaneous

8.1 Amendment: This Agreement may not be modified or amended except by subsequent written agreement authorized by each Party and signed by authorized representatives of both parties.

8.2 Severability: If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

8.3 Entire Agreement: This document contains the entire Agreement between the Parties, and no statement, oral or written, made by either Party or agent of either Party that is not contained in this Agreement shall be valid or binding.

8.4 Remedies: This Agreement shall be enforceable by the Parties hereto by all remedies available at law or in equity, including but not limited to specific performance. Failure or delay to exercise any right, remedy or privilege hereunder shall not operate as a waiver of such right, remedy or privilege nor prevent subsequent enforcement thereof.

8.5 Covenant of Further Assurances: County and Taylor agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purpose and intent of this Agreement and that each shall have an ongoing duty of good faith and fair dealing with the other.

8.6 Assignment: No assignment (in whole or in part), delegation, transfer, or novation of this Agreement or any part thereof shall be made unless approved by both County and Taylor, provided that Taylor may assign this Agreement to any person or entity that acquires legal title to Lot 6 or any portion, thereof, during the term of this Agreement.

8.7 Multiple Originals: This Agreement shall be executed by the parties hereto in duplicate originals, each of which, when executed, shall constitute one and the same Agreement and one of which shall be retained by each Party.

8.8 Governing Law: This Agreement shall be governed in accordance with the laws of the State of North Carolina and, as applicable, the laws of the United States of America.

8.9 Confidentiality: The Parties agree that the terms and conditions of this Agreement and the administration thereof shall be held in the confidence and not shared with or disseminated to parties who are not Parties to this Agreement, except: (i) as required by law, including but not limited to Chapter 132 of the General Statutes of North Carolina; (ii) with the prior approval of the other Party (not to be unreasonably withheld); and (iii) by the Parties with their respective advisors, for enforcement and defense of rights and duties hereunder.

8.10 Limitations of Liability/No Third-Party Beneficiaries: No elected official, officer, employee, agent, contractor or consultant of County shall have any personal liability to Taylor or any successor in interest to Taylor with respect to the subject matter of this Agreement. No partner, member, shareholder, officer, director, trustee, beneficiary, employee, agent, contractor or consultant of Taylor shall have any personal liability to County or any successor in interest to County with respect to the subject matter of this Agreement. Neither Party shall be liable for consequential, incidental, indirect, punitive or special damages, however caused, including, without limitation, for breach of warranty, breach or repudiation of contract, detrimental reliance, tort, strict liability, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages. In furtherance and not limitation of the foregoing, each Party expressly acknowledges and agrees that there are no third-party beneficiaries to this Agreement; that no one or more individuals or groups of individuals have been guaranteed initial or continued employment in connection with the development, construction or operation of the New Facility; and that neither County nor Taylor have guaranteed for any one or more taxpayers or citizens of County that any particular amounts or types of tax revenues will accrue to any one or more taxing bodies from the New Facility or Taylor's operation thereof.

8.11 Representations and Warranties: Except as specifically agreed to herein, neither party makes any representations or warranties in relation to the subject matter of this Agreement.

ARTICLE IX

Notices

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of the date it is (a) delivered by hand; (b) mailed, postage prepaid return receipt requested, to the parties at the addresses listed below or later specified in writing; or (c) sent, shipping prepaid, return receipt requested, by a national courier service, to the parties occupying the positions indicated at the addresses listed below.

County: Craven County Board of Commissioners
c/o County Manager
406 Craven Street
New Bern, North Carolina 28560

With copies to: Craven County Economic Development
406 Craven Street
New Bern, North Carolina 28560

Arey W. Grady, III, County Attorney
244-A Craven Street
New Bern, North Carolina 28560

Company: EFIRD Commercial Real Estate
225 N Cardinal Extension Dr
Wilmington, North Carolina 28405
Attn: John Taylor

With copy to: John Taylor
1321 Commerce Drive
New Bern, North Carolina 28562

**SIGNATURE PAGE TO
ECONOMIC DEVELOPMENT GRANT AGREEMENT
BY AND BETWEEN
CRAVEN COUNTY AND EFIRD COMMERCIAL REAL ESTATE, LLC:**

IN WITNESS HEREOF, the parties hereto, intending to be bound, have executed this Agreement in duplicate originals the day and year first above written.

CRAVEN COUNTY

Name: _____

Title: _____

Date: _____

(COUNTY SEAL)

ATTEST:

ABIGAIL G. WILSON, Clerk,
Craven County Board of Commissioners

EFIRD COMMERCIAL REAL ESTATE

BY: _____

_____, its _____

**RESOLUTION OF THE CRAVEN COUNTY BOARD OF COMMISSIONERS APPROVING
AWARD OF ECONOMIC DEVELOPMENT GRANT**

WHEREAS, Craven County (hereinafter "County") has determined that County has historically suffered a degree of economic and fiscal distress which can be remedied in part by the expansion of industries currently located in County and the location of new industries in County; and,

WHEREAS, County has determined that County residents have an average wage level that is below average state wage levels, a deficiency that can be remedied in part by the attraction of new industries to County. County also has determined that County periodically suffers an unemployment rate higher than state and national unemployment rates; and,

WHEREAS, the expansion and location of industries in County will benefit County and its citizens by increasing and diversifying both the personal property and real property ad valorem tax bases which will increase tax revenue, and resulting ancillary economic activity will increase sales tax revenues, all of which will make available to County more funds with which to improve the general health, safety and welfare of County's citizens; by providing a greater number of jobs with higher salaries and better benefits than are now available to citizens of County; by stimulating secondary economic activity which is directly beneficial to County and its citizens, including residential real estate development and the expansion of existing services and businesses; by increasing and improving the infrastructure of County; by increasing the economic opportunity available to County's citizens and by improving the general technical training of County's workforce; and,

WHEREAS, EFIRD COMMERCIAL REAL ESTATE LLC (hereinafter "Taylor"), which specializes in commercial real estate development, intends to construct an industrial warehouse facility (hereinafter "Facility") of at least 20,000 square feet on the real property located on Lot 6, 201 Industrial Drive, in the Craven County Industrial Park, New Bern, North Carolina, to be constructed by December 31, 2026, for use and occupancy immediately upon completion, such facility expected to be valued initially at Two Million and no/100 Dollars (\$2,000,000.00); and,

WHEREAS, Taylor also anticipates building 2 other industrial warehouse facilities on the real property located on Lot 6 in the Craven County Industrial Park, such facilities expected to have a combined value of Four Million and no/100 Dollars (\$4,000,000.00) to Five Million and no/100 Dollars (\$5,000,000.00); and,

WHEREAS, Taylor's construction of the Facility, which will result in the creation of new jobs, will aid tremendously in remedying the previously identified economic and fiscal distresses suffered by County and its citizens; and,

WHEREAS, the County intends to award an economic development grant in the amount of Three Hundred Thousand and no/100 Dollars (\$300,000.00) for the installation and construction of water and sewer infrastructure for the Facility; and,

WHEREAS, N.C. Gen. Stat. § 158-7.1(a), provides:

Each county and city in this State is authorized to make appropriations for economic development purposes. These appropriations must be determined by the governing body of the city or county to increase the population, taxable property, agricultural industries, employment, industrial output, or business prospects of the city or county. These appropriations may be funded by the levy of property taxes pursuant to G.S. 153A-149 and 160A-209 and by the allocation of other revenues whose use is not otherwise restricted by law.

WHEREAS, N.C. Gen. Stat. § 158-7.1(b)(6), provides:

A county or city may extend or may provide for or assist in the extension of water and sewer lines to industrial properties or facilities, whether the industrial property or facility is publicly or privately owned.

WHEREAS, the County intends to fund the economic development grant from the general revenues and funds of the County; and,

WHEREAS, on January 6, 2025, and after proper public notice, pursuant to N.C. Gen. Stat. § 158-7.1(d) the Board of Commissioners for County held a public hearing concerning its intent to award the aforesaid economic development grant to Taylor, upon the terms and conditions herein described; and,

WHEREAS, the Board of Commissioners of County does award the economic development grant and grant to Taylor the stated funds, by and through the Economic Development Grant Agreement attached hereto and incorporated herein by reference, and does further desire that this RESOLUTION serve as a memorial of the actions taken by the Board of Commissioners on this matter.

Now, therefore, be it resolved as follows:

Section 1. That the Economic Development Grant Agreement attached hereto and incorporated herein by reference is hereby ratified and approved in its entirety.

Section 2. That County shall execute and deliver such documents and instruments as may be reasonably necessary in the opinion of counsel to County to accomplish the purposes of said Agreement, including but not limited to the payment from the general revenues and funds of the County of the grant amount contemplated under said Agreement.

Section 3. That the Chairman, Clerk to the Board, Manager, Assistant Manager, Economic Developer, County Attorney and such other officers and agents of County are hereby authorized to execute any and all documents necessary in the opinion of counsel to County to effectuate any of the transactions contemplated herein.

Section 4. That this RESOLUTION be entered in the official minutes of the Board of Commissioners of County and that the Clerk to the Board certify copies of this RESOLUTION as may be necessary in the opinion of counsel to County.

This the 6th day of January, 2025.

CRAVEN COUNTY

BY: _____
DENNIS K. BUCHER, CHAIRMAN

ATTEST:

ABIGAIL G. WILSON, CLERK

DEPARTMENTAL MATTERS:

7. Economic Development: Jeff Wood

B. ENC Tech Bridge Grant Modification – Budget Amendment

Fleet Readiness Center (FRC) East and the Department of Defense have provided a grant modification extending the agreement to December 31, 2025 and increasing the overall ceiling by \$549,121. Tasks to be funded will include:

- Education research grants to a number of universities, mostly North Carolina Colleges
- Funding for a Technology Showcase at the Riverfront Convention Center of Craven County
- Funding to operate and improve the ENC Tech Bridge at the airport
- Funding for STEM related activities including extended externships for Craven County teachers at FRC East

A copy of the Amendment of Solicitation/Modification of Contract is provided in the following document.

The Board will be requested to approve a budget amendment, provided in the attached document, in the amount of \$549,121.

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable) 1 13
6. ISSUED BY NAWCAD PROCUREMENT GROUP 21983 BUNDY ROAD, BLDG 441 PATUXENT RIVER MD 20670	CODE N00421	7. ADMINISTERED BY (If other than item 6) DCMA SOUTHEAST 3555 MAGUIRE BLVD ORLANDO FL 32803-3726		CODE S1002A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CRAVEN COUNTY GOVERNMENT CRAIG WARREN 406 CRAVEN ST NEWBERN NC 28560-4911				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. N004212380001	
				X 10B. DATED (SEE ITEM 13) 18-Sep-2023	
CODE 45AE4		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW Article VII Agreement Administration					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: keithe252868 The purpose of this modification is to 1) amend the Execution Plan to Rev. 1 (Exhibit 1), 2) increase the overall ceiling by \$549,121 as follows: CLIN 0001 by \$270,796, CLIN 0002 by \$74,675, CLIN 0003 by \$139,975, and CLIN 0004 by \$63,675 3) provide an increment of funding to CLIN 0001 by \$120,000, CLIN 0002 by \$55,000, CLIN 0003 by \$115,300, CLIN 0004 by \$25,000 4) extend the period of performance out to 12 December 2025 and lastly 5) change the Government Designated Representative from Mr. Jamaine Clemmons to Mr. Randall Lewis. Except as modified herein all other changes shall remain unchanged and in full force and effect. See page 2.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243
Page 53 of 139

Meeting Date: January 6, 2025

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$549,121.00 from \$516,048.00 to \$1,065,169.00.

The following have been modified:
BILATERAL AGREEMENT

**COLLABORATIVE PROJECT AGREEMENT MODIFICATION BETWEEN
CRAVEN COUNTY
AND
FLEET READINESS CENTER EAST (FRCEAST)
PSC BOX 8021
CHERRY POINT, NC 28560**

**Partnership Intermediary Agreement (PIA): PIA-FRCEAST-21-001, as amended
Collaborative Project Agreement No.: N00421-23-8-0001
Project: The Fleet Readiness Center East/Craven County Partnership Collaborative
Project #1
Modification: P00005
Effective Date: Upon signature by both parties
Authority: 15 U.S.C. § 3715**

Total Amount of Collaborative Project Agreement: \$1,065,169

This Collaborative Project Agreement is entered into between the United States of America (hereinafter Government), represented by the Naval Air Warfare Center Aircraft Division, on behalf of FRCEAST, and Craven County (hereinafter Partnership Intermediary (PI)) pursuant to PIA-FRCEAST-21-001, as amended, and the laws of the United States.

This modification to the agreement will become effective upon the signature of both parties, see SF30.

*Note: This agreement is being awarded utilizing a Standard Form (SF) 30 in order to ensure obligation of funding via the Navy's NERP interface. However, this agreement is not subject to the Federal Acquisition Regulation. Only terms and conditions outlined herein are applicable to this collaborative project agreement. Signatures on Blocks 19 and 20 on the SF30 constitute agreement of the parties with respect to all terms and conditions outlined herein.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has increased by \$270,796.00 from \$304,548.00 to \$575,344.00.
The total cost of this line item has increased by \$270,796.00 from \$304,548.00 to \$575,344.00.

CLIN 0002

The estimated/max cost has increased by \$74,675.00 from \$52,500.00 to \$127,175.00.
The total cost of this line item has increased by \$74,675.00 from \$52,500.00 to \$127,175.00.

CLIN 0003

The estimated/max cost has increased by \$139,975.00 from \$117,500.00 to \$257,475.00.
The total cost of this line item has increased by \$139,975.00 from \$117,500.00 to \$257,475.00.

CLIN 0004

The estimated/max cost has increased by \$63,675.00 from \$41,500.00 to \$105,175.00.
The total cost of this line item has increased by \$63,675.00 from \$41,500.00 to \$105,175.00.

SUBCLIN 000104 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000104	RDTE Funding for Task 1 P00005 COST PURCHASE REQUEST NUMBER: 1301216682				\$0.00
	ACRN AF CIN: 130121668200001			ESTIMATED COST	\$0.00 \$120,000.00

SUBCLIN 000203 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000203	RDTE Funding for Task 2 P00005 COST PURCHASE REQUEST NUMBER: 1301216682				\$0.00
	ACRN AF CIN: 130121668200001			ESTIMATED COST	\$0.00 \$55,000.00

SUBCLIN 000303 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000303	NWCF For Task 3 P00005 COST PURCHASE REQUEST NUMBER: 1301215073				\$0.00
	ACRN AE CIN: 130121507300001			ESTIMATED COST	\$0.00 \$115,300.00

SUBCLIN 000404 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000404	RDTE Funding for Task 4 P00005 COST PURCHASE REQUEST NUMBER: 1301216682				\$0.00
	ACRN AF CIN: 130121668200001			ESTIMATED COST	\$0.00 \$25,000.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000104:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000203:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000303:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000404:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
31-DEC-2024	1	FRC EAST EDDIE "JAMAINE" CLEMMONS PSC BOX 8021 CHERRY POINT NC 28533-0021 252-916-1815 FOB: Destination	N65923

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
12-DEC-2025	1	FLEET READINESS CENTER EAST ATTN: RANDALL LEWIS (464-6630) BLDG. 148 BAY C BEECHEY RD. CHERRY POINT NC 28533 606-224-8885 FOB: Destination	N65923

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
31-DEC-2024	1	FRC EAST EDDIE "JAMAINE" CLEMMONS PSC BOX 8021 CHERRY POINT NC 28533-0021 252-916-1815 FOB: Destination	N65923

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
12-DEC-2025	1	FLEET READINESS CENTER EAST ATTN: RANDALL LEWIS (464-6630) BLDG. 148 BAY C BEECHEY RD. CHERRY POINT NC 28533 606-224-8885 FOB: Destination	N65923

The following Delivery Schedule item for CLIN 0003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
31-DEC-2024	1	FRC EAST EDDIE "JAMAINE" CLEMMONS PSC BOX 8021 CHERRY POINT NC 28533-0021 252-916-1815 FOB: Destination	N65923

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
12-DEC-2025	1	FLEET READINESS CENTER EAST ATTN: RANDALL LEWIS (464-6630) BLDG. 148 BAY C BEECHEY RD. CHERRY POINT NC 28533 606-224-8885 FOB: Destination	N65923

The following Delivery Schedule item for CLIN 0004 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
31-DEC-2024	1	FRC EAST EDDIE "JAMAINE" CLEMMONS PSC BOX 8021 CHERRY POINT NC 28533-0021 252-916-1815 FOB: Destination	N65923

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
12-DEC-2024	1	FLEET READINESS CENTER EAST ATTN: RANDALL LEWIS (464-6630) BLDG. 148 BAY C BEECHEY RD. CHERRY POINT NC 28533 606-224-8885 FOB: Destination	N65923

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$315,300.00 from \$516,048.00 to \$831,348.00.

SUBCLIN 000104:

Funding on SUBCLIN 000104 is initiated as follows:

ACRN: AF

CIN: 130121668200001

Acctng Data: 97X4930 NA2D 252 77777 0 050120 2F 000000

Increase: \$120,000.00

Total: \$120,000.00

Cost Code: A00008821170

SUBCLIN 000203:

Funding on SUBCLIN 000203 is initiated as follows:

ACRN: AF

CIN: 130121668200001

Acctng Data: 97X4930 NA2D 252 77777 0 050120 2F 000000

Increase: \$55,000.00

Total: \$55,000.00

Cost Code: A00008821170

SUBCLIN 000303:

Funding on SUBCLIN 000303 is initiated as follows:

ACRN: AE

CIN: 130121507300001

Acctng Data: 97X4930 NA2D 255 77777 0 050120 2F 000000

Increase: \$115,300.00

Total: \$115,300.00

Cost Code: A00008806357

SUBCLIN 000404:

Funding on SUBCLIN 000404 is initiated as follows:

ACRN: AF

CIN: 130121668200001

Acctng Data: 97X4930 NA2D 252 77777 0 050120 2F 000000

Increase: \$25,000.00

Total: \$25,000.00

Cost Code: A00008821170

SECTION I - CONTRACT CLAUSES

The following have been modified:

ARTICLE III

ARTICLE III: TERM OF COLLABORATIVE PROJECT AGREEMENT

The term of this CPA commences on the effective date of award and continues through **December 12, 2025**.

The PI shall make all requests for no-cost period of performance extensions, in writing, to the Agreements Officer and Government Designated Representative no later than thirty (30) days prior to the end of the current period of performance. At a minimum, this request shall include a detailed rationale for the requested extension, a description of tasks which remain incomplete, and funds which remain unexpended to date.

ARTICLE V

ARTICLE V: PAYMENT SCHEUDLE

1. This CPA is incrementally funded in the amount of **\$831,348.00**. The Government's obligation to make payments to the PI is limited to only those funds obligated by this CPA or by modification to this CPA. Subject to availability of funds and continued satisfactory progress on the CPA as determined by the Government.
 - a. In the event that this CPA is incrementally funded, the Parties agree that if additional funds are not allotted, this CPA may be terminated. The PI is not obligated to continue performance or otherwise incur costs in excess of the amount than allotted by the Government to the CPA, until the Agreements Officer notifies the PI in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this CPA. When and to the extent that the amount allotted by the Government to the agreement is increased, any costs the PI incurs before the increase that are in excess of the amount previously allotted by the Government to the CPA shall be allowable to the same extent as if incurred afterward, unless the Agreements Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
 - b. Nothing in this article affects the right of the Government to terminate this agreement pursuant to Article 9.7, Termination of the Agreement, of the PIA.
 - c. Limitation of Funds: In no case shall the Government's financial liability exceed the amount obligated under this CPA.

- d. Nothing in this article shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
2. Payment will be made by the Defense Finance and Accounting Services (DFAS) office, as indicated below, within thirty (30) calendar days of an accepted invoice in Wide Area Work Flow (WAWF). All payments shall be made by funds transfer to the bank account registered in the System for Award Management (SAM), <http://www.sam.gov>. The PI agrees to maintain its registration in SAM, including information necessary to facilitate payments via Electronic Funds Transfer (EFT). Should a change in registry or other incident necessitate the payment to an account other than that maintained in SAM it is the PI's responsibility to notify the Administrative Agreements Officer (AAO) and obtain a modification to this award reflecting the change. The Government shall not be held responsible for any misdirection or loss of payment which occurs as the result of a PI's failure to maintain correct/current EFT information within its SAM registration.
- a. Advance Payments are authorized for CLINS 0001/0002/0003/0004. Advances must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the PI in carrying out the project. PI may request an advance payment no sooner than 10 days from the date of award (as to allow the funding to interface with MOCAS).
 - b. WAWF has been designated as the Department of Defense standard for electronic invoicing and payment. Electronic submission of payment requests requires the PI to register in WAWF and have the appropriate CAGE code activated. The PI shall (i) ensure an Electronic Business Point of Contract (EBPOC) is designated in SAM at <http://www.sam.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil> site, within ten (10) calendar days after award of this CPA. Step-by-step procedures to register are available at the <https://wawf.eb.mil> site. The AAO will assist in this process as needed.
 - c. WAWF Training. The PI should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Help/Training" link on the WAWF home page at <https://wawf.eb.mil>. For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.
 - d. Payee Information:
 - i. Cage code: 45AE4
 - ii. UEI: LTZ2U8LZQ214
 - iii. Tax ID: 566000290
 - e. Once the Government Designated Representative has verified that the PI has expended best efforts towards the successful achievement of the required taskings, the PI shall use the Non Procurement Instrument (NPI) Voucher or Grant Voucher and use the following information in the table below when submitting invoices and receiving reports in WAWF for this CPA:

ROUTING DATA TABLE

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue by DoDAAC	N00421
Admin DoDAAC	S1002A
Inspect by DoDAAC	Not Applicable
Ship to Code	Not Applicable

Ship From Code	Not Applicable
Mark for Code	Not Applicable
Service Approver (DoDAAC)	N66020
Service Acceptor (DoDAAC)	N65923
Accept at Other DoDAAC	Not Applicable
LOP DoDAAC	Not Applicable
DCAA Auditor DoDAAC	S1002A
Other DoDAAC(s)	Not Applicable

- f. The following guidance is provided for invoicing processed under this CPA through WAWF:
- Acceptance will be authorized for processing by the assigned AAO to the specified Admin DoDAAC.
 - The SF 270 form will be attached as the “Request for Advance/Reimbursement” and certified by a person with the assigned level of responsibility.
 - Other attachments in WAWF may be required to show how cost has been accumulated.
 - When submitting a request for payment, the PI shall--
 - (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
 - (b) Separately identify a payment for each contract line item included in the payment request. Further specify the proportional share from each ACRN under that contract line item from which payment shall be made.

Note for DFAS: *Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.*

- g. In the event that the CPA is terminated, all remaining funding shall be returned to the Government. In this case, instructions shall be sought from the Agreements Officer.

ARTICLE VII

ARTICLE VII: AGREEMENT ADMINISTRATION

This article supplements Article 4 of the PIA.

For minor or administrative Agreement modifications which do not materially change the obligations of either party (e.g. changes in the paying office or appropriation data, exercising of an option, addition of incremental funding, changes to Government or the PI’s personnel identified in the Agreement, etc.) no signature is required by the PI. Any other modification to this CPA may be made only by mutual agreement of the Government Agreements Officer and the PI.

For purposes of providing specific points of contract for this CPA and clarifying responsibilities, the following information is provided.

Agreements Officer (AO):

Administration of this Agreement will be performed by the designed Agreements Officer. The Agreements Officer will be responsible for monitoring Agreement compliances and administration. The Agreements Officer will be responsible for resolving any differences between the AOR and the PI. The AO assigned to this Agreement is: Ms. Kathryn Matisick, Kathryn.g.matisick.civ@us.navy.mil, (240) 496-0095

Government Designated Representative (GDR):

The GDR monitors all technical aspects of the agreement and assists in administration of the agreement. The GDR is authorized to perform the following functions:

- (a) Assist in CPA planning as required
- (b) Assist in CPA award process as required

- (c) Identify/prevent unethical conduct and instances of fraud/waste/abuse
- (d) Monitor PIs performance of technical requirements and notify both the AO and the PI of any deficiencies
- (e) Provided interpretations/clarifications of technical requirements, including interpretation of Government drawings, designs or specification, as necessary
- (f) Review technical submittals to ensure compliance with the Execution Plan
- (g) Perform administrative monitoring and reporting duties (e.g., handle security issues, attend meetings, etc.)
- (h) Establish/maintain file documentation of technical clarification and other records associated with administration of the CPA
- (i) Coordinate availability, transfer, and disposition of government-furnished property (GFP), government-furnished equipment (GFE), and government-furnished information (GFI) and support input of related information into the GFP module in the Government's Procurement Integrated Enterprise Environment (PIEE)
- (j) Coordinate for Government site entry for PI personnel as required
- (k) Recommend/monitor proposed changes
- (l) Monitor schedule compliance
- (m) Ensure compliance with any unique terms and conditions (safety, environmental, etc.) as required by the agreement
- (n) Perform liaison duties between the AO and the PI for management of the agreement, as required
- (o) Inspect, accept, or reject CPA products during performance and at close-out in conformance with the terms of the agreement
- (p) Review and validate the vendor payment requests are commensurate with performance and all that criteria have been met
- (q) Approve expenditures/payments in WAWF

The GDR is not authorized to change any of the terms and conditions of the agreement. The GDR assigned to this Agreement is: [Mr. Randall Lewis, randall.l.lewis14.civ@us.navy.mil, \(606\) 224-8885](mailto:randall.l.lewis14.civ@us.navy.mil)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

EXHIBIT 1

Exhibit 1, Execution Plan

The Fleet Readiness Center East/Craven County Partnership Collaborative Project #1

Revision 1

Background:

In order to advance Fleet Readiness Center East (FRC-E) partnership and outreach objectives to industry and academia, this collaborative project (CP) will focus on strategic planning support, outreach events to industry, a partnership program with industry and regional education institutions, and providing a collaboration environment. These innovation and collaboration initiatives and environments enable small businesses, non-traditional companies, academic institutions, and existing Navy industry partners to effectively communicate and understand the Department of the Navy's (DON) most challenging and dynamic operational problems. This creates greater levels of collaboration, agility, and transformation to maintain the DON's technical and tactical edge.

Craven County plays a crucial role in supporting our nation's security, global commerce, and economic development. As a key pillar in the sustainment of naval aviation, FRC-E is responsible for delivering flight line readiness through Maintenance, Repair, and Overhaul (MRO) Services, worldwide support via the Fleet Support Teams (FSTs), and lifecycle sustainment services to ensure the safety and effectiveness of our warfighters. The

needed human capital to ensure the depth and breadth of skills to effectively execute this mission are world class, leading edge and formidable. These skills cover the broad range of advanced technologies and include cutting edge tools, methodologies and practices that are constantly being upgraded and applied to ensure sustained superior capabilities and readiness.

The demands for high-end, diverse talent are rapidly escalating as industry, government and academia strive to stay competitive. There is a rapidly growing demand for leading edge talent across multiple critical fields, and Craven County is no different. Craven County must attract, recruit, develop and retain a world class workforce to sustain ever complex and sophisticated capabilities as part of an innovation ecosystem for naval aviation and the community that so fervently and steadfastly supports it.

Objective:

The tasks outlined in this CP are intended to foster increased collaboration between industry, institutes of higher education, and the Navy to build innovation ecosystems and diverse, inclusive talent pipelines.

Partner Intermediary's Tasks:

1. Naval Innovation Environment
 - a. Provide innovative and collaborative space(s) located within Craven County (or surrounding areas). These spaces will serve as off-base hub(s) of engagement and collaboration spaces for FRC-E and the Eastern North Carolina (ENC) Tech Bridge with industry and academia. As needed, the site(s) shall be available 0800-1700 daily, except for federal holidays and weekends (unless agreed upon in advanced). After-hours access to this facility shall be provided for key DON personnel. Collaboration space shall include office space, conference room space, and general project workspace. Collaboration spaces will be limited to UNCLASSIFIED activities.
 - b. Support the planning of and execution of innovation events, both physical and virtual, not to exceed 30 events over the course of the Period of Performance (POP). Event support will include online registration and attendance tracking the day of the event.
 - c. Provide reports on the participation and types of events held in the innovation space.
2. FRC-E Industry Outreach
 - a. Assist FRC-E with the planning, coordination, and execution of semi-annual in-person unclassified Industry Day public forums in support of FRC-E.
 - b. Provide a venue for the industry day within Craven County or surrounding areas, to include seating, audio visual systems, and internet connectivity.
 - c. Provide assistance establishing agenda for effective dialogue and communication with industry.
 - d. Develop and execute an outreach strategy to industry with emphasis on small businesses and non-traditional companies not already part of the defense industrial base.
 - e. Provide online registration and check-in process the day of the event.
 - f. Coordinate with FRC-E Public Affairs Office and COMFRC/FRCE Procurement Group to refine marketing strategies in order to attract non-traditional technology firms, universities and academia, and non-members of the defense industrial base.
 - g. Provide post-event report that includes attendance metrics, feedback metrics, and suggestions for improvement of future industry outreach events.
3. FRC-E Workforce and Outreach Pipeline
 - a. In support of FRC-E Workforce and Outreach Pipeline, facilitate student research opportunities with universities or colleges on at least 10 Navy relevant projects to improve awareness of FRC-E technical work and of FRC-E and Craven County hiring pipeline opportunities.
 - b. Assist with material and communication of projects including the organization, registration and attendance of one (1) research symposium single-day event that will be conducted in person with a virtual option.
 - c. Assist in establishing and facilitating opportunities for students from the middle school level through university and college level to learn and develop relevant skills for the technical work conducted in Craven County and the surrounding areas in support of Naval Aviation.

- d. Assist with material, communication, and registration of technical engagement and in-person outreach events.
 - e. Provide assistance with the execution of the Workforce and Outreach Pipeline teacher engagement
4. FRC-E Education Outreach
- a. Provide assistance with support and execution of FRC-E Education Outreach activities and events to expose students to FRC-E laboratories and technologies. These events have the flexibility of being in-person and/or virtual.
 - b. Assist with material and communication for FRC-E Education Outreach events within the FRC-E surrounding communities.
 - c. Assist in establishing and facilitating opportunities for students to learn and develop relevant technical skills for the technical work for the broader Naval Aviation Enterprise.

Travel:

Limited to two (2) trips per quarter in support of FRC-E and/or Eastern North Carolina Tech Bridge Activities

(End of Summary of Changes)

8. APPOINTMENTS

A. Pending:

Craven Aging Planning Board (60+ Rep)
Craven County Clean Sweep Committee
Craven County Health Board
Craven County Planning Board (District 1)
Craven County Highway 70 Corridor Committee
Emergency Medical Services (Medical Society Member; Agency Rep)
Juvenile Crime Prevention Council (Attorney)
Volunteer Agricultural District (District 1 and 6)

B. Current:

Craven County Planning Board

- William Treweek seeks appointment (District 1)
(See Attached Application)

Senior Tarheel Legislative Committee

- Dr. Judith Sinclair seeks reappointment

C. UPCOMING:

Emergency Medical Services Advisory Council

- Michael Paul
- Keith Morris

Fire Tax Commissioners Board

- Shane Turney
- Timothy Mason

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

Mr. William Russell Treweek, Jr.

Craven County | Generated 12/12/2024 @ 11:45 am by OnBoardGOV - Powered by ClerkBase

Status

Name Mr. William Russell Treweek, Jr.
Application Date 12/12/2024
Expiration Date 12/12/2026
Board Member [William Russell Treweek, Jr.](#)
Status Validated

Board	Vacancies	Status
Craven County Planning Board	1	Pending

Basic Information

Name
Mr. William Russell Treweek, Jr.
Please list any other Boards or Commissions on which you currently serve?
Onslow County Board of Adjustments
Please tell us about yourself and why you are interested in serving on a board or commission?
I would like to help the county manage its rapid growth.

What is your gender?

Male

What is your ethnic origin?

White

What is your Commissioner's District?

I don't know

Highest Education Level

High School or GED

Generated 12/12/2024 @ 11:45 am

Contact Information

Address
1010 Kellie Court
New Bern, NC 28562
Email
btreweek58@gmail.com
Phone
9102658350
Cell Phone
9102658350

Occupation

Employer
Treweek Construction
Occupation
Owner

9. COUNTY ATTORNEY'S REPORT: Arey Grady

A. Initial Offer to Purchase Real Property – 408 Suttons Alley (City of New Bern) – Parcel Number 8-008-166

The County has received an offer in the amount of \$1,500.00 for this real property, which was acquired jointly with the City of New Bern through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$4,082.81. The tax value of this property is \$3,000.00. Copies of the Offer to Purchase, Foreclosure Deed, GIS information, and proposed resolution approving the offer and authorizing the upset bid process are provided in the following attachments.

Note that this property is jointly owned with the City of New Bern, which has already approved this initial offer.

Should the Board of Commissioners approve this transaction, the proposed resolution should be adopted, which will in turn authorize advertisement for upset bids. Once the upset bid process is concluded, this transaction will be brought back before the Board of Commissioners for final approval.

Board Action: Adopt resolution approving transaction and authorizing upset bid process.

CRAVEN COUNTY

RESOLUTION ACCEPTING OFFER TO PURCHASE

SUBJECT TO UPSET BIDS

WHEREAS, Craven County and the City of New Bern own certain real property identified as Tax Parcel Number 8-008-166 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County and the City of New Bern in deed recorded in Book 3217, Page 288 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County and the City of New Bern have received an Offer to Purchase the Real Property, a copy of said offer being attached hereto and incorporated herein by reference; and,

WHEREAS, the City of New Bern has previously approved said offer: and,

WHEREAS, the Craven County Board of Commissioners is authorized to sell Craven County’s interest in real property pursuant to North Carolina General Statute §160A-269.

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

1. The Craven County 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. The County Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County Attorney are authorized to take all actions necessary to accomplish the transactions contemplated by this Resolution.

ADOPTED THIS _____ DAY OF JANUARY, 2025.

(County Seal)

DENNIS K. BUCHER, Chairman, Craven County
Board of Commissioners

ABIGAIL G. WILSON, Clerk to the Craven County
Board of Commissioners

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

BCJ Development LLC, as Buyer, hereby offers to purchase and CRAVEN COUNTY and the CITY OF NEW BERN, collectively as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in or near the City of New Bern, Craven County, North Carolina, being known as and more particularly described as:

Street Address: 408 Sutton Alley
Subdivision Name: _____
Tax Parcel ID No.: 8-008-166
Plat Reference: 20807

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

2. PURCHASE PRICE: The purchase price is \$ 1500 and shall be paid as follows:

- (a) \$ 200, 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 this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.
- (b) \$ 1300, BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

- (a) This contract is not subject to Buyer obtaining financing.
- (b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (c) The Property is being sold subject to all liens and encumbrances of record, if any.
- (d) Other than as provided herein, the Property is being conveyed "as is".
- (e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.
- (f) Title shall be delivered at Closing by QUITCLAIM DEED

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

5. PAYMENT OF TAXES: Any ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.

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

7. EVIDENCE OF TITLE: Not Applicable.

8. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of final approval of the sale by Craven County's Board of Commissioners and the City of New Bern's Board of Aldermen pursuant to G.S. §160A-269. The deed is to be made to BCJ Development LLC.

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

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

- (a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is." Seller makes no representation as to water, sewer, conditions, title, access, or fitness for any intended use.
- (b) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.

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

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

Buyer Initials BH _____ Seller Initials _____

13. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.
14. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).
15. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
17. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.
18. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:

(If an individual)

_____ (SEAL)
 Name: _____
 Date: _____
 Address: _____

 Phone: _____

(If a business entity)

By: Boris Yashin (SEAL)
 Its: Owner
 Date: 10-22-24
 Address: 910 Williams Rd
New Bern NC 28562
 Phone: 252 617 1237

SELLER

CRAVEN COUNTY

By: _____ (SEAL)
 Its: _____
 Date: _____

CITY OF NEW BERN

By: _____ (SEAL)
 Its: _____
 Date: _____

Buyer Initials BH Seller Initials _____



Image ID: 00002256128 Type: CRP
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 Fee Amt: \$35.00 Page 1 of 2
 Revenue Tax: \$9.00
 Workflow# 000098036-0001
 Craven, NC
 Sherril B. Richard Register of Deeds
 BK **3217** PG **288**

Prepared by: *Zac* **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 *26th* 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

met

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.

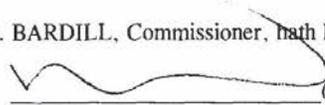
Subject to restrictive covenants and easements of record.

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.

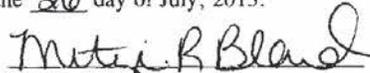
In witness whereof, the said MARK D. BARDILL, Commissioner, hath hereunto set his hand and seal.


(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 day of July, 2013.


Notary Public

My commission expires: 02/12/2017



Image ID: 00002256129 Type: CRP
Page 2 of 2

BK 3217 PG 289

Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 12/17/2024 at 12:50:55 PM

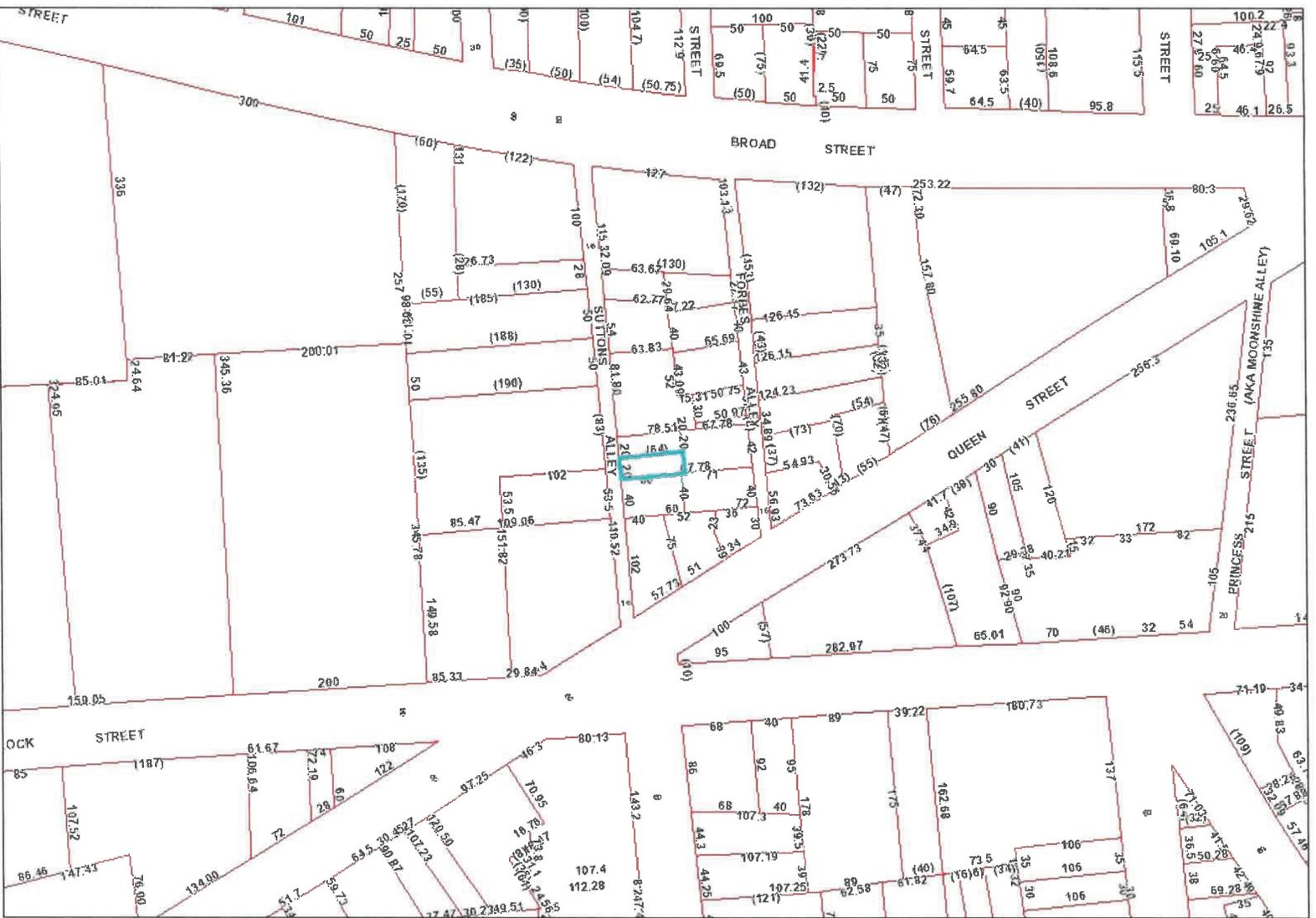
PARCEL ID : 8-008 -166

Owner :	CRAVEN COUNTY & NEW BERN-CITY		
Mailing Address :	406 CRAVEN ST NEW BERN, NC 28560		
Address of Property :	408 SUTTONS ALLEY		
Subdivision :			
Property Description :	410 SUTTON ALLEY		
Assessed Acreage :	0.03		
Deed Book Page :	3217 0288	Deed Recording Date :	7 30 2013
Land Value :	\$3,000	Recorded Survey :	
Total Improvement(s) Value :	\$0	Life Estate Deed :	
Total Assessed Value :	\$3,000	Estate File Year-E-Folder :	
Number of Improvements:	0	Tax Exempt :	Yes
City Name :	NEW BERN	Fire Tax District :	
Drainage District :		Lot Dimension :	
Special District :		Land Use :	SERVICE - GOVERNMENT OWNED - EXEMPT

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
7/30/2013 3217-0288	HATCH, EDNA	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$4,500

Buildings or improvements where not found on this parcel.



Craven County GIS 408 Suttons Alley.PID 8-008-166

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on December 17, 2024 at 12:54:04 PM

1 inch = 125 feet

408 Suttons Alley



408 Suttons Alley



9. COUNTY ATTORNEY'S REPORT: Arey Grady

B. Initial Offer to Purchase Real Property – 919 Elm Street (City of New Bern) – Parcel Number 8-008-034

The County has received an offer in the amount of \$2,700.00 for this real property, which was acquired jointly with the City of New Bern through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$4,057.10. The tax value of this property is \$5,400.00. Copies of the Offer to Purchase, Foreclosure Deed, GIS information, and proposed resolution approving the offer and authorizing the upset bid process are provided in the following attachments.

Note that this property is jointly owned with the City of New Bern, which has already approved this initial offer.

Should the Board of Commissioners approve this transaction, the proposed resolution should be adopted, which will in turn authorize advertisement for upset bids. Once the upset bid process is concluded, this transaction will be brought back before the Board of Commissioners for final approval.

Board Action: Adopt resolution approving transaction and authorizing upset bid process.

CRAVEN COUNTY

RESOLUTION ACCEPTING OFFER TO PURCHASE

SUBJECT TO UPSET BIDS

WHEREAS, Craven County and the City of New Bern own certain real property identified as Tax Parcel Number 8-008-034 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County and the City of New Bern in deed recorded in Book 3363, Page 715 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County and the City of New Bern have received an Offer to Purchase the Real Property, a copy of said offer being attached hereto and incorporated herein by reference; and,

WHEREAS, the City of New Bern has previously approved said offer: and,

WHEREAS, the Craven County Board of Commissioners is authorized to sell Craven County’s interest in real property pursuant to North Carolina General Statute §160A-269.

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

1. The Craven County 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. The County Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County Attorney are authorized to take all actions necessary to accomplish the transactions contemplated by this Resolution.

ADOPTED THIS _____ DAY OF JANUARY, 2025.

(County Seal)

DENNIS K. BUCHER, Chairman, Craven County
Board of Commissioners

ABIGAIL G. WILSON, Clerk to the Craven County
Board of Commissioners

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

BCJ Development LLC, as Buyer, hereby offers to purchase and CRAVEN COUNTY and the CITY OF NEW BERN, collectively as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in or near the City of New Bern, Craven County, North Carolina, being known as and more particularly described as:

Street Address: 919 ELM ST

Subdivision Name: _____

Tax Parcel ID No.: 8-008-034

Plat Reference: _____

Being all of that property more particularly described in Deed Book 3363, Page 715 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 2700 and shall be paid as follows:

(a) \$ 200, 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 this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 2500, BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

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

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

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

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

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

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

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

5. PAYMENT OF TAXES: Any ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.

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

7. EVIDENCE OF TITLE: Not Applicable.

8. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of final approval of the sale by Craven County's Board of Commissioners and the City of New Bern's Board of Aldermen pursuant to G.S. §160A-269. The deed is to be made to BCJ Development.

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

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

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

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

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

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

Buyer Initials BH _____ Seller Initials _____

- 13. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.
- 14. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).
- 15. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 17. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.
- 18. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:

(If an individual)

_____ (SEAL)
 Name: _____
 Date: _____
 Address: _____

 Phone: _____

SELLER

CRAVEN COUNTY

By: _____ (SEAL)
 Its: _____
 Date: _____

(If a business entity)

By: Bryan Adams (SEAL)
 Its: Owner
 Date: 10-28-24
 Address: 910 Williams Rd
New Bern NC 28562
 Phone: 252-617-1237

CITY OF NEW BERN

By: _____ (SEAL)
 Its: _____
 Date: _____

Buyer Initials BA _____ Seller Initials _____



Image ID: 00002468078 Type: CRP
Recorded: 06/16/2015 at 11:18:39 AM
Fee Amt: \$35.00 Page 1 of 2
Revenue Tax: \$9.00
Workflow# 0000136066-0001
Craven, NC
Sherril B. Richard Register of Deeds

BK **3363** PG **715**

Prepared by: *Zacchaeus* Legal Services
Return to: Zacchaeus Legal Services, P.O. Box 25, Trenton, NC 28585

Revenue Stamps \$9.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

ID# 8 008 034

This deed, made this 27th day of May, 2015, by MARK D. BARDILL, Commissioner, to Craven County and City of New Bern of P.O. Box 1128, New Bern, North Carolina, 28563.

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 Annie Felton Crone a/k/a Anna Felton Crone and spouse, if any, and the City of New Bern, Defendants, et al, File No. 06-CVD-1558; 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 17th day of February, 2015, 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 Craven County and City of New Bern became the last and highest bidder for said land for the sum of \$4,057.10; 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 \$4,057.10, 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 Craven County and City of New Bern, and their successors, heirs and assigns that certain parcel or tract of land, situated in No. 8 Township, Craven County, North Carolina, and described as follows:

A certain tract or parcel of land situated in Craven County, State of North Carolina, bounded as follows, viz:

Situate in the City of New Bern, Craven County and State of North Carolina, situate on the Southern side of Elm Street, beginning at a point in the Southern line of Elm Street 95 feet 6 inches Westwardly from the Southwest corner of Elm Street and Soldier's Row, running thence Southwardly and nearly parallel

with the Eastern line of Rountree Street 100 feet, more or less, thence Westwardly and parallel with the Southern line of Elm Street 35 feet, thence Northwardly and parallel with Rountree Street 100 feet to the Southern line of Elm Street thence Eastwardly with the Southern line of Elm Street 40 feet to the place of beginning. It being a part of the lots and parcels of land described in the following deeds: W.H. Lee to Carry M. Smith, dated June 11, 1925, recorded in Book 270, Page 57. A.T. Dill, Executor and Trustee to Isaac H. Smith, dated July 23, 1925, recorded in Book 266, Page 229, Carry M. Smith, widow, to I.H. Smith, dated August 18, 1926, recorded in Book 274, Page 117. And Thomas C. Darst et al, Trustees to I.H. Smith dated February 16, 1927, recorded in Book 272, Page 528 in the office of the Register of Deeds of Craven County.

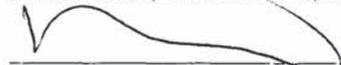
Subject to restrictive covenants and easements of record.

Parcel Identification Number : 8 008 034

To have and to hold the aforesaid tract of land, to the said Craven County and 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 \$1,926.01 and the City of New Bern having disbursed \$791.90 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 \$654.25, 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 \$295.89, 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 \$424.05. 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.

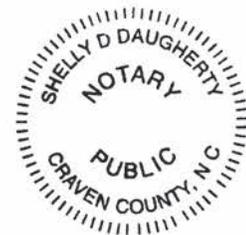
 (SEAL)
MARK D. BARDILL, Commissioner

NORTH CAROLINA
CRAVEN COUNTY

I, Shelly D Daugherty 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 27th day of May, 2015.


Notary Public



My commission expires: 06/05/2017



Image ID: 000002468079 Type: CRP
Page 2 of 2

BK 3363 PG 716

Craven County Geographic Information System



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PARCEL ID : 8-008 -034

Owner :	CRAVEN COUNTY & NEW BERN-CITY OF		
Mailing Address :	PO BOX 1128 NEW BERN, NC 28563		
Address of Property :	919 ELM ST		
Subdivision :			
Property Description :	919 ELM ST		
Assessed Acreage :	0.056	Deed Recording Date :	6 16 2015
Deed Book Page :	3363 0715	Recorded Survey :	
Land Value :	\$5,400	Life Estate Deed :	
Total Improvement(s) Value :	\$0	Estate File Year-E-Folder :	
Total Assessed Value :	\$5,400	Tax Exempt :	Yes
Number of Improvements:	0	Fire Tax District :	
City Name :	NEW BERN	Lot Dimension :	
Drainage District :		Land Use :	VACANT - RESIDENTIAL TRACT
Special District :			

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
6/16/2015 3363-0715	CRONE, ANNA FELTON	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$4,500

Buildings or improvements where not found on this parcel.



Craven County GIS 919 Elm Street. PID 8-008-034

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1 inch = 125 feet

919 Elm Street



919 Elm Street



Picture showing cleared lot after items illegally stored on the property were removed.

9. COUNTY ATTORNEY'S REPORT: Arey Grady

C. Initial Offer to Purchase Real Property – 1009 Main Street (City of New Bern)- Parcel Number 8-007-121

The County has received an offer in the amount of \$2,400.00 for this real property, which was acquired jointly with the City of New Bern through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$1,920.14. The tax value of this property is \$4,800.00. Copies of the Offer to Purchase, Foreclosure Deed, GIS information, and proposed resolution approving the offer and authorizing the upset bid process are provided in the following attachments.

Note that this property is jointly owned with the City of New Bern, which has already approved this initial offer.

Should the Board of Commissioners approve this transaction, the proposed resolution should be adopted, which will in turn authorize advertisement for upset bids. Once the upset bid process is concluded, this transaction will be brought back before the Board of Commissioners for final approval.

Board Action: Adopt resolution approving transaction and authorizing upset bid process.

CRAVEN COUNTY

RESOLUTION ACCEPTING OFFER TO PURCHASE

SUBJECT TO UPSET BIDS

WHEREAS, Craven County and the City of New Bern own certain real property identified as Tax Parcel Number 8-007-121 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County and the City of New Bern in deed recorded in Book 3202, Page 795 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County and the City of New Bern have received an Offer to Purchase the Real Property, a copy of said offer being attached hereto and incorporated herein by reference; and,

WHEREAS, the City of New Bern has previously approved said offer: and,

WHEREAS, the Craven County Board of Commissioners is authorized to sell Craven County’s interest in real property pursuant to North Carolina General Statute §160A-269.

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

1. The Craven County 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. The County Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County Attorney are authorized to take all actions necessary to accomplish the transactions contemplated by this Resolution.

ADOPTED THIS _____ DAY OF JANUARY, 2025.

(County Seal)

DENNIS K. BUCHER, Chairman, Craven County
Board of Commissioners

ABIGAIL G. WILSON, Clerk to the Craven County
Board of Commissioners

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

BCJ Development LLC, as Buyer, hereby offers to purchase and CRAVEN COUNTY and the CITY OF NEW BERN, collectively as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in or near the City of New Bern, Craven County, North Carolina, being known as and more particularly described as:

Street Address: 1009 Main St
Subdivision Name: _____
Tax Parcel ID No.: 8-007-121
Plat Reference: _____

Being all of that property more particularly described in Deed Book 3202, Page 795 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 2400 and shall be paid as follows:

(a) \$ 200, 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 this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 2200, BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

- (a) This contract is not subject to Buyer obtaining financing.
- (b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (c) The Property is being sold subject to all liens and encumbrances of record, if any.
- (d) Other than as provided herein, the Property is being conveyed "as is".
- (e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.
- (f) Title shall be delivered at Closing by QUITCLAIM DEED

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

5. PAYMENT OF TAXES: Any ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.

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

7. EVIDENCE OF TITLE: Not Applicable.

8. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of final approval of the sale by Craven County's Board of Commissioners and the City of New Bern's Board of Aldermen pursuant to G.S. §160A-269. The deed is to be made to BCJ Development LLC.

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

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

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

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

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

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

Buyer Initials BH Seller Initials _____

- 13. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.
- 14. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).
- 15. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 17. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.
- 18. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:
(If an individual)

SELLER
CRAVEN COUNTY

(SEAL)
Name: _____
Date: _____
Address: _____

Phone: _____

By: _____ (SEAL)
Its: _____
Date: _____

(If a business entity)

CITY OF NEW BERN

By: Bryan Hobbs (SEAL)
Its: Owner
Date: 11-7-24
Address: 910 Williams Rd
New Bern NC 28562
Phone: 252 617 1237

By: _____ (SEAL)
Its: _____
Date: _____

Buyer Initials BH Seller Initials _____

Image ID: 00002239534 Type: CRP
Recorded: 06/10/2013 at 09:39:02 AM
Fee Amt: \$30.00 Page 1 of 3
Revenue Tax: \$4.00
Workflow# 000094707-0001
Craven, NC
Sherri B. Richard Register of Deeds
BK 3202 PG 795

NORTH CAROLINA

COMMISSIONER'S DEED

CRAVEN COUNTY

Revenue Stamps: \$4.00
Parcel # 8-007-121

THIS **COMMISSIONER'S DEED**, made and executed this 10th day of June, 2013, by and between **JIMMIE B. HICKS, JR., Commissioner**, pursuant to a judgment of the District Court of the N.C. General Court of Justice in Craven County, North Carolina in an action entitled "Craven County, Plaintiff v. Clarence Flowers, Jr., et al, Defendants (13-CVD-151)". Grantor, to **Craven County and the City of New Bern**, whose mailing address is: 406 Craven Street, New Bern, NC 28560, Grantee.

WITNESSETH:

WHEREAS, said Jimmie B. Hicks, Jr., Commissioner, being empowered and directed by a judgment in the said action, did, on the 22nd day of May, 2013, after due advertisement according to law, and as directed by said judgment, expose the land hereinafter described to public sale at the door of the Craven County Courthouse, where and when Craven County and the City of New Bern became the last and highest bidder for said land at the public sale for the sum of \$1,920.14;

WHEREAS, on the 22nd day of May, 2013, Jimmie B. Hicks, Jr., Commissioner, reported to the Court that Craven County and the City of New Bern were the last and highest bidder for said property in the amount of \$1,920.14.

WHEREAS, more than 10 days elapsed since the report of sale was filed and no upset bid was offered;

Prepared By:
✓ Sumrell, Sugg, Carmichael, Hicks & Hart, P.A.
416 Pollock Street
New Bern, NC 28560

WJH
3



WHEREAS, an order confirming the sale to Craven County and the City of New Bern was entered by the Assistant Craven County Clerk of Superior Court on or about June 5, 2013.

WHEREAS, on or about the 5th day of June, 2013, Jimmie B. Hicks, Jr., Commissioner, was ordered by judgment of said Court to execute a deed in fee simple to Craven County and the City of New Bern; and

NOW THEREFORE, in consideration of the premises, the said Jimmie B. Hicks, Jr., Commissioner, as aforesaid, does hereby grant, bargain, sell, and convey to Craven County and the City of New Bern, all of that certain tract or parcel of land Lying, situate and being in Number Eight Township, Craven County, North Carolina, and more particularly described as follows:

All of that certain property more particularly described as "Tract Two" in Deed Book 3072, at Page 809, in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 8-007-121.

This parcel is not the primary residence of the grantor.

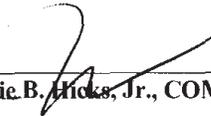
TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances thereunto belonging to, the said Grantee, in fee simple forever, in as full and ample manner as said Jimmie B. Hicks, Jr., Commissioner, as aforesaid, is authorized and empowered to convey same.

Regarding Parcel ID 8-007-121, the title conveyed by this Commissioner's Deed is held pursuant to N.C. Gen. Stat. § 105-376, with Craven County having \$1,542.18 in taxes, interest, penalties, fees and costs associated with this matter and the City of New Bern having \$377.96 in taxes, interest, penalties, fees and costs associated with this matter, all of which constitute a first and prior lien as of the date of the sale. Upon subsequent sale of this parcel, the proceeds will be



distributed between Craven County and the City of New Bern pursuant to N.C. Gen. Stat. § 105-376.

IN WITNESS WHEREOF, the said Jimmie B. Hicks, Jr., Commissioner, has thereunto set his hand and seal the day and year first above written.

 (SEAL)
Jimmie B. Hicks, Jr., COMMISSIONER

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

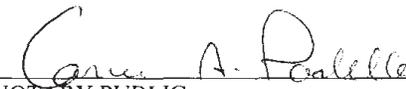
I, Carrie A. Padilla, a Notary Public of the County of Craven, State of North Carolina, do hereby certify that **Jimmie B. Hicks, Jr., Commissioner**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

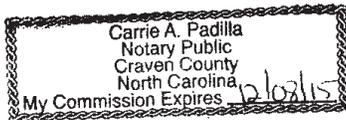
WITNESS my hand and notarial stamp or seal, this 10th day of June, 2013.

My Commission Expires:

12/08/15

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NOTARY PUBLIC



Craven County Geographic Information System



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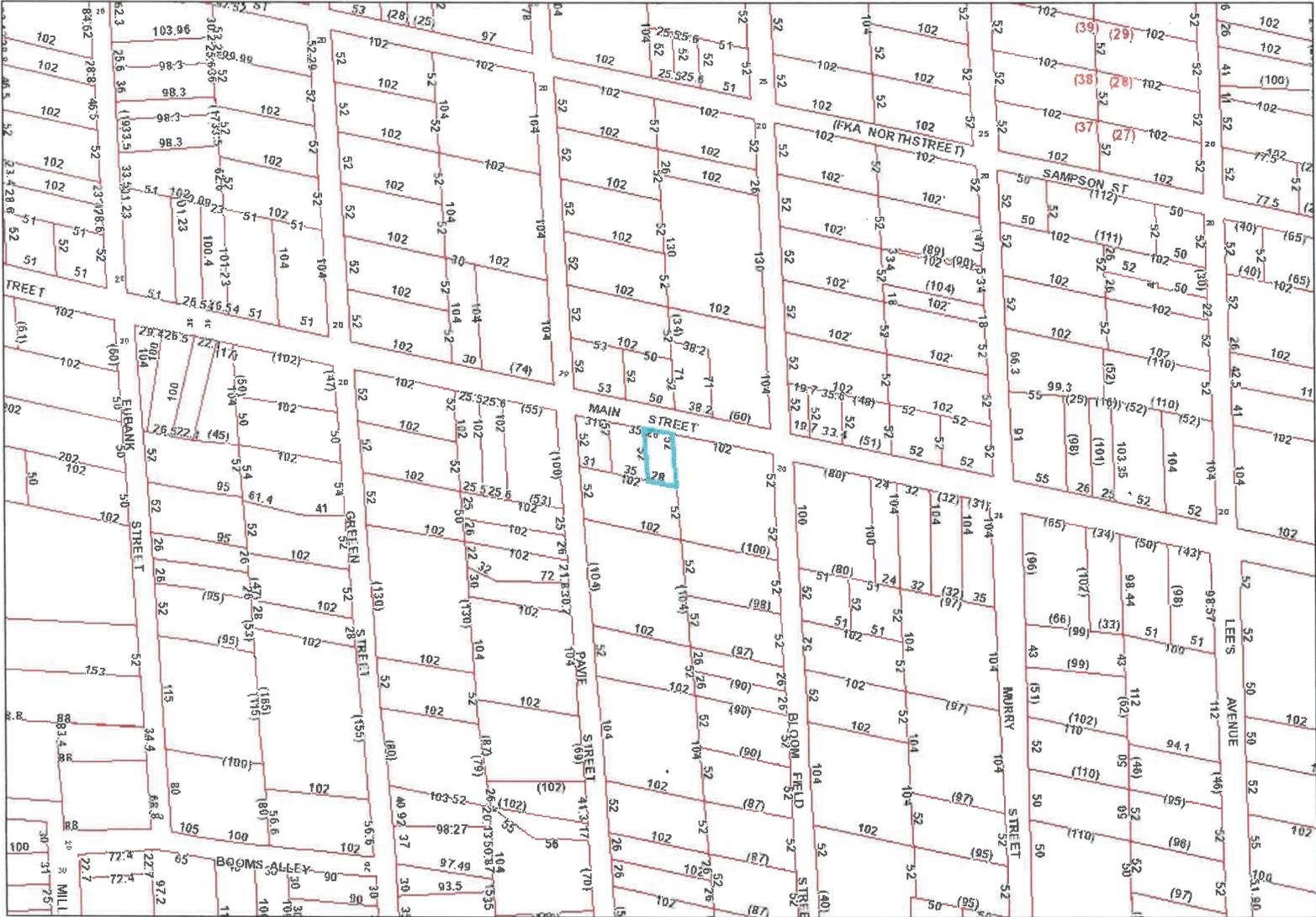
PARCEL ID : 8-007 -121

Owner :	CRAVEN COUNTY & NEW BERN-CITY		
Mailing Address :	406 CRAVEN ST NEW BERN, NC 28560		
Address of Property :	1009 MAIN ST		
Subdivision :			
Property Description :	1009 MAIN ST		
Assessed Acreage :	0.035	Deed Recording Date :	6 10 2013
Deed Book Page :	3202 0795	Recorded Survey :	
Land Value :	\$4,800	Life Estate Deed :	
Total Improvement(s) Value :	\$0	Estate File Year-E-Folder :	
Total Assessed Value :	\$4,800	Tax Exempt :	Yes
Number of Improvements:	0	Fire Tax District :	
City Name :	NEW BERN	Lot Dimension :	
Drainage District :		Land Use :	VACANT - RESIDENTIAL TRACT
Special District :			

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
6/10/2013 3202-0795	FLOWERS, CLARENCE JASPER JR	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$2,000
9/11/2012 3125-0073	ATLAS NC 1 SPE LLC	FLOWERS, CLARENCE JASPER JR	MULTI-PARCEL SALE-2 OR MORE PA	\$22,000
3/15/2012 3072-0809	MITCHELL, CAROLYN L	ATLAS NC 1 SPE LLC	STRAIGHT TRANSFER	\$82,000
3/27/2000 1746-0209	FRANKS, ETHEL HRS	MITCHELL, CAROLYN L	STRAIGHT TRANSFER	\$0
1/1/1940 0348-0226	FRANKS, ETHEL	FRANKS, ETHEL HRS	STRAIGHT TRANSFER	\$0

Buildings or improvements where not found on this parcel.



Craven County GIS 1009 Main Street. 8-007-121

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on December 17, 2024 at 3:08:59 PM

1 inch = 125 feet



1009 Main Street



9. COUNTY ATTORNEY'S REPORT: Arey Grady

D. Initial Offer to Purchase Real Property – 1013 Main Street (City of New Bern)- Parcel Number 8-007-119

The County has received an offer in the amount of \$2,400.00 for this real property, which was acquired jointly with the City of New Bern through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$5,558.72. The tax value of this property is \$4,800.00. Copies of the Offer to Purchase, Foreclosure Deed, GIS information, and proposed resolution approving the offer and authorizing the upset bid process are provided in the following documents.

Note that this property is jointly owned with the City of New Bern, which has already approved this initial offer.

Should the Board of Commissioners approve this transaction, the proposed resolution should be adopted, which will in turn authorize advertisement for upset bids. Once the upset bid process is concluded, this transaction will be brought back before the Board of Commissioners for final approval.

Board Action: Adopt resolution approving transaction and authorizing upset bid process.

CRAVEN COUNTY

RESOLUTION ACCEPTING OFFER TO PURCHASE

SUBJECT TO UPSET BIDS

WHEREAS, Craven County and the City of New Bern own certain real property identified as Tax Parcel Number 8-007-119 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County and the City of New Bern in deed recorded in Book 3012, Page 28 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County and the City of New Bern have received an Offer to Purchase the Real Property, a copy of said offer being attached hereto and incorporated herein by reference; and,

WHEREAS, the City of New Bern has previously approved said offer: and,

WHEREAS, the Craven County Board of Commissioners is authorized to sell Craven County’s interest in real property pursuant to North Carolina General Statute §160A-269.

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

1. The Craven County 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. The County Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County Attorney are authorized to take all actions necessary to accomplish the transactions contemplated by this Resolution.

ADOPTED THIS _____ DAY OF JANUARY, 2025.

(County Seal)

DENNIS K. BUCHER, Chairman, Craven County
Board of Commissioners

ABIGAIL G. WILSON, Clerk to the Craven County
Board of Commissioners

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

BCJ Development LLC, as Buyer, hereby offers to purchase and CRAVEN COUNTY and the CITY OF NEW BERN, collectively as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in or near the City of New Bern, Craven County, North Carolina, being known as and more particularly described as:

Street Address: 1013 Main St
Subdivision Name:
Tax Parcel ID No.: 8-007-119
Plat Reference:

Being all of that property more particularly described in Deed Book 3012, Page 0028 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$2400 and shall be paid as follows:

- (a) \$200, EARNEST MONEY DEPOSIT with this offer by cash bank check certified check to be held by Seller until the sale is closed...
(b) \$2200, BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

- (a) This contract is not subject to Buyer obtaining financing.
(b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
(c) The Property is being sold subject to all liens and encumbrances of record, if any.
(d) Other than as provided herein, the Property is being conveyed "as is".
(e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.
(f) Title shall be delivered at Closing by QUITCLAIM DEED

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

5. PAYMENT OF TAXES: Any ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.

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

7. EVIDENCE OF TITLE: Not Applicable.

8. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of final approval of the sale by Craven County's Board of Commissioners and the City of New Bern's Board of Aldermen pursuant to G.S. §160A-269. The deed is to be made to BCJ Development LLC.

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

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

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

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

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

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

Buyer Initials BH Seller Initials

- 13. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.
- 14. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).
- 15. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 17. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.
- 18. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:
(If an individual)

_____ (SEAL)
 Name: _____
 Date: _____
 Address: _____

 Phone: _____

SELLER
CRAVEN COUNTY

By: _____ (SEAL)
 Its: _____
 Date: _____

(If a business entity)

By: Barry Williams (SEAL)
 Its: Owner
 Date: 11-7-24
 Address: 910 Williams Rd
New Bern NC 28562
 Phone: 252-617-1237

CITY OF NEW BERN

By: _____ (SEAL)
 Its: _____
 Date: _____

Buyer Initials BW _____ Seller Initials _____



Image ID: 000001963844 Type: CRP
Recorded: 07/11/2011 at 12:48:26 PM
Fee Amt: \$37.00 Page 1 of 3
Revenue Tax: \$12.00
Workflow# 0000050514-0001
Craven, NC
Sherril B. Richard Register of Deeds

BK 3012 PG 28

Prepared by and return to:

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

**Parcel No. 8-007-094
Tax Stamps: \$12.00**

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

COMMISSIONER'S DEED

THIS DEED, made this 11th day of July, 2011, by MICHAEL SCOTT DAVIS, Commissioner, to the CITY OF NEW BERN, a municipal corporation, of Post Office Box 1129, New Bern, North Carolina 28563, and CRAVEN COUNTY, a municipal corporation, of 406 Craven Street, New Bern, North Carolina 28563;

WITNESSETH:

THAT WHEREAS, Michael Scott Davis was appointed Commissioner under an order of the District Court of Craven County, North Carolina, in the tax foreclosure proceeding *City of New Bern v. Victoria Joseph and spouse, if any, et al.*, File No. 09-CVD-460; and the said Michael Scott Davis was directed by said order, as Commissioner, to sell the land hereinafter described at public sale after due advertisement according to law; and

WHEREAS, Michael Scott Davis, Commissioner, did on February 25, 2010, offer the land hereinafter described at a public sale at the Craven County Courthouse door, in New Bern, North Carolina, and the City of New Bern and Craven County became the last and highest bidder for said land for the sum of \$5,558.72; that no upset or increased bid has been made within the

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



time allowed by law, and the sale has been confirmed, and the said Michael Scott Davis, Commissioner, has been ordered to execute a deed to the City of New Bern and Craven County upon payment of the purchase price.

NOW, THEREFORE, in consideration of the premises and the sum of \$5,558.72, the receipt of which is hereby acknowledged, Michael Scott Davis, Commissioner, does, by these presents, hereby bargain, sell, grant, and convey to the City of New Bern, its successors and assigns, an eighty three and 85/100 percent (83.85%) undivided interest, and to Craven County, its successors and assigns, a sixteen and 15/100 (16.15%) undivided interest in and to that certain tract or parcel of land situate in Number Eight (8) Township, Craven County, North Carolina, and described as follows:

All that certain lot or parcel of land situate in Craven County, North Carolina and the City of New Bern in that section known as "Pavietown" a plot of which is recorded in the Office of the Register of Deeds of Craven County in Book 106, Page 385, being the western end of Lot Number 186, situate at the southeastern intersection of Main Street and Pavie Avenue (the northwesternmost corner of Lot Number 186), thence in an easterly direction along the southern line of Main Street thirty-five feet; thence in a southerly direction (parallel to Pavie Avenue) fifty-two feet to the southern line of Lot Number 186; thence in a westerly direction along and with the southern line of said Lot Number 186, thirty-five feet to the eastern line of Pavie Avenue; thence in a northerly direction fifty-two feet to the southern line of Main Street at the southeastern intersection of Main Street and Pavie Avenue (the point of beginning).

Being a part of the lot conveyed by R. A. Nunn, Receiver to Caroline Franks by deed recorded in the Office of the Register of Deeds of Craven County in Book 211, Page 418.

TO HAVE AND TO HOLD the aforesaid tract of land to the City of New Bern and Craven County, their successors and assigns, forever in as full and ample manner as the said Michael Scott Davis, Commissioner, is authorized and empowered to convey the same.

IN WITNESS WHEREOF, Michael Scott Davis, Commissioner, has hereunto set his hand and seal the day and year first above written.



MICHAEL SCOTT DAVIS, Commissioner (SEAL)



STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Peggy Garvick, Notary Public for said county and state, do hereby certify that MICHAEL SCOTT DAVIS, Commissioner, personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal this 11th day of July, 2011.



Notary Public

My Commission Expires:

10/19/2015



Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 12/17/2024 at 3:30:41 PM

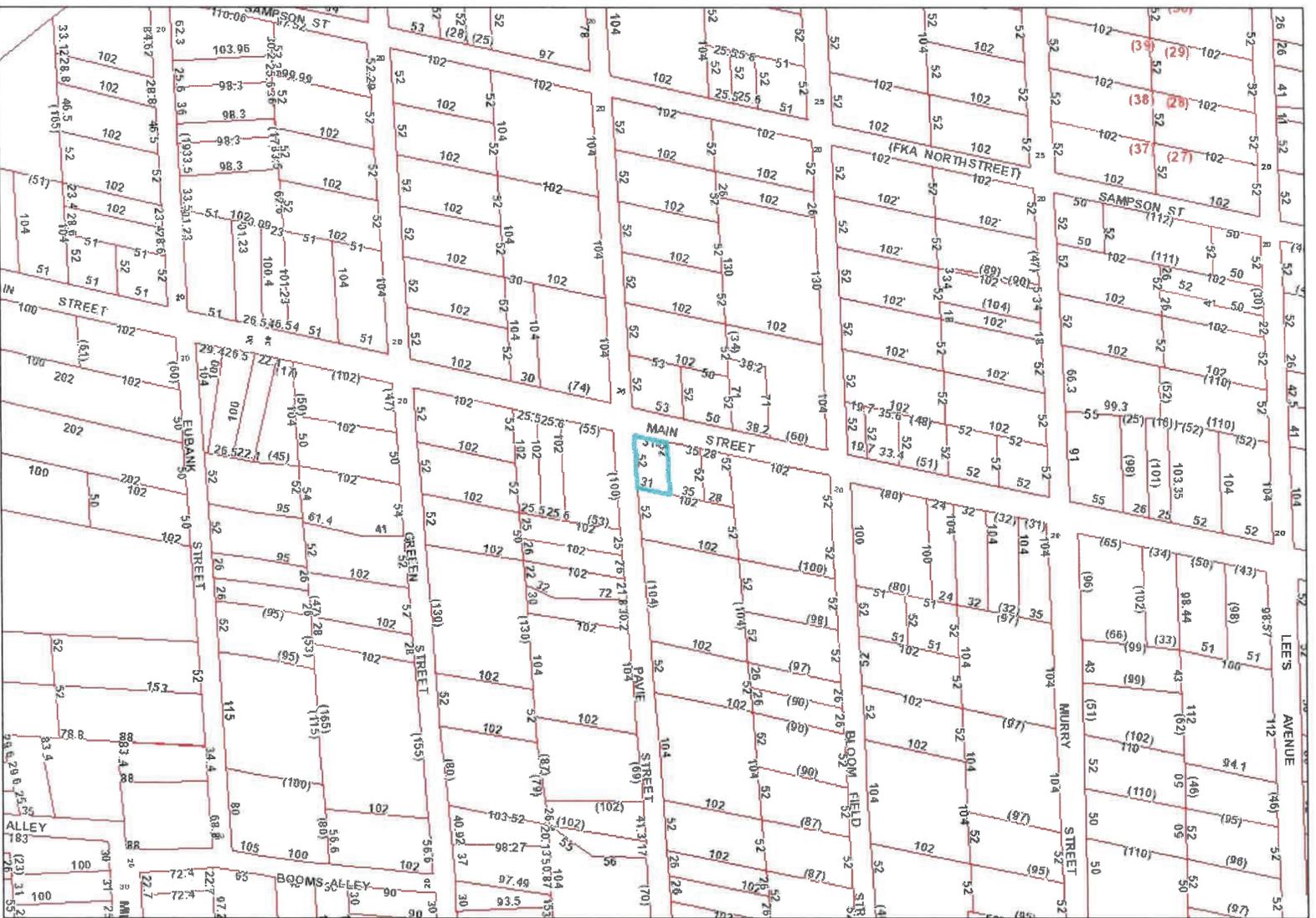
PARCEL ID : 8-007 -119

Owner :	NEW BERN-CITY OF & CRAVEN COUNTY		
Mailing Address :	PO BOX 1129 NEW BERN, NC 28563		
Address of Property :	1013 MAIN ST		
Subdivision :			
Property Description :	1013-15 MAIN STREET		
Assessed Acreage :	0.039	Deed Recording Date :	7 11 2011
Deed Book Page :	3012 0028	Recorded Survey :	
Land Value :	\$4,800	Life Estate Deed :	
Total Improvement(s) Value :	\$0	Estate File Year-E-Folder :	
Total Assessed Value :	\$4,800	Tax Exempt :	Yes
Number of Improvements:	0	Fire Tax District :	
City Name :	NEW BERN	Lot Dimension :	
Drainage District :		Land Use :	VACANT - RESIDENTIAL TRACT
Special District :			

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
7/11/2011 3012-0028	GILLIAM, AMY HRS	NEW BERN-CITY OF & CRAVEN COUNTY	STRAIGHT TRANSFER	\$6,000
1/1/2006 0348-0225	GILLIAM, AMY	GILLIAM, AMY HRS	STRAIGHT TRANSFER	\$0

Buildings or improvements where not found on this parcel.



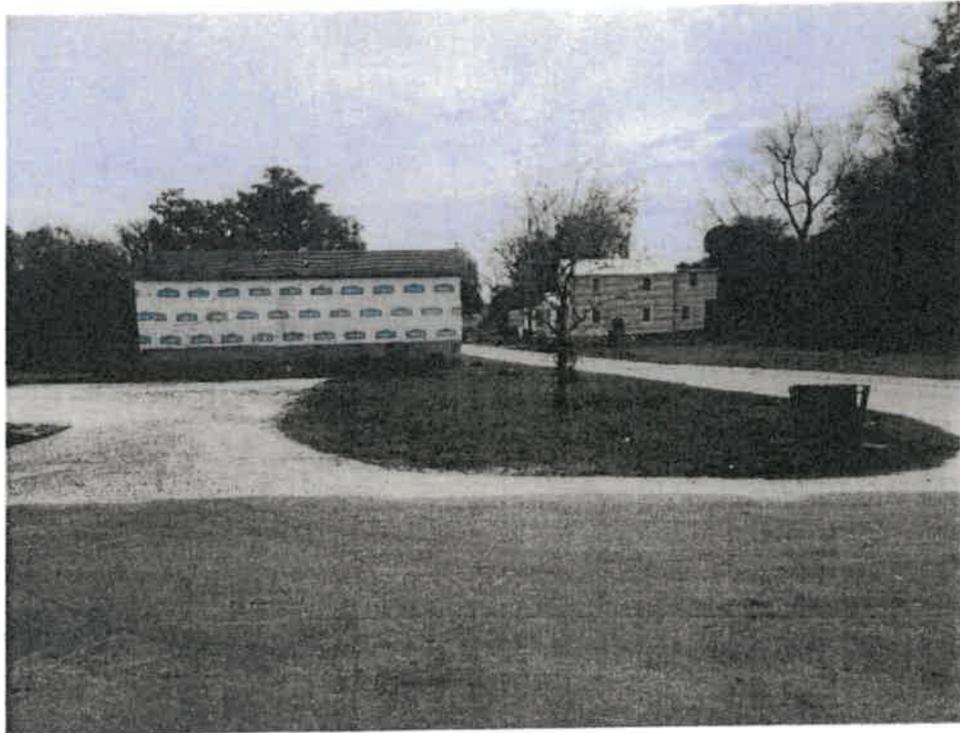
Craven County GIS 1013 Main Street 8-007-119

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on December 17, 2024 at 13:31:36 PM

1 inch = 125 feet



1013 Main Street



9. COUNTY ATTORNEY'S REPORT: Arey Grady

E. Initial Offer to Purchase Real Property – 605 Second Avenue (City of New Bern) – Parcel Number 8-012-153

The County has received an offer in the amount of \$2,700.00 for this real property, which was acquired jointly with the City of New Bern through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$3,948.79. The tax value of this property is \$5,400.00. Copies of the Offer to Purchase, Foreclosure Deed, GIS information, and proposed resolution approving the offer and authorizing the upset bid process are provided in the following attachments.

Note that this property is jointly owned with the City of New Bern, which has already approved this initial offer.

Should the Board of Commissioners approve this transaction, the proposed resolution should be adopted, which will in turn authorize advertisement for upset bids. Once the upset bid process is concluded, this transaction will be brought back before the Board of Commissioners for final approval.

Board Action: Adopt resolution approving transaction and authorizing upset bid process.

CRAVEN COUNTY

RESOLUTION ACCEPTING OFFER TO PURCHASE

SUBJECT TO UPSET BIDS

WHEREAS, Craven County and the City of New Bern own certain real property identified as Tax Parcel Number 8-012-153 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County and the City of New Bern in deed recorded in Book 3232, Page 280 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County and the City of New Bern have received an Offer to Purchase the Real Property, a copy of said offer being attached hereto and incorporated herein by reference; and,

WHEREAS, the City of New Bern has previously approved said offer: and,

WHEREAS, the Craven County Board of Commissioners is authorized to sell Craven County’s interest in real property pursuant to North Carolina General Statute §160A-269.

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

1. The Craven County 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. The County Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County Attorney are authorized to take all actions necessary to accomplish the transactions contemplated by this Resolution.

ADOPTED THIS _____ DAY OF JANUARY, 2025.

(County Seal)

DENNIS K. BUCHER, Chairman, Craven County
Board of Commissioners

ABIGAIL G. WILSON, Clerk to the Craven County
Board of Commissioners

CRAVEN COUNTY

Victoria B. Clark, 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 of New Bern, Craven County, North Carolina, being known as and more particularly described as:

Street Address: 605 Second Ave.
Subdivision Name: _____
Tax Parcel ID No.: 8-012 -153
Plat Reference: 214.34

Being all of that property more particularly described in Deed Book 3232, Page 0780 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 2,700 and shall be paid as follows:
(a) \$ 270, 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 this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 2,430, BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

- (a) This contract is not subject to Buyer obtaining financing.
- (b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (c) The Property is being sold subject to all liens and encumbrances of record, if any.
- (d) Other than as provided herein, the Property is being conveyed "as is".
- (e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.
- (f) Title shall be delivered at Closing by QUITCLAIM DEED

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

5. PAYMENT OF TAXES: Any ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.
6. EXPENSES: Buyer shall be responsible for all costs with respect to any title search, title insurance, recording of the deed, and its legal fees. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for any excise tax (revenue stamps) required by law.

7. EVIDENCE OF TITLE: Not Applicable.

8. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of final approval of the sale by Craven County's Board of Commissioners and the City of New Bern's Board of Aldermen pursuant to G.S. §160A-269. The deed is to be made to Victoria B. Clark.

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

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

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

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

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

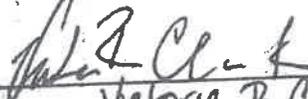
12. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.): None.

Buyer Initials VC Seller Initials _____

13. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.
14. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).
15. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
17. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.
18. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:

(If an individual)

 _____ (SEAL)
 Name: Victoria R. Clark
 Date: 18 October 2024
 Address: 216 Stoneleigh Drive
Jayetteville, NC 28311
 Phone: 910-391-7805

(If a business entity)

By: _____ (SEAL)
 Its: _____
 Date: _____
 Address: _____
 Phone: _____

SELLER

CRAVEN COUNTY

By: _____ (SEAL)
 Its: _____
 Date: _____

CITY OF NEW BERN

By: _____ (SEAL)
 Its: _____
 Date: _____

Buyer Initials VC Seller Initials _____

NORTH CAROLINA

COMMISSIONER'S DEED OF CORRECTION

CRAVEN COUNTY

Revenue Stamps: \$0.00
Parcel # 8-012-153

THIS **COMMISSIONER'S DEED OF CORRECTION**, made and executed this 20th day of September, 2013, by and between **AARON D. ARNETTE, Commissioner**, pursuant to a judgment of the District Court of the N.C. General Court of Justice in Craven County, North Carolina in an action entitled "Craven County, Plaintiff v. THE CHURCH OF REFUGE., et al. Defendants (12-CVD-1586)", Grantor, to **Craven County and the City of New Bern** whose mailing address is: 406 Craven Street, New Bern, NC 28560, Grantee.

WITNESSETH:

WHEREAS, said Aaron D. Arnette, Commissioner, being empowered and directed by a judgment in the said action, did, on the 9th day of July, 2013, after due advertisement according to law, and as directed by said judgment, expose the land hereinafter described to public sale at the door of the Craven County Courthouse, where and when Craven County and the City of New Bern became the last and highest bidders for said land at the public sale for the sum of \$3,948.79;

WHEREAS, on the 9th day of July, 2013, Aaron D. Arnette, Commissioner, reported to the Court that Craven County and the City of New Bern were the last and highest bidders for said property in the amount of \$3,948.79;

Prepared By:
✓ Sumrell, Sugg, Carmichael, Hicks & Hart, P.A.
416 Pollock Street
New Bern, NC 28560

Workflow No. 0000101499-0001

① km

WHEREAS, more than 10 days elapsed since the report of sale was filed and the last upset bid was received;

WHEREAS, an order confirming the sale to Craven County and the City of New Bern was entered by the Assistant Craven County Clerk of Superior Court on or about July 25, 2013.

WHEREAS, on or about the 25th day of July, 2013, Aaron D. Arnette, Commissioner, was ordered to execute a deed in fee simple to Craven County and the City of New Bern; and,

WHEREAS, Grantors heretofore executed a deed dated the August 8, 2013, and recorded September 5, 2013 in Book 3227, Page 872 in the office of the Register of Deeds of Craven County conveying certain property to Grantee; and

WHEREAS, by mutual mistake, said deed contained certain errors in the description of the property described therein intended to be conveyed, namely the reference to the Page Number of the previous deed as referenced in the legal description for said property; and

WHEREAS, the correct description intended to be inserted in said former deed as the property therein being conveyed is that hereinafter set forth.

All that certain property more particularly described in Deed Book 1620, at Page 790, in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 8-012-153. This parcel is not the primary residence of the grantor.

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances thereunto belonging to the said Grantee, in fee simple forever, in as full and ample manner as said Aaron D. Arnette, Commissioner, as aforesaid, is authorized and empowered to convey same.

The title conveyed by this Commissioner's Deed is held pursuant to N.C. Gen. Stat. § 105-376, with CRAVEN COUNTY having \$2,840.18 in taxes, interest, penalties, fees and costs associated with this matter and the CITY OF NEW BERN having \$1,108.61 in taxes, interest, penalties, fees and costs associated with this matter, all of which constitute a first and prior lien as of the date of the sale. Upon subsequent sale of this parcel, the proceeds will be distributed between CRAVEN COUNTY and the CITY OF NEW BERN pursuant to N.C. Gen. Stat. § 105-376.

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


_____(SEAL)
Aaron David Arnette, COMMISSIONER

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, Reta K. Lamb, a Notary Public of the County of Surry, State of North Carolina, do hereby certify that **Aaron D. Arnette, Commissioner**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 20th day of September, 2013.

My Commission Expires:

May 23, 2014



NOTARY PUBLIC



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Page 3 of 3

BK 3232 PG 282

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Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 12/17/2024 at 3:56:29 PM

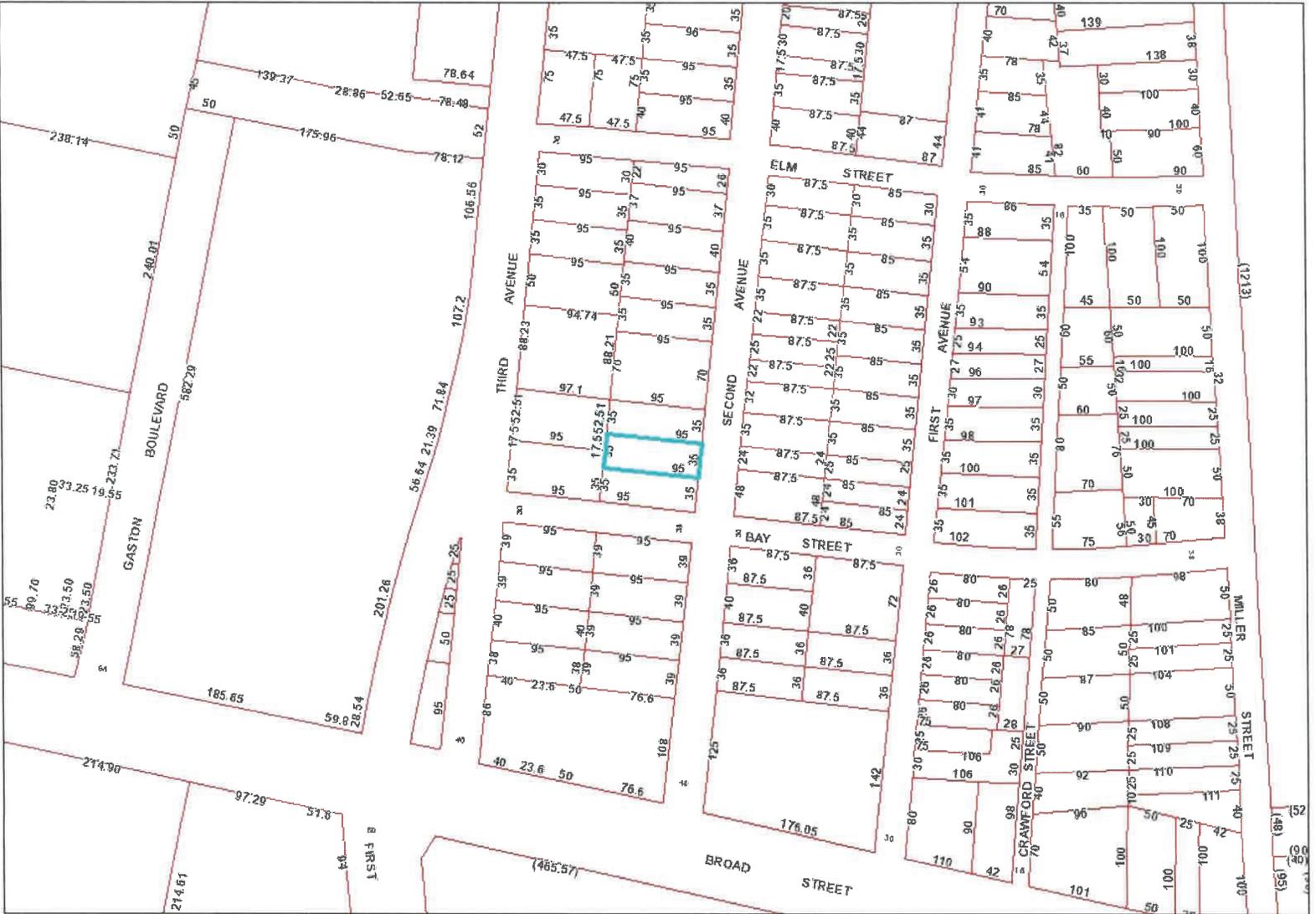
PARCEL ID : 8-012 -153

Owner :	CRAVEN COUNTY & NEW BERN-CITY		
Mailing Address :	406 CRAVEN ST NEW BERN, NC 28560		
Address of Property :	605 SECOND AVE		
Subdivision :			
Property Description :	605 SECOND AVE; LOT 67 WEST END		
Assessed Acreage :	0.078		
Deed Book Page :	3232 0280	Deed Recording Date :	9 20 2013
Land Value :	\$5,400	Recorded Survey :	
Total Improvement(s) Value :	\$0	Life Estate Deed :	
Total Assessed Value :	\$5,400	Estate File Year-E-Folder :	
Number of Improvements:	0	Tax Exempt :	Yes
City Name :	NEW BERN	Fire Tax District :	
Drainage District :		Lot Dimension :	
Special District :		Land Use :	VACANT - RESIDENTIAL TRACT

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
9/20/2013 3232-0280	CHURCH-CHURCH OF REFUGE BY TRUSTEES	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$0
4/1/1998 1620-0790	LITTLE, SPENCER ET AL	CHURCH-CHURCH OF REFUGE BY TRUSTEES	STRAIGHT TRANSFER	\$0
4/1/1998 1620-0790	LITTLE, SPENCER ET AL	CHURCH-CHURCH OF REFUGE BY TRUSTEES	STRAIGHT TRANSFER	\$0

Buildings or improvements where not found on this parcel.



Craven County GIS 605 Second Avenue. PID 8-012-153

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on December 17, 2024 at 13:57:41 PM

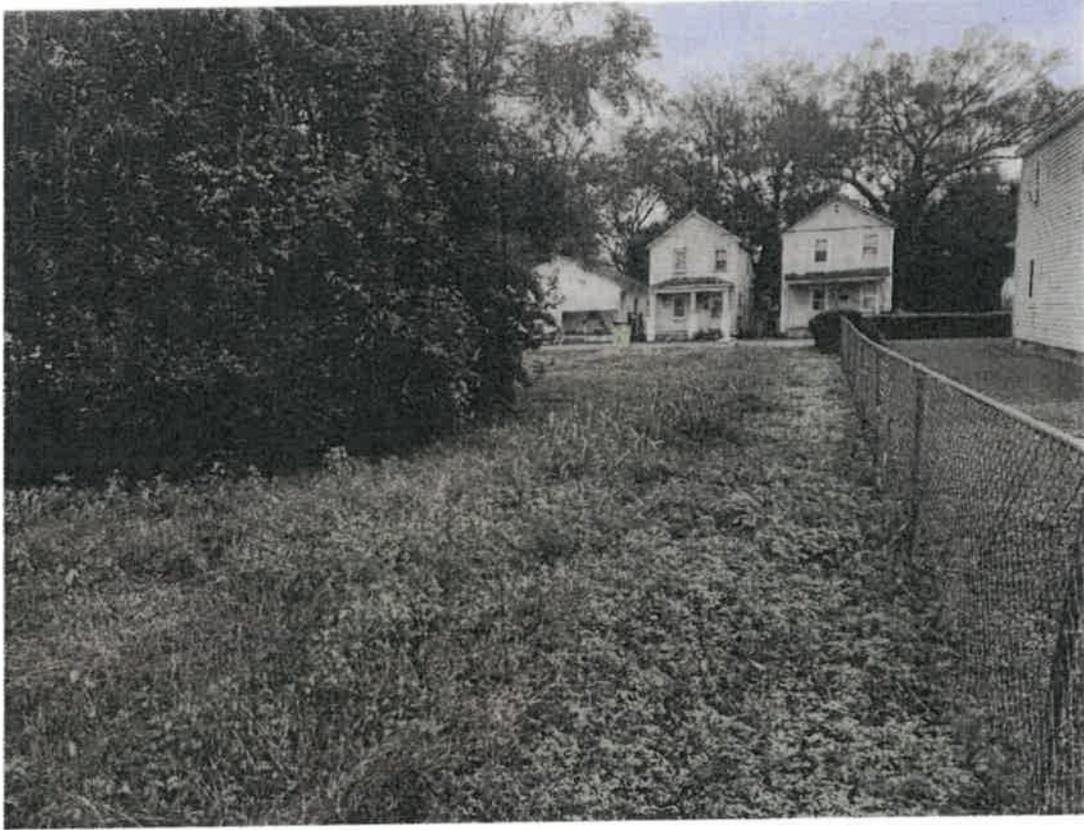
1 inch = 125 feet



605 Second Avenue



605 Second Avenue



9. COUNTY ATTORNEY'S REPORT: Arey Grady

**F. Approval of Conveyance after Expiration of Upset Bid Period – 1110
Mechanic Street (City of New Bern) – Parcel Number 8-014-226**

The County previously received and approved an offer to purchase this real property, in the amount of \$6,000.00, subject to the completion of the upset bid process. The offer was advertised, and there were no upset bids, the final bid being \$6,000.00. The upset bid period has now expired, and the County Attorney recommends approval of the conveyance at the purchase price of \$6,000.00. The County and the City of New Bern originally acquired this property through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$2,492.10. The tax value of this property is \$6,000.00.

Note that this property is jointly owned with the City of New Bern, which has already granted final approval of this offer.

Should the Board of Commissioners authorize this transaction, the attached resolution should be adopted, which in turn will authorize the execution and delivery of the necessary documents.

Board Action: Adopt resolution approving conveyance after expiration of upset bid period.

CRAVEN COUNTY

**RESOLUTION AUTHORIZING CONVEYANCE
AFTER EXPIRATION OF UPSET BID PERIOD**

WHEREAS, Craven County owns certain real property identified as Tax Parcel 8-014-226 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County in deed recorded in Book 3575, Page 567 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County previously received and approved an Offer to Purchase the Real Property, and Craven County subsequently advertised said offer for upset bids as required by North Carolina General Statute §160A-269; and,

WHEREAS, the upset bid period required under North Carolina General Statute §160A-269 has expired; and,

WHEREAS, the Craven County Board of Commissioners deems it advisable and in the best interest of the County to sell its interest in the Real 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 THAT:

Section 1. The last and highest bid of Julius Rodriguez and Krystal Rutledge in the sum of \$6,000.00 for the Real Property is hereby accepted, and the Offer to Purchase previously executed by Craven County subject to the provisions of North Carolina General Statute §160A-269 is hereby ratified and confirmed in its entirety.

Section 2. Upon payment of the full purchase price, the Chairman, the County Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County Attorney are authorized to take all actions necessary to accomplish the transactions contemplated by this Resolution, including but not limited to the execution and delivery of the quitclaim deed attached hereto and incorporated herein by reference.

ADOPTED THIS _____ DAY OF JANUARY, 2025.

DENNIS K. BUCHER, Chairman

(County Seal)

ABIGAIL G. WILSON, Clerk to the Board

**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

(NOTE: There can be more than one Owner if the Property has been owned by multiple parties or has been conveyed within the 120-Day Lien Period. A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

PROPERTY: 1110 Mechanic Street (CoNB)

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

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

- **Improvement:** All or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, including trees and shrubbery, driveways, and private roadways on the Property as defined below.
- **Labor, Services or Materials:** Labor or professional design (including architectural, engineering, landscaping) or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A, Article 2.
- **Contractor:** Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner of real property for the making of an Improvement thereon. (Note that services by architects, engineers, landscapers, surveyors, furnishers of rental equipment and contracts for construction on Property of Improvements are often provided before there is visible evidence of construction.)
- **120-Day Lien Period:** The 120 days immediately preceding the date of recordation of the latter of the deed to purchaser or deed of trust to lender in the Office of the Register of Deeds of the county in which the Property is located.
- **Owner:** Any person or entity, as defined in NCGS Chapter 44A, Article 2, who has or has had any interest in the Property within the 120-Day Lien Period. For the purposes of this Agreement, the term Owner includes: (i) a seller of the Property or a borrower under a loan agreement secured by the Property; (ii) a person with rights to purchase the Property under a contract and for whom an Improvement is made and who ordered the Improvement to be made; and (iii) the Owner's successors in interest and agents of the Owner acting within their authority.
- **Company:** The title insurance company providing the title policy for the transaction contemplated by the parties herein.
- **Property:** The real estate described above or on Exhibit A and any leaseholds, tenements, hereditaments, and improvements placed thereon.
- All defined terms shall include the singular or plural as required by context.

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

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

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

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

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

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

(Signature page follows)

IN TESTIMONY WHEREOF, Grantor has executed this instrument in such form as to be binding, this the day and year first above written.

CRAVEN COUNTY

By: _____
DENNIS K. BUCHER, Chairman,
Craven County Board of Commissioners

(COUNTY SEAL)

ATTEST:

ABIGAIL G. WILSON, Clerk,
Craven County Board of Commissioners

ACKNOWLEDGEMENT

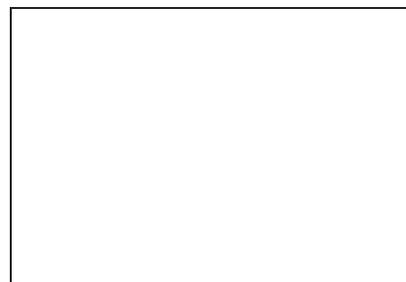
The undersigned Notary Public does hereby certify that on the ____ day of January, 2025, DENNIS K. BUCHER, with whom I am personally acquainted, personally appeared before me in the State of North Carolina and the County of Craven and, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that ABIGAIL G. WILSON 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 January, 2025.

My Commission Expires:

NOTARY PUBLIC

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT



NORTH CAROLINA

COMMISSIONER'S DEED

CRAVEN COUNTY

Revenue Stamps: \$5.00
Parcel #8-014-226

THIS COMMISSIONER'S DEED, made and executed this 27 day of June, 2019, by and between DAVID B. BAXTER, JR., Commissioner, pursuant to a judgment of the General Court of Justice, Craven County, North Carolina in an action entitled "Craven County, Plaintiff v. LUKE WARD, et al. (18 CVD 1248), Defendants.", Grantor, to Craven County and the City of New Bern whose mailing addresses are: 406 Craven St. New Bern, NC 28560 and 300 Pollock St., New Bern, NC 28560, respectively, as Grantees.

WITNESSETH:

WHEREAS, said DAVID B. BAXTER, JR., Commissioner, being empowered and directed by a judgment in the said action, did, on the 5th day of June, 2019, after due advertisement according to law, and as directed by said judgment, expose the land hereinafter described to public sale at the door of the Craven County Courthouse, where and when Craven County and the City of New Bern became the highest bidder for said land at the public sale in the sum of \$2,492.10.

Prepared By + return to
Sumrell Sugg, P.A.
Attorneys at Law
416 Pollock Street
New Bern, North Carolina 28560

WHEREAS, on the 5th day of June, 2019, DAVID B. BAXTER, JR., Commissioner, reported to the Court that Craven County and the City of New Bern was the highest bidder for said land in the amount of \$2,492.10.

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

WHEREAS, on the 21st day of June, 2019, DAVID B. BAXTER, JR., Commissioner was ordered by judgment of said Court to execute a deed in fee simple to Grantee;

NOW THEREFORE, in consideration of the premises, the said DAVID B. BAXTER, JR., Commissioner, as aforesaid, does hereby grant, bargain, sell, and convey to Grantee all of that certain tracts or parcels of land lying and being situated in the City of New Bern, Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

All that certain lot or parcel of land lying and being in No. 8 Township, Craven County, North Carolina, and being more particularly described as follows:

Lying and being situate on the north side of Short Street between Craven Avenue and Jarvis Street, and being all of Lot No. 122 according to the plan of "Mechanicsville", a map or plat of which is duly recorded in Book 116 at Page 530 of the Craven County Registry.

Said lot having a frontage of 50 feet on Short Street and a depth of 100 feet. Together with any dwelling house or improvement situate thereon. Said dwelling house having been designated as No. 23 Short Street in the postal enumeration for the City of New Bern at the time as of December 16, 1944.

This being the same exact property conveyed by deed dated December 16, 1944 from I. H. Smith to Luke Ward and wife, Louvenia J. Ward, said deed

being duly recorded in book 388 at Page 15, reference to which is hereby made for a more complete description

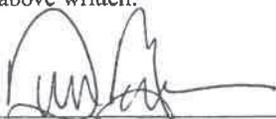
This property is also commonly referred to by its tax parcel identification number which is 8-014-226.

This parcel is not the primary residence of the grantor.

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

Regarding Parcel ID 8-014-226, the title conveyed by this Commissioner's Deed is held pursuant to N.C. Gen. Stat. § 105-376, with Craven County having \$1,268.47 in taxes, interest, penalties, fees and costs associated with this matter and the City of New Bern having \$1,223.63 in liens, taxes, interest, penalties, fees and costs associated with this matter, all of which constitute a first and prior lien as of the date of the sale. Upon subsequent sale of this parcel, the proceeds will be distributed between Craven County and the City of New Bern pursuant to N.C. Gen. Stat. § 105-376.

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



DAVID B. BAXTER, JR., COMMISSIONER (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, Lauren P. Garvick, a Notary Public of the County of Craven, State of North Carolina, do hereby certify that **DAVID B. BAXTER, JR., Commissioner**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 27 day of June, 2019.

My Commission Expires:

3/26/2022

Lauren P. Garvick
NOTARY PUBLIC



Prepared by and return to:

Jaimee Bullock
DAVIS HARTMAN WRIGHT LLP
209 Pollock Street
New Bern, NC 28560

PARCEL NO. 8-014-226
REVENUE STAMPS: \$0.00 (Pursuant to G.S. 105-228.28)

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 26th day of November, 2024, 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 State of North Carolina (“Grantors”); JULIUS RODRIGUEZ and KRYSTAL RUTLEDGE, whose mailing address is 15315 Kennett Square Way, Brandywine, Maryland 20613, (collectively “Grantees”);

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to Grantors paid by the Grantees, the receipt of which is hereby acknowledged, have remised and release, and by these presents do remise, release and forever quitclaim unto the Grantees, Grantees’ heir 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 LLP
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, Grantees' 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.

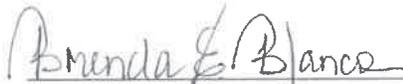
IN TESTIMONY WHEREOF, the CITY OF NEW BERN has caused this instrument to be executed as its act and deed by its Mayor, attested by its City Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Aldermen, and CRAVEN COUNTY has caused this instrument to be executed as its act 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: 
JEFFREY T. ODHAM, MAYOR

ATTEST:


BRENDA E. BLANCO, CITY CLERK



STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Rebecca Alford, Notary Public in and for said County and State, do hereby certify that on the 26th day of November, 2024 before me personally appeared JEFFREY T. ODHAM, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the 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 26th day of November, 2024.

Rebecca Alford
Notary Public

My Commission Expires:

2-7-29



CRAVEN COUNTY

(SEAL)

By: _____
Chairman, Craven County Board of
Commissioners

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 January, 2025, before me personally appeared DENNIS K. BUCHER 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 ABIGAIL G. WILSON is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate describe 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 January, 2025.

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 described as follows:

Lying and being situate on the north side of Short Street between Craven Avenue and Jarvis Street, and being all of Lot. No. 122 according to the plan of "Mechanicsville", a map or plat of which is duly recorded in Book 116 at Page 530 of the Craven County Registry.

Said lot having a frontage of 50 feet on Short Street and a depth of 100 feet. Together with any dwelling house or improvement situate thereon. Said dwelling house having been designated as No. 23 Short Street in the postal enumeration for the City of New Bern at the time as of December 16, 1944.

This being the same exact property conveyed by deed dated December 16, 1944 from I. H. Smith to Luke Ward and wife, Louvenia J. Ward, said deed being duly recorded in book 388 at Page 15, reference to which is hereby made for a more complete description.

This property is also commonly referred to by its tax parcel identification number which is 8-014-226.

Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 9/17/2024 at 2:28:13 PM

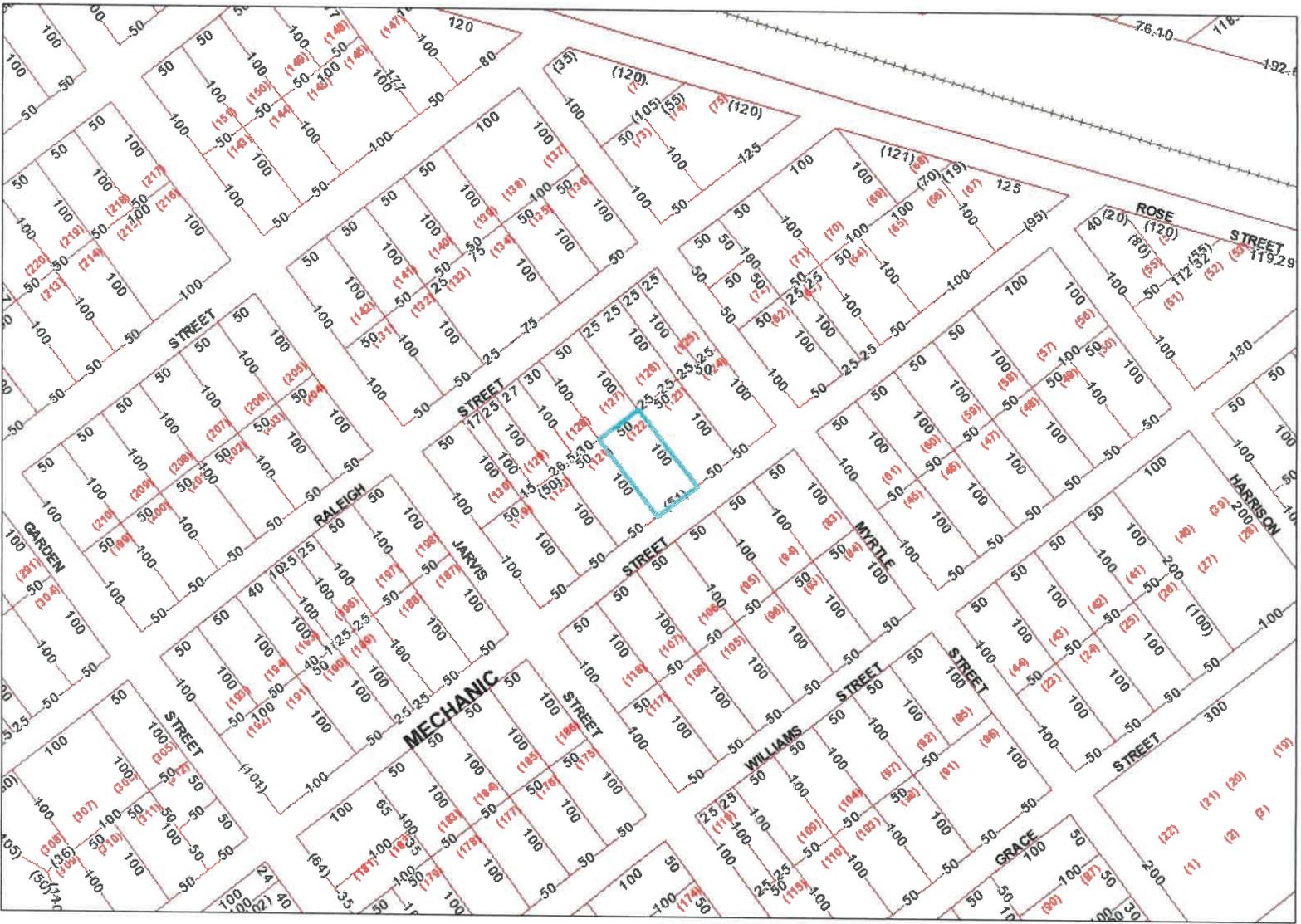
PARCEL ID : 8-014 -226

Owner :	CRAVEN COUNTY & NEW BERN-CITY		
Mailing Address :	406 CRAVEN ST NEW BERN, NC 28560		
Address of Property :	1110 MECHANIC ST		
Subdivision :			
Property Description :	1110 MECHANIC ST		
Assessed Acreage :	0.114		
Deed Book Page :	3575 0567	Deed Recording Date :	6 27 2019
Land Value :	\$6,000	Recorded Survey :	
Total Improvement(s) Value :	\$0	Life Estate Deed :	
Total Assessed Value :	\$6,000	Estate File Year-E-Folder :	
Number of Improvements:	0	Tax Exempt :	Yes
City Name :	NEW BERN	Fire Tax District :	
Drainage District :		Lot Dimension :	
Special District :		Land Use :	VACANT - RESIDENTIAL TRACT

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
6/27/2019 3575-0567	WARD, LUKE	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$2,500

Buildings or improvements where not found on this parcel.



Craven County GIS 1110 Mechanic St. PID 8-014-226

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on September 17, 2024 at 2:34:34 PM

1 inch = 125 feet



10. PETITIONS OF CITIZENS – GENERAL TOPICS

Comments directly pertaining to policies or issues which are under the statutory or administrative authority of the Board shall be made during a general comment period occurring at the end of each regularly scheduled meeting. Comments during this period shall be limited to those comments directly pertaining to issues which are under the statutory or administrative authority of the Board.

Each speaker must address the Board as a whole (and not any individual Commissioner, County staff member or the audience) from the lectern and shall begin his or her remarks by giving his or her name and address and the topic about which they intend to speak. Each speaker will have three (3) minutes to make remarks, as measured by a timer operated by County staff. A speaker may not yield any of his or her time to another speaker.

Speakers must be courteous in their language and presentation and must abide by generally accepted standards of decorum. Speakers shall not make the same or repetitive comments, whether during a particular comment period or over the course of multiple comment periods. Speakers shall not attack or insult any person or group of people, and speakers shall not give belligerent or hostile comments during any comment period.

Board Action: Receive information.

11. COUNTY MANAGER'S REPORT: Jack Veit

12. COMMISSIONERS' REPORTS

13. CLOSED SESSION

The Board will be requested to enter into Closed Session pursuant to NCGS 143-318.11(a)(3), attorney-client privilege and pursuant to NCGS 143-381.11(a)(4) to discuss the location or expansion of industries or other business in the area served by the public body.