

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MONDAY OCTOBER 2, 2023
6:00 P.M.**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

- 1. PETITIONS OF CITIZENS – AGENDA TOPICS**
- 2. myFutureNC PRESENTATION: Toni Blount, Regional Impact Manager**
- 3. CONSENT AGENDA**
 - A. Minutes of September 18, 2023 Regular Session**
 - B. Tax Releases and Refunds**
 - C. Emergency Services – Budget Amendment**
 - D. Social Services – Westlaw Services – Budget Amendment**
 - E. Sheriff – Rollover of Funds – Budget Amendment**
 - F. Resolution in Support of Shrimp Disaster Determination**
 - G. Resolution Supporting Operation Green Light for Veterans**

DEPARTMENTAL MATTERS:

- 4. CARTS: Kelly Walker-Cuthrell, CARTS Director**
 - A. Request Authorization to Apply for State Maintenance Assistance Program (SMAP)**
 - B. Request Authorization to Apply for Rural Operating Assistance Program (ROAP)**
- 5. PLANNING – NC Housing Finance Agency (NCHFA) Single-family Rehabilitation Grant Acceptance, Adoption of Policies, Budget Amendment and Ordinance: Chad Strawn, Planning Director**
- 6. EMERGENCY SERVICES – Purchase of Fire Truck: Chief Brad Banks, West New Bern Volunteer Fire Department**

7. **SHERIFF – Rollover of Funds – Budget Amendment: Sheriff Chip Hughes**
8. **FACILITIES – Approval of Short-term Lease of County Property for Mumfest Activities – Gene Hodges, Assistant County Manager**
9. **APPOINTMENTS**
10. **COUNTY ATTORNEY’S REPORT: Arey Grady**
 - A. **Approval of Conveyance 305 John Street Parcel 7-004-015**
 - B. **Approval of Conveyance 5491 Adams Creek Road Parcel 5-020-1001**
 - C. **Approval of Conveyance 2308 Pearson Street Parcel 8-039-040**
 - D. **Approval of Conveyance 1724 Rhem Avenue Parcel 8-024-094**
11. **PETITIONS OF CITIZENS – GENERAL TOPICS**
12. **COUNTY MANAGER’S REPORT: Jack Veit**
13. **COMMISSIONERS’ REPORTS**

1. 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 a 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

2. myFutureNC PRESENTATION: Toni Blount

Toni Blount, Regional Impact Manager, will provide a presentation on the activities and future goals of myFutureNC.

A copy of her presentation, along with a resolution for the Board's approval, is shown in the following documents.

Board's Action: Receive information and consider resolution for approval.



Resolution to Support the myFutureNC Attainment Goal

WHEREAS, *myFutureNC* is a statewide non-profit organization focused on educational attainment and is the result of cross-sector collaboration between North Carolina leaders in education, business and government; and

WHEREAS, North Carolina has the goal that that 2 million North Carolinians will have a high-quality credential or postsecondary degree by 2030; and

WHEREAS, Craven County is committed to 13,096 attaining a high-quality credential or postsecondary degree by 2030; and

WHEREAS, Craven County along with other key partners, will help advance the educational attainment of students in North Carolina by focusing to increase enrollment of Pre-K eligible 4 year olds, and seek to increase FAFSA Completion amount high school Seniors; and

WHEREAS, Craven County agrees that North Carolina faces a gap between the projected needs for citizens with high-quality credentials or postsecondary degrees and the attainment of those high-quality credentials or postsecondary degrees.

NOW, THEREFORE, BE IT RESOLVED THAT:

Craven County Board of Commissioners supports the attainment goal of *myFutureNC* that 2 million North Carolinians should have a high-quality credential or postsecondary degree by 2030; and

Craven County Board of Commissioners supports and adopts the local educational attainment goal of 13,096 individuals with a high-quality credential or postsecondary degree by 2030 in Craven County and

Craven County Board of Commissioners along with leaders in business, education, state and local government, and community organizations will continue to foster collaboration to achieve the goal by developing an action plan, defining success with measurable

outcomes, executing on the action plan, and sharing successful practices with *myFutureNC* and peer communities.

Adopted this the 2nd day of October, 2023 by the Craven County Board of Commissioners.

Signed: _____
Jason R. Jones
Chairman

Attest:

Nan Holton
Clerk to the Board

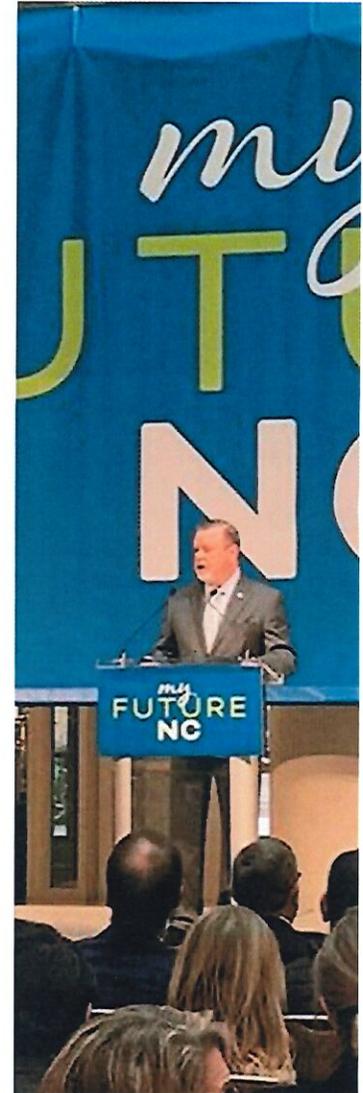
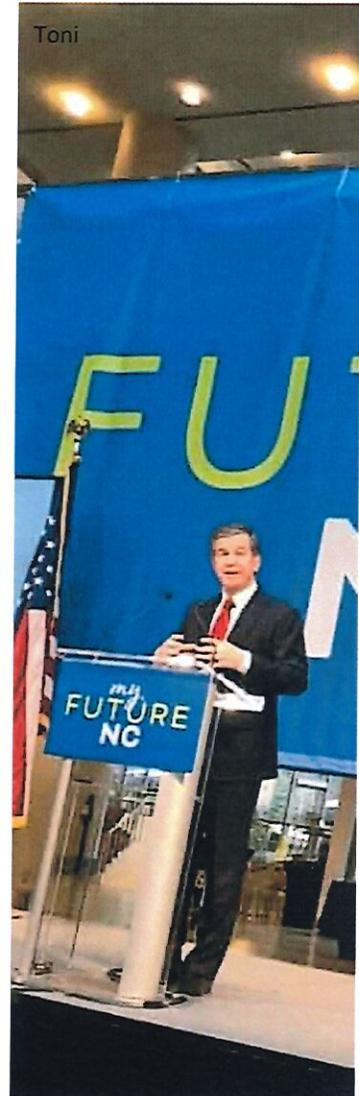
myFUTURE NC

House Bill 664

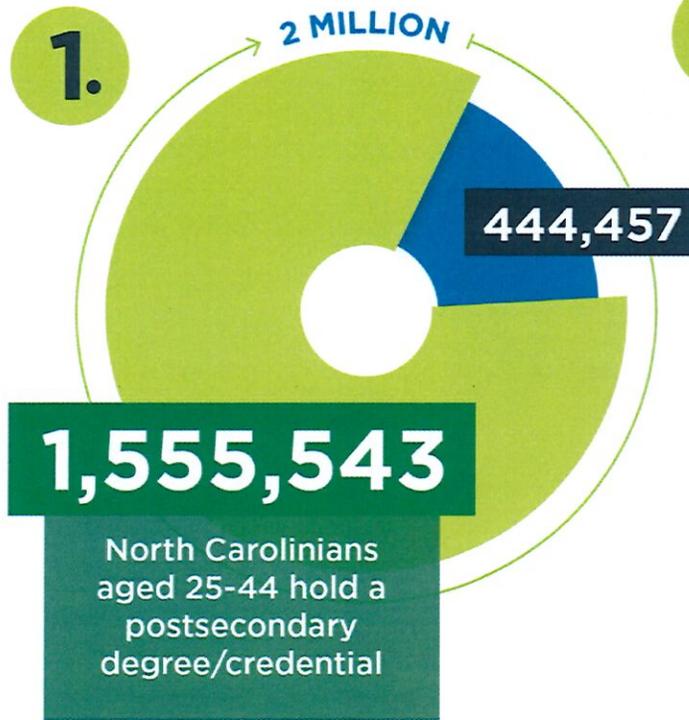
To ensure that the State remains economically competitive, the State shall ensure that by the year **2030**:

2 MILLION

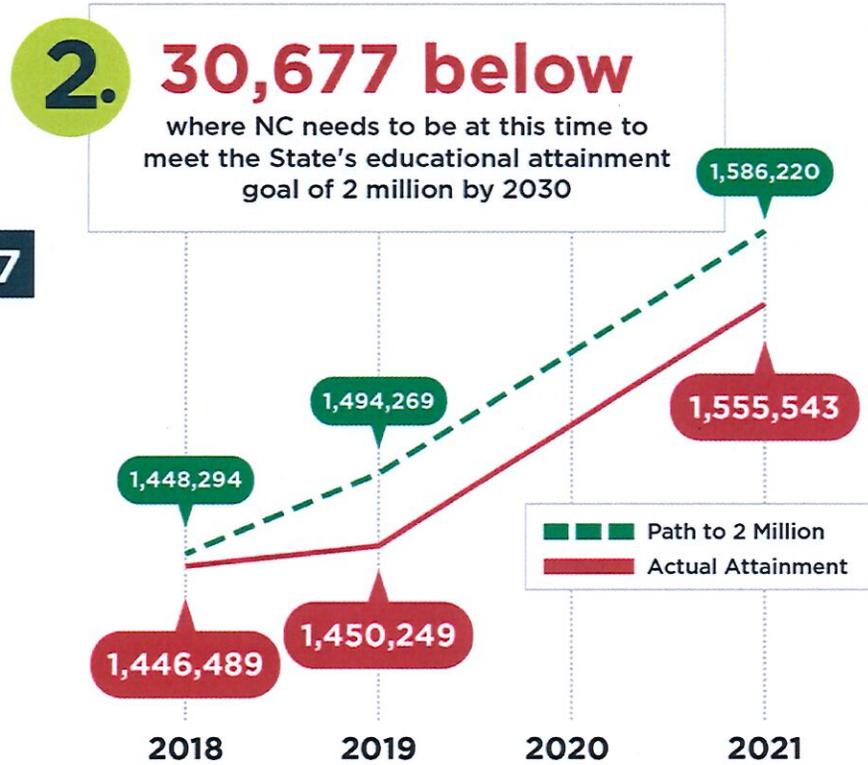
25- to 44-year-olds will have completed a high-quality credential or postsecondary degree



TRACKING TOWARDS 2 MILLION BY 2030



2021 Census data

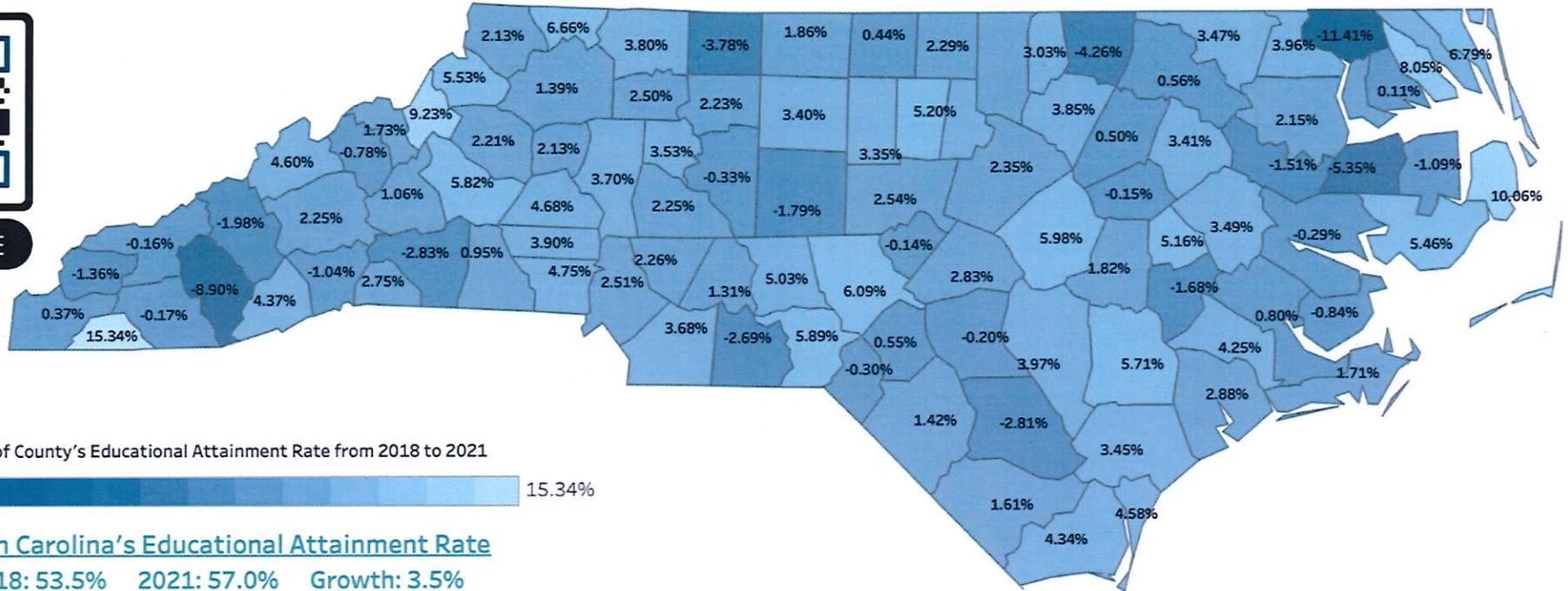


County Educational Attainment Rate Growth from 2018 to 2021

the share of population holding a postsecondary degree/credential



SCAN ME



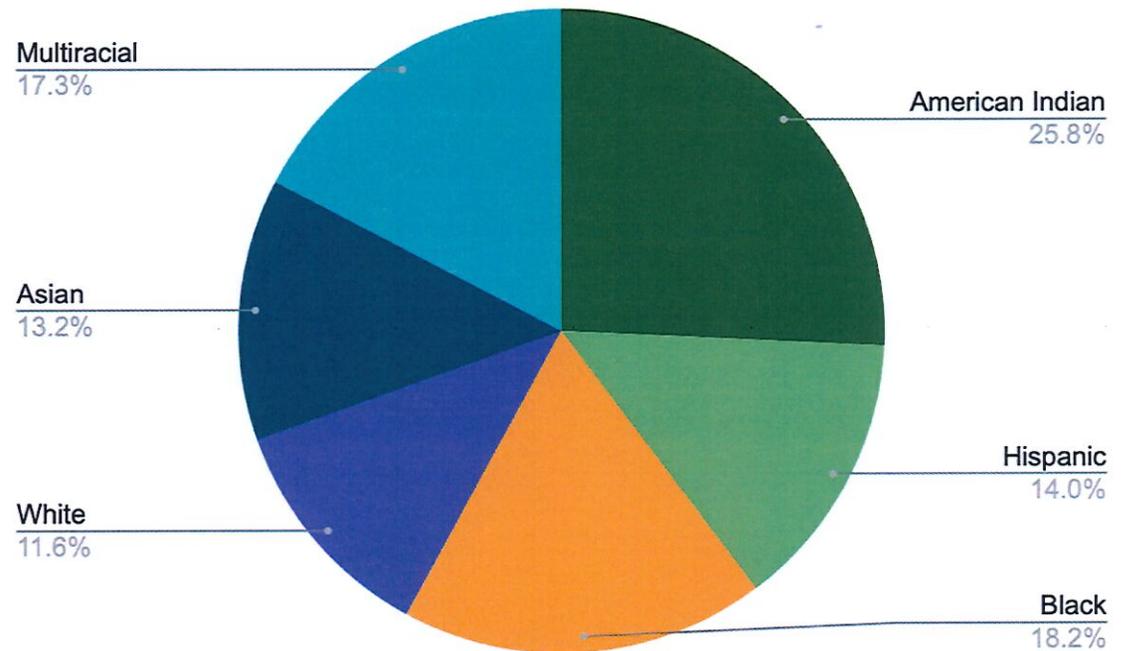
OPPORTUNITY YOUTH

Opportunity youth are teen and young adults between the ages of 16 and 24 who are not enrolled in school or working.
Craven County-11.9%

1 in every 9

16 to 24-year-olds is not in school or working.

Who are NC's Opportunity Youth?



Craven County

2030 NC Degree Attainment Goal: 2 million (67%)
2030 Proposed Craven County Attainment Goal: 13,096 (58%)

Updated: Jun 16 2023

Jacksonville-New Bern Prosperity Zone Sub-Region
Peer County Type: Rural Metro
Local Education Agencies: 1
Charter Schools: 0

Population Spotlight
2010 Census: 103,505
2020 Census: 100,720
Change: -2,785

Growth Rate
-2.7% vs. 9.5%
County State

\$53,960
Median Household Income (2020)

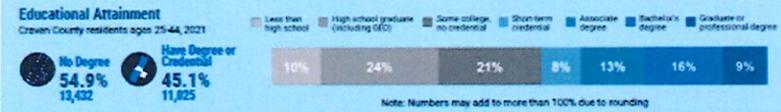
21.1%
Child Poverty Rate (2020)

85%
Households with Broadband (2020)

65%
Home Owners (2020)

80%
Voter Registration Rate (2021)

4.7%
Unemployment Rate (2021)



Top Opportunities for Growth

These three areas represent the biggest opportunities for Craven County to improve future attainment outcomes.

- NC Pre-K Enrollment:** 43% of Craven County eligible 4-year-olds are enrolled in NC Pre-K, below the rural metro county average of 50%.
- FAFSA Completion:** 49% of Craven County high school seniors complete the FAFSA, below the rural metro county average of 54%.
- Adult Learners:** 27% of Craven County adults 25-44 have some college, no degree, above the rural metro county average of 17%.

Impact of Covid-19 on Education Pipeline

Covid-19 has affected critical transition points along the education continuum.

- K-12 Enrollment (district schools): -6.1% (2021-22 vs. 2019-20)
- Postsecondary Enrollment: -5.1% (2021 vs. 2020)
- FAFSA Completion: -8.8% (2021-22 vs. 2019-20)
- Postsecondary Intentions: -16.1% (2020-21 vs. 2018-19)

Data Disruptions:
• College and Career Ready in Reading
• College and Career Ready in Math
• Chronic Absenteeism

ACADEMIC READINESS

How students in Craven County traditional schools are currently doing:
To meet state goals, each year Craven County needs:

- 43% of eligible 4-year-olds enrolled in NC Pre-K program; 224 more needed to meet state goal of 75% (2022)
- 29% of 3-8 graders are earning college and career ready scores (level 4 or 5) in reading; 2,511 more needed to meet state goal of 73% (2022)
- 29% of 3-8 graders are earning college and career ready scores (level 4 or 5) in math; 9,201 more needed to meet state goal of 86% (2022)
- 85% of 9th graders graduate within four years; 109 more needed to meet state goal of 95% (2021)
- 31% of students are chronically absent from school; 2,453 less needed to meet state goal of 11% (2021)

Craven County has a student-to-school counselor ratio of 352:1 versus 362:1 in peer counties (2021)

School Choice

15,637 total students were enrolled in K-12 in Craven County in the 2021-22 school year.

Note: This profile focuses on outcomes of students enrolled in district schools.

Career and College Preparation

279 high school students took at least one AP course (7%) versus 9% in peer counties (2021).
426 graduates participated in Career & College Promise programs (46%) versus 43% in peer counties (2021).

Students in Craven County completed 478 Career & Technical Education concentrations in 2021. The top three CTE concentrations completed include Manufacturing, Health Science, and Science, Technology, Engineering, & Mathematics.

COLLEGE & CAREER ACCESS

- 49% of seniors completed the FAFSA in 2022; 242 more need to complete in 2023 to meet state goal of 80% (2022). <https://www.myfuturenc.org/careerfirst-in-fafsa/>
- 61% of graduates reported intentions to enroll in a postsecondary institution versus 69% in peer counties (2021)
- 53% of graduates enrolled in a postsecondary institution within 12 months versus 49% in peer counties (2021)
- 55% of Craven County students have parents with no college degree (either 2- or 4-year) versus 58% in peer counties.

Postsecondary Enrollment Rates for Select Groups in Craven County, 2021

Note: Outcomes for demographic groups with fewer than 10 students are not displayed.

2022 COUNTY ATTAINMENT PROFILES

- 100 Unique County Attainment Profiles
- Local Performance on Key Indicators
- Recommended Local Goals
- Opportunities for Growth

WEB LINK
qrc.de/dataresources



myFUTURENC
2 million by 2030

Craven County

2030 NC Degree Attainment Goal: 2 million (67%)
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Jacksonville-New Bern
 Prosperity Zone Sub-Region
 Peer County Type: Rural Metro
 Local Education Agencies: 1
 Charter Schools: 0

Population Spotlight

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Growth Rate

-2.7% County vs. **9.5%** State

\$53,960
 Median Household Income (2020)

21.1%
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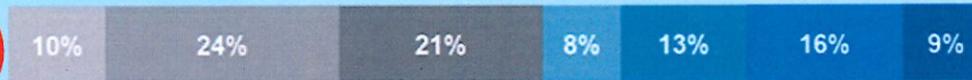
Educational Attainment

Craven County residents ages 25-44, 2021

■ Less than high school
 ■ High school graduate (including GED)
 ■ Some college, no credential
 ■ Short-term credential
 ■ Associate degree
 ■ Bachelor's degree
 ■ Graduate or professional degree

No Degree
54.9%
 13,432

Have Degree or Credential
45.1%
 11,025



Note: Numbers may add to more than 100% due to rounding

Top Opportunities for Growth

These three areas represent the biggest opportunities for Craven County to improve future attainment outcomes.



NC Pre-K Enrollment
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FAFSA Completion
 49% of Craven County high school seniors complete the FAFSA, below the rural metro county average of 54%.



Adult Learners
 21% of Craven County adults 25-44 have some college, no degree, above the rural metro county average of 17%.

County Goal: 13,096-11,025= 2,071

myFUTURENC
 2 million by 2030

Craven County- 2022 OPPORTUNITIES FOR GROWTH

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Craven: *NC Pre-K Enrollment
FAFSA Completion
Adult Learners*

Carteret: *Chronic Absenteeism-3
Adult Learners-2*

High School graduation

Jones: *Chronic Absenteeism*

First Year Persistence

Transition to Postsecondary

Pamlico: *Post Secondary Completion*

Chronic Absenteeism

School Counselors

Craven County - Endorsements

Craven County Public Schools

Craven Community Colleges

Universities:

University of Mount Olive

NC Wesleyan College

UNC Wilmington

ECU

Government:

Eastern Carolina Workforce

Development Board

Eastern Carolina Council of

Governments

Chambers of Commerce:

New Bern Area

Need:

Craven County Manager and Commissioners

Other Chambers

Municipalities

Nonprofits

Others

LOCAL EDUCATIONAL ATTAINMENT COLLABORATIVES (LEAC)



A collaborative that embraces life-long learning, facilitates partnerships, and aligns education and workforce requirements to economic needs.



Connecting North Carolina's young adults to jobs that pay a living wage.

Carteret- Craven-Duplin-Green-Jones-Lenoir-Onslow-Pamlico-Wayne

TWO PRIORITIES TO MOVE US FORWARD

CAREER PLANNING

We endorse the Department of Public Instruction's and State Board of Education's call for career planning for every middle and high school student.

R.A.I.S.E. SCHOLARSHIPS

(Reinforcement and Investment to Strengthen the Economy) to extend the state's existing support for no-cost pathways to short-term industry-valued credentials.
Encourage more North Carolinians to enroll in programs that connect them to career opportunities in high-demand and/or high-growth fields that pay higher wages.

WEB LINK
qrco.de/2priorities



*my***FUTURE**NC
2 million by 2030

CALL TO ACTION

- Use the County Attainment Profile data for conversations and strategic planning
- Follow the steps to endorse the state goal and adopt local attainment goals
- Connect with me on the opportunities for local/regional support
- Visit the promising practices database and submit a practice

Toni Blount, Regional Impact Manager, Southeast Region
toni@myFuturenc.org 252-670-4632

*my***FUTURE**NC
2 million by 2030

Craven County

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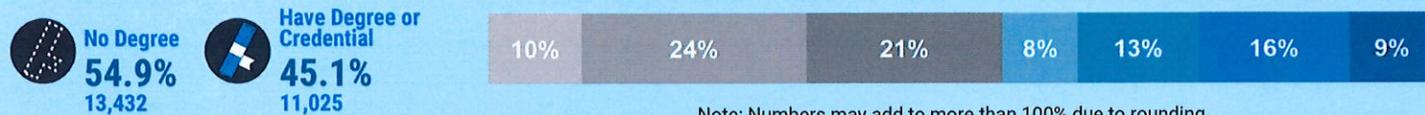
80%
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 Unemployment Rate (2021)

Educational Attainment

Craven County residents ages 25-44, 2021

Less than high school High school graduate (including GED) Some college, no credential Short-term credential Associate degree Bachelor's degree Graduate or professional degree



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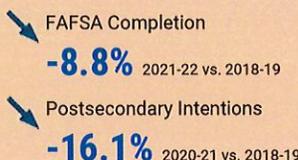


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ncdemography.org

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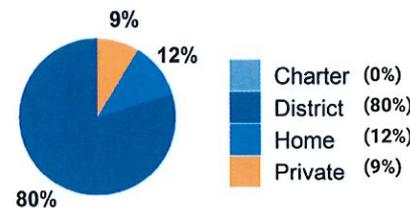


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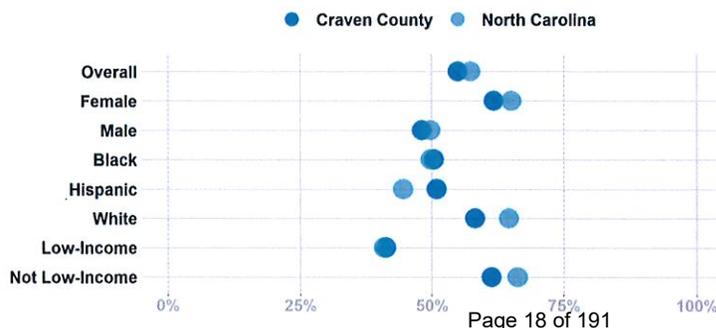
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- 53% of graduates enrolled in a postsecondary institution within 12 months versus 49% in peer counties. 2021



55% of Craven County students have parents with no college degree (either 2- or 4-year) versus 58% in peer counties.

Postsecondary Enrollment Rates for Select Groups in Craven County, 2021



Note: Outcomes for demographic groups with fewer than 10 students are not displayed.

Success of Craven County High School Graduates

Top destinations of graduates, 2016-2020

- 36% of college-goers attended a **public 4-year college**
- 11% of college-goers attended a **private 4-year college**
- 52% of college-goers attended a **public 2-year college**
- <5% of college-goers attended a **private 2-year college**
- 91% of college-goers attended an **in-state college**
- 81% of students who enroll **persist to their second year** versus 73% in peer counties. 2021
- 59% of students who enroll **earn a degree or credential** within 6 years versus 57% in peer counties. 2021

Adult Learners

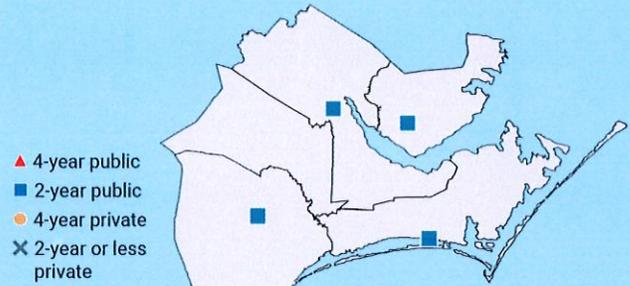
Craven County resident enrollments in NC Community Colleges, 2021

- 271** Basic Skills
- 1,758** Continuing Education
- 2,970** Curriculum



14% of Craven County residents have **student loan debt**; 9% of debt holders had **student loans in default**. 2020

Postsecondary assets in Jacksonville-New Bern Prosperity Zone sub-region



Degree Credentials Awarded, 2021

1,631 certificate | **1,408** associate | **29** bachelor's

In your Prosperity Zone Sub-Region:

54.7%

of postsecondary degrees and credentials conferred by regional institutions are aligned with labor market needs.

Top areas of misalignment:

- Health Science** (all levels)
- Business Management & Administration** (bachelor's)
- Education & Training** (bachelor's)

201 Individuals served in an Apprenticeship NC program in 2020

UNC and NC Community College Outcomes:

- 1,967** graduates in 2020
- 56%** of 2016 graduates were employed in NC in 2021
- \$36,955** annual average earnings of graduates employed in NC (includes both part-time and full-time jobs)

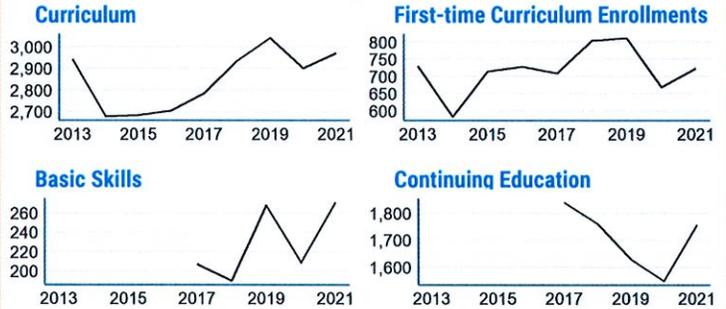
In 2021 your Workforce Development Board served:

- 11,622** in Basic Services
- 5,489** in Career Services
- 674** in Education Services

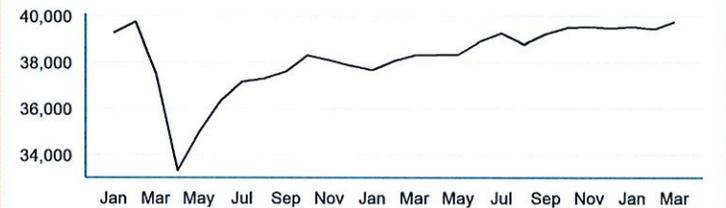


11.9% of young adults ages 16-24 in Craven County were **not working and not in school** versus 15.2% in peer counties. 2019

Impact of Covid-19 on NC Community College Enrollment



Number of Craven County residents employed, January 2020 to March 2022



Promising Attainment Practices

The new **Promising Attainment Practices Database** is a curated, searchable, and filterable collection of about 250 county, region, and state-level initiatives and programs that directly address various components of the state's attainment challenge. The Database allows local and regional initiative leaders and other stakeholders to identify groups across the state who are developing or operating initiatives designed to boost attainment.

Follow link to discover how Craven County has been meeting local needs:

https://dashboard.myfuturenc.org/promising-attainment-practices/?wdt_search=Craven

For more information about each indicator, including data sources and methodology, visit:

dashboard.myfuturenc.org/county-data-and-resources/

3. CONSENT AGENDA

A. Minutes of September 18, 2023 Regular Session

The Board will be requested to approve the minutes of September 18, 2023 regular session, as shown in the following document.

B. Tax Releases and Refunds

The Board will be requested to approve the tax releases and refunds, as shown in the following document. Tax Assessor, Leslie Young, submitted an explanation for the following releases.

1. *Owner - LIDL US Operations LLC, Account Number 114980*, Adjusted appraised value of Business Personal Property to reflect Board of Equalization and Review appraisal value decision in 2021. Value was not submitted with BPP Listing 2023. Request to release \$2,800.44 to reflect the difference in Board of Equalization and Review appraisal value of 2021.

2. *Owner - White River Marine Group LLC, Account Number 96053*, A portion of Business Personal Property items were listed by the owner for Tax Year 2023; however, these items are accounted for in the Real Property appraised value. Due to double-bill, request to release \$8,720.68.

C. Emergency Services – Budget Amendment

The Board will be requested to approve a budget amendment, shown in the following document, in the amount of \$8,148.00, for damage caused by a deer strike to one of their vehicles.

D. Social Services – Westlaw Services – Budget Amendment

The Department of Social Services was notified of an increase in fees for Westlaw Services, which is vital to agency attorneys in their defense of child welfare cases. This service allows attorneys to review case law in the defense for children who are involved in our court system due to abuse, neglect or dependency. DSS is required to have one license for each attorney. The cost is reimbursed at approximately 50%.

The Board will be requested to approve a budget amendment, shown in the following document, in the amount of \$5,000.00.

E. Sheriff – Rollover Budget Amendment

The Board will be requested to approve a budget amendment, shown in the following document, in the amount of \$8,820.00, to move funds that were allocated in FY23 through purchase orders. These purchase orders have not yet been completed due to various reasons, including backorders from the vendors. These funds were allocated in the 4314 (SRO) account lines and will be paid out in FY24.

F. Resolution in Support of Shrimp Disaster Determination

The Board will be requested to adopt the resolution, shown in the following document, in support of Shrimp Disaster Determination.

G. Resolution Supporting Operation Green Light for Veterans

The Board will be requested to adopt the resolution, shown in the following document, supporting Operation Green Light for Veterans, from October through Veteran's Day, November 9, 2023.

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, SEPTEMBER 18, 2023. THE MEETING
5 CONVENED AT 8:30 A.M.
6

7 MEMBERS PRESENT:

- 8 Chairman Jason R. Jones
- 9 Vice-Chairman Denny Bucher
- 10 Commissioner Chadwick Howard
- 11 Commissioner Sherry Hunt
- 12 Commissioner Beatrice R. Smith

13
14 MEMBERS EXCUSED:

- 15 Commissioner Thomas Mark
- 16 Commissioner E. T. Mitchell

17
18 STAFF PRESENT:

- 19 Jack B. Veit, III, County Manager
- 20 Gene Hodges, Assistant County Manager
- 21 Craig Warren, Finance Director
- 22 Amber Parker, Human Resources Director
- 23 Arey Grady, County Attorney
- 24 Lauren Wargo, Assistant to the County Manager
- 25 Nan Holton, Clerk to the Board

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

29
30 *Good and gracious God, we pray for a spirit of gratitude in this Chamber and*
31 *throughout our County and our Nation. May we be truly grateful from the*
32 *bottom of our hearts for all the good You have done for us. We give thanks for*
33 *the grace of life, which we cherish, and we especially give thanks for the gift of*
34 *eternal life, which You offer us as a sheer gift of Your self-sacrificing love. We*
35 *thank You. We bless You. We glorify You.*

36
37 *We pray all this in Thy sacred name. Amen.*

38 *Based upon the invocation given by Monsignor Stephen J. Rossetti, at the April*
39 *3, 2023 session of the US House of Representatives*

40
41 Chairman Jones requested to add 5.B under Sheriff's Department for consideration of an
42 additional School Resource Officer at West Craven High School.

43
44 Commissioner Bucher motioned to approve the agenda, as amended, seconded by Commissioner
45 Smith and approved unanimously.
46



CONSENT AGENDA

47
 48
 49 Commissioner Hunt motioned to approve the Consent Agenda, inclusive of the Minutes of
 50 September 5, 2023; Tax Releases and Refunds (*Credits = \$15,291.07; Refunds = \$1,033.48*);
 51 and Information Technology New World Records Management System (RMS) Maintenance
 52 Increase Budget Amendment. Commissioner Smith seconded the motion which was approved 5-
 53 0 in a roll call vote.

54
 55 *Sheriff*

57	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
58				
59	1010000-39901	\$14,050.00	1014310-44000	\$14,050.00
60	Current Year Fund Balance		Contract Services	
61				
62	TOTAL	\$14,050.00	TOTAL	\$14,050.00

63
 64 **Justification:** Additional funds requested to cover increased costs of New World (Tyler) FY24
 65 renewal. The numbers used during budget preparation did not include enough of an increase
 66 based on previous years' trends.

67
 68 **DEPARTMENTAL MATTERS: SOLID WASTE**
 69 **EMERGENCY MANAGEMENT CONSULTING SERVICES**
 70

71 Solid Waste Director, Steven Aster, reported that as part of disaster preparedness, Craven County
 72 has held a prepositioned Emergency Management Consulting contract for natural disasters and to
 73 provide aid to other County Departments in the completion of grant applications associated with
 74 disaster recovery and resiliency projects.

75
 76 He stated that on August 7, 2023, staff published a request for proposals for Emergency
 77 Management Consulting Services. The proposals were due by August 21, 2023, with one
 78 proposal being received. Craven County staff decided to republish the request for proposals due
 79 to not satisfying the minimum requirements of receiving more than one proposal. The new
 80 publication date was August 22, 2023, with proposals due back by September 1, 2023. Craven
 81 County received two (2) proposals on September 1, 2023. Mr. Aster stated that after review and
 82 rating by the review team, staff requested the Board of Commissioners award Insight Planning
 83 and Development the Emergency Management Consulting Services contract. He indicated
 84 Insight Planning and Development has extensive knowledge of Craven County and has project
 85 managers in place with a long work history associated with Craven County disaster recovery and
 86 resiliency projects.

87
 88 Mr. Aster recommended the Craven County Board of Commissioners award a one-year contract
 89 with four (4) one (1) year renewals to Insight Planning and Development to provide emergency
 90 management consulting services.

91
 92

93 Commissioner Hunt motioned to contract with Insight Planning and Development to provide
94 emergency management consulting services and to authorize staff to complete all needed
95 documents or agreements. Her motion was seconded by Commissioner Smith and approved
96 unanimously.

97
98 **DEPARTMENTAL MATTERS: SOCIAL SERVICES**
99

100 *Supplemental Low-Income Housing Energy Assistance Program Funding (LIHEAP) – Budget*
101 *Amendment*
102

103 Social Services Director, Geoffrey Marett, reported the state has released the Supplemental Low-
104 Income Housing Energy Assistance Program funding to counties. He remarked this is an annual
105 project which starts in December and lasts until March or until the funds are depleted. Mr.
106 Marett indicated this funding is 100% Federal, with no County match required. Payments will be
107 made directly to vendors on behalf of eligible participants.
108

109 Mr. Marett requested approval of a budget amendment in the amount of \$323,988.00.
110

111 Commissioner Hunt motioned to approve the following budget amendment, as requested, in the
112 amount of \$323,988.00, seconded by Commissioner Smith and approved 5-0 in a roll call vote.
113

114 *Mandated 5215, Admin 5210*
115

116	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
117				
118	1015215-33424	\$323,988.00	1015215-42307	\$323,988.00
119	Energy Assistance		Energy Assistance Program (LIHEAP)	
120				
121	TOTAL	\$323,988.00	TOTAL	\$323,988.00

122
123 *Roll Forward Funds for Replacement County Vehicle – Budget Amendment*
124

125 Mr. Marett requested approval of a budget amendment in the amount of \$28,593.00, to roll
126 forward funds from FY 2022-2023 to pay for a replacement county vehicle that was not received
127 last fiscal year. Commissioner Hunt motioned to approve the following budget amendment, as
128 requested, in the amount of \$28,593.00, seconded by Commissioner Bucher and approved 5-0 in
129 a roll call vote.
130

131 *5210 Admin*
132

133	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
134				
135	1010000-39901	\$28,593.00	1015210-47301	\$28,593.00
136	Fund Balance		C/O Over \$5,000	
137				
138	TOTAL	\$28,593.00	TOTAL	\$28,593.0

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DEPARTMENTAL MATTERS: HEALTH

Animal Shelter Fee Proposals

Tanya Osler, Veterinarian for the Craven-Pamlico Animal Services Center, requested the Board's approval to modify, discontinue and add some fees to the current schedule in her department.

Commissioner Bucher motioned to approve the following fee proposals, as requested, seconded by Commissioner Hunt and approved unanimously.

- **Adoption Cat:** \$80 (includes vaccine & rabies for cats over 4 months, microchip, FIV/FeLV test & spay/neuter for cats over 3 pounds): **Existing fee modification**
- **Adoption Dog:** \$125 (includes vaccine & rabies for dogs over 4 months, microchip, heartworm test for dogs over 6 months & spay/neuter for dogs over 16 weeks old): **Existing fee modification**
- **Senior Cats for Senior Laps:** \$10 (any cat over 5 years of age can be adopted for \$10 to a senior over 60 years of age): **Existing fee modification**
- **Bordetella Vaccine:** **Discontinue fee**
- **FIV/FeLV Heartworm Test/SNAP Heartworm:** \$25: **Existing fee modification**
- **Rescue Pull Neutered-Spayed/Intact (501c3 only):** \$25/cat and \$50/dog for entered-spayed or \$0 if not neutered/spayed to approved rescues with application and 501c3 on file: **Existing fee modification**
- **Health Certificate for rescue transport (501c3 only):** \$35 per page (max 6 animals of one species per page): **New fee**
- **Elizabethan Collars (e-collar/cone):** \$10: **New fee**
- **"Lonely Hearts Club":** 50% off of adoption fee for animals with length of stay longer than 50 days: **New fee**
- **Animal Carriers:** \$10: **New fee**

Ms. Osler provided an update to the Board on activities at the Animal Shelter. She reported on the Open House and indicated it was a roaring success, with lots of visits, adoptions and donations. She remarked on the information on their Facebook page and gave stats for total adoptions in comparison to this time last year.

The Board expressed their appreciation for her and the programs she has implemented.

Additional State Funds – Budget Amendment

Health Director, Scott Harrelson, reported the Craven County Health Department has been awarded a total of \$344,667.00 in State funding over a 5-year period which can be used to recruit and hire new public health staff to better serve, protect, and respond to public health needs.

185 He requested acceptance of the total funding amount (\$344,667.00) and approval of a budget
 186 amendment to utilize a portion of this funding (\$107,847.00) at this time to cover the expense of
 187 hiring a full-time Advanced Practice Provider/Nurse Practitioner. He indicated the health
 188 department has a growing demand for adult primary care services.

189
 190 Commissioner Howard motioned to accept State Funding in the amount of \$344,667.00 and to
 191 approve the following budget amendment, in the amount of \$107,847.00, to go towards a Nurse
 192 Practitioner position. Commissioner Bucher seconded the motion, which was approved in a 5-0
 193 roll call vote.

194
 195 Mr. Harrelson addressed questions about revenue to sustain this position and Medicaid
 196 expansion.

197
 198 ***Health/Adult Primary Care***

199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	
	REVENUES	AMOUNT		EXPENDITURES		AMOUNT																										
	1015100-33301	\$42,499.00		1015100-41002		\$30,667.00																										
	State Grant			Full-Time Employees																												
	1015102-33301	\$65,348.00		1015100-41101		\$ 2,346.00																										
	State Grant			FICA																												
				1015100-41102		\$ 3,956.00																										
				NC Retirement																												
				1015100-41103		\$ 1,533.00																										
				401K																												
				1015100-41104		\$ 865.00																										
				Workers Comp																												
				1015100-41106		\$ 2,898.00																										
				Health Insurance																												
				1015100-41107		\$ 216.00																										
				Dental Insurance																												
				1015100-41108		\$ 7.00																										
				Life Insurance																												
				1015100-41109		\$ 11.00																										
				Disability Insurance																												
				1015102-41002		\$46,001.00																										
				Full-Time Employees																												
				1015102-41102		\$ 3,519.00																										
				FICA																												
				1015102-41102		\$ 5,934.00																										
				NC Retirement																												
				1015102-41103		\$ 2,300.00																										
				401K																												
				1015102-41104		\$ 1,297.00																										
				Workers Comp																												
				1015102-41106		\$ 4,347.00																										

231			Health Insurance		
232			1015102-41107	\$	342.00
233			Dental Insurance		
234			1015102-41108	\$	10.00
235			Life Insurance		
236			1015102-41109	\$	16.00
237			Disability Insurance		
238			1015100-41515	\$	200.00
239			Dues/Subscriptions		
240			1015100-44000	\$	1,400.00
241					
242	TOTAL	\$107,847.00	TOTAL	\$107,847.00	

244 County Manager Jack Veit referenced a recent email from Clayton Gaskins, Hospice Director,
 245 regarding their staffing and revenues, and requested Mr. Harrelson provide the details. Mr.
 246 Harrelson reported Hospice is fully staffed now and has averaged 35 patients the first two
 247 months of this fiscal year. He indicated being fully staffed they could handle up to 55 patients
 248 and currently have 43 in house.

249
 250 **DEPARTMENTAL MATTERS: SHERIFF**
 251 **COVID GRANT ROLLOVER FUNDS FROM FY20 TO FY24**
 252

253 Sheriff Chip Hughes requested the Board’s approval of a budget amendment in the amount of
 254 \$15,321.00 to move funds that were allocated for a Covid-19 grant, in the amount of \$73,892.00,
 255 that was awarded and approved during FY23 but was not completed. He indicated these rollover
 256 funds will be used to purchase more cleaning supplies and gloves.

257
 258 Commissioner Hunt motioned to approve the following budget amendment, in the amount of
 259 \$15,321.00, seconded by Commissioner Smith and approved 5-0 in a roll call vote.

260
 261 ***Sheriff (Jail)***

262	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
263	1014316-33301	\$15,321.00	1014316-43207	\$15,321.00
264	State Grant		Janitorial	
265	TOTAL	\$15,321.00	TOTAL	\$15,321.00

266
 267
 268
 269
 270 ***Additional School Resource Office (SRO) at West Craven High School***
 271

272 Sheriff Hughes reported on numerous recent incidents involving violence at West Craven High
 273 School (WCHS) and requested approval of an additional School Resource Officer at WCHS.
 274 He indicated based on the call volume and the school being in a rural community; the response
 275 time can be lengthy. He expressed concern for school staff, students, and for his deputies.

276 Sheriff Hughes stated if they consider this, he has two qualified applicants, with appropriate
277 training.

278
279 Commissioner Jones remarked he had been approached by the Chair of the School Board and
280 another School Board member relaying support for adding an SRO at WCHS. He indicated they
281 may be able to invest some monies to assist in the future, but if this new SRO is approved today,
282 the County needs to fund the full amount. Mr. Jones cited examples of the WCHS Principal
283 putting himself in the middle of altercations and expressed his support.

284
285 Sheriff Hughes addressed questions about what is fueling the increase in violence, what happens
286 to the students involved in the altercations, and tracking the increase of violence through the
287 recent years.

288
289 Mr. Veit provided the Board with a breakdown of expenses associated with hiring a new SRO.
290 The salary and benefits, totaling \$74,580.40 are just for the rest of fiscal year 2024. The
291 equipment package totaling \$78,420.00 involves a lot of one-time costs. The total need to add
292 another SRO to WCHS is \$153,000.00.

293
294 Commissioner Jones motioned to approve an additional SRO at West Craven High School and to
295 approve a budget amendment in the amount of \$153,000.00, seconded by Commissioner Bucher
296 and approved 5-0 in a roll call vote.

297
298 ***Sheriff – SRO***

299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321
	REVENUES	AMOUNT		EXPENDITURES		AMOUNT																
	1010000-39901	\$153,000.00		1014314-41002		\$49,470.00																
	Current Year Fund Balance			Full-time Salary																		
				1014314-41101		\$ 3,784.00																
				FICA																		
				1014314-41102		\$ 6,645.00																
				NC Retirement																		
				1014314-41104		\$ 2,473.00																
				Workers Comp																		
				1014314-41105		\$ 1,470.00																
				401K LEO																		
				1014314-41106		\$ 9,660.00																
				Health																		
				1014314-41107		\$ 720.00																
				Dental																		
				1014314-41108		\$ 22.00																
				Life																		
				1014314-41109		\$ 36.00																
				Disability																		

322		1014314-47301	\$54,616.00
323		Capital Outlay over \$5,000	
324		1014314-42200	\$ 1,104.00
325		Telephone	
326		1014314-43502	\$ 3,500.00
327		Uniforms	
328		1014314-42500	\$ 1,500.00
329		Travel/Training	
330		1014314-43101	\$ 3,000.00
331		Fuel and Other	
332		1014314-47321	\$13,700.00
333		Capital Outlay under \$5,000	
334		1014314-43233	\$ 1,000.00
335		Ammo	
336			
337	TOTAL	\$153,000.00	TOTAL \$153,000.00
338			

**DEPARTMENTAL MATTERS: ECONOMIC DEVELOPMENT
ENC TECH BRIDGE – BUDGET AMENDMENT**

343 Economic Development Director, Jeff Wood, reported that the Economic Development
 344 Department, in conjunction with the Coastal Carolina Regional Airport Authority and the
 345 Convention Center, have provided a proposal to FRC East to assist them in their effort to
 346 establish the ENC Tech Bridge outside of Cherry Point Air Station. He stated Craven County
 347 has been awarded an agreement from the Department of Navy to provide the following:

- 348
- 349 - Event planning for activities such as industry showcase events and industry/academia
- 350 symposiums.
- 351 - Build out of the former church on 634 Airport Road to be a facility for ENC Tech Bridge and
- 352 companies who want to collaborate.
- 353 - Assistance in establishing relationships with universities on engineering projects.
- 354 -Assistance in working with the school systems to provide opportunities for teachers to
- 355 collaborate with FRC East and provide pertinent information back to their classes.

356

357 He indicated this agreement will add \$516,048.00 to the Economic Development Department
 358 Budget. It is the first of many funding opportunities related to the Partnership Intermediary
 359 Agreement (PIA) signed between Craven County and the Department of Navy in 2021.

360

361 Mr. Wood responded to questions about staffing and expenditure timelines.

362

363 Mr. Wood requested approval of the agreement and a budget amendment in the amount of
 364 \$516,048.00.

365

366 Commissioner Hunt motioned to authorize the Finance Director to execute the PIA Agreement
 367 and to approve the following budget amendment in the amount of \$516,048.00. Her motion was
 368 seconded by Commissioner Bucher and approved 5-0 in a roll call vote.
 369
 370

371 ***Economic Development***

372	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
374	1014920-38219	\$516,048.00	1014920-44047	\$516,048.00
375	FRC Revenue		Contract Services – PIA	
376				
377				
378	TOTAL	\$516,048.00	TOTAL	\$516,048.00

379
 380 **DEPARTMENTAL MATTERS: INFORMATION TECHNOLOGY**
 381 **STATE AND LOCAL CYBERSECURITY GRANT – BUDGET AMENDMENT**
 382

383 Information Technology Director, Steve Bennett, reported that in April 2023, the Information
 384 Technology Department applied for the State and Local Cybersecurity Grant. He indicated this
 385 grant reimburses counties and other local government agencies for cybersecurity related services
 386 and technologies. Mr. Bennett stated staff was notified of an award to Craven County in the
 387 amount of \$99,944.00 and that funds will be placed into the Capital Outlay line to purchase 2-PA
 388 1410 Palo Alto Next-Fen Firewall with subscriptions, 3 PA-440 Palo Next-Gen Firewall
 389 subscriptions, 400 Cortex XDR Pro with services, 400 Cortex XDR with services and 240 Cisco
 390 Duo MFAs. He relayed that training will also be required with the purchase of these items for IT
 391 staff members.
 392

393 Mr. Bennett requested approval of a budget amendment in the amount of \$99,944.00.
 394

395 Commissioner Smith motioned to approve the following budget amendment in the amount of
 396 \$99,944.00, seconded by Commissioner Hunt and approved 5-0 in a roll call vote.
 397

398 ***Information Technology***

399	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
401	1014140-33320	\$99,944.00	1014140-47301	\$75,536.00
402	Dept. of Public Safety		Capital Outlay over \$5,000	
403			1014140-42500	\$23,408.00
404			Travel/Training	
405				
406				
407	TOTAL	\$99,944.00	TOTAL	99,944.00

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APPOINTMENTS

Pending

Chairman Jones reviewed the following pending appointments:

- Coastal Carolina Regional Airport
- Craven Regional Library
- Havelock Board of Adjustment (ETJ) (document follows)
- Havelock Library
- Highway 70 Corridor Committee
- Volunteer Agricultural District (District 6)

Current

Craven County Clean Sweep

Commissioner Bucher nominated Pat Sager for reappointment. There being no additional nominations, Ms. Sagar was reappointed by acclamation.

Adult Care Home Advisory Committee

Commissioner Hunt nominated Linda Chagnon for reappointment. There being no additional nominations, Ms. Chagnon was reappointed by acclamation.

Upcoming

Chairman Jones reviewed upcoming appointments to boards and committees with terms expiring in October/November.

COUNTY ATTORNEY'S REPORT

County Attorney, Arey Grady, had nothing to report.

COUNTY MANAGER'S REPORT

County Manager, Jack Veit, reported on the timeline for renovations of the New Bern Library, pointing out it would close at its current location on December 1st and open at the old Fireman's Museum location on December 4th. He related the lack of a State Budget affects the timing of this project, which the County lacks control over.

Mr. Veit highlighted the C1A meeting last week on Cherry Point Marine base, which included a tour of FRC.

Mr. Veit indicated he and Human Resources Director, Amber Parker, had attended the RAI Summit: Community Solutions to Recovery in NC last Thursday and Friday.

458 He and Amber presented at the Summit and were sought out by others to learn more about the
459 opioid program in Craven County. He commented on topics that enlightened him, specifically
460 mentioning prenatal opportunities.
461

462 Mr. Veit concluded with the fact that a lot is happening in Craven County and it is a great time to
463 be the County Manager, remarking his tenure here started twelve years ago today.
464

465 COMMISSIONER'S REPORT

466
467 *Commissioner Howard* indicated he has worked with the WCHS Principal and stated he is very
468 experienced and focused on building relationships with kids. He expressed his support of the
469 new SRO.
470

471 *Commissioner Smith* had nothing to report.
472

473 *Commissioner Bucher* had nothing to report.
474

475 *Commissioner Jones* thanked the Board for supporting the additional SRO at WCHS and thanked
476 the Sheriff for his team of deputies. Mr. Jones also remarked on being present when Jack Veit
477 was hired and all that he endures in the capacity of County Manager.
478

479 At 9:44 am, Commissioner Smith motioned to adjourn the meeting. Her motion was seconded
480 by Commissioner Hunt and approved unanimously.
481
482

Craven County

RELEASES SUBJECT TO BOARD APPROVAL ON 10/2/2023

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
ARR-MAZ BILLING ERROR	82959	2023	410342	21.96
ARR-MAZ BILLING ERROR	82959	2023	410343	22.27
ARR-MAZ BILLING ERROR	82959	2023	410344	31.69
ARR-MAZ BILLING ERROR	82959	2023	410345	556.98
ARR-MAZ BILLING ERROR	82959	2023	410346	56.09
BIZZELL, BRENDA LEARY DID NOT OWN JANUARY 1	45120	2022	214817	77.77
BIZZELL, BRENDA LEARY DID NOT OWN JANUARY 1	45120	2023	214817	69.39
BIZZELL, JAMES E BILLING ERROR	41452	2023	211420	39.60
BRANCHS OF NEW BERN INC DID NOT OWN JANUARY 1	769960	2023	201638	481.26
BRANCHS OF NEW BERN INC DID NOT OWN JANUARY 1	769960	2022	201638	654.36
FF1969 LLC MOBLE HOME/ PROPERTY RAZED	134997	2023	221575	68.65
HP FINANCIAL SERVICES LEASING DOUBLE BILLED	59645	2023	208865	6.29
HP FINANCIAL SERVICES LEASING DOUBLE BILLED	59645	2023	203307	96.59
HP FINANCIAL SERVICES LEASING DOUBLE BILLED	59645	2023	210631	36.54
HPE DEPOSITOR MASTER TRUST LATE LISTING CHARGED IN ERROR	75089	2023	221507	7.45
HPE DEPOSITOR MASTER TRUST LATE LISTING CHARGED IN ERROR	75089	2023	217601	0.85
HPE DEPOSITOR MASTER TRUST LATE LISTING CHARGED IN ERROR	75089	2023	217600	9.58
HPE DEPOSITOR MASTER TRUST LATE LISTING CHARGED IN ERROR	75089	2023	217598	28.65
IPOCK, TRACY J & ROSE E RECYCLE FEE CORRECTION	97382	2023	1008	60.00
JONES, ANTWINE & BROWN, SARAH & FORECLOSURE-LIEN EXTINGUISHED	62399	2013	29367	1,303.83
JONES, ANTWINE & BROWN, SARAH & FORECLOSURE-LIEN EXTINGUISHED	62399	2014	30034	1,241.67
JONES, ANTWINE & BROWN, SARAH & FORECLOSURE-LIEN EXTINGUISHED	62399	2015	30506	1,179.51
JONES, ANTWINE & BROWN, SARAH & FORECLOSURE-LIEN EXTINGUISHED	62399	2016	30724	899.32
JONES, ANTWINE & BROWN, SARAH & FORECLOSURE-LIEN EXTINGUISHED	62399	2017	31112	849.40
JONES, ANTWINE & BROWN, SARAH & FORECLOSURE-LIEN EXTINGUISHED	62399	2018	30995	799.48
JONES, ANTWINE & BROWN, SARAH & FORECLOSURE-LIEN EXTINGUISHED	62399	2019	20200	773.49

Craven County

RELEASES SUBJECT TO BOARD APPROVAL ON 10/2/2023

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
JONES, ANTWINE & BROWN, SARAH & FORECLOSURE-LIEN EXTINGUISHED	62399	2020	20200	721.91
JONES, ANTWINE & BROWN, SARAH & FORECLOSURE-LIEN EXTINGUISHED	62399	2021	20200	677.16
JONES, ANTWINE & BROWN, SARAH & FORECLOSURE-LIEN EXTINGUISHED	62399	2022	20200	625.06
JONES, ANTWINE & BROWN, SARAH & FORECLOSURE-LIEN EXTINGUISHED	62399	2023	20200	908.10
LABRA, GERARDO ANTEAGA DID NOT OWN JANUARY 1	67947	2023	203851	70.84
LABRA, GERARDO ANTEAGA DID NOT OWN JANUARY 1	67947	2022	203851	79.88
LIDL US OPERATIONS LLC PROPERTY VALUE CORRECTION	114980	2023	209641	2,800.44
MCKEON, TIMOTHY BRIAN BILLING ERROR	102021	2023	220431	31.92
MCMANUS, KALE NATHAN DID NOT OWN JANUARY 1	74717	2022	217535	458.69
MCMANUS, KALE NATHAN DID NOT OWN JANUARY 1	74717	2023	217535	337.45
SCOTT, CRYSTAL LEWIS DID NOT OWN JANUARY 1	74599	2022	217362	83.21
SCOTT, CRYSTAL LEWIS DID NOT OWN JANUARY 1	74599	2023	217362	74.10
SUMNER, REBECCA J & PAUL I RECYCLE FEE CORRECTION	8473	2023	92	60.00
SUTTON, MARY ILENE RECYCLE FEE CORRECTION	71506	2023	2713	60.00
WHITE RIVER MARINE GROUP LLC APPRAISAL ERROR CORRECTION	96053	2023	219949	8,720.68
WYSE, CHRISTOPHER THOMAS NOT TAXABLE TO CRAVEN COUNTY	42905	2023	214656	263.80
WYSE, CHRISTOPHER THOMAS NOT TAXABLE TO CRAVEN COUNTY	42905	2022	214656	378.94
WYSE, CHRISTOPHER THOMAS NOT TAXABLE TO CRAVEN COUNTY	42905	2021	214656	432.13
44 RELEASES SUBJECT TO BOARD APPROVAL ON 10/2/2023:				26,156.98

Craven County

REFUNDS SUBJECT TO BOARD APPROVAL ON 10/2/2023

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
HARRELL, MICHAEL LEE CORRECTED DISCOVERED PROPERTY VALUE	92511	2023	219941	73.45
1 REFUNDS SUBJECT TO BOARD APPROVAL ON 10/2/2023:				73.45



In Support of
Shrimp Disaster Determination Resolution

Whereas the commercial shrimp fishery has long been an important economic driver for Craven County and its rural coastal communities; and

Whereas the global supply of predominantly farm-raised shrimp has reached record highs and has far outstripped global demand; and

Whereas US imports of frozen warm water shrimp nearly doubled from 2013 to 2021 to an unprecedented level of 1.8 billion pounds; and

Whereas the influx of imported shrimp in America has resulted in the catastrophic collapse of the domestic shrimp industry; and

Whereas, imported shrimp now dominates cold storage, distribution hubs, and the American market at a level that voids the margin of the market the domestic harvesters can fulfill; and

Whereas the consequences of the inundation of imported shrimp into our markets have caused significant revenue loss and loss of access to the shrimp fishery resource itself, for small family-owned fishing businesses and other supporting businesses; and

Whereas, if action is not taken, further economic harm and the potential of a complete collapse for the domestic shrimp fisheries are certain.

Be it resolved that the Craven County Board of Commissioners urges North Carolina Governor Roy Cooper to consider submitting a request for a fishery resource disaster determination for North Carolina's shrimp fishery to the Secretary of Commerce.

Adopted this, the 2nd day of October 2023.

Jason R. Jones, Chairman
Craven County Board of Commissioners

ATTEST:

Nan Holton
Clerk to the Board

Craven County



Resolution

Supporting Operation Green Light for Veterans

WHEREAS the residents of Craven County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS Craven County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers; and

WHEREAS there are approximately 700,000 veterans in the State of North Carolina, and approximately 200,000 service members transition to civilian communities annually; and

WHEREAS studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS Craven County appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted.

NOW THEREFORE BE IT RESOLVED, with designation as a Green Light for Veterans County, Craven County hereby declares from October through Veterans Day, November 9th, 2023, a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service.

THEREFORE, BE IT FURTHER RESOLVED, that in observance of Operation Green Light, Craven County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

Adopted this, the 2nd day of October 2023.

Jason R. Jones, Chairman
Craven County Board of Commissioners

ATTEST:

Nan Holton
Clerk to the Board

DEPARTMENTAL MATTERS:

4.A. CARTS – Request Authorization to Apply for State Maintenance Assistance Program (SMAP): Kelly Walker-Cuthrell

The State Maintenance Assistance Program (SMAP) is a state-funded public transportation grant program administered by the North Carolina Department of Transportation Integrated Mobility Division (NCDOT/IMD). The intention of this program is to provide operating assistance to urban, small-urban, and urban regional fixed route and commuter bus systems. Eligible uses of the funds are limited to a system's operating costs. These funds are not guaranteed from year to year and therefore are not included in the CARTS budget.

On September 6, 2023, CARTS was notified that we have been allocated \$130,920.00 for Fiscal Year 2023-2024. This is the same amount as the previous FY2022-2023 allocation. The application deadline is October 11, 2023, and the funds must be expended by June 30, 2023. A public hearing is not required. SMAP funding cannot exceed the amount of local match for CARTS' operating expenses.

CARTS is requesting approval to apply for \$130,920.00 in SMAP funds. A copy of the application budget is shown in the following document.

Board Action: Approval to apply for FY2023-2024 SMAP funds.

**STATE MAINTENANCE ASSISTANCE PROGRAM FOR
URBAN, SMALL URBAN, AND REGIONAL TRANSIT SYSTEMS**

CERTIFIED STATEMENT

Pursuant to Article 2B of Chapter 136 of the North Carolina General Statutes which designates the Department of Transportation as the agency of the State of North Carolina responsible for administering all federal and/or state programs relating to public transportation, and grants the Department authority to do all things required under applicable federal and/or state legislation to administer properly the public transportation programs within the State of North Carolina, the North Carolina Board of Transportation has approved a formula for allocation of State Maintenance Assistance Program funds to urban, small urban and regional transportation systems for Fiscal Year 2024.

This statement certifies that the following is accurate and complete to the best of the knowledge of the signatory including:

1. The FY 2023 allocation of \$130,920 was spent by June 30, 2023 OR \$ _____ is unspent.
2. The amount of the state allocation expended will not exceed the amount of local share provided in the year in which the allocation is expended.

The local share amount provided for FY 2024 is \$130,920 and will be provided from contract revenue, sale of advertising space,.

3. The funds received will be used in a manner consistent with the use of federal transit urbanized formula program funds and only for eligible transit operating expenses as described in FTA Circular 9030.1E, Urbanized Area Formula Program Grant Applications Instructions, dated January 16, 2014, FTA Circular 5010.1E, Grant Management Requirements, dated July 16, 2018 and the FY2024 Program Guidance.
4. These funds will be used to: cover operating expenses such as driver salaries and fuel, up to the allocation amount of \$130,920.
5. The FY2024 allocation received will be spent by the end of FY2024 (by June 30, 2024).
6. Information regarding the use of the funds will be provided at such time and in such manner as the Department may require.

WITNESS my hand and seal, this _____ day of _____, 20__.

I hereby certify that, to the best of my knowledge, the information in this Certified Statement is complete and accurate.

Chairman, Craven County Board of Commissioners

Attest:

Title:

(seal)

SMAP Application Budget

System Name: Craven Area Rural Transit System (CARTS)
Fiscal Year Apportionment: 2024
Total SMAP Allocation: \$130,920

Local Match must be the same as the amount of funds you accept from the formula:
 Example: 100% of formula amount accepted, local match is 100% of formula amount

The SMAP allocation cannot exceed the local commitment and must be reduced if the local commitment is less.

Project Type	Budgeted Amount (Initial)	Budgeted Amount (Final) Due XXXX	
Operating			
G120	\$88,911.35	\$ 88,911	salaries
G181	\$4,020.80	\$ 4,021	fica
G183	\$7,084.00	\$ 7,084	health insurance
G182	\$6,444.68	\$ 6,445	retirement
G189	\$4,617.23	\$ 4,617	401k, dental, worker's compensation, life insurance, disability insurance
G321	\$677.98	\$ 678	phone and data
G325	\$48.19	\$ 48	postage
G330	\$247.72	\$ 248	utilities
G370	\$221.70	\$ 222	advertising
G340	\$56.33	\$ 56	printing
G251	\$12,039.69	\$ 12,040	fuel
G260	\$327.68	\$ 328	supplies
G491	\$242.00	\$ 242	dues
G420	\$0.00	\$ -	rent computers
G520	\$1,016.14	\$ 1,016	software
G440	\$0.00	\$ -	software & facilities maintenance contracts
Preventive Maintenance	\$5,402.44		
Contract Employees	\$3,916.44	\$ 3,916	
Training	\$99.60	\$ 100	
Rental of building	\$948.44	\$ 948	
TOTAL		\$ 130,920	

Initial Budget- the above SMAP budget is true and accurate to the best of my ability.

 Financial Manager Signature needed
 (with application)

DEPARTMENTAL MATTERS:

4.B. CARTS – Request Authorization to Apply for Rural Operating Assistance Program (ROAP): Kelly Walker-Cuthrell

The Rural Operating Assistance Program (ROAP) is a state-funded transportation grant program administered by the North Carolina Department of Transportation Integrated Mobility Division (NCDOT/IMD). ROAP consolidates the Elderly and Disabled Assistance Program (EDTAP) for all areas of Craven County; the Employment Transportation Program (EMP) for all areas of Craven County; and the Rural General Public (RGP) for the rural areas of Craven County into one application. Each county within the CARTS service area is responsible for making a ROAP application for its respective county.

On September 6, 2023, CARTS was notified that Craven County has been allocated \$103,736.00 for EDTAP; \$28,759.00 for EMP; and \$45,420.00 for RGP. The total amount is \$177,915.00. This is a decrease of \$27,978.00 from FY2022-2023. A public hearing is not required to apply for this funding. In addition to completing the application, a Certified Statement signed by the County Manager and County Finance Officer is required. The application deadline is October 11, 2023.

A copy of the Certified Statement and grant application is shown in the following documents.

Board Action: Authorize staff to proceed with the application process for the FY2023-2024 ROAP grant.

CERTIFIED STATEMENT
FY2024
RURAL OPERATING ASSISTANCE PROGRAM
County of Craven

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Integrated Mobility Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e., CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race, or gender (FTA C 4702.1B, FTA C 4704.1A, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2023 to June 30, 2024 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Craven North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low-income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality, and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.

- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county will notify the Regional Grant Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in monthly reports to NCDOT – Integrated Mobility Division or its designee. **Back-up documentation is required to support the monthly reports, failure to provide documentation will affect future disbursements. The June report will be considered the annual report.**
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amount of FY2024 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly and Disabled Transportation Assistance Program (EDTAP)	<u>\$103,736</u>	<u>\$103,736</u>
Employment Transportation Assistance Program (EMPL)	<u>\$28,759</u>	<u>\$28,759</u>
Rural General Public Program (RGP)	<u>\$45,420</u>	<u>\$45,420</u>
TOTAL	<u>\$177,915</u>	<u>\$177,915</u>

WITNESS my hand and county seal, this ____ day of October, 2023.

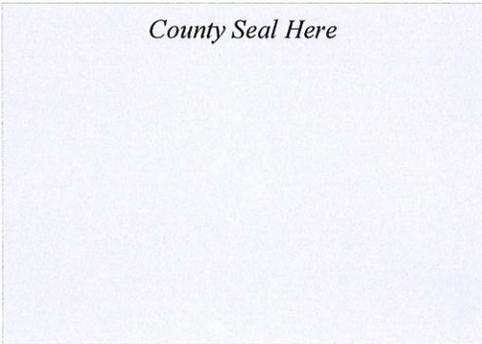
Signature of County Manager/Administrator

Signature of County Finance Officer

Printed Name of County Manager/Administrator

Printed Name of County Finance Officer

State of North Carolina County of Craven



Application for Transportation Operating Assistance

FY2024 Rural Operating Assistance Program (ROAP) Funds

Name of Applicant (County)	Craven County
County Manager	Jack Veit, III
County Manager's Email Address	jveit@cravencountync.gov
County Finance Officer	Craig Warren
CFO's Email Address	cwarren@cravencountync.gov
CFO's Phone Number	252-636-6603
Person Completing this Application	Kelly Walker-Cuthrell
Person's Job Title	Transportation Director
Person's Email Address	kwalker@cravencountync.gov
Person's Phone Number	252-636-6469
Community Transportation System	CARTS
Name of Transit Contact Person	Kelly Walker-Cuthrell
Transit Contact Person's Email Address	kwalker@cravencountync.gov

Application Completed by: _____ Date: _____
Signature

I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines. I certify and understand that if the monthly and annual milestone reports and any other status reports required by the Integrated Mobility Division (IMD) are not submitted on or before the due dates, the next scheduled disbursement will be held until all reports are submitted.

I further certify that ROAP funds will only be used for program purposes to provide trips and will not be used for Administrative or Operational expenses. If it is determined that ROAP funds have been misused, repayment of funds must be made.

Transit Director: _____ Date: _____
Signature

County Manager: _____ Date: _____
Signature

County Finance Officer: _____ Date: _____
Signature

Application Instructions

County officials should read the ROAP Program Administration Guide which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.

- The application must be completed by an official of the county or his/her designee.
- Click on the **gray rectangle** and type each answer. If necessary, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-IMD Regional Grant Specialist assigned to the area served by the transit system.

FY2024 ROAP Program Schedule

Application Deadline

October 11, 2023

Anticipated Funds Disbursement

Week of November 13, 2023

***Counties with unspent FY23 funds will retain the funds and the disbursement will be adjusted accordingly.**

***Monthly reports are due via SmartSheet 45 days following reporting period (i.e., July reporting period, report due September 15th)**

County's Management of ROAP Funds

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process.
- **ROAP funds are expended only on eligible activities as described in Appendix A of the ROAP Guidance.**
- **Supporting documentation of expenditures by all sub-recipients is required.**
- Service recipients meet eligibility requirements, and their eligibility is documented.
- Trips funded with ROAP funding are monitored and evaluated throughout the period of performance.
- An accounting of trips and expenditures is provided on a monthly basis to IMD with supporting documents.
- ROAP funds received and expended are included in the local annual audit.

ROAP funds shall be disbursed in the traditional program allocations in each of the ROAP programs in one disbursement however, if it is determined that a single disbursement is not possible, IMD reserves the right to change the method of distributing the funds. Counties have the flexibility to determine how the funding will be used to meet the needs of the citizens and how to sub-allocate the funding to meet the transportation needs, but the guidelines for each program used must be followed and trips accounted for by program used.

Transportation Needs and Public Involvement in Funding Decisions	Yes	No
<p>A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the Community Transportation System, to recommend how the ROAP funds should be sub-allocated?</p> <p>If no, how were recommendations made and by whom? <i>(Type here)</i></p> <p>How many individuals assisted in the determination? Approximately 14 – ROAP is discussed on a regular basis</p>	Yes	
<p>B. Were outreach efforts conducted to inform agencies about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided how to sub-allocate the ROAP funds?</p>	Yes	
<p>C. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?</p>	Yes	
Financial Management of ROAP Funds	Yes	No
<p>D. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?</p>		No
<p>E. If yes, does the county have a written agreement with these agencies that addresses the proper use, return and accountability of these funds? <i>(Include a sample agreement with application)</i></p>	N/A	N/A
<p>F. Do any of the organizations or departments receiving ROAP funds plan to use private transit contractors to provide the ROAP funded trips? <i>(Their procurement practices will need to meet all federal and state requirements for procurement of professional services.)</i></p>		No
<p>G. Are ROAP funds deposited in an interest-bearing account?</p>	Yes	
<p>H. Does the county provide local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?</p>		No
Monitoring and Oversight Responsibilities	Yes	No
<p>I. Subrecipients of ROAP funds are required to provide sufficiently detailed progress reports and statistical data about trips provided and rider eligibility with ROAP funds. How frequently are these provided to the county? In what format? The County must be prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at a specific cost.</p> <p>What form of documentation is collected? Monthly reports to the county manager</p>	Yes	
<p>J. Does the county require the subrecipients of ROAP funds to use the coordinated transportation services of the federally funded Community Transportation System operating in the county?</p>	Yes	
<p>K. Will any of the subrecipients use their ROAP sub-allocation as matching funds for any of the following programs? <i>(Matching funds for operating assistance or purchase of service only.)</i></p> <p>5310 – Elderly Individuals and Individuals with Disabilities Program No</p> <p>5311 - Non-urbanized Area Formula Program No</p> <p>5316 – Job Access and Reverse Commute Program (JARC) No</p> <p>5317 – New Freedom Program No</p>		
<p>L. Will any of the subrecipients charge a fare for a ROAP funded trip? If yes, which programs. Yes – Employment and Rural General Public</p>		

M. Describe the eligibility criteria to be used in this county to determine who will be provided ROAP-funded trips. What documents are used to determine eligibility? Located within Craven County verified by address; Employment related trips are verified by the pick up or drop off location being consistent with the employment related activities; Elderly and Disabled trips allow for verification of age or disability using reasonable means of verification such as identification card, Medicare card, social worker, or medical provider.

DEPARTMENTAL MATTERS:

5. Planning – NC Housing Finance Agency (NCHFA) Single-family Rehabilitation Grant Acceptance, Adoption of Policies and Budget Amendment: Chad Strawn

Craven County has been officially notified by the NC Housing Finance Agency (NCHFA) that we have received \$162,000.00 for the rehabilitation of three (3) homes.

These homes will be identified through an application intake process in the fall of this year. The application grading criteria will be based on the owner's need, number of dependents, income, age, disabilities, and military veteran status. Once these three homes are completed, the County may receive more funds to rehabilitate additional identified homes.

In order to move forward with these grant funds, the County must first officially accept the grant, and then adopt the required program policies, along with approving the budget amendment and ordinance. These policies have been reviewed by Finance and the County attorney.

Copies of the grant, program policies, budget amendment and ordinance are shown in the following documents.

Board Action: Accept the grant, adopt the required program policies, and approve the budget amendment and ordinance for this NC Housing Finance Agency grant. A roll call vote is required.

NORTH CAROLINA HOUSING FINANCE AGENCY

**ESSENTIAL SINGLE-FAMILY
REHABILITATION LOAN POOL
(ESFRLP23)**

FUNDING and WRITTEN AGREEMENT for SUBRECIPIENTS

Member: Craven County

Funding Agreement Number: 2307

Service Area: Craven

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**NORTH CAROLINA HOUSING FINANCE AGENCY
2023 ESSENTIAL SINGLE-FAMILY REHABILITATION LOAN POOL
(ESFRLP23)**

FUNDING AGREEMENT

This is a subaward of a federal grant.

This Agreement is entered into this the 1st of July 2023 by and between the North Carolina Housing Finance Agency (“Agency”) and (“Subrecipient” or “Member”) for the performance of the services listed below. The Agency and the Subrecipient are sometimes referred to as the “Parties”.

This Agreement is funded by a federal grant from the HOME Investment Partnerships Program from the U.S. Department of Housing and Urban Development to the North Carolina Housing Finance Agency (“Federal Award”). Funds awarded under this Agreement are federal funds and must be used for the purposes for which they are intended. For the purposes of this Agreement the Agency is considered a “Pass Through Entity” as defined in 2 CFR Part 200. This Agreement is subject to the requirements in 2 CFR Part 200 and Subrecipient is required to comply with those sections specifically related to subawards to subrecipients therein.

Part I. Federal Award Identification:

Federal Award Identification: HOME Investment Partnerships Agreement	Subrecipient Name (UEI registered name in SAM): Craven County	Subrecipient’s UEI number: LTZ2U8LZQ214
Federal Award Identification Number (FAIN): M19-SG370100	Federal Award Date (Date signed by Federal awarding Agency Official): August 27, 2019	Subaward Period of Performance: Start Date: July 1, 2023 End Date: June 30, 2026
Amount of Federal Funds Obligated by this Action: \$162,000	Total Amount of Federal Funds Obligated to the Subrecipient: \$162,000	Total Amount of Federal Award to Agency: \$162,000
Federal Award Project Description (as required by FFATA): HOME Investment CPD	Name of Federal Awarding Agency: U.S. Department of Housing and Urban Development	Pass Through Entity: North Carolina Housing Finance Agency (referred to as “Agency” or “PTE”)
Contact Information for Awarding Official: Michael Handley, Manager of Home Ownership Rehabilitation and Compliance NCHFA 3508 Bush Street Raleigh, NC 27609 Phone: (919) 877-5627	CFDA Number and Name: 14.239 HOME Investment Partnerships Program	Is Award R&D: No
Subrecipient Indirect Cost Rate: Not to exceed 10% of the final hard and soft costs or \$4,000 per unit, whichever is less	Audit Verified: Yes	Subrecipient’s Cumulative Federal Awards >\$750,000: Yes

Part II. Agreement Documents.

This Agreement includes the following, all of which are identified by name as follows:

1. This Agreement;
2. Certifications and Assurances (Attachment 1); and,
3. ESFRLP Program Guidelines (Attachment 2).

These attachments are incorporated herein by reference, constitute the entire agreement between the Parties, and supersede all prior oral or written statements or agreements and are hereinafter referred to as the "Agreement Documents".

Part III. Definitions

1. **Agency.** The North Carolina State Housing Finance Agency, an instrumentality and public agency of the State of North Carolina.
2. **Agreement.** Refers to this Subaward Agreement and all attachments.
3. **Application.** The application submitted by the Subrecipient for Program funds.
4. **De-obligate or De-obligation of Funds.** Refers to the Agency's right to rescind its obligation to disburse funds awarded to Subrecipient based on a variety of factors, including but not limited to under performance, non-compliance, end of subaward period, breach of this Agreement, violation of state, federal, and/or local law, fraudulent or willful misconduct, or change in eligibility status.
5. **ESFRLP.** The Agency's Essential Single-Family Rehabilitation Loan Pool Program.
6. **ESFRLP Administrative Funds.** A portion of the Agency's HOME Administration Funds, as defined in 24 C.F.R. Part 92, that may be used for Recipient's necessary and documented administrative costs, as described in the Program Guidelines, Section 2.2.4.
7. **ESFRLP Funds or ESFRLP Pool.** The HOME funds awarded to Subrecipient under this Agreement.
8. **ESFRLP Program Guidelines.** The Agency's program guidelines for administering the Program applicable to the 2022 cycle which Member must adhere to in order to received funds under this Agreement (the "ESFRLP Administrator's Manual (Program Guidelines)", "Program Guidelines" or "PG"), and can be found online at www.nchfa.com.
9. **Federal Award.** Federal Award is the award identified in Section 1 of this Agreement.
10. **Funds.** The funds awarded to the Member under this Agreement
11. **HOME.** The HOME Investment Partnerships Program found at 24 C.F.R. Part 92.

12. **HUD.** The United States Department of Housing and Urban Development.
13. **Member.** The organization identified in Section 1 of this Agreement to which the Agency is making a subaward, and which is accountable to the Agency for the use of the funds provided.
14. **Program.** The Agency's Essential Single-Family Rehabilitation Loan Pool Program.
15. **Recapture.** Recapture means when the Agency takes back money awarded under this Agreement and already disbursed to Subrecipient based on such factors as, but not limited to, underperformance, non-compliance, end of subaward period, and/or fraud.
16. **Services.** The eligible activities described in this Agreement.
17. **Subaward.** Subaward means the funds awarded to the Subrecipient under this Agreement. The Subaward consists solely of federal funds.
18. **Subrecipient.** Subrecipient the organization identified in Section 1 of this Agreement to which the Agency is making a subaward, and which is accountable to the Agency for the use of the funds provided.
19. **Supercircular.** Supercircular means 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Also referred to as Uniform Guidance.

Part IV. Purpose

The Agency has received a grant of federal HOME funds from HUD which the Agency uses, in part, to fund its Single-Family Rehabilitation Loan Pool Program. The ESFRLP provides an interest free, deferred-forgiven loan to Program-eligible homeowners to pay for certain rehabilitation costs of a homeowner's house. The Agency provides subawards to local organizations to utilize them in assisting in the administration of the ESFRLP. The Agency has advertised the availability of funding under the ESFRLP and the application of the Member was received, evaluated, and approved by the Agency. The Agency and the Member now wish to enter into this Agreement to provide a subaward to Member under the ESFRLP.

Part V. SubAward

The Agency hereby awards a Subaward, as described above, to Subrecipient subject to the provisions of this Agreement and any attachments hereto. The Agency shall pay the Subrecipient in the manner and in the amounts specified in the Agreement Documents. The total amount paid by the Agency to the Subrecipient under this Agreement will not exceed \$162,000 and consists entirely of federal funds. Although the Agency has approved a set-aside for a specific amount to the Member, the Member also has the opportunity to modify their award and access additional funds from the ESFRLP pool (depending upon fund availability) once they have met the threshold requirements outlined in ESFRLP Program Guidelines 3.2.2.

Part VI. Subrecipient Duties (Scope of Work)

The Subrecipient will provide the services as described in this Agreement in accordance with the terms and conditions of the Agreement Documents. The Subrecipient will be responsible for all activities and responsibilities as defined by the ESFRLP Program Guidelines.

Part VII. Time of Performance

- (a) The Member shall begin performance of this Agreement on the 1st day of July 2023 and shall complete performance no later than June 30, 2026.
- (b) The Agency has approved a set-aside of up to \$162,000 of ESFRLP funds for the Member. The Member may reserve funds from this set-aside on a unit-by-unit basis in accordance with Program Guidelines (PG) 3.2.2 & 3.2.3, until June 30, 2024. Any funds from this set-aside not reserved by that date shall be de-obligated and remain in the ESFRLP pool for reallocation to those Members seeking funding for additional units.
- (c) Funds for additional units may be reserved from the ESFRLP pool, depending on availability, on a unit-by-unit, first come, first served basis in accordance with PG 3.2 up until December 31, 2025. Any funds, not committed under contract (pursuant to Section 3.12 of the Program Guidelines) to a unit as of December 31, 2025, must be withdrawn from deposit and returned to the Agency; or, de-obligated from the Member's IDIS master account. All units must be completed and closed out by June 30, 2026.
- (d) De-obligation of Funds. Upon expiration of the agreement on June 30, 2026, the Member must transfer to the Agency any HOME funds not under contract for a specific unit and any accounts receivable attributable to the use of HOME funds.

Part VIII. Program Funding; Management of Funds

Section 1: Subaward

The Agency has made a Subaward to the Member in the amount identified in Part V of this Agreement.

Section 2: Use of Funds

- (a) ESFRLP funds shall be used to provide assistance to low-income homeowners for: the repair and rehabilitation of their principle residence; the installation of energy-efficiency measures to decrease energy use in the unit; temporary relocation of households to standard housing, at reasonable cost, if in accordance with an Agency-approved written relocation policy; and lead-based paint evaluation and remediation. ESFRLP funds shall pay for eligible hard and soft costs associated with housing rehabilitation of single-family owner-occupied dwelling units; making the units safe, decent and sanitary. ESFRLP assistance shall be in the form of a loan to the homeowner, which covers the eligible hard costs associated with the rehabilitation of the unit. ESFRLP assistance used to pay eligible soft costs associated with the rehabilitation of the unit shall be in the form of a grant to the homeowner. In order to ensure each Member is conveying certain HOME Program requirements to the eligible homeowners, the Member must use the Agency-provided loan documents listed in the ESFRLP Program Guidelines. Failure to do so shall constitute a material breach of this Agreement.
- (b) The Member must identify eligible units in accordance with the ESFRLP Program Guidelines. The budget for each unit assisted can be found on the Settlement Data Sheet which is referenced at PG 2.3.2 and is a part of the ESFRLP Partner Portal.

- (c) The Member must repay the Agency for any costs deemed ineligible by the Agency in the Agency's sole discretion. The Member must also repay the Agency for any expended funds for units that do not meet the ownership and property requirements as stated in PG 4.1.3 & 4.1.4 (24CFR92.254(b)), "Qualification as affordable housing: homeownership". Any funds repaid to the Agency shall be subject to imputed interest.
- (d) ESFRLP Administrative Funds are limited to ten percent (10%) of the total amount of Program funds allocated to rehabilitation hard costs plus soft costs on each completed rehabilitated housing unit, up to a maximum of \$4,000, as stated in PG 2.2.4.3. For example, if thirty-five thousand dollars (\$35,000) in programs funds is used for a unit's rehabilitation hard costs and six thousand dollars (\$6,000) of Program funds are used for necessary and verifiable soft costs, then up to \$4,000 may be used for administrative project costs. These administrative funds may be used for necessary and documented administrative costs, which include:
 - i) general management, oversight and coordination;
 - ii) travel and mileage expenses;
 - iii) project monitoring;
 - iv) indirect costs, overhead costs related to administration of ESFRLP activities; and,
 - v) project related outreach and intake, advertising and public information.

Section 3: Disbursement of Funding

- (a) The Member cannot request disbursement of ESFRLP funds until funds are needed for actual payment of eligible costs as defined in the ESFRLP Program Guidelines (PG 2.2.4). The amount of the request must be limited to the actual amount needed. Any interest earned on ESFRLP funds held by the Member must be spent prior to using any other ESFRLP funds.
- (b) ESFRLP Administrative Funds for each completed unit will be held by NCHFA until all required documentation specific to, and necessary for, close out of the unit, has been accurately completed and received by NCHFA.
- (c) ESFRLP funds and ESFRLP Administrative Funds will be disbursed to the Member through electronic payments from the Agency and in accordance with PG 3.2.
- (d) The Member is eligible to request Program funds from the Agency only after the Agency has received this executed Agreement and a completed *Signatory Form and Certification* card ("Signatory card").
- (e) The Member must complete all work under this Agreement and disburse all ESFRLP funds in accordance with the Program Guidelines, specifically Sections 3.3 and 3.4.

Section 4: Deposit of Funds

- (a) The Member shall establish a master account in an FDIC-insured banking institution to hold all Program funds. All interest earned on ESFRLP funds shall be utilized in accordance with this Agreement.
- (b) All Program funds must be expended for eligible costs within twelve days of receipt. Any interest earned within the twelve-day period shall be retained as Program funds. Any interest earned on Program funds not expended for eligible costs within twelve days must be returned to the Agency.

- (c) The Agency reserves the right to require that all deposits made in the master account be available for withdrawal by the Member and the Agency. If the Agency chooses to exercise this option, an agreement for custodial accounts will be provided by the Agency.

Section 5: Establishment and Maintenance of Accounting Records

- (a) The Member agrees to establish an account in its own general ledger for funds received under this Agreement, and ESFRLP funds, including interest earned, shall be accounted for separately from all other monies.
- (b) The Member's financial management system shall provide for:
 - (1) Accurate, current and complete disclosure of the financial results of the Program in accordance with the reporting requirements.
 - (2) Records that identify adequately the source and application of funds for activities supported by the Program.
 - (3) Effective control over and accountability for all funds received under this Agreement.
 - (4) Comparison of actual outlays with budgeted amounts for the Program.
 - (5) Accounting records that are supported by source documentation.
 - (6) Systematic methods to assure timely and appropriate resolution of audit findings and recommendations.
- (c) The Member agrees that its records, as they relate to this agreement, shall be accessible to HUD and the Agency and their respective agents or representatives, including the North Carolina State Auditor's Office in accordance with N.C.G.S. §147.64.7(4).

Section 6: Procurement Procedures

The Member will have written procurement procedures that reflect the procurement standards found at 2 C.F.R. §200.318- §200.326. The Member will use written contracts with all firms providing services for rehabilitation work or professional services under the Program.

Section 7: Recapture of Funds.

The Agency reserves the right to recapture the Subaward from the Subrecipient. Events of recapture include, but are not limited to, Subrecipient's failure to comply with the terms and conditions of this Agreement and the Agreement Documents or if the Agency deems, in its sole discretion, that Subaward funds were misused or misapplied by the Subrecipient.

PART IX. Program Management

Section 1: Program Guidelines

The terms of the Agreement are subject, in all respects, to the ESFRLP Program Guidelines, and all defined terms used in this Agreement shall have the same meanings as used in the ESFRLP23 Program Guidelines.

The Agency shall have the right from time to time, in its sole discretion, to amend all or any portion of the Program Guidelines for the purpose of providing for any and all modifications, updates, changes, amendments or supplements to applicable laws, regulations or Program changes. The Agency shall give the Member notice of such amendment not less than 30 days before the effective date of such amendment unless the Agency is obligated by law or regulation to implement such amendment in a shorter time period.

In the event the Program Guidelines are revised, the Agency will forward such revisions to the Member and, thereby, make them a part of this Agreement. Failure of the Member to comply with the terms and conditions of the ESFRLP Program Guidelines, as supplemented or amended shall be an event of default by the Member under this Agreement.

Section 2: Program Documents

Members must use loans to finance eligible repairs for participants. Each ESFRLP loan shall be evidenced by a promissory note. In order to secure the note, the Member shall require the execution and recordation of a lien (i.e. Deed of Trust) against a property being improved. The Agency shall provide prepared-standard deeds of trust and promissory notes and other ancillary loan documents to the Member. The Member is required to facilitate the loan closing, record the Deeds of Trust and submit the documents to the Agency in accordance with PG 4.5 & 4.6.

Additionally, Members must use grants to fund the soft costs (work write-ups, cost estimates, lead-based paint inspections, energy audits, pre-rehab unit inspections, etc.) associated with housing rehabilitation. The Member is responsible for facilitating the execution of the Agency-prepared Grant Agreement.

Section 3: Member Responsibility

- (a) Members are responsible for Project Financial Administration as outlined in Section 3 of the ESFRLP Program Guidelines and for compliance with the Loan Processing Requirements in Section 4 of the ESFRLP Program Guidelines. The Agency expects the Member to be active in the management and monitoring of the activity funded with the ESFRLP funds including ensuring Program eligibility of homeowners, facilitating loan closings, and inspecting work performed and training and supervising its staff adequately. The Agency has received and reviewed information that describes the Member's operating plan for staffing and administering its Project. The Agency has relied on the information provided by the Member in the Member's original ESFRLP Application for Funding in making its decision to approve the grant and execute this Agreement. The Member must notify the Agency about any material changes in its operating plan, any events that may have a significant impact on the Project, or any other changes to information provided in the Members original ESFRLP Application for Funding.
- (b) The Member shall execute a Written Agreement (the "Homeowner Written Agreement") with each Homeowner to be assisted, prior to disbursing any funds for the unit. The Written Agreement is provided by the Agency and complies with 24 CFR 92.504(5) (ii). The Agency will enforce the terms of the Written Agreement through a deed of trust recorded against the property using any legal remedy available, including possible foreclosure of the project, and/or any other remedy specified for breach in the loan documents.
- (c) If the Member is monitored by the Agency or an authorized representative and if a lack of proper financial or project controls is observed, the Agency reserves the right to consider this agreement breached and may hold disbursement requests from the Member until such issues are resolved.

Section 4: Right to Inspect

The Agency, HUD and the Comptroller General of the United States, or their authorized representatives or agent, shall have the right to inspect the housing rehabilitation work performed with ESFRLP funds provided under this Agreement for the purpose of determining if work is being carried out in accordance

with the ESFRLP Program Guidelines and the HOME regulations. All dwelling units rehabilitated under ESFRLP must meet the Essential Rehabilitation Criteria in accordance with PG 2.6.

Part X. Reporting and Audit Requirements

Section 1: State Requirements.

- (a) If the Member is a non-profit organization or otherwise meets the definition of a “Subgrantee” in N.C.G.S. §143C-6-23(a)(4) then it is subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23, as may be amended from time to time. Therefore, the Member is required to file annual electronic reports with the Agency. A “Subgrantee” that receives, uses, or expends State funds and in the amount greater than five hundred thousand dollars (\$500,000) within its fiscal year (from any source) must have an audit in accordance with 09 NCAC 03M .0205. The amounts and requirements listed in the statute may change from time to time and it is the Member’s responsibility to periodically check the statutes for any amendments or changes thereto.
- (b) If the Member is a unit of local government then it must comply with N.C.G.S. § 159-34, as may be amended from time to time, as referenced in the ESFRLP Program Guidelines, Section 3.8 *Financial Audit Requirements*.

Section 2: Audit

The Subaward is funded with federal funds and as such any requirements applicable to recipients of federal funds will be required of Subrecipient.

- (a) Subrecipient must permit the Agency’s auditors to have access to the Subrecipient’s records and financial statements as necessary, in the discretion of the Agency, to meet the requirements of 2 CFR §200.300 Statutory and national policy requirements through 200.309 Period of performance, and 2 CFR 200 Subpart F – Audit Requirements.
- (b) The Subrecipient will comply with 2 CFR 200 Subpart F – Audit Requirements, as may be amended from time to time, which states, in part:
 - i) A Subrecipient that expends \$750,000 or more in federal awards during its fiscal year from any source, including federal funds passed through the State or other grantors, must obtain a single audit or program-specific audit conducted for that year in accordance with 2 CFR 200 Subpart F- Audit Requirements. (§200.501 (a))
 - ii) A Subrecipient that expends \$750,000 or more during its fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR 200.514 Scope of audit expect when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section. (2 CFR §200.501 (b))
 - iii) An auditee that expends Federal awards under only one Federal program (excluding R&D) and the Federal program’s statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 2 CFR §200.507 Program-

- specific audits. (2 CFR §200.501(c))
- iv) A Subrecipient that expends less than \$750,000 during its fiscal year in Federal awards is exempt from Federal Audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal Agency, Pass Through Entity, and Government Accountability Office. (2 CFR 200.501(d)).
 - v) The Subrecipient is required to submit the audit to the Agency within nine months of the end of its fiscal year.

Section 3: Reports

- (a) The Member shall submit to the Agency Unit Completion Reports in accordance with PG 3.10.2
- (b) The Member shall submit a Certification of Completion and Final Cost form to the Agency not later than June 30, 2026.
- (c) The final certification shall contain a summary of the use of funds provided under this Agreement.
- (d) The Member shall submit to the Agency such revisions and updates of reports as may be necessary as a result of project audits or reporting errors.
- (e) All reports and audit confirmations shall be sent to:
 - North Carolina Housing Finance Agency
 - Attention: Mark Lindquist, Senior Program Compliance Coordinator
 - PO Box 28066
 - Raleigh, NC 27611-8066
 - or
 - Email Address: mwlindquist@nchfa.com

Section 4: Close Out:

- (a) The Member must initiate close-out procedures when the Date of Completion identified in the Funding Agreement is reached.
- (b) No new rehabilitation contracts obligating any ESFRLP funds may be executed after the Date of Completion. Contracts executed prior to the Date of Completion may be amended after that date by no more than ten percent (10%) of the original contract amount in order to accommodate necessary changes to the scope of work.
- (c) Members will be required to submit the Certification of Completion and Final Cost form (CCFC) to the Agency no later than 6 months following the Date of Completion. The Member will also be required to submit revisions and updates of the Certification that may be necessary as a result of audits or reporting errors.
- (d) All ESFRLP funds not disbursed for eligible costs associated with rehabilitation contracts executed prior to the Date of Completion, including all net Program income/interest earned, must be remitted to the Agency with the CCFC.
- (e) Members are required to submit a minimum of one (1) human interest story, with photographic documentation of before and after rehabilitation, focusing on one of the households assisted under

ESFRLP.

- (f) ESFRLP Administrative Funds for each completed unit will be held by NCHFA until all required documentation specific to, and necessary for, close out of the unit, has been accurately completed and received by NCHFA.

PART XI: Representations, Warranties and Covenants

The Member hereby warrants, represents and covenants that:

- (a) It is a unit of local government that reports to the Local Government Commission or it is a non-profit entity duly organized and in good standing in the State of North Carolina.
- (b) All Subaward funds must be used for purposes and activities described in this Agreement.
- (c) Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 – 4856), and the implementing regulations at 24CFR35, subparts A, B, J, K, M and R.
- (d) If the Member is a governmental body, it will comply with OMB Circular A-87 as amended or superseded by 2 C.F.R. 200, related to certain principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts and other agreements with State and local governments.
- (e) It will comply with the sections regarding financial management and procurement standards for the HOME program found at 24 C.F.R. §§ 85.6, 85.12, 85.20, 85.22, 85.26, 85.32-85.34, 85.36, 85.44, 85.51 and 85.52, as may be amended from time to time. If the Member is a not-for-profit organization it will comply with OMB Circular A-122, as amended or superseded by 2 C.F.R. 200, which established principles for determining costs of grants, contracts and other agreements with non-profit organizations as well as the following sections regarding standards for financial management and procurement standards: 24 C.F.R. §§84: 84.2, 84.5, 84.13 - 84.16, 84.21, 84.22, 84.26 - 84.28, 84.30, 84.31, 84.34 – 84.37, 84.40 – 84.48, 84.51, 84.60 – 84.62, 84.72 and 84.73.
- (f) The Member must comply with 24 C.F.R. §92.351 with regards to actions taken to assure MBE/WBE are utilized when possible in the procurement of goods and services.
- (g) The Member must maintain sufficient records of affirmative marketing and MBE/WBE activity in accordance with 24 C.F.R.9§2.508 (7) (ii).
- (h) Debarred, suspended or ineligible contractors and/or participants cannot be involved in the activities of the Member for which funds are provided under this agreement.
- (i) The Member will make a good-faith effort to, on a continuing basis, maintain a drug-free workplace per the requirements of 24 C.F.R. §21 (B).
- (j) The Member and its activities must comply with all of the following Federal laws, executive orders and regulations pertaining to fair housing and equal opportunity. They are: Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.), found in 24CFR Part 1; The Fair Housing Act (42 U.S.C. 3601-3620), found in 24CFR Part 100-115; Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259), found in 24CFR Part 107; Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), found in 24CFR Part 146. The Member must describe the actions it will take in the areas of enforcement, education, and removal of barriers and impediments to affirmatively further fair housing according to applicable state and federal law. The Member certifies that it will affirmatively further fair housing, including the following: conducting an analysis to identify the effects of any impediments identified through that analysis and maintaining

- records reflecting the analysis and actions in this regard.
- (k) In order to assure that each Member is conveying certain HOME Program requirements to the eligible homeowners, the Member must comply with the following Program Guidelines: PG 4.1.4.2 (Homeownership Affordability). PG 2.6.1 Property Standards; and Section 15(a) of this Agreement.
 - (l) It will provide a written statement completed by the Member's board of directors or other governing body stating that the Subrecipient does not have any overdue tax debts, as defined by N.C.G.S. §105-243.1, at the federal, State or local level. The written statement shall be made under oath and returned to the Agency in order for program disbursements to be made (Certification example included in Attachment 1, unless already submitted and approved).
 - (m) It will sign and provide the Certification and Assurances document attached here to as Attachment 2.
 - (n) It will comply with N.C. E-Verify which means the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. If Subrecipient employs 25 or more employees in the State of North Carolina, then Subrecipient must comply with the provisions of N.C. Gen. Stat. §64-26 including verifying the work authorization of its employees through E-Verify and retaining the records of verification for a period of at least one year. All subcontractors engaged by or to be engaged by Subrecipient have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.
 - (o) None of the funds provided under this Agreement shall be used in the performance of this Agreement for any partisan political activity (24 C.F.R. §91.225), or to further the election or defeat of any candidate for public office per the requirement of 24 C.F.R. §87.
 - (p) There will be no religious activities conducted in connection with the performance of this Agreement or the use of ESFRLP funds.
 - (q) The Member will not discriminate against any person employed in the performance of this Agreement, or against any applicant for assistance under this Agreement because of race, sex, age, creed, color, physical handicap or national origin. The Member will ensure that applicants for ESFRLP assistance are processed, and that employees are treated during employment, without regard to race, sex, age, creed, color, physical handicap or national origin.
 - (r) No employee, officer or agent of the Member shall participate in the selection, or in the award or administration of a contract funded by this Agreement if a conflict of interest, real or apparent, would be involved.
 - (s) Before ESFRLP funds may be disbursed, any Member that is a non-profit organization must be in compliance with General Statute 143C-6-23(b). This statute requires that the Member submit to the Agency a notarized copy of the Member's policy addressing conflicts of interest that may arise involving any Member's management staff, board of directors or other governing body. The policy shall address situations where any of these individuals may directly or indirectly benefit, except in their official capacity, from the disbursement of State funds, and shall include actions to be taken to avoid conflicts of interest or the appearance of impropriety.
 - (t) Before ESFRLP funds are disbursed, any entity of local government will adopt, by resolution of its board of directors, or other governing body, a notarized copy of the Member's Conflict of Interest Policy. The policy must address situations that may arise involving any Member's employees, management staff, board of directors, or other government body, where any of these individuals may directly or indirectly benefit, except in their official capacity, from the disbursement of Subaward funds, and shall include actions to be taken to avoid conflicts of interest or the appearance of impropriety.

- (u) No person providing consulting services in an employer-employee type relationship shall receive more than reasonable compensation for personal services paid with ESFRLP funds. In no event, however, shall such compensation exceed the limits in effect under the provisions of any applicable statute. Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards and compensation.
- (v) The Member is prohibited from charging servicing, origination, processing, inspection, or other fees for administering the ESFRLP, HOME-funded program, except as permitted by §92.214(b)(1).

Part XII. Termination

Should Member breach or fail to comply with any or part of the provisions or terms of this Agreement, continue as a going concern, become insolvent, defunct, or commence bankruptcy proceedings, or should any employee, agent, director officer or senior manager of Subrecipient engage in fraud, misconduct or negligence or misappropriate any Funds, the Agency may terminate this Agreement, and all of its obligations hereunder, immediately upon written notice, and the remaining Program Funds shall revert immediately to the Agency. This applies to all terms and conditions of the Agreement at the time the Agreement is signed and at any subsequent point if the status of the Subrecipient changes, including but not limited to, the provisions that Subrecipients receiving these Funds shall not have been indicted or employ those that have been indicted for a violation under Federal Law relating to an election for Federal office.

- A. The Subrecipient hereby agrees to remain fully informed of all laws and regulations that apply to the Subrecipient, and will give the Agency prompt notice of any action or event that may be cause for suspension or termination of this Agreement and recapture Funds and/or rescind its obligation to awarded Funds to Subrecipient in the event of Subrecipient's non-compliance with the terms and conditions of the grant, as outlined in the Agreement and the Agreement Documents.
- B. The Agency may terminate, in its sole discretion, this Agreement and all of its obligations hereunder immediately upon written notice to Subrecipient, and recapture Program Funds from Subrecipient and/or rescind its obligation to disburse Funds to Subrecipient in the event Subrecipient is not in compliance with the terms and conditions of this Agreement.
- C. Either the Member or the Agency may terminate this Agreement at any time for any reason by providing 30 days prior written notice to the other party. In the event of said termination by the Member, the Agency will require the return of any disbursed, but unused funds and may require completion of any current units being rehabilitated at the time of the notice.
- D. Upon termination of this Agreement all of the Subrecipients work product, including files pertaining to this Agreement, shall become the property of the Agency if requested.
- E. In the event of termination, the Member shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Agreement by the Member. The Agency may withhold any reimbursement to the Member for the purpose of a set-off until such time as the exact amount of damages due the Agency from the Member is determined.
- F. In the event of a termination of this Agreement, Subrecipient must continue to comply with record

retention requirements and provisions regarding confidentiality and indemnification.

Part XIII. Default, Remedy, Suspension and Termination of Subaward

A. Each of the following may be deemed an Event of Default under this Agreement:

1. Any material failure by Subrecipient to comply with the terms and conditions of this Agreement whether stated in this Agreement, a federal statute or regulation, North Carolina statute or regulation, the Agreement Documents or any warranty or assurance by Subrecipient.
2. Subrecipient fails to expend Funds in accordance with Program requirements.
3. Subrecipient fails to return Funds, subject to recapture, to the Agency within the requested time frame.
4. Subrecipient becomes the subject of a federal, state, or local investigation related to the use of federal or state funds.
5. Subrecipient fails to continue as a going concern; becomes insolvent, defunct, or commences bankruptcy proceedings; or should any director, officer, or senior manager of Subrecipient engage in fraud, willful misconduct, and gross negligence or misappropriate any Funds.
6. Subrecipient's acts or omissions, in the sole determination of the Agency, may cause significant reputational harm to the Agency or the Program.
7. Any Subrecipient misrepresentation in its application or supporting material which, if known by the Agency, would have resulted in the Subaward not being made.

B. Discovery of Events

The Agency may become aware of Events of Default in any number of ways, including but not limited to:

1. Third party compliance reviews;
2. Random file reviews;
3. Reports of noncompliance by third parties such as media, government agencies, Subrecipient's clients, and/or whistle blowers; or
4. Reviews of audited financial statements and other Uniform Guidance audits.

C. Notice of Events of Default. If the Agency becomes aware of an Event or Events of Default, the Agency will give Subrecipient written notice of the occurrence and a reasonable opportunity to respond to notification or take corrective action as appropriate, if, in the discretion of the Agency the default is capable of being cured. The Agency reserves the right to send notification to Subrecipient's Board of Directors, the State of North Carolina and HUD.

D. Failure to Remedy an Event of Default. In the event of default or non-compliance with this Agreement, the Agency may exercise the remedies for noncompliance in accordance with 2 CFR 200.338 (a-f). If Subrecipient is unable to cure the Event of Default to the satisfaction of the Agency, then the Agency may

1. Recover misspent or unspent Funds;
2. De-obligate awarded but undisbursed Funds;

3. Terminate the Agreement for cause. Upon termination of the Agreement, all unspent Funds (as determined by the Agency) shall revert immediately to the Agency, in either the form of recapture or de-obligation;
4. Use information learned in the process of consideration of future funding actions;
5. Recapture Funds; or
6. Take other legally available remedies.

Part XIV. General Terms and Conditions

Section 1: Publicity

The Member may publicize its participation in the Program and the conduct of activities under this Agreement without prior review by the Agency, provided that all communications contain the following language: *"This program was sponsored by Craven County, with funds provided by the N.C. Housing Finance Agency."* Copies of publications or news releases shall be furnished to the Agency.

Section 2: Records Retention Policies

1. The Subrecipient shall establish and comply with a records retention policy. This policy shall be made available to the Agency at its request.
2. Financial records, supporting documentation, statistical records, and all records pertinent to the subaward shall be retained for a period of five (5) years from the date of the project close out letter (PG 3.6.1). The only exceptions are as follows:
 - a. If any litigation, claim or audit is started before expiration of the five (5) year period, the records shall be retained until the litigation, claims or audit findings involving the records have been resolved and final action taken.
 - b. Records for real property and equipment acquired with grant Funds shall be retained for three (3) years after final disposition.
 - c. When the Subrecipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or the Agency to extend the retention period.
 - d. If Subrecipient must report program income after the period of performance then it must comply with 2 C.F.R. §200.333(e).
 - e. Subrecipient will comply with 2 C.F.R. §200.333 (f) as it relates to retention of records for indirect cost rate proposals and cost allocations plans. Under this section the following types of documents and their supporting records shall be retained: indirect cost rate computations or proposals, cost allocation plans, and any similarly accounting computations of the rate at which a particular group of costs is chargeable: 1) if submitted for negotiation see 2 CFR §200.333(f)(1); if not submitted for negotiation see 2 CFR §200.333(f)(2).

To the Subrecipient: Craven County
Attn: Mr. Jack B. Veit, III, County Manager
406 Craven Street
New Bern, NC 28560

Section 7: Agreement Changes

Any proposed changes in this Agreement shall be in writing, submitted to and approved and executed by the Agency before the performance of any work involved in the proposed change.

Section 8: Assignment

This Agreement cannot be assigned.

Section 9: Indemnification

The Member agrees to hold harmless and indemnify the Agency from any and all claims, loss, cost or expense, including reasonable attorney's fees, for any injury or damage, whatsoever, which may arise in connection with work performed under this Agreement or pursuant to the Member's activity, errors or omissions in connection with this Agreement.

Section 10: Inconsistencies; No Waiver

In case any provision of this Agreement is held to be invalid, then such provision shall be amended by the parties only to the extent necessary to be enforceable consistent with the parties' intent, and the remainder of the provisions shall remain in full force and effect. No waiver by either party of any breach or failure of compliance with respect to any provision of this Agreement shall be deemed a continuing waiver, nor shall any delay or omission by either party to exercise any right hereunder impair in any manner the exercise of any such right.

Section 11: Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the substantive laws of the State of North Carolina. Each party expressly consents to the jurisdiction of the State of North Carolina.

Section 12: Entire Agreement

This Agreement and all Attachments and/or Exhibits, specifically including the ESFRLP Program Guidelines, constitutes the entire Agreement between the Agency and the Member.

Part XV. Authorization of Signature

By signing this Agreement, the Member certifies that all representations made in its ESFRLP application are true, and in the event of any misrepresentations, the Agency has the option to rescind any obligations to Member regarding the Funds or recapture any Funds awarded or intended to be awarded to the Subrecipient. The person signing this Agreement further certifies that he/she is authorized to execute this agreement on behalf of the Subrecipient, and to the best of his/her knowledge and belief:

Section 1: Certification Regarding Lobbying

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Member, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, or an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Member will complete and submit a Standard Form –LLL, “Disclosure Form to Report Lobbying”, to the Agency.
- 3) The Member will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, or cooperative agreements) and that all subgrantees will certify and disclose accordingly.
- 4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Section 2: Debarment, Suspension, and Other Responsibility Matters

The Member certifies by signing below that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Section 3: Audit and Access to Records

The Member certifies by signing below that it complies with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R 200), will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

Section 4: English Language 2 CFR §200.111

The Member certifies by signing below that it will comply with 2 CFR §200.111 which states, in part, that all Federal financial assistance announcements and Federal award information must be in the English language and must be in the terms of U.S. Dollars. The Subrecipient may translate the Federal award and other documents into another language. In the event of inconsistency between any terms and conditions of the Federal award and any translation into another language, the English language meaning will control. Where a significant portion of the Subrecipient’s employees who are working on the Federal award/Subaward are not fluent in English, the Subrecipient must provide the Federal award/Subaward in English and the languages with which the employees are more familiar.

Section 5: Conflict of Interest 2 CFR §200.112

The Member certifies by signing below that it will disclose in writing to the Agency any potential conflicts of interest in accordance with applicable Federal Awarding Agency policy or Agency policy.

Section 6: Mandatory Disclosures 2 CFR §200.113

The Member certifies by signing below that it agrees to comply with 2 CFR §200.113 which states that the Subrecipient must disclose, in a timely manner, in writing to the Agency all violations of Federal criminal law involving fraud, bribery, or gratuity violations, potentially affecting the Federal Award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

Section 7: Electronic Signatures

Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

Electronic signature means any electronic symbol or process attached to or logically associated with a document and executed and adopted by a party with the intent to sign such document.

Craven County

Attest

By: _____ Date: _____
Its: County Manager

North Carolina Housing Finance Agency

Attest

By: _____ Date: _____
Its: Manager of Home Ownership
Rehabilitation and Compliance

**North Carolina Housing Finance Agency
2023 Essential Single-Family Rehabilitation Loan Pool (ESFRLP)
Post-Approval Documentation**

ESFRLP2307	Craven County (Craven)
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A. Instructions

Your Application for Funding under the 2023 cycle of the Essential Single-Family Rehabilitation Loan Pool (ESFRLP23) was approved for \$162,000 and assigned Funding Agreement number 2307. As a Member of the ESFRLP23 "Pool", \$162,000 has been set aside in the pool for your project and may be reserved (set up) on a unit-by-unit basis once units have been selected and required documents have been received and approved by the North Carolina Housing Finance Agency (the Agency). In accordance with ESFRLP23 Program Guideline (PG) 3.2.2 you may reserve funds for up to 3 units under your original \$162,000 set-aside. Funds for additional units may be reserved from the pool, depending on availability, on a unit-by-unit, first come, first served basis in accordance with PG 3.2 up until December 31, 2025.

Please provide the information and documentation requested in this packet and forward it to **Mark Lindquist at mwlindquist@nchfa.com**. The Case Manager assigned to your ESFRLP project is Sarah Zinn and can be reached at 919-578-3580 or via email at sdzinn@nchfa.com.

B. Status of Other Funds - *Not Applicable*

If the Application for Funding stated that other funds would be available to assist with the rehabilitation of the proposed housing units, the Member must provide documentation for each source of funds identified, with the exception of Rural Development 504 funds. The table immediately below summarizes the proposed amount of matching funds according to your application.

Source of Funds	Amount
Volunteer labor	\$0
Donated material	\$0
Matching local funds	\$0
Total of matching funds committed to the ESFRLP23 project	\$0

C. Assistance Policy - *Attach*

Because ESFRLP23 beneficiaries are not necessarily pre-selected and approved through a public hearing process, it is especially important that ESFRLP23 Members **adopt** an Assistance Policy that thoroughly and clearly identifies the eligibility criteria for assistance, and for prioritizing applicants once they have been determined eligible. This policy should be fair, open and non-discriminatory. In addition, other facts, policies and procedures affecting potential applicants and/or recipients of assistance should be clearly communicated in your Assistance Policy. Be sure to include your policy on temporary relocation, if applicable. Please submit your **proposed** Assistance Policy as part of the completed Post Approval Documentation to the Agency. A model Assistance Policy is located on the NCHFA website, www.nchfa.com. You may choose to use the model as a template to develop your own policy.

D. Procurement and Disbursement Policies - Attach

ESFRLP23 Members must submit a copy of their Procurement Policy that is specific to ESFRLP23 and is written in accordance with 2 CFR 200, and 24 CFR 92.350 (equal opportunity standards), and a copy of their Disbursement Policy, to the Agency, for review and approval. Please submit a copy of your *proposed* Procurement Policy and a copy of your *proposed* Disbursement Policy for ESFRLP23, to the Agency, as part of your PAD.

E. Service Area Requirements and Public Contact

Your Application for Funding was approved for the following service area and amount:

Service Area	Approved Program Funds
Craven	\$162,000

Your public contact's phone number will be published on the Agency website which is linked by several government and other resources. This person should be able to receive phone calls during most normal business hours and be knowledgeable about who in your organization can assist the public with access to the ESFRLP program.

Name	Phone	E-mail
Chad Strawn, Director	(252) 636-6618	cstrawn@cravencountync.gov

F. Fiscal Year and Audits. (Complete this section)

Members will be required to submit reports as required under NC State General Statute 143C-6-23 (Non-Government Organizations) or NC State General Statute 159-34 (Units of Local Government). Fiscal year begins July 1 and ends June 30.

G. Acknowledgement of Audit Compliance Reporting Responsibilities - Attach

Please have the financial person from your organization, responsible for coordinating the annual audit, complete and sign the enclosed "Audit Compliance Responsibilities" form and the FFATA questionnaire acknowledging their receipt. Then, return both documents with this PAD.

H. Organizational Documents. (Non-Government Organizations Only) - Not Applicable

1. Please provide a copy of your Conflict of Interest Policy in accordance with GS 143C-6-23.
2. Please provide a written statement, made under oath and completed by your board of directors or appropriate governing body stating that your organization does not have any overdue taxes, as defined by GS 105-243.1 at the federal, state and local level.
3. Please provide copies of organizational documents, including articles of incorporation, by-laws, and a listing of all current directors, officers and staff.

I. Intergovernmental Agreement - Not Applicable

Please provide a copy of an intergovernmental agreement between your governmental entity and the governmental entity in which you will be providing services under ESFRLP23, as required by GS 160-456.

J. Minimum Housing Codes - Attach

In those jurisdictions with an adopted minimum housing code, all units rehabilitated with ESFRLP funds must meet or exceed all local codes, rehabilitation standards, ordinances and zoning ordinances upon the completion of rehabilitation. Please attach any adopted minimum housing codes in your county service area. Contact your Case Manager if you have questions.

K. Requisition Approval Authorization Form, W9 and Direct Deposit - Attach

1. Enclosed in the PAD packet is a Signatory Certification and Project Access Authorization Form. Please have this signed by each individual authorized by your organization's governing board who will be requisitioning ESFRLP23 funds. Return the signed form to the Agency as part of the completed PAD. Be sure to provide a copy of the resolution passed by the governing board authorizing the requisitioning of funds by those persons whose signatures appear on the enclosed certification.
2. Enclosed is the Form W-9 Request for Taxpayer Identification Number and Certification. Please complete this form with the requested information and return the completed form with the PAD.
3. Enclosed is a form for Electronic Payments, which will authorize the Agency to make the required direct deposit of Program funds into your designated checking account. Please complete this form with the requested information and return the completed form with the PAD.

L. Language Access Plan - Attach

As recipients of federal funds, ESFRLP Members are required to comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and Executive Order 13166 requiring them to take responsible steps to ensure meaningful access by persons with limited English proficiency. ESFRLP Members are required to provide the Agency with their four-factor analysis used to establish the need for a Language Access Plan (LAP) and the LAP, if required by the analysis. See the attached "NCHFA Guidance for Developing a Language Access Plan" and the Agency's LAP at www.nchfa.com as an example if you need to perform a four-factor analysis or create a plan.

M. ESFRLP Budget for Soft Costs

The Agency recommended ESFRLP23 budget for soft costs is provided below for your review and acceptance or your organization may propose to adjust the recommended budget.

Please check the appropriate response.

- a. Member accepts Agency-recommended budget (per table below); or
 b. Member proposes to adjust the budget as follows (awardee complete on page 4)

ESFRLP Soft Costs/unit		2307
1.	Outreach & Advertising	\$300
2.	Environmental Review preparation	\$500
3.	Asbestos testing/clearance	\$600
4.	Radon testing (required)	\$100
5.	LBP inspection/risk assessment	\$600
6.	LBP clearance	\$400
7.	Loan document execution, recording & legal fees	\$500
8.	Pre-rehab Inspection including scope of work	\$900
9.	Work write-ups	\$1,500
10.	Cost estimate	\$400
11.	Construction management	\$3,500
12.	Flood Insurance (units in Flood Hazard Zones)	\$500
13.	Post-rehab value certification	\$200
Total ESFRLP Soft Costs/unit		\$10,000

Proposed Adjusted Budget

ESFRLP Proposed Soft Costs/unit		2307
1.	Outreach & Advertising	\$400
2.	Environmental Review preparation	\$500
3.	Asbestos testing/clearance	\$300
4.	Radon testing (required)	\$300
5.	LBP inspection/risk assessment	\$600
6.	LBP clearance	\$450
7.	Loan document execution, recording & legal fees	\$500
8.	Pre-rehab Inspection including scope of work	\$900
9.	Work write-ups	\$1500
10.	Cost estimate	\$400
11.	Construction management	\$3950
12.	Flood Insurance (units in Flood Hazard Zones)	\$0
13.	Post-rehab value certification	\$200
Total Proposed ESFRLP Soft Costs/unit		\$10,000.00

N. Certification

The Member certifies that the information provided herein and herewith is complete and accurate and that, if approved by the North Carolina Housing Finance Agency, it will be made part of the Funding Agreement by reference, superseding any conflicting information contained in the original Application for Funding without otherwise affecting said Application.



 Chairman, Craven County Board of Commissioners

08.07.2023
 Date

Attest:



 Clerk to the Board

08.07.2023
 Date

Craven County
Procurement and Disbursement Policy
For the 2023 Cycle of the
ESSENTIAL SINGLE-FAMILY REHABILITATION LOAN POOL

PROCUREMENT POLICY

1. To the maximum extent practical, Craven County (the County) promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's (NCHFA) Essential Single-Family Rehabilitation Loan Pool (ESFRLP). Bids are invited from Contractors who are part of the County's approved contractor registry. Any current contractor listed with and approved by the County and in good standing (ie. no unresolved past performance issues and not listed on the federal or state debarred list) will receive automatic approval status on the Approved Contractor Registry.
2. To be listed in the Approved Contractor Registry, a contractor must complete an application, have their recent work inspected, reviewed and approved by the County's Rehabilitation Specialist and submit proof of insurance.
3. At least three eligible contractors on the County's Approved Contractor Registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 15%, in either direction, of the County's cost estimate, (c) the contractor has not been suspended or debarred and (d) there is no conflict of interest (real or apparent).

The County will conduct an advertised public bid process allowing qualified vendors to provide quotes, bids or proposals for the product or services needed. Every reasonable effort will be made to receive at least three quotes, bids or proposals.

All contractors working on pre-1978 units must be Renovation, Repair and Painting Rule (RR&P) Certified Renovators working for Certified Renovation firms; only those contractors with both firm certificate and the qualified renovator's letter on file will be invited to bid on pre-1978 homes. For units where abatement is required or with more than \$25,000 of construction costs not attributed to Lead-Based Paint (LBP) stabilization/removal, projects must use a certified lead abatement firm as required by North Carolina's Lead Hazard Management Program for Abatement Activities (LHMP). Both firm types are listed at this website:
<https://schs.dph.ncdhhs.gov/lead/accredited.cfm>.

4. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder(s) for each job site.

5. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job, including instructions for distribution and receipt of bids. Contractors will be given no less than 10 days in which to inspect the property and prepare bid proposals. Each contractor will need access to all parts of the house in order to prepare a bid.
6. A bid opening will be conducted in the Main Conference Room located at the Craven County Planning & Inspections Office, 2828 Neuse Blvd, New Bern, NC at a specified date and time, with all bidders invited to attend.
7. Bids must include a cost-per-item breakdown with line-item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
8. The County reserves the right to reject any or all bids at any time during the procurement process.
9. In the event of a true emergency situation, the County reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, electronic bids and the like. Should such methods ever become necessary the transaction will be fully documented. In the event phone bids are used, the Craven County will call the first three responsive contractors on the approved contractor list who have indicated a desire to be on the telephone call list. The County will track who has been called and responsive and will rotate through the full list before beginning the rotation again.
10. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend. Within 5 days of the bid opening, after review of bid breakdowns and construction schedules, the winning bidders will be selected. All bidders and the homeowner will be notified in writing of 1) the selection of the winning bid, 2) the amount of the winning bid, 3) the amount of the County's cost estimate, and 4) the specific reasons for the selection, if other than the lowest bidder was selected.
11. The contractor is responsible for obtaining a building permit for the project before beginning work if supported by the local jurisdiction. The permit must be posted at the house during the entire period of construction. If applicable, the contractor will obtain a permit for lead hazard related activities. Craven County ESFRLP staff will closely monitor the contractor during the construction period to make sure that the work is being completed according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Local Code Enforcement Officials will inspect the work for compliance with the NC State Building Code and the local minimum housing code, when applicable. To protect personal property the homeowner will be responsible for working with the contractor toward clearing work areas of personal property as needed as much as practicable. The contractor will be responsible for all clearing and cleaning activities necessary due to construction activities.
12. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract

including at minimum, the homeowner, the contractor and two representatives of the County. The change order must also detail any changes to the original contract price and completion date.

13. No work may begin prior to a contract being awarded and executed and a written order to proceed provided to the contractor. In addition, a pre-construction conference and "walk thru" shall be held at the work site prior to commencement of repair work. At this time, the homeowner, contractor and ESFRLP Craven County program representatives will discuss the details of the work to be completed. Starting and ending dates will be finalized, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home. Within 48 hours of the pre-construction conference, the Craven County will issue a "proceed order" formally instructing the contractor to commence work by the agreed-upon date.
14. The Craven County is an equal opportunity employer, implements non-discriminatory practices in its procurement/disbursement and will make special outreach efforts to include M/WBE (Minority/Women Business Enterprise) businesses within its contractor and subcontractor pool. Contractors will be chosen by the above criteria without regard to race, color, religion, national origin, age, sex, familial status and/or disability.

DISBURSEMENT POLICY

1. All repair work must be inspected by (a) the County's Rehabilitation Specialist, (b) the local building or minimum housing code inspector when applicable and (c) the homeowner prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 21 business days for processing of the invoice for payment.
2. The contractor is entitled to request two partial payments and a final payment. The first partial payment may be requested when the work is 50% complete. The second partial payment may be requested when the work is 85% complete. When a payment is requested, the Rehabilitation Specialist will inspect the work within five days, determine percentage of job completion and calculate a payment based on 90% of the total work completed.
3. Following construction, the contractor and the Rehabilitation Specialist will meet with the Homeowner in a post-construction conference. At this conference the contractor will hand over all owner's manuals and warranties on equipment and products to the homeowner and be available to answer homeowner questions.
4. Project Closeout: When the contractor declares the work complete, the Rehabilitation Specialist will thoroughly inspect the work. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of final payment. If the contractor fails to correct the work to the satisfaction of the County's Rehabilitation Specialist, payment may be withheld until the work is deemed satisfactory. (Contractors may follow the County's Essential Single-Family Rehabilitation Loan Pool Assistance Policy if a dispute

occurs; however, contractors shall abide by the final decision as stated in the policy). The Homeowner, Project Administrator and Rehabilitation Specialist will sign off on the work. After receipt of the contractor's final invoice, inspections, certificate of completion and lien releases, the final payment will be ordered. All material and workmanship will be guaranteed by the contractor for a period of one-year, using the date the Rehabilitation Specialist declares all work complete and approves the final invoice for payment, the homeowner will be provided the one-year warranty date in writing.

5. The County assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.
6. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

The Procurement and Disbursement Policies are adopted this the _____ day of October 2023.

BY: _____
Jason R. Jones, Chairman
Craven County

ATTEST: _____
Clerk to the Board

CONTRACTORS STATEMENT:

I have read and understand the attached Craven County Procurement and Disbursement Policy.

BY: _____

COMPANY NAME: _____

WITNESS: _____

Craven County
Assistance Policy
For the 2023 Cycle of the
Essential Single-Family Rehabilitation Loan Pool

What is the Essential Single-Family Rehabilitation Loan Pool?

Craven County has been awarded Membership by the North Carolina Housing Finance Agency (“NCHFA”) under the 2023 Cycle of the Essential Single-Family Rehabilitation Loan Pool (“ESFRLP”). This program provides Members with funds via a “loan pool” to assist with the rehabilitation of moderately deteriorated homes that are owned and occupied by lower-income, special need households. ESFRLP assists eligible households by facilitating aging in place, meeting minimum housing code requirements, promoting long-term affordability, lowering operating costs, and stabilizing pre-1978 homes that include children aged 6 or under whose health is threatened by the presence of lead hazards.

Craven County has been allocated an initial set-aside of \$162,000 which it plans to apply toward the rehabilitation of three houses in Craven County. After demonstrating successful use of this allocation, the County may access additional funds, when available, on a unit-by-unit basis from the ESFRLP loan pool to assist additional homes.

This Assistance Policy describes who is eligible for assistance under ESFRLP, how applications for assistance will be ranked, what the terms of assistance are, and how the rehabilitation process will be managed. Craven County has designed the ESFRLP project to be fair, open and consistent with its approved application for funding and with ESFRLP Program Guidelines.

The funds provided by NCHFA come from the US Department of Housing and Urban Development’s (HUD) Federal HOME Investment Partnerships Program. Assistance for construction-related costs (hard costs) will be provided as no interest, no payment loans which are forgiven at the rate of \$8,000 per year. Non-construction-related costs (soft costs including lead/asbestos inspections/clearances, radon testing and environmental reviews) will be provided in the form of a grant.

Who is Eligible to Apply?

There are three major requirements to be eligible for ESFRLP assistance:

- 1) The housing unit to be rehabilitated with ESFRLP funds must be located in Craven County and must be owner-occupied. The household occupying the unit must have an elderly, disabled and/or veteran (see definitions) fulltime household member or a child aged 6 or under threatened by lead hazards in the home;
- 2) The gross annual household income must not exceed 80% of the Area Median Income for Craven County (see income limit table on the following page) and;
- 3) The cost of rehabilitation cannot exceed the ESFRLP Program limit of \$40,000 and must include all Essential Rehabilitation Criteria as described in the ESFRLP Administrator’s Manual for the 2023 Cycle (available online at www.NCHFA.com).

Unfortunately, not all homes can be rehabilitated to meet the Essential Rehabilitation Criteria with the limited funding available. Some otherwise-eligible households may be deemed ineligible for assistance because their homes fail this test.

What Types Of Houses Are Eligible?

Properties are eligible only if they meet all of the following requirements:

- The property must require at least \$5,000 of improvements to meet the ESFRLP Property Standards or, if a local code requirement is more stringent than a specific ESFRLP Property Standard, the more stringent local minimum housing code requirement(s) will be used.
- Site-built and off frame modular units listed as real property are eligible for assistance. Manufactured housing is eligible for assistance if the foundation and utility hookups are permanently affixed including removal of all transporting equipment (e.g. wheels, axles, tongue) and installation of a masonry foundation and tie-downs.
- No more than fifty percent (50%) of the total area of the unit may be used for an office or business (e.g. day care, hair salon, room rental, etc.). Program funds may only be used to improve the residential exterior, interior and systems portion of mixed-use buildings.
- The property must be free of environmental hazards and other nuisances as defined by all applicable codes or regulations, or any such hazards or nuisances must be corrected as part of the rehabilitation of the home. Craven County's Rehabilitation Specialist will determine the presence of any known environmental hazards/nuisances on the site and if they can be removed through rehabilitation.
- Properties cannot be located in the right-of-way of any impending or planned public improvements. Craven County staff will assist in making this determination.
- The property cannot be located on a site that is endangered by mudslides, landslides or other natural or environmental hazards. If needed, the Rehabilitation Specialist will work with the homeowner to make this determination.
- The property may be located in the 100-year flood plain if the lowest finished floor level (verified by an elevation certificate provided by the homeowner) is above the base flood elevation and the property will be covered by flood insurance. The property must comply with Craven County's flood plain ordinance. All things considered equal, properties located outside the 100-year flood plain will be given priority over properties located in the 100-year flood plain. Craven County will verify whether the home is in the flood plain.
- The property cannot have been repaired or rehabilitated with public funding of \$30,000 or more within the past 10 years without NCHFA approval.

**2023 Income Limits* for Craven County's
Essential Single-Family Rehabilitation Loan Pool**

Number in Household	30% of Median Income	50% of Median Income	80% of Median Income
1	\$15,900	\$26,450	\$42,300
2	\$18,150	\$30,200	\$48,350
3	\$20,400	\$34,000	\$54,400
4	\$22,650	\$37,750	\$60,400
5	\$24,500	\$40,800	\$65,250
6	\$26,300	\$43,800	\$70,100
7	\$28,100	\$46,850	\$74,900
8	\$29,900	\$49,850	\$79,750

*Income limits are subject to change based on annually published HUD HOME Income Limits. This update will not require a re-approval by the governing authority.

How are applications ranked?

There are many more ESFRLP-eligible households (with eligible houses) than can be assisted with the available funds. Therefore, Craven County has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system applicants will receive points for falling into certain categories. Applications will be ranked according to which receive the most points. If there are more eligible applicants with eligible houses than can be treated with existing funding, Craven County may be able to treat additional houses with unrestricted pool funds. Pool applicants will come from the original applicant list and be considered according to which household received the most points. If alternate pool applicants are not identified on the original applicant list and must be solicited, the solicited, eligible, pool applicants will be selected on a first come, first to qualify, first served basis.

**Priority Ranking System for Craven County's
2023 Essential Single-Family Rehabilitation Loan Pool**

<i>Special Needs (for definitions, see below)</i>	<i>Points</i>
Household with a child under age 6 with lead hazards in the home	5
Elderly Household (62 or older)	4
Disabled	4
Veteran Household	4
Multiple Disabled, Elderly or Veteran Household Members (more than 1)	2
<i>Income (See Income Table above)</i>	<i>Points</i>
Less than 30% of County Median Income	5
30% to 50% of County Median Income	4
50% to 80% of County Median Income	3

Definitions under ESFRLP are:

- *Child with lead hazards in the home:* a child under the age of six living in the applicant house which contains lead hazards.
- *Elderly:* An individual aged 62 or older.
- *Disabled:* A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a document of such impairment, or is regarded as having such an impairment
- *Head of Household:* The person or persons who own(s) the house.
- *Household Member:* Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a "household member" (the number of household members will be used to determine household size and all household members are subject to income verification).
- *Occupant:* An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of household, regardless of the time of occupancy); or non-immediate family member who has resided in the dwelling unit for at least 3 months prior to the submission of the family's application.
- *Veteran:* A person who is a military veteran, is defined as one who served in the active military, naval, or air service (i.e. Army, Navy, Air Force, Marine Corps, and Coast Guard; as a commissioned officer of the Public Health Service; or as a commissioned officer of the National Oceanic and Atmospheric Administration or its predecessors), and who was discharged or released therefrom under conditions other than dishonorable. Provide DD-214 form to demonstrate.

Recipients of assistance under ESFRLP will be chosen by the above criteria without regard to race, color, national origin, religion, sex (including gender identity and orientation), familial status, disability and limited English proficiency.

What Are The Terms of Assistance Under ESFRLP?

The form of ESFRLP assistance is a 0% interest, forgivable loan covering the hard costs associated with the rehabilitation of the home and a grant for the soft costs. These will be two separate documents or sets of documents.

The Loan: NCHFA will create loan documents for the homeowner(s) including a Promissory Note and Deed of Trust covering hard costs for the rehabilitation in an amount not to exceed \$40,000. This loan covering the hard costs remains 0% interest and forgivable at \$8,000 per year for as long as the owner resides in the home or until the balance is reduced to \$0. The term of the loan is dependent upon the loan amount and the number of years it takes to bring the balance of the loan to \$0 when forgiven at \$8,000 per year. For example, if the amount of the loan is \$37,452, then the term is 5 years (\$32,000 forgiven over the first 4 years and \$5,452 forgiven at the end of the 5th year). The maximum term of the typical loan will be five years.

As long as the borrower lives in the home, no payments on the loan will be required. If the recipient prefers, the loan can be paid off at any time to NCHFA, either in installments or as a

lump sum payment. Furthermore, under certain circumstances NCHFA may allow assumption or refinancing of the loan. Should an heir inherit the property and choose to live in the house as their permanent residence, they may assume the loan without being income eligible. However, the lien remains on the property as per the original loan terms. A buyer who may wish to buy the property to live in may assume the loan so long as they can document that they are income-eligible ($\leq 80\%$ AMI). Default can occur if the property is sold or transferred to another person and/or if the borrower fails to use the home as a principal residence, without prior written approval of the North Carolina Housing Finance Agency.

The Grant: To pay for soft costs including application outreach/intake/management, environmental reviews/inspections/testing and project assessment/documentation/estimating/bidding, NCHFA will create a Grant Agreement not to exceed \$10,000. The grant has no repayment or recovery terms.

What Kinds Of Work Will Be Done?

Each house selected for assistance must be rehabilitated to meet ESFRLP Rehabilitation Criteria. That means every house must, upon completion of the rehabilitation:

- meet the requirements of NCHFA's Essential Property Standard. Additionally, the home must meet applicable Lead-Based Paint regulations 24 CFR part 35.
- retain no "imminent threats" to the health and safety of the home's occupants or to the home's "structural integrity". (An example of an imminent threat to occupants as well as to the home's structural integrity is an infestation of insects or a crawlspace that is too damp).

These requirements are spelled out in full in the ESFRLP Administrator's Manual which you may view, at reasonable times, upon request, at the Community Development office of Craven County or anytime online at www.NCHFA.com.

In addition to the above items that must be done to satisfy NCHFA requirements, the scope of work may include approved items meant to reduce future maintenance and operational costs or to further protect homes from natural disasters and/or home modifications designed to enable greater accessibility for household members to function more independently as they age.

Once the rehabilitation is complete, major systems in the home that, with reasonable maintenance and normal use, should be capable of lasting another 5 years include: structural support, roofing, cladding and weatherproofing, plumbing, electrical and heating/cooling systems.

Of course, contractors performing work funded under ESFRLP are responsible for meeting all local requirements for permits and inspections. All work done under the program must be performed to meet NC State Residential Building Code standards. (This does not mean, however, that the whole house must be brought up to current Building Code Standards.)

Upon the date of final approval of all work by the Craven County Building Inspector, a one-year warranty on all materials and workmanship will begin.

What About Lead-based Paint?

Until it was discovered to be a health hazard, lead was used for centuries to make house paints. Now we know that lead exposure is a serious problem for everyone and especially small children. Selling lead paint was outlawed in 1978, but many older buildings still contain lead paint and children are still being poisoned.

Under ESFRLP, a lead hazard evaluation must be performed on every home selected for rehabilitation that was built before 1978. The specific type of evaluation and the appropriate lead hazard reduction work performed will depend on the total amount of Federal funds used to rehabilitate the home, as per 24 CFR part 35. If required, lead-based paint hazard reduction and/or abatement will be performed by contractors who are trained and certified to perform such work.

It may be necessary for the household to relocate during the construction process for protection against lead poisoning. If relocation is required, it shall be the responsibility of the homeowner to pay for the relocation. No project activities shall result in permanent displacement of households.

Who Will Do the Work On the Homes?

Craven County is obligated under ESFRLP to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process.

To meet the requirements, Craven County will conduct a bid process which will allow all vendors qualified (using the Craven County vendor process) to provide quotes, bids or proposals for the product or services needed on each home. For additional information about procurement and disbursement procedures, please refer to the Craven County ESFRLP Procurement and Disbursement Policy for the 2023 Cycle

- All qualified vendors will be invited to bid on each home and the lowest responsive and responsible bidder will be selected for the contract. At least three qualified vendors (on a rotating basis) will be invited to bid on each home and the lowest responsive and responsible bidder will be selected for the contract. Every reasonable effort will be made to receive at least three quotes, bids or proposals for the product or services needed
- All contractors working on pre-1978 units must be Renovation, Repair and Painting Rule (RR&P) Certified Renovators working for Certified Renovation firms.
- Homeowners who know of quality rehabilitation contractors that are not on the vendors list are welcome to invite them to apply.

What Are The Steps In The Process, From Application To Completion?

You now have information about how to apply for the Essential Single-Family Rehabilitation Loan Pool (ESFRLP) and what type of work can be done through the Program. Let's go through the steps for getting the work done:

1. **Completing a pre-application form:** Homeowners who wish to apply for assistance must do so by **October 1, 2023**.
2. Apply by contacting: Craven County Planning & Inspections Department, 2828 Neuse Blvd, New Bern NC 28562. Proof of ownership, income and special needs will be required. Those who have applied for housing assistance from Craven County in the past will not automatically be reconsidered and must complete a new pre-application form.
3. **Client Referral and Support Services:** Many homeowners seeking assistance through the Essential Single-Family Rehabilitation Loan Pool may also need other services. If the ESFRLP staff meet the homeowner during the application process, they will provide pamphlets and a list of the agencies with contact information for the resources and programs available in the County. For households that meet the requirements of the pre-application step and qualify to receive assistance through the ESFRLP program, additional verbal discussion will be offered during the Screening of applicants and/or Pre-rehab inspection steps of the program.
4. **Preliminary inspection:** Craven County's Rehabilitation Specialist will visit the homes of eligible households to determine the need and feasibility of the home for rehabilitation.
5. **Screening of applicants:** Applications will be ranked by Craven County based on the priority system outlined on page 4 and the feasibility of rehabilitating the house. Households to be offered assistance will be selected by the Craven County Housing Selection Committee. Household income will be verified for program purposes only (information will be kept confidential). NCHFA will verify ownership of the property by conducting a title search. From this review, the three most qualified applicants will be chosen according to the priority system described above; **Option 2:** the remaining applicants will be placed on a list of alternates in the order that they qualified. Craven County will then submit to NCHFA an ESFRLP Loan Application and Reservation Request for each potential borrower for approval. Applicants not selected for ESFRLP assistance will be notified in writing.
6. **Written agreement:** A HOME Owner Agreement, between the homeowner and Craven County, will be executed as part of the Loan Application and Reservation Request procedure (that formally commits funds to a dwelling unit). This agreement will certify that the property is the principal residence of the owner, that the post-rehab value of the property will not exceed 95% of the 203(b) limits established by HUD and defines the ESFRLP maximum amount and form of assistance being provided to the homeowner, the

scope of work to be performed, the date of completion and the rehabilitation criteria and standards to be met.

7. **Pre-rehab inspection & unit evaluation:** Craven County's Rehabilitation Specialist will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks, etc. Each unit will be evaluated for energy-saving opportunities such as air-sealing and duct-sealing as well as for environmental concerns, such as lead based paint hazards, radon and asbestos.
8. **Work write-up:** The Rehabilitation Specialist will prepare complete and detailed work specifications (known as the "work write-up"). A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bids are received from contractors.
9. **Lead and Other Testing:** Craven County will arrange for a certified firm to inspect all pre-1978 constructed homes for potential lead hazards (required) and asbestos hazards (as deemed necessary by the Rehabilitation Specialist in all homes built during, before and after 1978). All homes will be tested for radon. The owner will receive information covering the results of the tests and any corrective actions that will be needed as part of the rehabilitation.
10. **Bidding:** The work write-up and bid documents will be conveyed to all contractors from the qualified vendor's list. Contractors will be given no less than ten business days in which to inspect the property and prepare bid proposals. Each contractor will need access to all parts of the house in order to prepare a bid. A bid opening will be conducted in the Conference Room located at the Craven County Planning & Inspections Department, 2828 Neuse Blvd, New Bern, NC 28562 at a specified date and time
11. **Contractor selection:** Within 10 days of the bid opening, the winning bidders will be selected. All bidders and the homeowner will be notified in writing of 1) the selection of the winning bid, 2) the amount of the winning bid, 3) the amount of the County's cost estimate, and 4) the specific reasons for the selection, if other than the lowest bidder was selected.
12. **Loan closing and contract execution:** Loan documents (Promissory Note and Deed of Trust) will be prepared by NCHFA as the lender and executed by the homeowner. By law, homeowners have the right to hire legal representation of their choosing at the loan closing. If a homeowner does not have "representation" at the closing, the borrower must sign a NCHFA "Legal Advice Disclosure". Rehabilitation contract documents will be executed by the homeowner and contractor with Craven County signing on as an interested third party prior to the commencement of any construction. Craven County will facilitate the loan closing and recordation of these documents and forward the recorded documents to NCHFA.

13. **Pre-construction conference:** A pre-construction conference will be held at the selected applicant's home. At this time, the homeowner, contractor and ESFRLP Craven County program representatives will discuss the details of the work to be completed. Starting and ending dates will be finalized, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home. Craven County will issue a "proceed order" formally instructing the contractor to commence work by the agreed-upon date.
14. **Construction:** The contractor is responsible for obtaining and posting all permits for the project before beginning work. Craven County ESFRLP Program staff will closely monitor the contractor during the construction period and local Code Enforcement Officials will inspect the work when applicable. To protect personal property, the homeowner will be responsible for working with the contractor toward clearing work areas of personal property as needed as much as practicable. The contractor will be responsible for all clearing and cleaning activities necessary due to construction activities.
15. **Change Orders:** All changes to the scope of work must be approved by the owner, the contractor, Craven County's Rehabilitation Specialist, and the Craven County Program Administrator and reduced in writing as a contract amendment ("change order"). The owner, contractor and two Craven County personnel must execute any change order agreements to the construction contract.
16. **Progress payments:** The contractor is entitled to request up to two partial payments and a final payment. When a payment is requested, the Rehabilitation Specialist will inspect the work within five days.
17. **Closeout:** When the Rehabilitation Specialist and the Homeowner are satisfied that the contract has been fulfilled, the Homeowner, Project Administrator and Rehabilitation Specialist will sign off on the work. All material and workmanship will be guaranteed by the contractor for a period of one-year from the date of completion of the work as established by the Craven County Building Inspector's Certificate of Compliance. Craven County will notify the homeowner in writing of this date.
18. **Post-construction conference:** Following construction, the contractor and the Rehabilitation Specialist will sit down with the Homeowner one last time. At this conference the contractor will hand over all the owner's manuals and warranties on equipment and materials to the homeowner. The contractor and Rehabilitation Specialist will go over operating and maintenance requirements for the new equipment, materials and appliances and discuss general maintenance of the home with the Homeowner. The Homeowner will have the opportunity to ask any final questions about the work.
19. **Final loan amount determination:** If, upon completion of all rehabilitation work, the contract price has changed due to the effect of change orders and there is a need to modify the loan, NCHFA will prepare an estoppel for a loan reduction or modification agreement for a loan increase as necessary at the time of closeout of the unit. The loan will remain the property of NCHFA, with original documents remaining there for storage

and "servicing". Please note that it is the responsibility of the homeowner to record an estoppel if they wish this to be reflected in the Deed of Trust.

- 20. The warranty period:** It is extremely important that any problems with the work that was performed be reported by the homeowner to the Craven County Rehabilitation Specialist or other representative, as soon as possible in writing. All bona fide defects in materials and workmanship reported within one year of the issuance of the Craven County Building Inspector's Certificate of Compliance will be corrected free of charge by the Contractor.

What are the key dates?

If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting **September 1, 2023**
- Applications must be turned in at the **Craven County Planning & Inspections Office** by **5:00 PM on October 1, 2023**
- Selection of units will be made by **October 30, 2023**
- All rehabilitation work must be under contract by **December 31, 2025**
- All rehabilitation work must be completed by **June 15, 2026**.

How do I request an application?

Contact:

**Planning Staff
Craven County Planning & Inspections
Phone: 252-636-6618**

Or pick up an application at:

Craven County Planning & Inspections Office located at 2828 Neuse Blvd, New Bern, NC.

Is there a procedure for dealing with complaints, disputes and appeals? Although the application process and rehabilitation guidelines are meant to be as fair as possible, Craven County realizes that there is still a chance that some applicants or participants may dispute decisions, work completed or other issues. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact Chad Strawn, Director of Planning & Inspections within ten days of the initial decision and voice their concern.
2. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing. A written appeal must be made within 15 business days of the initial decision on an application.

3. Craven County will respond in writing to any complaints or appeals within 15 business days of receiving written comments.

During the rehabilitation process:

1. If the homeowner feels that construction is not being completed according to the contract, he/she must inform the contractor and the Rehabilitation Specialist, Gary Miller, preferably in writing.
2. The Rehabilitation Specialist will inspect the work in question. If he finds that the work is not being completed according to the contract, the Rehabilitation Specialist will review the contract with the contractor and ask the contractor to correct the problem.
3. If the Rehabilitation Specialist finds that the work is being completed according to contract, the complaint will be added to the applicant's file.
4. The Rehabilitation Specialist and the homeowner will discuss the concern and the reason for the Rehabilitation Specialist's decision.
5. If problems persist, the homeowner must put the concern in writing and a mediation conference between the homeowner and the contractor may be convened by the Rehabilitation Specialist and facilitated by Craven County's Director of Planning & Inspections.
6. Should the mediation conference fail to resolve the dispute, the Craven County's Director of Planning & Inspections will render a written final decision.

Final Appeal:

After following the above procedures, any applicant or homeowner who remains dissatisfied with Craven County's final decision may appeal in writing to Michael Handley, NCHFA, PO Box 28066, Raleigh, NC 27611-8066, (919) 877-5627.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to Craven County employees and their consultant who are directly involved in the program, the North Carolina Housing Finance Agency, the US Department of Housing and Urban Development (HUD) and auditors.

What about conflicts of interest? No employee or board member of Craven County, or entity contracting with Craven County, who exercises any functions or responsibilities with respect to the ESFRLP project shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with project funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of Craven County employees or of Craven County board members and others closely identified with Craven County, may be approved for rehabilitation assistance only upon public disclosure before the Craven County Board of Commissioners and with written permission from NCHFA.

What about favoritism? All activities under ESFRLP, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, color,

national origin, religion, sex (including gender identity and orientation), familial status, disability and limited English proficiency.

Outreach Efforts of the ESFRLP Program

The County makes citizens aware of the ESFRLP program and other housing rehabilitation opportunities through various service providers and specific outreach efforts. At minimum, the County will advertise or publish an article about the Essential Single-Family Rehabilitation Loan Pool Program via the local newspaper serving the County (The Sun Journal). Additionally, announcements will be posted on the County's website and Facebook page.

Who can I contact about the ESFRLP program? Any questions regarding any part of this application or program should be addressed to:

Chad Strawn, Director
Craven County Planning & Inspections Dept.
2828 Neuse Blvd
New Bern, NC 28562
Phone: (252) 636-6618

This Assistance Policy is adopted this ____ day of October 2023.

Jason R. Jones, Chairman
Craven County Board of Commissioners

Attest

Craven County



Essential Single-Family Home Rehabilitation Loan Pool.
(ESFRLP23)
Fund 243

This ordinance is hereby approved in the following amount for expenditure of the

Expenditures:

Administration	\$	42,000.00
Construction	\$	120,000.00

TOTAL \$ 162,000.00

The following revenues are hereby estimated for the

Revenues:

NC Housing Finance Agency	\$	162,000.00
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TOTAL \$ 162,000.00

This ordinance is hereby approved this 2nd day of October, 2023.

Jason R. Jones, Chairman
Craven County Board of Commissioners

Attest:

Nan E Holton, Clerk to the Board
Craven County Board of Commissioners

DEPARTMENTAL MATTERS:

6. Emergency Services – Purchase of Fire Truck: Brad Banks

Chief Brad Banks with the West New Bern Volunteer Fire Department will present a proposal for the replacement of a 1985 Pierce Pumper. The truck is displaying multiple mechanical problems with transmission, temperature, leaking tank and fuel system malfunctions, as well as worn steering components. The department has negotiated with CIVIC Federal Credit Union to obtain a loan up to \$400,000.00 to purchase a used pumper truck. The current budget has allocated funds for the payment.

Information pertaining to this request is shown in the following documents.

Board Action: Receive Information



900 Chelsea Road
New Bern, NC 28562
252-638-1119

Truck Committee

Meeting 8-21-2023 Agenda

- 1) Used versus new
- 2) Can we order 2 Commercial chassis and have two new trucks for the price of one custom cab
- 3) Do we go ahead and look used engine first
- 4) Minimum Requirements for an engine
- 5) Information on engine's to replace
- 6) Need to start gathering information for commissioners meeting
 - a. Lending information
 - b. Truck to replace (Problems with Current Truck)
 - c. Specs of truck
 - d. Price range (0 to 400,000)

Everyone met as a committee on 8/21/2023 and discussed the topics above from the agenda. Out of the discussions, the committee put together the following Requirements/Wants:

Requirements:

- 1) We should look for a used truck for this purchase. New truck wait times are in excess of 24 months.
- 2) Truck should be able to carry 4 to 6 personnel.
- 3) Commercial or Custom cab.
- 4) Minimum of 1250 GPM pump.
- 5) Minimum of 750 gallon tank. *Preferred tank 1000 Gallons*
- 6) Minimum dimensions:
 - a. Max. Length - 36 feet
 - b. Max. Height - 10 feet
 - c. Max. Wide - 11 feet

Wants:

- 1) Dump tank valve on rear of truck
- 2) Generator
- 3) Red in color

Loan Stipulations:

- 1) 0 - 10 years age on truck for best interest rates
- 2) Have budgeted line item as an advantage.

Engine to Replace:

- 1) Engine #3
- 2) 1985 Pierce Arrow
- 3) Transmission overheats when pumping water
- 4) Steering column severely worn
- 5) Only has 2 seats (Driver and Firefighter)
- 6) Weld leads inside tank rusted causing tank to leak water.
- 7) Engine is 38 years old
- 8) Pickup tube in fuel tank malfunctions.

The recommendation from the Truck Committee is to purchase a used truck now and once this is completed, start preparations to spec out a new truck for order.

Respectfully Submitted,

Ronnie Weems

Chairman – Truck Committee



September 22, 2023

Civic Federal Credit Union is pleased to offer the following proposal to West of New Bern Volunteer Fire Department No. 1 to purchase a used fire truck:

- Loan Amount:** \$400,000.00 financed
- Loan Terms:** 3 Years – fully amortized loan
- Interest Rate:** 5.30% fixed
Rate lock for 60 days from receipt of application package
- Payments:** 36 Monthly payments of \$12,043.00
- Collateral:** Used Custom Fire Truck (TBD)
- Charges:** none
- Fees:** Civic Federal Credit Union will not charge a loan origination fee, loan fees, or a prepayment penalty fee.
- Closing:** This transaction shall be closed in compliance with all applicable NC laws governing this type of transaction.

This letter includes a summary of the key points to be contained in the loan documentation. The final documentation will include additional terms and covenants that are usual and customary for this type transaction. This proposal does not constitute loan approval and is subject to change at any time.

Please contact me at (919)747-4437 should you have any questions.

Thank you for your service and your support.

Best regards,

Jason Rackley

Senior Loan Officer

STATE STREET CREDIT UNION

Ending Date:	09/22/2023	Compounding:	U.S. Rule	Principal:	400,000.00
Next Payment Date:	10/22/2023	Period:	Actual/365	Initial Interest Rate:	0.000%
		Pmt Schedule:	Monthly	Interest Rate:	5.300%
				Pmt Amount:	12,043.00

Payment Number	Payment Date	Days	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance	Equity Built
1	10/22/2023	30	\$12,043.00	1,742.47	10,300.53	389,699.47	\$10,300.53
2	11/22/2023	31	\$12,043.00	1,754.18	10,288.82	379,410.65	\$20,589.35
3	12/22/2023	30	\$12,043.00	1,652.78	10,390.22	369,020.43	\$30,979.57
2023	Totals:		36,129.00	5,149.43	30,979.57		
4	01/22/2024	31	\$12,043.00	1,661.10	10,381.90	358,638.53	\$41,361.47
5	02/22/2024	31	\$12,043.00	1,614.36	10,428.64	348,209.89	\$51,790.11
6	03/22/2024	29	\$12,043.00	1,466.30	10,576.70	337,633.19	\$62,366.81
7	04/22/2024	31	\$12,043.00	1,519.81	10,523.19	327,110.00	\$72,890.00
8	05/22/2024	30	\$12,043.00	1,424.94	10,618.06	316,491.94	\$83,508.06
9	06/22/2024	31	\$12,043.00	1,424.65	10,618.35	305,873.59	\$94,126.41
10	07/22/2024	30	\$12,043.00	1,332.44	10,710.56	295,163.03	\$104,836.97
11	08/22/2024	31	\$12,043.00	1,328.64	10,714.36	284,448.67	\$115,551.33
12	09/22/2024	31	\$12,043.00	1,280.41	10,762.59	273,686.08	\$126,313.92
13	10/22/2024	30	\$12,043.00	1,192.22	10,850.78	262,835.30	\$137,164.70
14	11/22/2024	31	\$12,043.00	1,183.12	10,859.88	251,975.42	\$148,024.58
15	12/22/2024	30	\$12,043.00	1,097.65	10,945.35	241,030.07	\$158,969.93
2024	Totals:		144,516.00	16,525.64	127,990.36		
16	01/22/2025	31	\$12,043.00	1,084.97	10,958.03	230,072.04	\$169,927.96
17	02/22/2025	31	\$12,043.00	1,035.64	11,007.36	219,064.68	\$180,935.32
18	03/22/2025	28	\$12,043.00	890.66	11,152.34	207,912.34	\$192,087.66
19	04/22/2025	31	\$12,043.00	935.89	11,107.11	196,805.23	\$203,194.77
20	05/22/2025	30	\$12,043.00	857.32	11,185.68	185,619.55	\$214,380.45
21	06/22/2025	31	\$12,043.00	835.54	11,207.46	174,412.09	\$225,587.91
22	07/22/2025	30	\$12,043.00	759.77	11,283.23	163,128.86	\$236,871.14
23	08/22/2025	31	\$12,043.00	734.30	11,308.70	151,820.16	\$248,179.84
24	09/22/2025	31	\$12,043.00	683.40	11,359.60	140,460.56	\$259,539.44
25	10/22/2025	30	\$12,043.00	611.87	11,431.13	129,029.43	\$270,970.57
26	11/22/2025	31	\$12,043.00	580.81	11,462.19	117,567.24	\$282,432.76
27	12/22/2025	30	\$12,043.00	512.14	11,530.86	106,036.38	\$293,963.62
2025	Totals:		144,516.00	9,522.31	134,993.69		
28	01/22/2026	31	\$12,043.00	477.31	11,565.69	94,470.69	\$305,529.31
29	02/22/2026	31	\$12,043.00	425.25	11,617.75	82,852.94	\$317,147.06
30	03/22/2026	28	\$12,043.00	336.86	11,706.14	71,146.80	\$328,853.20
31	04/22/2026	31	\$12,043.00	320.26	11,722.74	59,424.06	\$340,575.94
32	05/22/2026	30	\$12,043.00	258.86	11,784.14	47,639.92	\$352,360.08
33	06/22/2026	31	\$12,043.00	214.44	11,828.56	35,811.36	\$364,188.64
34	07/22/2026	30	\$12,043.00	156.00	11,887.00	23,924.36	\$376,075.64
35	08/22/2026	31	\$12,043.00	107.69	11,935.31	11,989.05	\$388,010.95
36	09/22/2026	31	\$12,043.00	53.97	11,989.05	.00	\$400,000.00
2026	Totals:		108,387.02	2,350.64	106,036.38		
Grand Totals:			433,548.02	33,548.02	400,000.00		

amortization schedule is provided to you for your convenience. The amortization may include estimates based upon information provided by you. Actual terms of credit and by us may vary from this amortization schedule. The outstanding balance shown above will vary from your actual outstanding balance owed to the Bank because of the timing of payments.



September 22, 2023

Civic Federal Credit Union is pleased to offer the following proposal to West of New Bern Volunteer Fire Department No. 1 to purchase a used fire truck:

- Loan Amount:** *\$400,000.00 financed*
- Loan Terms:** *4 Years – fully amortized loan*
- Interest Rate:** *5.30% fixed*
Rate lock for 60 days from receipt of application package
- Payments:** *48 Monthly payments of \$9,266.75*
- Collateral:** *Used Custom Fire Truck (TBD)*
- Charges:** *none*
- Fees:** *Civic Federal Credit Union will not charge a loan origination fee, loan fees, or a prepayment penalty fee.*
- Closing:** *This transaction shall be closed in compliance with all applicable NC laws governing this type of transaction.*

This letter includes a summary of the key points to be contained in the loan documentation. The final documentation will include additional terms and covenants that are usual and customary for this type transaction. This proposal does not constitute loan approval and is subject to change at any time.

Please contact me at (919)747-4437 should you have any questions.

Thank you for your service and your support.

Best regards,

Jason Rackley

Senior Loan Officer

STATE FIDELITY GROUP

Ending Date:	09/22/2023	Compounding:	U.S. Rule	Principal:	400,000.00
Next Payment Date:	10/22/2023	Period:	Actual/365	Initial Interest Rate:	0.000%
		Pmt Schedule:	Monthly	Interest Rate:	5.300%
				Pmt Amount:	9,266.75

Payment Number	Payment Date	Days	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance	Equity Built
1	10/22/2023	30	\$9,266.75	1,742.47	7,524.28	392,475.72	\$7,524.28
2	11/22/2023	31	\$9,266.75	1,766.68	7,500.07	384,975.65	\$15,024.35
3	12/22/2023	30	\$9,266.75	1,677.02	7,589.73	377,385.92	\$22,614.08
2023 Totals:			27,800.25	5,186.17	22,614.08		
4	01/22/2024	31	\$9,266.75	1,698.75	7,568.00	369,817.92	\$30,182.08
5	02/22/2024	31	\$9,266.75	1,664.69	7,602.06	362,215.86	\$37,784.14
6	03/22/2024	29	\$9,266.75	1,525.28	7,741.47	354,474.39	\$45,525.61
7	04/22/2024	31	\$9,266.75	1,595.62	7,671.13	346,803.26	\$53,196.74
8	05/22/2024	30	\$9,266.75	1,510.73	7,756.02	339,047.24	\$60,952.76
9	06/22/2024	31	\$9,266.75	1,526.18	7,740.57	331,306.67	\$68,693.33
10	07/22/2024	30	\$9,266.75	1,443.23	7,823.52	323,483.15	\$76,516.85
11	08/22/2024	31	\$9,266.75	1,456.12	7,810.63	315,672.52	\$84,327.48
12	09/22/2024	31	\$9,266.75	1,420.96	7,845.79	307,826.73	\$92,173.27
13	10/22/2024	30	\$9,266.75	1,340.94	7,925.81	299,900.92	\$100,099.08
14	11/22/2024	31	\$9,266.75	1,349.97	7,916.78	291,984.14	\$108,015.86
15	12/22/2024	30	\$9,266.75	1,271.93	7,994.82	283,989.32	\$116,010.68
2024 Totals:			111,201.00	17,804.40	93,396.60		
16	01/22/2025	31	\$9,266.75	1,278.34	7,988.41	276,000.91	\$123,999.09
17	02/22/2025	31	\$9,266.75	1,242.38	8,024.37	267,976.54	\$132,023.46
18	03/22/2025	28	\$9,266.75	1,089.53	8,177.22	259,799.32	\$140,200.68
19	04/22/2025	31	\$9,266.75	1,169.45	8,097.30	251,702.02	\$148,297.98
20	05/22/2025	30	\$9,266.75	1,096.46	8,170.29	243,531.73	\$156,468.27
21	06/22/2025	31	\$9,266.75	1,096.23	8,170.52	235,361.21	\$164,638.79
22	07/22/2025	30	\$9,266.75	1,025.27	8,241.48	227,119.73	\$172,880.27
23	08/22/2025	31	\$9,266.75	1,022.35	8,244.40	218,875.33	\$181,124.67
24	09/22/2025	31	\$9,266.75	985.24	8,281.51	210,593.82	\$189,406.18
25	10/22/2025	30	\$9,266.75	917.38	8,349.37	202,244.45	\$197,755.55
26	11/22/2025	31	\$9,266.75	910.38	8,356.37	193,888.08	\$206,111.92
27	12/22/2025	30	\$9,266.75	844.61	8,422.14	185,465.94	\$214,534.06
2025 Totals:			111,201.00	12,677.62	98,523.38		
28	01/22/2026	31	\$9,266.75	834.85	8,431.90	177,034.04	\$222,965.96
29	02/22/2026	31	\$9,266.75	796.90	8,469.85	168,564.19	\$231,435.81
30	03/22/2026	28	\$9,266.75	685.34	8,581.41	159,982.78	\$240,017.22
31	04/22/2026	31	\$9,266.75	720.14	8,546.61	151,436.17	\$248,563.83
32	05/22/2026	30	\$9,266.75	659.68	8,607.07	142,829.10	\$257,170.90
33	06/22/2026	31	\$9,266.75	642.93	8,623.82	134,205.28	\$265,794.72
34	07/22/2026	30	\$9,266.75	584.62	8,682.13	125,523.15	\$274,476.85
35	08/22/2026	31	\$9,266.75	565.03	8,701.72	116,821.43	\$283,178.57
36	09/22/2026	31	\$9,266.75	525.86	8,740.89	108,080.54	\$291,919.46
37	10/22/2026	30	\$9,266.75	470.82	8,795.93	99,284.61	\$300,715.39
38	11/22/2026	31	\$9,266.75	446.92	8,819.83	90,464.78	\$309,535.22
39	12/22/2026	30	\$9,266.75	394.08	8,872.67	81,592.11	\$318,407.89
2026 Totals:			111,201.00	7,327.17	103,873.83		
40	01/22/2027	31	\$9,266.75	367.28	8,899.47	72,692.64	\$327,307.36
41	02/22/2027	31	\$9,266.75	327.22	8,939.53	63,753.11	\$336,246.89

STATE FUTURE CREDIT UNION

Ending Date:	09/22/2023	Compounding:	U.S. Rule	Principal:	400,000.00
First Payment Date:	10/22/2023	Period:	Actual/365	Initial Interest Rate:	0.000%
		Pmt Schedule:	Monthly	Interest Rate:	5.300%
				Pmt Amount:	9,266.75

Payment Number	Payment Date	Days	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance	Equity Built
42	03/22/2027	28	\$9,266.75	259.20	9,007.55	54,745.56	\$345,254.44
43	04/22/2027	31	\$9,266.75	246.43	9,020.32	45,725.24	\$354,274.76
44	05/22/2027	30	\$9,266.75	199.19	9,067.56	36,657.68	\$363,342.32
45	06/22/2027	31	\$9,266.75	165.01	9,101.74	27,555.94	\$372,444.06
46	07/22/2027	30	\$9,266.75	120.04	9,146.71	18,409.23	\$381,590.77
47	08/22/2027	31	\$9,266.75	82.87	9,183.88	9,225.35	\$390,774.65
48	09/22/2027	31	\$9,266.88	41.53	9,225.35	.00	\$400,000.00
Totals:			83,400.88	1,808.77	81,592.11		
Grand Totals:			444,804.13	44,804.13	400,000.00		

Amortization schedule is provided to you for your convenience. The amortization may include estimates based upon information provided by you. Actual terms of credit and by us may vary from this amortization schedule. The outstanding balance shown above will vary from your actual outstanding balance owed to the Bank because of the timing of payments.



September 22, 2023

Civic Federal Credit Union is pleased to offer the following proposal to West of New Bern Volunteer Fire Department No. 1 to purchase a used fire truck:

- Loan Amount:** *\$400,000.00 financed*
- Loan Terms:** *5 Years – fully amortized loan*
- Interest Rate:** *5.30% fixed*
Rate lock for 60 days from receipt of application package
- Payments:** *60 Monthly payments of \$7,604.20*
- Collateral:** *Used Custom Fire Truck (TBD)*
- Charges:** *none*
- Fees:** *Civic Federal Credit Union will not charge a loan origination fee, loan fees, or a prepayment penalty fee.*
- Closing:** *This transaction shall be closed in compliance with all applicable NC laws governing this type of transaction.*

This letter includes a summary of the key points to be contained in the loan documentation. The final documentation will include additional terms and covenants that are usual and customary for this type transaction. This proposal does not constitute loan approval and is subject to change at any time.

Please contact me at (919)747-4437 should you have any questions.

Thank you for your service and your support.

Best regards,

Jason Rackley

Senior Loan Officer

STATE STREET CREDIT UNION

Ending Date:	09/22/2023	Compounding:	U.S. Rule	Principal:	400,000.00
Start Payment Date:	10/22/2023	Period:	Actual/365	Initial Interest Rate:	0.000%
		Pmt Schedule:	Monthly	Interest Rate:	5.300%
				Pmt Amount:	7,604.20

Payment Number	Payment Date	Days	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance	Equity Built
42	03/22/2027	28	\$7,604.20	562.35	7,041.85	131,273.14	\$268,726.86
43	04/22/2027	31	\$7,604.20	590.91	7,013.29	124,259.85	\$275,740.15
44	05/22/2027	30	\$7,604.20	541.30	7,062.90	117,196.95	\$282,803.05
45	06/22/2027	31	\$7,604.20	527.55	7,076.65	110,120.30	\$289,879.70
46	07/22/2027	30	\$7,604.20	479.70	7,124.50	102,995.80	\$297,004.20
47	08/22/2027	31	\$7,604.20	463.62	7,140.58	95,855.22	\$304,144.78
48	09/22/2027	31	\$7,604.20	431.48	7,172.72	88,682.50	\$311,317.50
49	10/22/2027	30	\$7,604.20	386.32	7,217.88	81,464.62	\$318,535.38
50	11/22/2027	31	\$7,604.20	366.70	7,237.50	74,227.12	\$325,772.88
51	12/22/2027	30	\$7,604.20	323.35	7,280.85	66,946.27	\$333,053.73
2027	Totals:		91,250.40	6,012.21	85,238.19		
52	01/22/2028	31	\$7,604.20	301.35	7,302.85	59,643.42	\$340,356.58
53	02/22/2028	31	\$7,604.20	268.48	7,335.72	52,307.70	\$347,692.30
54	03/22/2028	29	\$7,604.20	220.27	7,383.93	44,923.77	\$355,076.23
55	04/22/2028	31	\$7,604.20	202.22	7,401.98	37,521.79	\$362,478.21
56	05/22/2028	30	\$7,604.20	163.45	7,440.75	30,081.04	\$369,918.96
57	06/22/2028	31	\$7,604.20	135.41	7,468.79	22,612.25	\$377,387.75
58	07/22/2028	30	\$7,604.20	98.50	7,505.70	15,106.55	\$384,893.45
59	08/22/2028	31	\$7,604.20	68.00	7,536.20	7,570.35	\$392,429.65
60	09/22/2028	31	\$7,604.43	34.08	7,570.35	.00	\$400,000.00
2028	Totals:		68,438.03	1,491.76	66,946.27		
Grand Totals:			456,252.23	56,252.23	400,000.00		

Amortization schedule is provided to you for your convenience. The amortization may include estimates based upon information provided by you. Actual terms of credit and by us may vary from this amortization schedule. The outstanding balance shown above will vary from your actual outstanding balance owed to the Bank because of the timing of payments.

DEPARTMENTAL MATTERS:

7. Sheriff – Rollover of Funds – Budget Amendment: Chip Hughes

The Board will be requested to approve a budget amendment, shown in the following document, in the amount of \$56,678.00, to move funds that were allocated in FY23 through purchase orders. These purchase orders have not yet been completed due to various reasons, including backorders from vendors. These funds were allocated in the 4310 (SHF) account lines.

Board Action: Approve budget amendment in the amount of \$56,678.00; a roll call vote is needed.

DEPARTMENTAL MATTERS:

8. Facilities – Approval of Short-term Lease of County Property for Mumfest Activities: Gene Hodges

For several years now, Craven County has partnered with Swiss Bear to make County properties available for use during the annual Mumfest activities. In previous years, the use of the County properties has been limited to the parking lots of the County Administration Building and the District Attorney Office Building. With the purchase of the Sudan Temple property, Craven County acquired ownership of the vacant waterfront parcel at the east end of Broad Street. This large parcel is the traditional location of the amusement rides that are a part of the Mumfest attractions. With this increased use of County-owned property, staff and legal counsel felt it was in Craven County's interest to develop a short-term lease agreement and to require insurance coverage for this event.

Shown in the following documents are copies of a draft lease agreement and a map of the areas that are subject to the agreement. Swiss Bear will be providing proof of insurance prior to execution of this agreement.

The Board is requested to approve the lease agreement with Swiss Bear and authorize the County Manager to execute and deliver the lease agreement once all required insurance information is provided.

Board Action: Approve the lease agreement with Swiss Bear of county property for Mumfest activities and authorize the County Manager to execute any needed documents once all required insurance information is provided.

LEASE AGREEMENT

THIS LEASE AGREEMENT is by and between **CRAVEN COUNTY** (“Landlord”) and **SWISS BEAR, INC.** (“Tenant”), as follows:

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION ONE: PREMISES

Landlord leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property, including any improvements located thereon (hereinafter called the “Premises”), to wit:

Vacant waterfront lot and parking areas adjacent to Craven County Administration building and the former Sudan Temple, all as depicted on the exhibit attached hereto and incorporated herein by reference.

SECTION TWO: TERM

The term of this Lease shall commence at 5:00 p.m. on October 9, 2023 (“Lease Commencement Date”), and shall end at midnight on October 17, 2023, unless sooner terminated as herein provided. The parking lot areas surrounding and adjacent to the Craven County Administration Building shall be kept open, unoccupied, and available for County employees and visitors during normal business hours, Monday through Friday, 8:00 am until 5:00 pm.

SECTION THREE: RENTAL

Tenant and Landlord agree that this lease shall be “rent free.”

SECTION FOUR: UTILITY BILLS/SERVICE CONTRACTS

Landlord and Tenant agree that any and all utilities required by Tenant shall be supplied by Tenant. Landlord shall not be liable in damages or otherwise for any discontinuance, failure or interruption of utility service required by Tenant.

SECTION FIVE: PERMITTED USES

The permitted use of the Premises shall be: parking and Mumfest uses (“Permitted Use”). The Premises shall be used and wholly occupied by Tenant solely for the purposes of conducting the Permitted Use, and the Premises shall not be used for any other purposes unless Tenant obtains Landlord’s prior written approval of any change in use. Landlord makes no representation or warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable ordinances) of the Permitted Use for the Premises. At Tenant’s sole expense, Tenant

shall procure, maintain and make available for Landlord's inspection from time to time any governmental license(s) or permit(s) required for the proper and lawful conduct of Tenant's business in the Premises. Tenant shall not cause or permit any waste to occur in the Premises. Tenant shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, objectionable odors or nuisances.

SECTION SIX: INSURANCE; WAIVER; INDEMNITY

(a) During the term of this Lease, Tenant shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than _____ combined single limit, per occurrence, specifically including liquor liability insurance covering consumption of alcoholic beverages by customers of Tenant should Tenant choose to sell alcoholic beverages. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. All policies of insurance provided for herein shall name as "additional insured" Landlord and such other individuals or entities as Landlord may from time to time designate upon written notice to Tenant. Upon request by Landlord, Tenant shall provide to Landlord certificates of insurance to evidence any insurance procured by Tenant. Tenant shall provide evidence of all insurance required under this Lease to Landlord prior to the Lease Commencement Date.

(b) Tenant (for itself and its insurer) waives any rights, including rights of subrogation, Tenant may have against Landlord for compensation of any loss or damage occasioned arising from any risk generally covered by the "all risks" insurance required to be carried by Tenant. The foregoing waiver of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waiver shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.

(c) Tenant indemnifies Landlord for damages proximately caused by the negligence or wrongful conduct of Tenant and Tenant's employees, agents, invitees or contractors. The indemnity provisions in this paragraph cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of Tenant (as the case may be). The indemnity obligations in this paragraph shall survive the expiration or earlier termination of this Lease.

SECTION SEVEN: REPAIRS BY TENANT

Tenant accepts the Premises in their present condition and as suited for the Permitted Use and Tenant's intended purposes. Tenant, at its expense, shall maintain in good order and repair the Premises. Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease, in as good condition and repair as on the Lease Commencement Date, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this paragraph.

SECTION EIGHT: ALTERATIONS

Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by contractors approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of the Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery, equipment or trade fixtures which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery, equipment or trade fixtures.

SECTION NINE: DESTRUCTION OF OR DAMAGE TO PREMISES

(a) If the Premises are damaged by storm, fire, lightning, earthquake or other casualty such that the Intended Use is impossible, inconvenient or impractical, either Landlord or Tenant may terminate this Lease.

(b) In the event of the termination of this Lease under any of the provisions of this paragraph, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

SECTION TEN: GOVERNMENTAL ORDERS

Tenant, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises; (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. § 121-1. et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time.

SECTION ELEVEN: ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder. Landlord

and Tenant acknowledge that the Permitted Use may include paid occupancy of the Premises by Mumfest vendors and attendees, as is typical for this festival and others.

SECTION TWELVE: EVENTS OF DEFAULT

The happening of any one or more of the following events (hereinafter any one of which may be referred to as an “Event of Default”) during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay when due the rental as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within thirty (30) days after written notice of such breach; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant’s property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant’s effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

SECTION THIRTEEN: REMEDIES UPON DEFAULT

Upon the occurrence of Event of Death, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) Landlord, as Tenant’s agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant’s rent hereunder and the price obtained by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant’s default and expressly shall have no duty to mitigate Tenant’s damages. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord’s right to collect rent for the period prior to termination thereof.

SECTION FOURTEEN: LANDLORD’S ENTRY OF PREMISES

Landlord may enter the Premises at any time without prior notice for any reason deemed advisable by Landlord.

SECTION FIFTEEN: QUIET ENJOYMENT

So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

SECTION SIXTEEN: HOLDING OVER

If Tenant remains in possession of the Premises after expiration of the term hereof, Tenant shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law.

SECTION SEVENTEEN: ENVIRONMENTAL LAWS

(a) Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act or 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove all Hazardous Materials from the Premises, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seeping, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials caused by Tenant or Tenant's employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the premises if such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees or successors in interest.

(d) For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

(e) The warranties and indemnities contained in this paragraph shall survive the termination of this Lease.

SECTION EIGHTEEN: GENERAL TERMS

(a) "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

(b) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

(c) **Time is of the essence in this Lease.**

(d) This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto.

(e) Each signatory to this Lease represents and warrants that he or she has fully authority to sign this Lease and such instrument as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party.

(f) Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (memorandum of lease) in recordable form, setting forth such provisions hereof (other than the amount of annual rental and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Lease to be duly executed.

LANDLORD:

CRAVEN COUNTY

By: _____ (SEAL)

Title: _____

Date of signature: _____

TENANT:

SWISS BEAR, INC.

By: _____ (SEAL)

Title: _____

Date of signature: _____

DRAFT



Craven County
DA Office

Craven County
Administration Building

Former Sudan
Temple
Building

MIDDLE ST

CHANGE ST

LINDEN ST

NEW ST

E FRONT ST

BROAD ST

CRAVEN ST

POLLOCK ST

RIVER WALK

October 2, 2023

9. APPOINTMENTS

A. Pending:

Coastal Carolina Regional Airport
Craven Regional Library
Havelock Board of Adjustment (ETJ) (document follows)
Havelock Library
Highway 70 Corridor Committee
Volunteer Agricultural District (District 6)

B. Current:

Community Child Protection Team

- Applicant Casey Hoffman seeks to fill seat vacated by Kimberly Merwin

Craven County Clean Sweep

- Applicant Dr. Gregory Monroe seeks appointment to fill seat vacated by Michael Swain (school position)

EMS Advisory

- Applicant Jackson Parker seeks appointment to fill seat vacated by Robert Boyd

Fire Tax Commissioner Board

- Charles Dudley (TWP 5 Harlowe) seeks reappointment

Juvenile Crime Prevention Council

- Applicant Jasmine Canady seeks appointment to fill Seat 15 vacated by Jamara Harris (general seat)

C. UPCOMING: Terms Expiring November

Juvenile Crime Prevention Council

- Catherine Hansen (DA's Office)
- Billie Mathes (law enforcement)

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

PANAME	TMADDR	CITYNM	TAX: ZIP
2-2J LLC	PO BOX 249	HAVELOCK	NC 28532
ADAM, HAROLD E JR & DOREEN A	4 RUNNING BRANCH DR	HAVELOCK	NC 28532
ADKINS, WALTER CHARLES JR &	204 CRYSTAL LAKE DR	HAVELOCK	NC 28532
ALDRIDGE, LARRY W II & JESSICA L	414 KETNER BLVD	HAVELOCK	NC 28532
ALDRIDGE, RICHARD E & TAMMY LOU	925 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC 28532
ALLARD, WILLIAM R JR & ALLARD, JO A	103 RIVERSIDE DR	HAVELOCK	NC 28532
ALLEN, JESSICA LAVINIA HUDSON & LEE	100 GREEN COVE DR	HAVELOCK	NC 28532
ALLS, LARRY L & THERESA D	102 CREST DR	HAVELOCK	NC 28532
ALVAREZ, STEPHANIE AMANDA	410 KETNER BLVD	HAVELOCK	NC 28532
ANDERSON, LESTER GORDON	917 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC 28532
ANDERSON, RUSSELL DALE & AUTUMN RYA	26 RUNNING BRANCH DR	HAVELOCK	NC 28532
BAILEY, JUSTIN S & ANISHA SIMMONS	4 RAINTREE WAY	HAVELOCK	NC 28532
BAKER, ELISHA R	404 KETNER BLVD	HAVELOCK	NC 28532
BAKKER, JEFFREY ALAN	304 KETNER BLVD	HAVELOCK	NC 28532
BALDREE, GARY H JR & REBEKAH	102 PARKWAY LN	HAVELOCK	NC 28532
BALDREE, GARY H JR & REBEKAH	102 PARKWAY LN	HAVELOCK	NC 28532
BALDREE, GARY H JR & REBEKAH	102 PARKWAY LN	HAVELOCK	NC 28532
BALLARTA, REDIMTO G & LINILYN G	929 SUNSET DR	HAVELOCK	NC 28532
BAMFORD, PHILLIP R & KELLIE A	104 SUNNY DR	HAVELOCK	NC 28532
BARLOW, MELVIN J JR & TIFFANY A	202 RIVERSIDE DR	HAVELOCK	NC 28532
BARNES, JENNIFER & JOHN DANIEL	10 CHEROKEE DR	HAVELOCK	NC 28532
BARNES, JOHN DANIEL & JENNIFER JO	13 CHATTAWKA DR	HAVELOCK	NC 28532
BARNETT, JULIE ANNE	218 RIVERSIDE DR	HAVELOCK	NC 28532
BAYLISS, PAMELA K	24 CHEROKEE CIR	HAVELOCK	NC 28532
BEASLEY, WANDA S	228 RIVERSIDE DR	HAVELOCK	NC 28532
BEASLEY, WANDA S	228 RIVERSIDE DR	HAVELOCK	NC 28532
BEASLEY, WANDA S	228 RIVERSIDE DR	HAVELOCK	NC 28532
BEASLEY, WANDA S	228 RIVERSIDE DR	HAVELOCK	NC 28532
BECKER, JOHN J	110 SUNSET AVE	HAVELOCK	NC 28532
BELL, GENE A & SUZANNE W	PO BOX 893	HAVELOCK	NC 28532
BENEDICT, JOHN W & LILLIAN R	106 SANDY LN	HAVELOCK	NC 28532
BENTON, WILLIAM C & FELISA L	304 CHERRY BRANCH DR	HAVELOCK	NC 28532
BERGENER, LYNN O	9 CHATTAWKA DR	HAVELOCK	NC 28532
BERT, TIMOTHY M	108 SANDY LN	HAVELOCK	NC 28532
BIBB, TEKISHA &	103 SUNNY DR	HAVELOCK	NC 28532
BIBBY, DONALD FOSTER II & REBECCA	909A GREENFIELD HEIGHTS BLVD	HAVELOCK	NC 28532
BILLE, GEORGE A	108 MELODY LN	HAVELOCK	NC 28532
BIRCHFIELD, LORI A	2 CHEROKEE DR	HAVELOCK	NC 28532
BIRCHFIELD, ROCKY	100 RIVERSIDE DR	HAVELOCK	NC 28532
BLICKENS DERFER, THOMAS L & PATTY A	7 CHEROKEE DR	HAVELOCK	NC 28532
BLIZZARD, DEBORAH M	103 GREEN COVE DR	HAVELOCK	NC 28532
BLOXOM, EDWARD LEON & ANN	38 CHEROKEE DR	HAVELOCK	NC 28532
BOBBA, ANTHONY C & JEAN T	308 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC 28532
BONE, THOMAS G & CHRISTINE A	2 INDIAN WAY	HAVELOCK	NC 28532
BORDEAU, MARK A & MICHELLE L	601 KETNER BLVD	HAVELOCK	NC 28532
BOTHUN, JAMES D & BRENDA L	207 CREST DR	HAVELOCK	NC 28532

BOYER, SUE C	222 RIVERSIDE DR	HAVELOCK	NC	28532
BRAGG, CARROLL A & EUSTACIA A	23 CHEROKEE DR	HAVELOCK	NC	28532
BRAZELTON, ETHEL PADGETT	1000 SUNSET DR	HAVELOCK	NC	28532
BRIGHTON, TERRI L	51 CHEROKEE DR	HAVELOCK	NC	28532
BRISCOE, RAYMOND A & ANGELIA D	930 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
BRODBECK, BARBARA ANN & BRODBECK, H	111 ANN ST	HAVELOCK	NC	28532
BROTZMAN, NATHAN LYNN & MORGAN OLIV	4 WILDWOOD TRL	HAVELOCK	NC	28532
BROWN, ARTHUR & LILLIAN	91 CRYSTAL LAKE DR	HAVELOCK	NC	28532
BROWN, REGINALD C & ASHLEY P	224 RIVERSIDE DR	HAVELOCK	NC	28532
BRUNNER, ROBERT & KRISTIE	19 RUNNING BRANCH DR	HAVELOCK	NC	28532
BRYANT, PAUL J & DORIS C	109 ANN ST	HAVELOCK	NC	28532
BUCKNER, ANDREW D	120 MELODY LN	HAVELOCK	NC	28532
BUCKNER, DANIEL T & KRISTINA L	104 CREST DR	HAVELOCK	NC	28532
BUHL, JASON & KRISTEN	11 HIAWATHA LN	HAVELOCK	NC	28532
BUTTS, ROBERT WILLIAM & BARBARA	924 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
CAHOON, DORATHY S	200 CRYSTAL LAKE DR	HAVELOCK	NC	28532
CALDWELL, PATRICK L II	5 CHEROKEE DR	HAVELOCK	NC	28532
CALEBRO, JOSEPH LEE	204 CREST DR	HAVELOCK	NC	28532
CALLOWAY, CHRISTOPHER H & SABRINA L	110 DEERWOOD TRL	HAVELOCK	NC	28532
CAMDEN, JOHN R & LEILANI D	100 CEDAR CREEK LN	HAVELOCK	NC	28532
CARLSON, GABRIELLE J	201 OAK RIDGE DR	HAVELOCK	NC	28532
CARTIER, ANTHONY & AMANDA	3 RUNNING BRANCH DR	HAVELOCK	NC	28532
CCJB LLC	PO BOX 436	HAVELOCK	NC	28532
CHEN, YUE X & XIU XIAN	14 CHATTAWKA DR	HAVELOCK	NC	28532
CHEN, YUE XIONG & XIU XIAN	601 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
CHEN, ZHEN K & JIN Y	16 CHATTAWKA DR	HAVELOCK	NC	28532
CIESZKO, EDWARD N & VICKY T	33 CHEROKEE DR	HAVELOCK	NC	28532
CIESZKO, EDWARD NELSON & VICKI T	33 CHEROKEE DR	HAVELOCK	NC	28532
CLARK, SHIZUE HIROTA	1008 LAKE RD	HAVELOCK	NC	28532
CLARK, TERESA ANN POYTHRESS	302 KETNER BLVD	HAVELOCK	NC	28532
CLAYBORNE, JUSTIN ANDREW & CRYSTAL	28 RUNNING BRANCH DR	HAVELOCK	NC	28532
CLEARY, SAVANNAH N & MENDEZ, JIMMY	922 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
CLENDENING, ROBERT G	912 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
COLLINS, KENNETH	302 CRYSTAL LAKE DR	HAVELOCK	NC	28532
COLWELL, REUBEN & ROSALIE M	116 MELODY LN	HAVELOCK	NC	28532
COMBS, CANDICE B	14 RUNNING BRANCH DR	HAVELOCK	NC	28532
CORNWALL, WARREN J & LINDA D	119 KETNER BLVD	HAVELOCK	NC	28532
CORNWALL, WARREN J & LINDA D	119 KETNER BLVD	HAVELOCK	NC	28532
CORWIN, JESSIE	PO BOX 1235	HAVELOCK	NC	28532
CORWIN, JESSIE MARIE	PO BOX 1235	HAVELOCK	NC	28532
COX, KEVIN R & AMBER L	5 RUNNING BRANCH DR	HAVELOCK	NC	28532
CRAIG, WILLIAM F & KELLIE L	205 RIVERSIDE DR	HAVELOCK	NC	28532
CRAWFORD, WILLIAM AUGUST SR	100 SANDY LN	HAVELOCK	NC	28532
CREEL, DIANA DOLACKY	1 CHATTAWKA DR	HAVELOCK	NC	28532
DANIELS, ROGER & DEBORAH	936 SUNSET DR	HAVELOCK	NC	28532
DARGAN, JAMES J	6 RUNNING BRANCH DR	HAVELOCK	NC	28532
DAVIS, CHARLES E JR & VICKIE LYNN	114 DEERWOOD TRL	HAVELOCK	NC	28532

DAVIS, PAUL B	920 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
DEPRIMIO FAMILY REVOCABLE TRUST	625 SHADYVIEW BEACH RD	HAVELOCK	NC	28532
DESHANE, RODNEY E & DELORES D	1005 THOMAS DR	HAVELOCK	NC	28532
DESJARDINS, LARRY K & ANGELINA J	105 DEERWOOD TRL	HAVELOCK	NC	28532
DIEDERICH, BARBARA	14 CHEROKEE DR	HAVELOCK	NC	28532
DILL, JEREME & TANIA	41 CHEROKEE DR	HAVELOCK	NC	28532
DIXON, AMBER E	110 PARADISE CIR	HAVELOCK	NC	28532
DIXON, DARIN E JR	212 RIVERSIDE DR	HAVELOCK	NC	28532
DIXON, RUSSELL & LYNN SUZANNE	916 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
DIXON, TERESA L & GEORGE B JR	121 PARADISE CIR	HAVELOCK	NC	28532
DONOHUE, LISA M	310 KETNER BLVD	HAVELOCK	NC	28532
DUFRANE, ROBERT D & REGINA A	2 CHATTAWKA DR	HAVELOCK	NC	28532
DUNCAN, MICHEAL & B YVONNE	103 PARADISE CIR A	HAVELOCK	NC	28532
DUTTON, JERRY	PO BOX 1136	HAVELOCK	NC	28532
EDWARDS, KEITH A	921 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
ELDREDGE, ALISON R	108 DEERWOOD TRL	HAVELOCK	NC	28532
ELDREDGE, FREDERICK JR	109 SANDY LN	HAVELOCK	NC	28532
ENGLERT, MICHAEL W	114 MELODY LN	HAVELOCK	NC	28532
ENKEY, JOE ETHAN & CHARLENE T	205 OAK RIDGE DR	HAVELOCK	NC	28532
ERDMAN, CHRISTOPHER P & RACHEL L	104 SANDY LN	HAVELOCK	NC	28532
ERHART, DAVID JEROME & TERESA AGNES	101 ANN ST	HAVELOCK	NC	28532
EVANS HARGROVE, NATALIE M &	107 MELODY LN	HAVELOCK	NC	28532
EVANS, BARBARA ANN WAY	28 CHEROKEE DR	HAVELOCK	NC	28532
EXSUPRA LLC	200 DAVIDSON RD	HAVELOCK	NC	28532
FARREN, BENJAMIN FRANCIS & HOLLIE R	104 RIVERSIDE DR	HAVELOCK	NC	28532
FERGUSON, DIANE J & HARRY S	5 CHATTAWKA DR	HAVELOCK	NC	28532
FINTCHRE, JANETTE L	7 RUNNING BRANCH DR	HAVELOCK	NC	28532
FISCHER, CATHERINE R	43 CHEROKEE DR	HAVELOCK	NC	28532
FORD, ESTHER &	206 OAK RIDGE DR	HAVELOCK	NC	28532
FORD, KENNETH PAUL & ESTHER S	PO BOX 657	HAVELOCK	NC	28532
FOSTER, JEFFREY L & PAMELA J	21 CHEROKEE DR	HAVELOCK	NC	28532
FOX, VERONICA B	PO BOX 816	HAVELOCK	NC	28532
FRANKS, JAMES DOUGLAS	300 CREST DR	HAVELOCK	NC	28532
FRASER, KEVIN R & CELINA M	22 CHEROKEE CIR	HAVELOCK	NC	28532
FRIEDMAN, CECILIA H- TRUSTEE OF THE	112 MELODY LN	HAVELOCK	NC	28532
FULFORD, EARL PRESTON JR &	102 PARADISE CIR	HAVELOCK	NC	28532
FULLER, RALPH E	119 PARADISE CIR	HAVELOCK	NC	28532
GARCIA RUIZ, GABRIEL	101 RIVERSIDE DR	HAVELOCK	NC	28532
GASKILL, GENARA SANGRE	116 PINE GROVE RD	HAVELOCK	NC	28532
GATLIN, DONNA L & MACILROY, JOHN H	913 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
GEIER, VILAS & MARGARET E	211 DOWLING DR	HAVELOCK	NC	28532
GILLETTE, CLIFFORD D JR	48 CHEROKEE DR	HAVELOCK	NC	28532
GILLIS, KENNETH L & KATHERINE B	6 CHATTAWKA DR	HAVELOCK	NC	28532
GIRARD, ERIKA LYNN & JOHN F	103 CEDAR CREEK LN	HAVELOCK	NC	28532
GLATCH, KELLY A	100 DEERWOOD TRL	HAVELOCK	NC	28532
GRANT, LESLIE A	202 CREST DR	HAVELOCK	NC	28532
GRAY, PAMELA PALMER	303 GRAY RD	HAVELOCK	NC	28532

GRAY, WILLIAM ALFRED	107 CEDAR CREEK LN	HAVELOCK	NC	28532
GRIFFIN, GARY WAYNE	902 LAKE RD	HAVELOCK	NC	28532
GRIFFIN, WILLIAM LESLIE	902 SUNSET DR	HAVELOCK	NC	28532
GRUBBS, DANIEL WARREN	310-B LAKE RD	HAVELOCK	NC	28532
GUTIERREZ, ROSALIO MENDOZA & GWYTHYR, RALPH H	915 SUNSET DR LOT D 112 SUNSET AVE	HAVELOCK	NC	28532
HAAS, KAREN	109 LAKESIDE DR	HAVELOCK	NC	28532
HAAS, KARL WALTER & AIKO	101 CRYSTAL LAKE DR	HAVELOCK	NC	28532
HAMRIC, MICHAEL H & BRENNAN K HUDSON	101 GREEN COVE DR	HAVELOCK	NC	28532
HAMRICK, TIMOTHY B & LEDESMA A	101 SANDY LN	HAVELOCK	NC	28532
HARDY, KIM L	107 GRAY RD	HAVELOCK	NC	28532
HERNANDEZ, CRUZBERTO M & MARIA R	403 KETNER BLVD	HAVELOCK	NC	28532
HERNANDEZ, MARTIN	306 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
HESSEN, SHAUN J	1050 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
HILFIGER, JERNNIE L	200 SHIPMAN RD APT H60	HAVELOCK	NC	28532
HOLT, GWEN S	105 SUNNY DR	HAVELOCK	NC	28532
HONAKER, GEORGE R & EVA KATHRIN	5 WILDWOOD TRL	HAVELOCK	NC	28532
HOPKINS, STEPHEN W	109 RIVERSIDE DR	HAVELOCK	NC	28532
HUBBARD, DAVID DOIL SR	124 MELODY LN	HAVELOCK	NC	28532
HUFFMAN, SHELBY JEAN	106 MELODY LN	HAVELOCK	NC	28532
HUGHES, HENRY	100 CRYSTAL LAKE DR	HAVELOCK	NC	28532
HUSICK, JOSEPH M & LOUISE IRENE	3 CHATTAWKA DR	HAVELOCK	NC	28532
HYLAND, BRUCE ALAN & SANDRA BUCK	200 RIVERSIDE DR	HAVELOCK	NC	28532
INGRAM, CHARLES D & MARINELA HOREZ	37 CHEROKEE DR	HAVELOCK	NC	28532
IPOCK, TIMOTHY M	402 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
IVEY, JAMES W & VIRGINIA C	110 SANDY LN	HAVELOCK	NC	28532
JACKSON IRREVOCABLE TRUST-JOHN	PO BOX 249	HAVELOCK	NC	28532
JACKSON, FRANK R	401 KETNER BLVD	HAVELOCK	NC	28532
JACKSON, JOHN A & JACKSON, BARBARA	PO BOX 249	HAVELOCK	NC	28532
JAMES, BETTY NORVILLE	216 RIVERSIDE DR	HAVELOCK	NC	28532
JARMAN, RANDY E & BRENDA G	609 GRAY DR	HAVELOCK	NC	28532
JARMEN, RANDY & BRENDA	609 GRAY DR	HAVELOCK	NC	28532
JENKINS, SHEILA DAWN & THOMPSON,	900C SUNSET DR	HAVELOCK	NC	28532
JIMENEZ, BRIAN & HOLLY	603 KETNER BLVD	HAVELOCK	NC	28532
JOHNSON, SHIARIEL D	107 SANDY LN	HAVELOCK	NC	28532
JOHNSTON, JOHNNIE & AGATHA ROBINSON	940 SUNSET DR	HAVELOCK	NC	28532
JONES, DALE E & JERI	13 RUNNING BRANCH DR	HAVELOCK	NC	28532
JUST-N-CASE RENTALS LLC	408 W MAIN ST	HAVELOCK	NC	28532
KEECH, LEWIS R & RHONDA P	9 HIAWATHA LN	HAVELOCK	NC	28532
KIDNEY, JENNIFER D	218 KETNER BLVD	HAVELOCK	NC	28532
KING, JULIE LYNN	904 SUNSET DR	HAVELOCK	NC	28532
KIRALY, KENNETH JOHN	1003B THOMAS DR	HAVELOCK	NC	28532
KLING, HARRY A	106 RIVERSIDE DR	HAVELOCK	NC	28532
KORNAHRENS, WILLIAM J & SUSAN G	202 GRAY RD	HAVELOCK	NC	28532
LAFFERTY, LAWRENCE D & ANITA H	1 CHEROKEE DR	HAVELOCK	NC	28532
LAZARUK, CASEY J	206 RIVERSIDE DR	HAVELOCK	NC	28532
LIVINGSTONE, WAYNE A	112 DEERWOOD TRL	HAVELOCK	NC	28532

LIVRERI, JOHN L	113 PARADISE CIR	HAVELOCK	NC	28532
LOZANO, JESS JR & LINDA T	102 RIVERSIDE DR	HAVELOCK	NC	28532
LUZADDER, DAVID M & KATHLEEN E	948 SUNSET DR	HAVELOCK	NC	28532
LUZADDER, JAN	3 INDIAN WAY	HAVELOCK	NC	28532
LUZADDER, MARY ANNE	948 SUNSET DR	HAVELOCK	NC	28532
LUZADDER, WILLIAM L	3 INDIAN WAY	HAVELOCK	NC	28532
LUZADDER, WILLIAM L	3 INDIAN WAY	HAVELOCK	NC	28532
LUZADDER, WILLIAM L	3 INDIAN WAY	HAVELOCK	NC	28532
LUZADDER, WILLIAM L	3 INDIAN WAY	HAVELOCK	NC	28532
LUZADDER, WILLIAM L	509 US HIGHWAY 70 W	HAVELOCK	NC	28532
LUZADDER, WILLIAM L	3 INDIAN WAY	HAVELOCK	NC	28532
LUZADDER, WILLIAM L & JAN	3 INDIAN WAY	HAVELOCK	NC	28532
LYONS, STEPHEN W & VALERIE J	7 WILDWOOD TRL	HAVELOCK	NC	28532
MACAFEE, JANICE N	301 GRAY RD LOT C	HAVELOCK	NC	28532
MAISONET, SHEILA & RAYMOND	110 MELODY LN	HAVELOCK	NC	28532
MAJCHRZAK, CHARLES G JR	11 CHEROKEE DR	HAVELOCK	NC	28532
MALDONADO, JORDON & MIRANDA SMITH	918 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
MALLADY, MARTIN H & LOU ANN	1 WILDWOOD TRL	HAVELOCK	NC	28532
MAREK, JONATHAN M	103 DEERWOOD TRL	HAVELOCK	NC	28532
MARKLEY, JAMES RUSSELL HRS	105 SANDY LN	HAVELOCK	NC	28532
MARSHALL, NICHOLAS ALEXANDER &	119 RIVERSIDE DR	HAVELOCK	NC	28532
MARTIN, ALICE B	605 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
MARTIN, CHARLES D & ERIN L	113 RIVERSIDE DR	HAVELOCK	NC	28532
MARTIN, DAKOTA J	408 KETNER BLVD	HAVELOCK	NC	28532
MARTIN, SCOTT J & SHANNAN	201 MELODY LN	HAVELOCK	NC	28532
MARTIN, TRAVIS W & DAWN R	104 SUNSET AVE	HAVELOCK	NC	28532
MARTINEZ, ALBERTO & STACY CAROLYN	404 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
MATTERS, DOUGLAS EUGENE &	126 MELODY LN	HAVELOCK	NC	28532
MAXIK, BARBARA J	301 KETNER BLVD	HAVELOCK	NC	28532
MCCAIN, WAYNE	300 KETNER BLVD	HAVELOCK	NC	28532
MCCARTHY, THOMAS W & LINDA E	93 CRYSTAL LAKE DR	HAVELOCK	NC	28532
MCCLELLAND, BRUCE LEE	211 GROVE LN	HAVELOCK	NC	28532
MCCLINTON, DONNELL J	205 CREST DR	HAVELOCK	NC	28532
MCCORMICK, EDGAR LOUIS & SANDRA	503 KETNER BLVD	HAVELOCK	NC	28532
MCDONALD, WILLIAM D & PERI	113 LAKESIDE DR	HAVELOCK	NC	28532
MCDONOUGH, PATRICK M &	42 CHEROKEE DR	HAVELOCK	NC	28532
MCLEAN, DOUGLAS WILLIAM & BETTY L	103 PARADISE CIR	HAVELOCK	NC	28532
MCPMAHON, STEVEN	15 RUNNING BRANCH DR	HAVELOCK	NC	28532
MEADOWS, PAUL G JR & CAROL P	102 ANN ST	HAVELOCK	NC	28532
MEADOWS, PAUL G JR & CAROL P	102 ANN ST	HAVELOCK	NC	28532
MELVIN, NANCY S	47 CHEROKEE DR	HAVELOCK	NC	28532
MESSMER, MAX ERHARD JR &	201 PULLEY RD	HAVELOCK	NC	28532
MIDDLETON, GWENDOLYN GRACE	900 SUNSET DR	HAVELOCK	NC	28532
MIKUL, REUBEN P & KATHY M	906 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
MOELLMER, SCOTT EDWARD & PATRICIA	103 SANDY LN	HAVELOCK	NC	28532
MONTGOMERY, HOWARD J & VERONICA L	910 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
MULLINEX, JOHN E & CORWIN, JESSIE	214 RIVERSIDE DR	HAVELOCK	NC	28532

MURRELL, BRUTA LETRELLE &	118 MELODY LN	HAVELOCK	NC	28532
MYERS, DARLENE JOAN	3 CHEROKEE DR	HAVELOCK	NC	28532
NAGUNST, MICHAEL C & CYNTHIA R	107 RIVERSIDE DR	HAVELOCK	NC	28532
NEWTON, JUDITH E	23 CHEROKEE CIR	HAVELOCK	NC	28532
NEWTON, TIMOTHY S & PENNY A	16 RUNNING BRANCH DR	HAVELOCK	NC	28532
NIBERT, CHRISTOPHER	17 CHATTAWKA DR	HAVELOCK	NC	28532
NORRIS, GEORGE T JR & LAURA &	1030 BELANGIA RD	HAVELOCK	NC	28532
ODLE, GARY & KAREN M CONROY	1 HIAWATHA LN	HAVELOCK	NC	28532
OKONEK, KATHLEEN MARY	PO BOX 1530	HAVELOCK	NC	28532
OLKOWSKI, BETSY L & DENTON, YVONNE	10 CHATTAWKA DR	HAVELOCK	NC	28532
OLSON, ANNA MERRILL	101 CEDAR CREEK LN	HAVELOCK	NC	28532
ORTIZ, RAYMOND ARTHUR SR & MARIE A	6 CHEROKEE DR	HAVELOCK	NC	28532
OVIEDO, CHRISTOPHER ALEXANDER &	310 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
PALMER, JACKALEE S	912A GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
PALMER, JEFFREY S	911 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
PARATO, JAMES S	114 KETNER BLVD	HAVELOCK	NC	28532
PARMELEE, LONDON &	210 RIVERSIDE DR	HAVELOCK	NC	28532
PAUL, LARRY S JR & NANCY C	PO BOX 1062	HAVELOCK	NC	28532
PAUL, MATTHEW A & TIVIA M	110 SUNSET AVE	HAVELOCK	NC	28532
PENDERGAST, ROBERT K & PHYLLIS	909 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
PERETIK, TIMOTHY W & SHARON K	201 RIVERSIDE DR	HAVELOCK	NC	28532
PETERS, MICHAEL T & FRANCES A	209 KETNER BLVD	HAVELOCK	NC	28532
PETERS, STEPHANIE L	207 KETNER BLVD	HAVELOCK	NC	28532
PIERZCHALA, FREDERICK A	100 PARADISE CIR	HAVELOCK	NC	28532
POPE, WALTER CURTIS III & TANYA	104 LAKESIDE DR	HAVELOCK	NC	28532
PRAPUOLENIS, KAZIMIERAS LEONAS &	203 RIVERSIDE DR	HAVELOCK	NC	28532
PREBEHALLA, STEPHEN S & WATERS,	6 WILDWOOD TRL	HAVELOCK	NC	28532
RATLIFF, HERMOGENA H	111 PARADISE CIR	HAVELOCK	NC	28532
READ, DOROTHY CARROLL	103 CRYSTAL LAKE DR	HAVELOCK	NC	28532
REPASS, JUDY C	915 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
RESCH, STEPHEN B & MARY LOU FORSTER	220 RIVERSIDE DR	HAVELOCK	NC	28532
RICE, RICHARD G	26 CHEROKEE DR	HAVELOCK	NC	28532
RICE, WILLIAM T & JACQUELINE A	100 CREST DR	HAVELOCK	NC	28532
RICHARDS, ULICE W & DORIS L	700 BELLTOWN RD	HAVELOCK	NC	28532
RICHARDS, ULICE WALDO	600 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
RIOS, JERRY C & LYDIA V	107 PARADISE CIR	HAVELOCK	NC	28532
RIVERA, JESSE & KRISTI SHOLL	35 CHEROKEE DR	HAVELOCK	NC	28532
ROBINSON, CHASE ALEXANDER	107 SUNSET AVE	HAVELOCK	NC	28532
RODRIGUEZ, MARCIAL F & HARDISON,	111 SANDY LN	HAVELOCK	NC	28532
ROSARIO, JOSE LUIS	105 CEDAR CREEK LN	HAVELOCK	NC	28532
RUANE, MARTIN J JR & LOUISE A	3 HIAWATHA LN	HAVELOCK	NC	28532
RUNNE, SHAWN G & SHANNON L	1 RAINTREE WAY	HAVELOCK	NC	28532
RUSSELL, BRIAN DAMON & ANGELA	308 KETNER BLVD	HAVELOCK	NC	28532
RUSSELL, MATTHEW T	107 DEERWOOD TRL	HAVELOCK	NC	28532
RUSSELL, WILLIAM M JR & WILLERINE T	204 RIVERSIDE DR	HAVELOCK	NC	28532
SAGASER, MICHAEL BERNARD & LANA	32 CHEROKEE DR	HAVELOCK	NC	28532
SALTER, MARTHA HYATT	102 PULLEY RD	HAVELOCK	NC	28532

SALTER, MARTHA HYATT	102 PULLEY RD	HAVELOCK	NC	28532
SANBORN, KATIE MICHELLE	605 GRAY DR	HAVELOCK	NC	28532
SANDERSON, DELBERT CARL JR	502 JOYNER DR	HAVELOCK	NC	28532
SANDERSON, DELBERT CARL JR	502 JOYNER DR	HAVELOCK	NC	28532
SANDLIN, BETTINA B & LOUIS M	903 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
SANDLIN, JERRY B SR & SANDLIN,	903 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
SCHMIDT, GEORGE T & DEANNA J	111 DEERWOOD TRL	HAVELOCK	NC	28532
SCHULTZ, GWENDOLYN A - TRUSTEE OF	105 LAKESIDE DR	HAVELOCK	NC	28532
SCHWARZ, FRANK W JR	115 PARADISE CIR	HAVELOCK	NC	28532
SCOTT, CAMERON & RAELYNN	27 CHEROKEE DR	HAVELOCK	NC	28532
SHAPIRO, CHRISTOPHER A & FIONA M	118 DEERWOOD TRL	HAVELOCK	NC	28532
SHAW, CHRISTOPHER H & MARY R	20 CHATTAWKA DR	HAVELOCK	NC	28532
SIMMONS, JOHN W & LISA M	106 DEERWOOD TRL	HAVELOCK	NC	28532
SITEK, KRISTEN JULIA	104 MELODY LN	HAVELOCK	NC	28532
SKERRY, LEWIS MILES III &	105 PARADISE CIR	HAVELOCK	NC	28532
SMALL, MICHAEL D & JENNIFER M	25 CHEROKEE DR	HAVELOCK	NC	28532
SMITH, SHIRLEY R	907 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
SORENSEN, SARAH	604 GRAY DR	HAVELOCK	NC	28532
SPARKS, LARRY E & PATRICIA A	208 RIVERSIDE DR	HAVELOCK	NC	28532
STALLINGS, CHARLES EDWARD	1009 THOMAS DR	HAVELOCK	NC	28532
STEADMAN, JAMES P & MARY LYNN J	18 CHATTAWKA DR	HAVELOCK	NC	28532
STEKLENBURG, KEVIN M & AMANDA M	102 OAK RIDGE DR	HAVELOCK	NC	28532
STOKES, ALICE	104 CRYSTAL LAKE DR	HAVELOCK	NC	28532
STOKES, MICKEY A & PATSY H	105 ANN ST	HAVELOCK	NC	28532
STONE, BARBER TERRELL	101 MELODY LN	HAVELOCK	NC	28532
STONER, MARGARET ANN	109 PARADISE CIR	HAVELOCK	NC	28532
STRUNK, CHARLES E JR & GLENDA SMITH	906 LAKE RD APT A	HAVELOCK	NC	28532
SYKES, MARION P & GWEN C	103 MELODY LN	HAVELOCK	NC	28532
TANKSON, DONNA SUE ET AL	127 MORRIS CT	HAVELOCK	NC	28532
TERHUNE, WILLIAM G & TERHUNE,	104 E BRIDLE LN	HAVELOCK	NC	28532
THIRD, SHANE A & JESSICA S	100 LAKESIDE DR	HAVELOCK	NC	28532
THOM, MATHEW	8 RUNNING BRANCH DR	HAVELOCK	NC	28532
THOMPSON, JOHN B III & KRISTINA A	53 CHEROKEE DR	HAVELOCK	NC	28532
THOMPSON, ROY L	226 RIVERSIDE DR	HAVELOCK	NC	28532
THORNTON, EUGINA W	106 PARADISE CIR	HAVELOCK	NC	28532
THURSTON, GWEN & JOSHUA & SIMMONS,	9 WILDWOOD TRL	HAVELOCK	NC	28532
THURSTON, MATTHEW R & KAYLA N	49 CHEROKEE DR	HAVELOCK	NC	28532
THURSTON, RANDY J & SHERON D	46 CHEROKEE DR	HAVELOCK	NC	28532
TIPTON, FREDDIE M	109 DEERWOOD TRL	HAVELOCK	NC	28532
TIVNAN, DAVID ARLIN & MARY QUILBAN	103 MAGNOLIA MILL PL	HAVELOCK	NC	28532
TOBIN, JAMES P & SONYA S	904 LAKE RD	HAVELOCK	NC	28532
TOMCO, JONATHAN	908 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
TORNES, VINCENT J & SANDRA W	24 RUNNING BRANCH DR	HAVELOCK	NC	28532
TRADER, HUGH ALLEN & ROBBINS,ROBERT	602 LAKE RD	HAVELOCK	NC	28532
TURNER, SHAWN M & ASHLEY D DENNY	100 OAK RIDGE DR	HAVELOCK	NC	28532
UNGACTA, ROLAND & LYDIA	8 CHEROKEE DR	HAVELOCK	NC	28532
VASQUEZ, KURT	3 RAINTREE WAY	HAVELOCK	NC	28532

VEASEY, DALE C JR &	112 PARADISE CIR	HAVELOCK	NC	28532
VELA, CHERYL KAY GWINN	303 KETNER BLVD	HAVELOCK	NC	28532
WAGNER, JENNIFER	302 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
WAGNER, SHANE L & JENNIFER L	2 WILDWOOD TRL	HAVELOCK	NC	28532
WAIAU, EKEWAKA S & LISA A	117 PARADISE CIR	HAVELOCK	NC	28532
WASKO, FRANCIS J & GWEN L	211 KETNER BLVD	HAVELOCK	NC	28532
WATSON, ALAN & DAWN LYNN	116 DEERWOOD TRL	HAVELOCK	NC	28532
WEARS, PAUL ANTHONY & ANNETTE D	203 OAK RIDGE DR	HAVELOCK	NC	28532
WEBER, JEFFREY C & DONNA M	5 HIAWATHA LN	HAVELOCK	NC	28532
WEINMANN, JASON &	9 RUNNING BRANCH DR	HAVELOCK	NC	28532
WETHERINGTON, A D HRS	1675 TINY BRYAN RD	HAVELOCK	NC	28532
WETHERINGTON, REXFORD LEO JR	PO BOX 1199	HAVELOCK	NC	28532
WETHERINGTON, REXFORD LEO JR	PO BOX 1199	HAVELOCK	NC	28532
WETHERINGTON, TIMOTHY J & ASHLEY M	107 SUNNY DR	HAVELOCK	NC	28532
WETZEL, CAROL K TRUSTEE	306 MACDONALD BLVD	HAVELOCK	NC	28532
WHITE, DONALD WESLEY & PATRICIA ANN	8 WILDWOOD TRL	HAVELOCK	NC	28532
WHITE, MICHAEL & BETTY B	106 SUNNY DR	HAVELOCK	NC	28532
WICHTL, RICHARD V	202 CRYSTAL LAKE DR	HAVELOCK	NC	28532
WILDER, ALONZO R & STACEY, HEATHER	505 KETNER BLVD	HAVELOCK	NC	28532
WILLIAMS, TREVA A	12 CHATTAWKA DR	HAVELOCK	NC	28532
WILSON, VIVIAN E	1102 LAKE RD	HAVELOCK	NC	28532
WINDHAM, WILLIAM	102 CRYSTAL LAKE DR	HAVELOCK	NC	28532
WOLF, ELLEN E & GREGORY F	904 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
WOODRUFF, MICHAEL O & ELIZABETH N	900 SUNSET DR # C	HAVELOCK	NC	28532
WOODRUFF, MICHAEL O & ELIZABETH N	900 SUNSET DR # C	HAVELOCK	NC	28532
YEAGER, PAULA	207 RIVERSIDE DR	HAVELOCK	NC	28532
ZALDIVAR-ZAVALA, SERGIO	919 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
ZAVALA, ARMANDO M	101 DEERWOOD TRL	HAVELOCK	NC	28532
ZIMMER, KIMBERLY BETH	44 CHEROKEE DR	HAVELOCK	NC	28532

Casey Hoffman

Craven County | Generated 9/25/2023 @ 9:24 am by OnBoard2 - Powered by ClerkBase

Status

Name Casey Hoffman
Application Date 11/14/2022
Expiration Date 11/14/2024
Board Member [Casey Hoffman](#)
Status Validated

Board	Vacancies	Status
CCPT - Community Child Protection Team	2	Pending

Basic Information

Name
Casey Hoffman

Please list any other Boards or Commissions on which you currently serve?

Pamlico CCPT/ CFPT and Craven County SART

Please tell us about yourself and why you are interested in serving on a board or commission?

I am the director of the child advocacy center for Craven and Pamlico. I believe that my background in therapy, social work with DSS, and current position provide me with specific knowledge that would contribute to the Craven CCPT team.

Contact Information

Address
506 Pollock Street
New Bern, NC 28562

Email
cpcac@southmountain.org

Phone
[252-240-9779](tel:252-240-9779)

Cell Phone
[252-229-1810](tel:252-229-1810)

Occupation

Employer
SouthMountain Children and Family Services

Occupation
Craven Pamlico Child Advocacy Center

Job Title
Director, Forensic Interviewer

Registrations/Certifications
Masters in Marriage and Family Therapy, ChildFirst Forensic interview, NCAC Forensic Interview.

Other Questions

Question #1

What is your Commissioner's District?

I don't know

Question #2

Highest Education Level

Masters in Marriage and Family Therapy

Gender

What is your gender?

Female

Ethnicity

What is your ethnic origin?

White

Generated 9/25/2023, 9:24:39 AM

Dr. Gregory E. Monroe

Craven County | Generated 9/25/2023 @ 4:14 pm by OnBoard2 - Powered by ClerkBase

Status

Name Dr. Gregory E. Monroe
Application Date 9/18/2023
Expiration Date 9/18/2025
Board Member [Gregory E. Monroe](#)
Status Validated

Board	Vacancies	Status
Craven County Clean Sweep Committee	3	Pending

Basic Information

Name
Dr. Gregory E. Monroe

Contact Information

Address
3600 Trent Road
New Bern, NC 28562

Email
gregory.monroe@cravenk12.org

Phone
[252-514-6341](tel:252-514-6341)

Cell Phone
[252-531-6608](tel:252-531-6608)

Occupation

Employer
Craven County Schools

Occupation
Director

Job Title
Director of Student Services

Other Questions

Question #1

What is your Commissioner's District?
I don't know

Question #2

Highest Education Level October 2, 2023

Doctorate

Ethnicity

What is your ethnic origin?

Black or African American

Generated 9/25/2023, 4:14:12 PM

Jack Parker, III

Craven County | Generated 9/26/2023 @ 9:19 am by OnBoard2 - Powered by ClerkBase

Status

Name Jack Parker, III
Application Date 8/9/2023
Expiration Date 8/9/2025
Board Member [Jack Parker, III](#)
Status Validated

Board	Vacancies	Status
Emergency Medical Services Advisory Council	2	Pending

Basic Information

Name
Jack Parker, III
Please list any other Boards or Commissions on which you currently serve?
n/a

Please tell us about yourself and why you are interested in serving on a board or commission?
I am interested in bringing the knowledge and information learned from this committee back to the department in order to keep the department up to date on changes while continuing to grow our EMS program.

Contact Information

Address
620 Ipock Ln
New Bern, NC 28562
Email
parkerj@newbernc.gov
Phone
[2524748484](tel:2524748484)

Occupation

Employer
City of New Bern Fire Rescue
Occupation
Firefighter
Job Title
Fire Captain
Professional Licenses
EMT-B

Other Questions

Question #1 Meeting Date: October 2, 2023

What is your Commissioner's District?

2

Question #2

Highest Education Level

Associates Degree

Gender

What is your gender?

Male

Ethnicity

What is your ethnic origin?

White

Generated 9/26/2023, 9:19:33 AM

Status

Name Jasmine Canady
Application Date 8/25/2023
Expiration Date 8/25/2025
Board Member [Jasmine Canady](#)
Status Validated

Board	Vacancies	Status
Juvenile Crime Prevention Council (JCPC)	4	Pending

Basic Information

Name
Jasmine Canady

Please list any other Boards or Commissions on which you currently serve?
Realize U 251 Board of Directors
Coastal Coalition for Substance Awareness & Prevention Board of Directors

Please tell us about yourself and why you are interested in serving on a board or commission?
I was born and raised in Craven County and am a New Bern High School graduate. I am interested in joining the JCPC because I have a great passion for working with the youth to ensure they have the best chance at life. As the Craven County Opioid Epidemic Response Outreach Coordinator, I believe my expertise will be a great asset to the council as we continue to explore early intervention strategies and efforts to prevent youth substance use and promote the mental wellbeing of the youth.

Contact Information

Address
406 Craven Street
New Bern, NC 28560

Email
jcanady@cravencountync.gov

Phone
[12526366602](tel:12526366602)

Occupation

Employer
Craven County Government

Occupation
Information and Communication Specialist/Public Health Educator

Job Title
Craven County Opioid Epidemic Response Outreach Coordinator

Registrations/Certifications

Youth Mental Health First Aid
Adult Mental Health First Aid

Other Questions

Question #1

What is your Commissioner's District?

I don't know

Question #2

Highest Education Level

Bachelors Degree or higher

Gender

What is your gender?

Female

Ethnicity

What is your ethnic origin?

Black or African American

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10.A. COUNTY ATTORNEY'S REPORT – Approval of Conveyance – 305 John Street; Parcel No. 7-004-015: Arey Grady

The County previously received and approved an offer to purchase this real property, in the amount of \$1,500.00, subject to the completion of the upset bid process. The offer was advertised, and there were two upset bids, the final bid being \$1,765.00. The upset bid period has now expired, and the County Attorney recommends approval of the conveyance at the purchase price of \$1,765.00. The County originally acquired this property through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$2,901.08. The tax value of this property is \$1,500.00.

Should the Board of Commissioners authorize this transaction, the resolution, shown in the following document, 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 7-005-015 (hereinafter "the Real Property"), the Real Property having been acquired by Craven County in deed recorded in Book 3756 Page 1856 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 David Lee and Arielle Lee, husband and wife, in the sum of \$1,765.00 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 2nd DAY OF OCTOBER, 2023.

JASON R. JONES, Chairman

(County Seal)

NAN HOLTON,
Clerk to the Board

Prepared by:
Grady Quattlebaum, PLLC
244-A Craven Street
New Bern, N.C. 28560

Revenue Stamps: \$0
Parcel ID #: 7-005-015
Type of Instrument: QCD
Primary Residence of
Grantor: No

Return to: 308 Kennedy Drive, New Bern, NC 28560

Address of Grantor: 406 Craven Street, New Bern, NC 28560

Address of Grantee: 308 Kennedy Drive, New Bern, NC 28560

THIS DEED, made this ____ day of October, 2023, from **CRAVEN COUNTY** (referred to herein as "Grantor") to **DAVID LEE and ARIELLE LEE, husband and wife**, (referred to herein collectively as "Grantee"), is as follows:

WITNESSETH that Grantor in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, has remised and released, and by these presents does remise, release and quitclaim to Grantee the real property described in **EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**, which said real property does not include the primary residence of the Grantor.

TO HAVE AND TO HOLD the aforesaid described real property and all privileges and appurtenances thereunto belonging to the Grantee, forever free and discharged from all right,

title and interest of the Grantor or anyone claiming by, through or under the Grantor.

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: _____
JASON R. JONES, Chairman,
Craven County Board of Commissioners

(COUNTY SEAL)

ATTEST:

NAN HOLTON, Clerk,
Craven County Board of Commissioners

ACKNOWLEDGEMENT

The undersigned Notary Public does hereby certify that on the ____ day of October, 2023, JASON R. JONES, 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 NAN HOLTON 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 October, 2023.

My Commission Expires:

NOTARY PUBLIC

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT



EXHIBIT A

Those certain lots or parcels of land in No. 7 Township, Craven County, North Carolina, and in that certain subdivision known as WEST BROWNSVILLE, a map of which is recorded in Map Book 1, at Page 101, being Lot Numbered EIGHT-SIX (86), as shown upon said map of said subdivision.

Being the same lots conveyed by H. G. Waldrop and wife, Eula Cole Waldrop, to Quincy Spears, and wife, Sarah Spears, by deed dated April 5, 1983 and recorded in Book 645, Page 582 Craven County Registry.

**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: 305 John Street, New Bern, NC (Parcel No. 7-005-015) See **EXHIBIT "A" attached hereto and incorporated herein by reference**

(Insert street address or brief description and/or attach a description as Exhibit A. Include here any real estate that is a portion of a larger, 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: _____
JASON R. JONES, Chairman,
Craven County Board of Commissioners

(COUNTY SEAL)

ATTEST:

NAN HOLTON, Clerk,
Craven County Board of Commissioners

ACKNOWLEDGEMENT

The undersigned Notary Public does hereby certify that on the ____ day of October, 2023, JASON R. JONES, 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 NAN HOLTON 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 October, 2023.

My Commission Expires:

NOTARY PUBLIC

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT

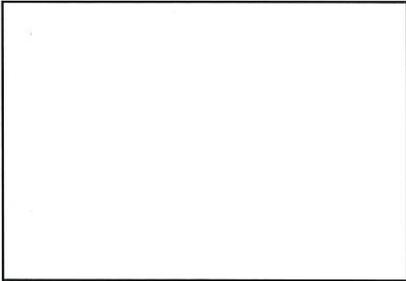


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Being the same lots conveyed by H. G. Waldrop and wife, Eula Cole Waldrop, to Quincy Spears, and wife, Sarah Spears, by deed dated April 5, 1983 and recorded in Book 645, Page 582 Craven County Registry.

UPSET BID

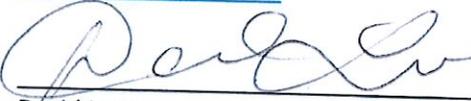
The undersigned hereby makes an upset bid for the property located at:
305 John Street, New Bern, North Carolina and parcel number 7-005-015 as follows:

Name of last high bidder: Michelle Murriel
Amount of last high bid: \$ 1,625.00
Upset bid amount: \$ 1,765.00
Upset bid deposit: \$ 500.00

The undersigned acknowledges that this upset bid is subject to further upset bids as provided by law. The undersigned further acknowledges that if this upset bid becomes the last, highest and final bid for the aforesaid real property, the sale and conveyance of same will be subject to all terms and conditions contained in the original Offer to Purchase, and the undersigned agrees to be bound by same.

Name of upset bidder: David Lee and Arielle Lee, husband and wife
Address of upset bidder: 308 Kennedy Drive
New Bern, NC 28560
Telephone Number
Of upset bidder: 252-626-2028

Email Address
Of upset bidder: ms_alee@hotmail.com

Signature of upset bidder: 
David Lee

Date: 8/21/23

Signature of upset bidder: 
Arielle Lee

Date: 8/21/23

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 5/1/2023 at 12:03:48 PM
PARCEL ID : 7-005 -015

Owner :	CRAVEN COUNTY		
Mailing Address :	406 CRAVEN ST NEW BERN, NC 28560		
Address of Property :	305 JOHN ST		
Subdivision :			
Property Description :	86 WEST BROWNSVILLE		
Assessed Acreage :	0.072		
Deed Book Page :	3756 1856	Deed Recording Date :	3 7 2023
Land Value :	\$1,500	Recorded Survey :	
Total Improvement(s) Value :	\$0	Life Estate Deed :	
Total Assessed Value :	\$1,500	Estate File Year-E-Folder :	
Number of Improvements:	0	Tax Exempt :	Yes
City Name :		Fire Tax District :	TOWNSHIP 7
Drainage District :		Lot Dimension :	
Special District :		Land Use :	RESIDENTIAL - PERSONAL PROPERTY MANUFACTURED HOME

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
3/7/2023 3756-1856	DREW, JAMES	CRAVEN COUNTY	STRAIGHT TRANSFER	\$3,000

Buildings or improvements where not found on this parcel.

TWT
3

(2)

Doc No: 10109760 Page 1 of 3
DocType: DEED
Recorded: 03/07/2023 12:44:00 PM
Fee: \$26.00 Revenue Tax: \$6.00
Craven County North Carolina
Sherri B. Richard, Register of Deeds
BK 3756 PG 1856 - 1858 (3)

Prepared by and return to:
Grady Quattlebaum, PLLC
244-A Craven Street
New Bern, N.C. 28560

Revenue Stamps: \$6.00
Parcel ID #: 7-005-015
Type of Instrument: DEED
Primary Residence of
Grantor: No

Address of Grantor: 244-A Craven Street, New Bern, N.C. 28560

Address of Grantee: 406 Craven Street, New Bern, N.C. 28560

THIS DEED, made this 1th day of March, 2023, by and between JILL R. QUATTLEBAUM, in her capacity as Commissioner as hereinafter stated (referred to herein as "Grantor"), to CRAVEN COUNTY (referred to herein as "Grantee"), is as follows:

WHEREAS, Grantor, being empowered and directed by a judgment entered in an action appearing in file # 22-CVD-593 in the Office of the Clerk of Superior Court of Craven County, North Carolina, did, after due advertisement according to law, and as directed by said judgment, publicly sell the property herein conveyed; and,

WHEREAS, Grantor duly reported the aforesaid sale and, after the expiration of all applicable upset bid periods, Grantee became the final and highest bidder in such public sale; and,

WHEREAS, Grantor executes and delivers this deed for the purpose of conveying title to the real property herein described, as required pursuant to the aforesaid judgment.

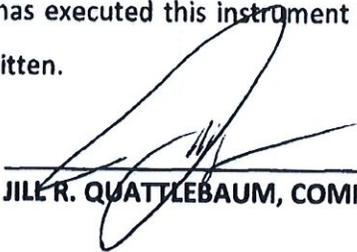
WITNESSETH NOW THEREFORE, Grantor in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt of

which is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell, and convey to Grantee the real property described in **EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.**

TO HAVE AND TO HOLD the aforesaid described real property and all privileges and appurtenances thereunto belonging to the Grantee, in fee simple forever, subject to the herein mentioned encumbrances, if any.

Grantor makes no warranties or representations as to title to the real property hereby conveyed.

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


_____(SEAL)
JILL R. QUATTLEBAUM, COMMISSIONER

ACKNOWLEDGEMENT

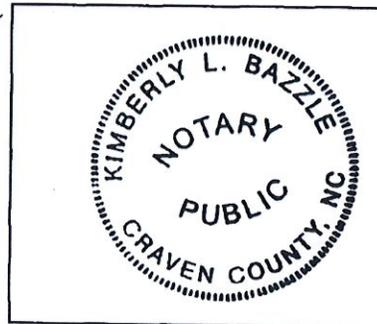
The undersigned Notary Public does hereby certify that **JILL R. QUATTLEBAUM, COMMISSIONER**, personally appeared before such Notary Public this day in the State of North Carolina and County of Craven and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal, this 7th day of March, 2023.

My Commission Expires:

10-3-23


NOTARY PUBLIC



NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT

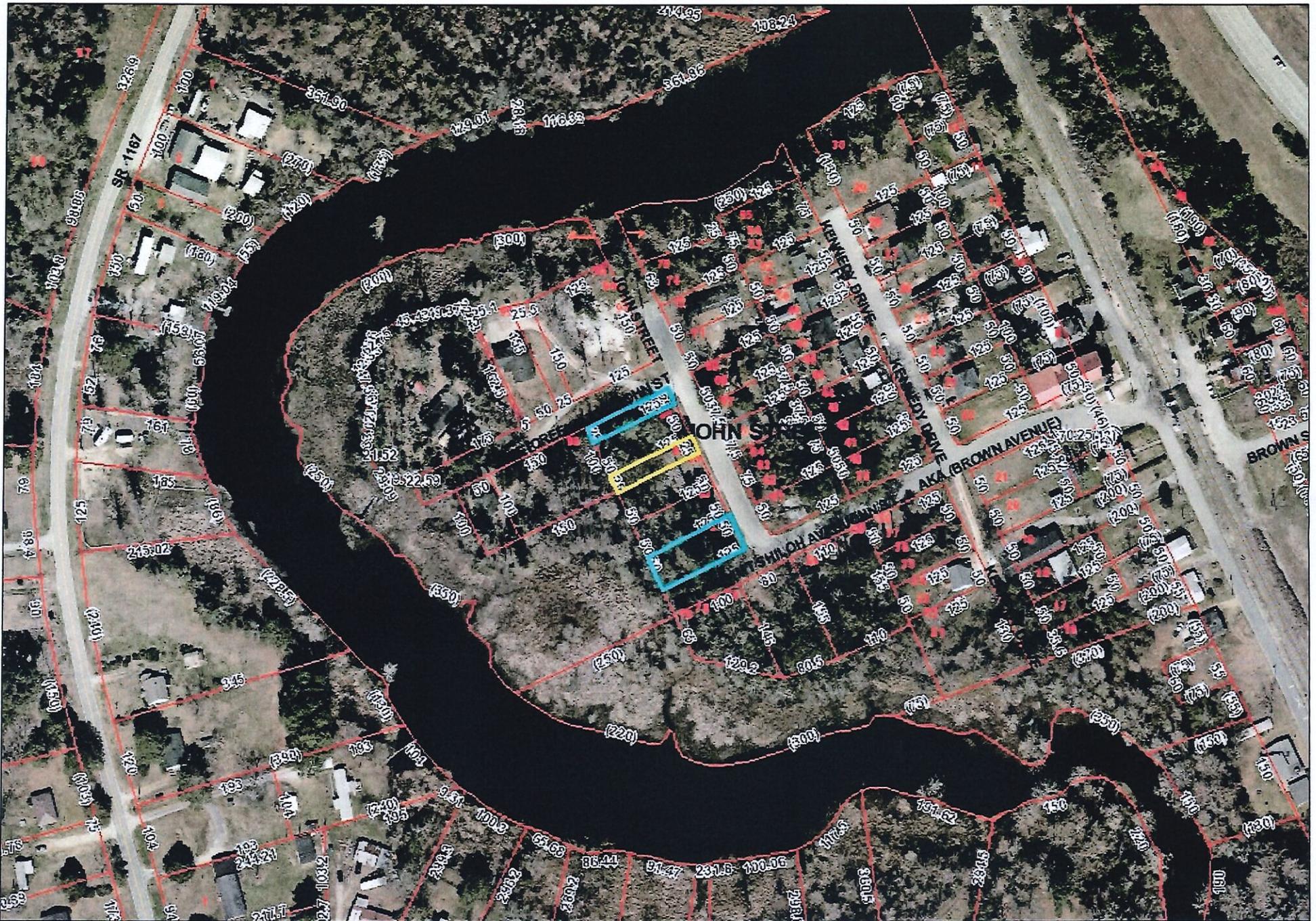
Book 3756
Page 1857

EXHIBIT A

Those certain lots or parcels of land in No. 7 Township, Craven County, North Carolina, and in that certain subdivision known as WEST BROWNSVILLE, a map of which is recorded in Map Book 1, at Page 101, being Lot Numbered EIGHT-SIX (86), as shown upon said map of said subdivision.

Being the same lots conveyed by H. G. Waldrop and wife, Eula Cole Waldrop, to Quincy Spears, and wife, Sarah Spears, by deed dated April 5, 1983 and recorded in Book 645, Page 582 Craven County Registry.

Book 3756
Page 1858



Craven County GIS

Craven County GIS is not responsible for the information shown on this map and should be used ONLY for tax assessment purposes. Printed on June 8, 2023 at 12:23:48 PM

1 inch = 172 feet

Page 149 of 191



Meeting Date: October 2, 2023

10.B. COUNTY ATTORNEY'S REPORT – Approval of Conveyance – 5491 Adams Creek Road; Parcel No. 5-020-1001: Arey Grady

The County previously received and approved an offer to purchase this real property, in the amount of \$3,000.00, subject to the completion of the upset bid process. The offer was advertised, and there were no upset bids, the final bid being \$3,000.00. The upset bid period has now expired, and the County Attorney recommends approval of the conveyance at the purchase price of \$3,000.00. The County originally acquired this property through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$2,612.42. The tax value of this property is \$16,000.00.

Should the Board of Commissioners authorize this transaction, the resolution, shown in the following document, 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 5-020-1001 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County in deed recorded in Book 3764 Page 0183 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 Rene Leal and Desiree Leal, husband and wife, in the sum of \$3,000.00 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 2nd DAY OF OCTOBER, 2023.

JASON R. JONES, Chairman

(County Seal)

NAN HOLTON,
Clerk to the Board

Prepared by:
Grady Quattlebaum, PLLC
244-A Craven Street
New Bern, N.C. 28560

Revenue Stamps: \$0
Parcel ID #: 5-020-1001
Type of Instrument: QCD
Primary Residence of
Grantor: No

Return to: 5735 Phelps Circle, Winston Salem, NC 27105

Address of Grantor: 406 Craven Street, New Bern, NC 28560

Address of Grantee: 5735 Phelps Circle, Winston Salem, NC 27105

THIS DEED, made this ____ day of October, 2023, from **CRAVEN COUNTY** (referred to herein as "Grantor") to **RENE LEAL and DESIREE LEAL, husband and wife**, (referred to herein collectively as "Grantee"), is as follows:

WITNESSETH that Grantor in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, has remised and released, and by these presents does remise, release and quitclaim to Grantee the real property described in **EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**, which said real property does not include the primary residence of the Grantor.

TO HAVE AND TO HOLD the aforesaid described real property and all privileges and appurtenances thereunto belonging to the Grantee, forever free and discharged from all right,

title and interest of the Grantor or anyone claiming by, through or under the Grantor.

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: _____
JASON R. JONES, Chairman,
Craven County Board of Commissioners

(COUNTY SEAL)

ATTEST:

NAN HOLTON, Clerk,
Craven County Board of Commissioners

ACKNOWLEDGEMENT

The undersigned Notary Public does hereby certify that on the ____ day of October, 2023, JASON R. JONES, 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 NAN HOLTON 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 October, 2023.

My Commission Expires:

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT

NOTARY PUBLIC

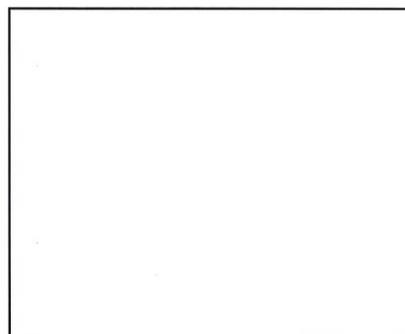


Exhibit A

BK 1540 PG 848

LEGAL DESCRIPTION LOT 2-B

BEING IN CRAVEN COUNTY, AND IN TOWNSHIP NUMBER FIVE(5), AND IN THE MINOR SUBDIVISION FOR HERBERT GOODING:

STARTING AT A P.K.NAIL IN THE CENTERLINE OF S.R.1703 (BELANGIA ROAD) AND THE WEST EDGE OF S.R.1700 (ADAMS CREEK ROAD). THENCE NORTH 57 DEGREES 17 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 2611.75 FEET TO A IRON PIPE, THE SOUTH MOST CORNER OF LOT 2-A AND THE WEST RIGHT OF WAY OF S.R.1700; THENCE RUNNING WITH SAID RIGHT OF WAY AND LOT 2-A NORTH 47 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 302.86 FEET TO A IRON PIPE, BEING THE POINT OF BEGINNING OF LOT 2-B, AND THE SEWER EASEMENT ACROSS LOT 2-A ;

THENCE WITH AFORESAID POINT OF BEGINNING OF 2-B NORTH 43 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 252.76 FEET TO A IRON PIPE;

THENCE NORTH 41 DEGREES 46 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 100.42 FEET TO A IRON PIPE;

THENCE SOUTH 43 DEGREES 00 MINUTES 00 SECONDS EAST TO A IRON PIPE AND THE RIGHT OF WAY OF S.R.1700 ,ALSO BEING THE POINT OF BEGINNING FOR THE SEWER EASEMENT ACROSS LOT 2-C;

THENCE SOUTH 47 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING OF LOT 2-B. SAID LOT CONTAINS 0.59 ACRE OF LAND PLUS OR MINUS.

DESCRIPTION OF SEWER EASEMENT IN LOT 2-A THAT WOULD BE A AUGMENTING EASEMENT FOR 2-B OF THE MINOR SUBDIVISION FOR HERBERT GOODING.

BEGINNING AT THE AFORESAID POINT OF BEGINNING FOR LOT 2-B, AND THE SEWER EASEMENT ACROSS LOT 2-A, RUNNING WITH THE RIGHT OF WAY OF S.R.1700 AND A LINE 10.00 FEET TO THE RIGHT OF WAY AND PARALLELING THE FOLLOWING COARSE CREATING THE SEPTIC FIELD AREA ALSO CREATING A 10.00 FOOT WORKING AREA FOR REPAIRS SOUTH 47 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 64.00 FEET TO A POINT;

THENCE NORTH 43 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 81.00 FEET TO A POINT;

THENCE NORTH 47 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 64.00 FEET TO THE LOT LINE OF 2-B AND THE END OF THE 10.00 FOOT WORK AREA;

THENCE TO THE POINT OF BEGINNING OF LOT 2-B SOUTH 43 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 81.00 FEET . SAID EASEMENT CONTAINS 0.12 ACRE MORE OR LESS INSIDE THE AREA OF LOT 2-A.

DESCRIPTION OF SEWER EASEMENT IN LOT 2-C THAT WOULD BE AN AUGMENTING EASEMENT FOR LOT 2-B OF THE MINOR SUBDIVISION FOR HERBERT GOODING.

BEGINNING AT THE AFORESAID POINT OF BEGINNING OF THE SEWER EASEMENT ACROSS LOT 2-C AND WITH THE RIGHT OF WAY OF S.R.1700 AT THE SAME TIME CREATING A LINE 10.00 FEET LEFT OF AN PARALLEL WITH SAID RIGHT OF WAY AND FOLLOWING COARSE MAKING THE EDGE OF SEPTIC REPAIR AREA AND A 10.00 FEET WORK AREA, NORTH 47 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 80.25 FEET TO A POINT;

THENCE NORTH 43 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 81.00 FEET TO A POINT;

THENCE SOUTH 47 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 80.25 FEET TO A POINT IN LOT LINE 2-B, AND THE END OF A TEN FOOT WORK AREA;

THENCE WITH LOT LINE OF 2-B SOUTH 43 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 81.00 FEET TO THE POINT OF BEGINNING OF SEWER EASEMENT. SAID EASEMENT CONTAINS 0.15 ACRE PLUS OR MINUS ACROSS LOT 2-C.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD. THE SEWER EASEMENT SHALL BE GRANTED TO LOT 2-B AND SHALL BE CONTINUOUS UNTIL SUCH TIME THAT THE HOUSE ON LOT 2-B IS CONNECTED TO PUBLIC SEWER SERVICES, THEN AND ONLY THEN SHALL SAID SEWER EASEMENTS BE VOIDED.

**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: 5491 Adams Creek Road, New Bern, NC (Parcel No. 5-020-1001) See **EXHIBIT "A" attached hereto and incorporated herein by reference**

(Insert street address or brief description and/or attach a description as Exhibit A. Include here any real estate that is a portion of a larger, 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: _____
JASON R. JONES, Chairman,
Craven County Board of Commissioners

(COUNTY SEAL)

ATTEST:

NAN HOLTON, Clerk,
Craven County Board of Commissioners

ACKNOWLEDGEMENT

The undersigned Notary Public does hereby certify that on the ____ day of October, 2023, JASON R. JONES, 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 NAN HOLTON 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 October, 2023.

My Commission Expires: _____

NOTARY PUBLIC

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT

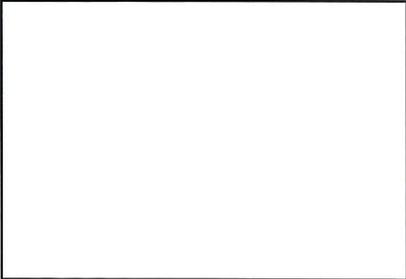


Exhibit A

ak 1540 pg 848

LEGAL DESCRIPTION LOT 2-B

BEING IN CRAVEN COUNTY, AND IN TOWNSHIP NUMBER FIVE(5), AND IN THE MINOR SUBDIVISION FOR HERBERT GOODING:

STARTING AT A P.K.NAIL IN THE CENTERLINE OF S.R.1703 (BELANGIA ROAD) AND THE WEST EDGE OF S.R.1700 (ADAMS CREEK ROAD). THENCE NORTH 57 DEGREES 17 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 2611.75 FEET TO A IRON PIPE, THE SOUTH MOST CORNER OF LOT 2-A AND THE WEST RIGHT OF WAY OF S.R.1700; THENCE RUNNING WITH SAID RIGHT OF WAY AND LOT 2-A NORTH 47 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 302.86 FEET TO A IRON PIPE, BEING THE POINT OF BEGINNING OF LOT 2-B, AND THE SEWER EASEMENT ACROSS LOT 2-A ;

THENCE WITH AFORESAID POINT OF BEGINNING OF 2-B NORTH 43 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 252.76 FEET TO A IRON PIPE;

THENCE NORTH 41 DEGREES 46 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 100.42 FEET TO A IRON PIPE;

THENCE SOUTH 43 DEGREES 00 MINUTES 00 SECONDS EAST TO A IRON PIPE AND THE RIGHT OF WAY OF S.R.1700 ,ALSO BEING THE POINT OF BEGINNING FOR THE SEWER EASEMENT ACROSS LOT 2-C;

THENCE SOUTH 47 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING OF LOT 2-B. SAID LOT CONTAINS 0.59 ACRE OF LAND PLUS OR MINUS.

DESCRIPTION OF SEWER EASEMENT IN LOT 2-A THAT WOULD BE A AUGMENTING EASEMENT FOR 2-B OF THE MINOR SUBDIVISION FOR HERBERT GOODING.

BEGINNING AT THE AFORESAID POINT OF BEGINNING FOR LOT 2-B, AND THE SEWER EASEMENT ACROSS LOT 2-A, RUNNING WITH THE RIGHT OF WAY OF S.R.1700 AND A LINE 10.00 FEET TO THE RIGHT OF WAY AND PARALLELING THE FOLLOWING COARSE CREATING THE SEPTIC FIELD AREA ALSO CREATING A 10.00 FOOT WORKING AREA FOR REPAIRS SOUTH 47 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 64.00 FEET TO A POINT;

THENCE NORTH 43 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 81.00 FEET TO A POINT;

THENCE NORTH 47 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 64.00 FEET TO THE LOT LINE OF 2-B AND THE END OF THE 10.00 FOOT WORK AREA;

THENCE TO THE POINT OF BEGINNING OF LOT 2-B SOUTH 43 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 81.00 FEET . SAID EASEMENT CONTAINS 0.12 ACRE MORE OR LESS INSIDE THE AREA OF LOT 2-A.

DESCRIPTION OF SEWER EASEMENT IN LOT 2-C THAT WOULD BE AN AUGMENTING EASEMENT FOR LOT 2-B OF THE MINOR SUBDIVISION FOR HERBERT GOODING.

BEGINNING AT THE AFORESAID POINT OF BEGINNING OF THE SEWER EASEMENT ACROSS LOT 2-C AND WITH THE RIGHT OF WAY OF S.R.1700 AT THE SAME TIME CREATING A LINE 10.00 FEET LEFT OF AN PARALLEL WITH SAID RIGHT OF WAY AND FOLLOWING COARSE MAKING THE EDGE OF SEPTIC REPAIR AREA AND A 10.00 FEET WORK AREA, NORTH 47 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 80.25 FEET TO A POINT;

THENCE NORTH 43 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 81.00 FEET TO A POINT;

THENCE SOUTH 47 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 80.25 FEET TO A POINT IN LOT LINE 2-B, AND THE END OF A TEN FOOT WORK AREA;

THENCE WITH LOT LINE OF 2-B SOUTH 43 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 81.00 FEET TO THE POINT OF BEGINNING OF SEWER EASEMENT. SAID EASEMENT CONTAINS 0.15 ACRE PLUS OR MINUS ACROSS LOT 2-C.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD. THE SEWER EASEMENT SHALL BE GRANTED TO LOT 2-B AND SHALL BE CONTINUOUS UNTIL SUCH TIME THAT THE HOUSE ON LOT 2-B IS CONNECTED TO PUBLIC SEWER SERVICES, THEN AND ONLY THEN SHALL SAID SEWER EASEMENTS BE VOIDED.

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 6/19/2023 at 10:17:36 AM

PARCEL ID : 5-020 -1001

Owner :	CRAVEN COUNTY		
Mailing Address :	406 CRAVEN ST NEW BERN, NC 28560		
Address of Property :	5491 ADAMS CREEK RD		
Subdivision :			
Property Description :	LOT B HERBERT GOODING S/D		
Assessed Acreage :	0.59		
Deed Book Page :	3764 0183	Deed Recording Date :	5 18 2023
Land Value :	\$16,000	Recorded Survey :	G - 20 - A
Total Improvement(s) Value :	\$0	Life Estate Deed :	
Total Assessed Value :	\$16,000	Estate File Year-E-Folder :	
Number of Improvements:	0	Tax Exempt :	Yes
City Name :		Fire Tax District :	TOWNSHIP 5
Drainage District :		Lot Dimension :	
Special District :		Land Use :	RESIDENTIAL - ONE FAMILY UNIT

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
5/18/2023 3764-0183	RUSSELL, LUCILLE	CRAVEN COUNTY	STRAIGHT TRANSFER	\$3,000
11/14/1996 1540-0846	GOODING, HERBERT	RUSSELL, LUCILLE	STRAIGHT TRANSFER	\$0

Buildings or improvements where not found on this parcel.

TMJ
3

2

Prepared by and return to:
Grady Quattlebaum, PLLC
244-A Craven Street
New Bern, N.C. 28560

Revenue Stamps: \$6.00
Parcel ID #: 5-020-1001
Type of Instrument: DEED
Primary Residence of
Grantor: No

Address of Grantor: 244-A Craven Street, New Bern, N.C. 28560

Address of Grantee: 406 Craven Street, New Bern, N.C. 28560

THIS DEED, made this 18th day of May, 2023, by and between **JILL R. QUATTLEBAUM**, in her capacity as **Commissioner as hereinafter stated** (referred to herein as "Grantor"), to **Craven County** (referred to herein as "Grantee"), is as follows:

WHEREAS, Grantor, being empowered and directed by a judgment entered in an action appearing in file # 22-CVD-1273 in the Office of the Clerk of Superior Court of Craven County, North Carolina, did, after due advertisement according to law, and as directed by said judgment, publicly sell the property herein conveyed; and,

WHEREAS, Grantor duly reported the aforesaid sale and, after the expiration of all applicable upset bid periods, Grantee became the final and highest bidder in such public sale for the amount of \$2,612.42; and,

WHEREAS, Grantor executes and delivers this deed for the purpose of conveying title to the real property herein described, as required pursuant to the aforesaid judgment.

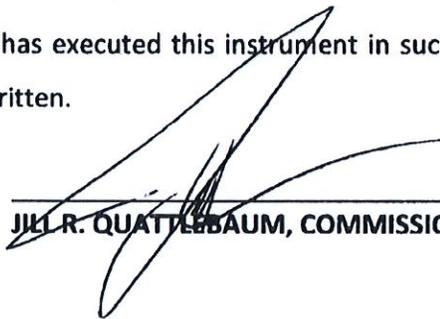
WITNESSETH NOW THEREFORE, Grantor in consideration of the bid amount above-referenced and other good and valuable consideration paid by Grantee to Grantor, the receipt of

which is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell, and convey to Grantee the real property described in **EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.**

TO HAVE AND TO HOLD the aforesaid described real property and all privileges and appurtenances thereunto belonging to the Grantee, in fee simple forever, subject to the herein mentioned encumbrances, if any.

Grantor makes no warranties or representations as to title to the real property hereby conveyed.

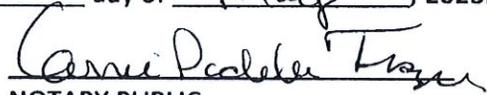
IN TESTIMONY WHEREOF, Grantor has executed this instrument in such form as to be binding, this the day and year first above written.


_____(SEAL)
JILL R. QUATTLEBAUM, COMMISSIONER

ACKNOWLEDGEMENT

The undersigned Notary Public does hereby certify that **JILL R. QUATTLEBAUM, COMMISSIONER**, personally appeared before such Notary Public this day in the State of North Carolina and County of Craven and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal, this 18th day of May, 2023.



NOTARY PUBLIC

My Commission Expires:
December 8, 2025

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT

Book 3764
Page 184

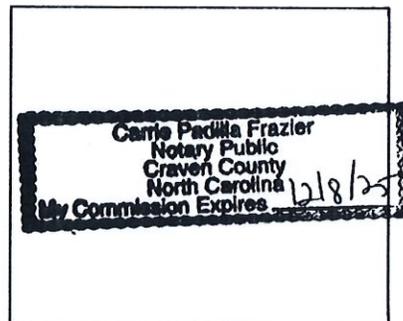


Exhibit A

sk 1540 pg 848

LEGAL DESCRIPTION LOT 2-B

BEING IN CRAVEN COUNTY, AND IN TOWNSHIP NUMBER FIVE(5), AND IN THE MINOR SUBDIVISION FOR HERBERT GOODING:

STARTING AT A P.K.NAIL IN THE CENTERLINE OF S.R.1703 (BELANGIA ROAD) AND THE WEST EDGE OF S.R.1700 (ADAMS CREEK ROAD). THENCE NORTH 57 DEGREES 17 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 2611.75 FEET TO A IRON PIPE, THE SOUTH MOST CORNER OF LOT 2-A AND THE WEST RIGHT OF WAY OF S.R.1700; THENCE RUNNING WITH SAID RIGHT OF WAY AND LOT 2-A NORTH 47 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 302.86 FEET TO A IRON PIPE, BEING THE POINT OF BEGINNING OF LOT 2-B, AND THE SEWER EASEMENT ACROSS LOT 2-A ; THENCE WITH AFORESAID POINT OF BEGINNING OF 2-B NORTH 43 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 252.76 FEET TO A IRON PIPE; THENCE NORTH 41 DEGREES 46 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 100.42 FEET TO A IRON PIPE; THENCE SOUTH 43 DEGREES 00 MINUTES 00 SECONDS EAST TO A IRON PIPE AND THE RIGHT OF WAY OF S.R.1700 , ALSO BEING THE POINT OF BEGINNING FOR THE SEWER EASEMENT ACROSS LOT 2-C; THENCE SOUTH 47 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING OF LOT 2-B. SAID LOT CONTAINS 0.59 ACRE OF LAND PLUS OR MINUS.

DESCRIPTION OF SEWER EASEMENT IN LOT 2-A THAT WOULD BE A AUGMENTING EASEMENT FOR 2-B OF THE MINOR SUBDIVISION FOR HERBERT GOODING.

BEGINNING AT THE AFORESAID POINT OF BEGINNING FOR LOT 2-B, AND THE SEWER EASEMENT ACROSS LOT 2-A, RUNNING WITH THE RIGHT OF WAY OF S.R.1700 AND A LINE 10.00 FEET TO THE RIGHT OF WAY AND PARALLELING THE FOLLOWING COARSE CREATING THE SEPTIC FIELD AREA ALSO CREATING A 10.00 FOOT WORKING AREA FOR REPAIRS SOUTH 47 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 64.00 FEET TO A POINT; THENCE NORTH 43 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 81.00 FEET TO A POINT; THENCE NORTH 47 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 64.00 FEET TO THE LOT LINE OF 2-B AND THE END OF THE 10.00 FOOT WORK AREA; THENCE TO THE POINT OF BEGINNING OF LOT 2-B SOUTH 43 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 81.00 FEET . SAID EASEMENT CONTAINS 0.12 ACRE MORE OR LESS INSIDE THE AREA OF LOT 2-A.

DESCRIPTION OF SEWER EASEMENT IN LOT 2-C THAT WOULD BE AN AUGMENTING EASEMENT FOR LOT 2-B OF THE MINOR SUBDIVISION FOR HERBERT GOODING.

BEGINNING AT THE AFORESAID POINT OF BEGINNING OF THE SEWER EASEMENT ACROSS LOT 2-C AND WITH THE RIGHT OF WAY OF S.R.1700 AT THE SAME TIME CREATING A LINE 10.00 FEET LEFT OF AN PARALLEL WITH SAID RIGHT OF WAY AND FOLLOWING COARSE MAKING THE EDGE OF SEPTIC REPAIR AREA AND A 10.00 FEET WORK AREA, NORTH 47 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 80.25 FEET TO A POINT; THENCE NORTH 43 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 81.00 FEET TO A POINT; THENCE SOUTH 47 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 80.25 FEET TO A POINT IN LOT LINE 2-B, AND THE END OF A TEN FOOT WORK AREA; THENCE WITH LOT LINE OF 2-B SOUTH 43 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 81.00 FEET TO THE POINT OF BEGINNING OF SEWER EASEMENT. SAID EASEMENT CONTAINS 0.15 ACRE PLUS OR MINUS ACROSS LOT 2-C.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD. THE SEWER EASEMENT SHALL BE GRANTED TO LOT 2-B AND SHALL BE CONTINUOUS UNTIL SUCH TIME THAT THE HOUSE ON LOT 2-B IS CONNECTED TO PUBLIC SEWER SERVICES, THEN AND ONLY THEN SHALL SAID SEWER EASEMENTS BE VOIDED.

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Page 185



Craven County GIS

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on June 19, 2023 at 11:46:08 AM

Meeting Date: October 2, 2023

1 inch = 172 feet
Page 164 of 191



10.C. COUNTY ATTORNEY'S REPORT – Approval of Conveyance – 2308 Pearson Street; Parcel No. 8-039-040: Arey Grady

The County previously received and approved an offer to purchase this real property, in the amount of \$2,500.00, subject to the completion of the upset bid process. The offer was advertised, and there were no upset bids, the final bid being \$2,500.00. The upset bid period has now expired, and the County Attorney recommends approval of the conveyance at the purchase price of \$2,500.00. 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 \$4,624.39. The tax value of this property is \$5,000.00.

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 resolution, shown in the following document, 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 and the City of New Bern own certain real property identified as Tax Parcel Number 8-039-040 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County in deed recorded in Book 3544, Page 0733 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County and the City of New Bern previously received and approved an Offer to Purchase the Real Property, and 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 The Third Property Development & Investment Group LLC in the sum of \$2,500.00 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 2nd DAY OF OCTOBER, 2023.

JASON R. JONES, Chairman

(County Seal)

NAN HOLTON,
Clerk to the Board

Prepared by and return to:

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

PARCEL NO. 8-039-040
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 22nd day of August, 2023, by and between the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina, and **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantors”); to **THE THIRD PROPERTY DEVELOPMENT & ESTATE INVESTMENT GROUP LLC**, a North Carolina limited liability company, whose mailing address is 2205 Foxhorn Road, Trent Woods, North Carolina 28562, (“Grantee”);

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 Grantee, the receipt of which is hereby acknowledged, have remised and release, and by these presents do remise, release and forever quitclaim unto the Grantee, Grantee’s 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

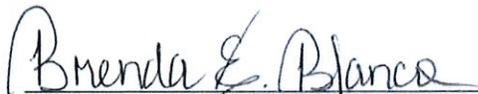
TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee, Grantee's heirs and assigns, free and discharged from all right, title, claim or interest of the said Grantors or anyone claiming by, through or under the Grantor.

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

By: 
JEFFREY T. ODHAM, MAYOR


BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

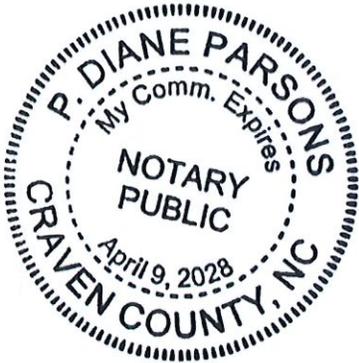
I, P. DIANE PARSONS, Notary Public in and for said County and State, do hereby certify that on the 22nd day of August, 2023 before me personally appeared JEFFREY T. ODHAM, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City 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 22nd day of August, 2023.

P. Diane Parsons
Notary Public

My Commission Expires:

April 9, 2028



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 _____, 2023, before me personally appeared JASON R. JONES 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 NAN HOLTON 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 _____, 2023.

Notary Public

My Commission Expires:

EXHIBIT A

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

That certain tract or parcel of land lying and being situate in or near the City of New Bern, Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows: Being all of Lot No. 733 (A and B), Pembroke Subdivision, for a full and complete description, see map of record in Plat Book 5, Page 2, in the Office of the Register of Deeds of Craven County, North Carolina.

Subject to restrictive covenants and easements of record.

Parcel Identification Number: 8 039 040

**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: 2308 Pearson St - Parcel 8-039-040 See EXHIBIT "A" attached hereto and incorporated herein by reference.

(Insert street address or brief description and/or attach a description as Exhibit A. Include here any real estate that is a portion of a larger, 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: _____

JASON R. JONES, Chairman,
Craven County Board of Commissioners

(COUNTY SEAL)

ATTEST:

NAN HOLTON, Clerk,
Craven County Board of Commissioners

ACKNOWLEDGEMENT

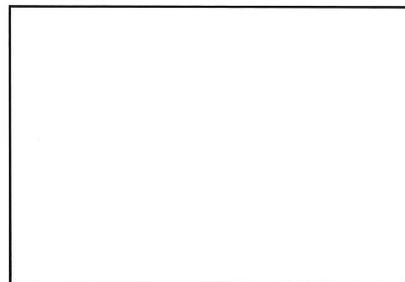
The undersigned Notary Public does hereby certify that on the ____ day of October, 2023, JASON R. JONES, with whom I am personally acquainted, personally appeared before me in the State of North Carolina and the County of Craven and, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that NAN HOLTON 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 October, 2023.

My Commission Expires:

NOTARY PUBLIC

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT



EXHBIT "A"

Property Description

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

That certain tract or parcel of land lying and being situate in or near the City of New Bern, Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows: Being all of Lot No. 733 (A and B), Pembroke Subdivision, for a full and complete description, see map of record in Plat Book 5, Page 2, in the Office of the Register of Deeds of Craven County, North Carolina.

Subject to restrictive covenants and easements of record.

Parcel Identification Number: 8 039 040

10.D. COUNTY ATTORNEY'S REPORT – Approval of Conveyance – 1724 Rhem Avenue; Parcel No. 8-024-094: Arey Grady

The County previously received and approved an offer to purchase this real property, in the amount of \$10,200.00, subject to the completion of the upset bid process. The offer was advertised, and there were no upset bids, the final bid being \$10,200.00. The upset bid period has now expired, and the County Attorney recommends approval of the conveyance at the purchase price of \$10,200.00. 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 \$6,867.59. The tax value of this property is \$20,250.00.

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 resolution, shown in the following document, 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 and the City of New Bern own certain real property identified as Tax Parcel Number 8-024-094 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County in deed recorded in Book 3560, Page 0893 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County and the City of New Bern previously received and approved an Offer to Purchase the Real Property, and 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 Eugene C. Kelley, Jr. in the sum of \$10,200.00 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 2nd DAY OF OCTOBER, 2023.

JASON R. JONES, Chairman

(County Seal)

NAN HOLTON,
Clerk to the Board

Prepared by and return to:

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

**PARCEL NO. 8-024-094
REVENUE STAMPS: \$0.00**

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 22nd day of August, 2023, by and between the **CITY OF NEW BERN**, a municipal corporation of the State of North, and **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantors”); to **EUGENE C. KELLEY, JR. and CANDANCE R. KELLEY**, whose mailing address is 407 North Franklin Street, Madison, North Carolina 27025, (“Grantee”);

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.

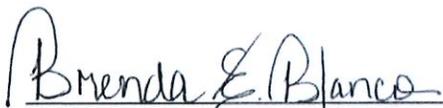


CITY OF NEW BERN

By: 

JEFFREY T. ODHAM, MAYOR

ATTEST:



BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

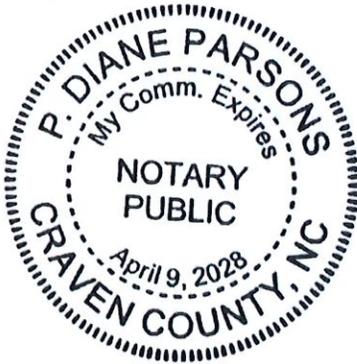
I, P. DIANE PARSONS, Notary Public in and for said County and State, do hereby certify that on the 22nd day of August, 2023 before me personally appeared JEFFREY T. ODHAM, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City 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 22nd day of August, 2023.

P. Diane Parsons
Notary Public

My Commission Expires:

April 9, 2028



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 _____, 2023, before me personally appeared JASON R. JONES 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 NAN HOLTON 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 _____, 2023.

Notary Public

My Commission Expires:

EXHIBIT A

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

Being Lot 523 on Rhem Avenue as shown on that plat of Ghent Subdivision recorded in Deed Book 159, Page 112, Craven County Registry. Subject to restrictive covenants and easements of record.

Parcel Identification Number: 8 024 094

**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: 1724 Rhem Avenue - Parcel 8-024-094 See **EXHIBIT "A" attached hereto and incorporated herein by reference.**

(Insert street address or brief description and/or attach a description as Exhibit A. Include here any real estate that is a portion of a larger, 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: _____

JASON R. JONES, Chairman,
Craven County Board of Commissioners

(COUNTY SEAL)

ATTEST:

NAN HOLTON, Clerk,
Craven County Board of Commissioners

ACKNOWLEDGEMENT

The undersigned Notary Public does hereby certify that on the ____ day of October, 2023, JASON R. JONES, 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 NAN HOLTON 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 October, 2023.

My Commission Expires:

NOTARY PUBLIC

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT

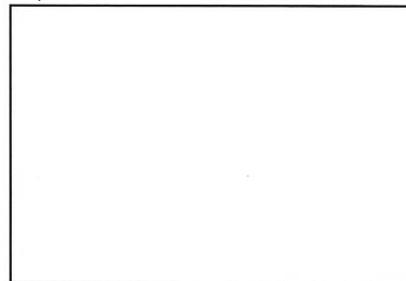


EXHIBIT "A"

Property Description

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

Being Lot 523 on Rhem Avenue as shown on that plat of Ghent Subdivision recorded in Deed Book 159, Page 112, Craven County Registry. Subject to restrictive covenants and easements of record.

Parcel Identification Number: 8 024 094

11. 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

12. COUNTY MANAGER'S REPORT: Jack Veit

13. COMMISSIONERS' REPORTS