

**THE BOARD OF COMMISSIONERS OF THE COUNTY OF CRAVEN MET IN REGULAR SESSION IN THE COMMISSIONERS' ROOM OF THE CRAVEN COUNTY ADMINISTRATION BUILDING, 406 CRAVEN STREET, NEW BERN, NORTH CAROLINA ON MONDAY, DECEMBER 17, 2001. THE MEETING CONVENED AT 8:30 A.M.**

**MEMBERS PRESENT**

- Chairman C.W. "Pete" Bland
- Vice Chairman Johnnie Sampson, Jr.
- Commissioner Lee Kyle Allen
- Commissioner Donald Phillips
- Commissioner J. Harold Talton
- Commissioner Albert H. Toon
- Commissioner Charles F. Tyson, Jr.

**STAFF PRESENT:**

- Harold Blizzard, County Manager
- George B. Sawyer, Assistant County Manager
- Richard F. Hemphill, County Finance Officer
- Ray H. Moser, Human Resources Director
- Gwendolyn M. Bryan, Clerk to the Board
- James R. Sugg, County Attorney

Following an invocation by Commissioner Sampson and the Pledge of Allegiance, Commissioner Tyson moved to approve minutes of the December 3, 2001 regular session, seconded by Commissioner Phillips and unanimously carried in a roll call vote.

**CONSENT AGENDA**

*Tax Releases and Refunds*

Craven County Tax Administrator, Ronnie Antry, submitted the following routine requests for tax releases and refunds, which were approved by motion of Commissioner Allen, seconded by Commissioner Sampson and unanimously carried in a roll call vote.

*Credits*

<b>TAXPAYER NAME</b>	<b>TICKET #</b>	<b>AMOUNT</b>
BAYER, LAWRENCE J & ALICE J DID NOT OWN ON 1-1-2000	2001-0091034	\$ 733.63
BELKS DEPT STORE INC. DOUBLE LISTED REAL PROPERTY AS PERSONAL	2001-0003481	\$ 570.22
BRINSON, RICHARD COLLIER & MEL DID NOT OWN BOAT AS OF 1-1-2001	2001-0090096	\$ 23.55
CHARIS PROPERTIES LLC DID NOT OWN 1-1-2001	2001-0008773	\$ 73.84
DIBENEDETTO, MICHAEL DOUBLE LISTED WITH ACCT #43139	2001-0091510	\$ 179.95
GENERAL ELECTRIC CAPITAL BUSIN LATE LISTING CHARGED IN ERROR	2001-0018672	\$ 8.15
GENERAL ELECTRIC CAPITAL CORP LATE LISTING CHARGED IN ERROR	2001-0018673	\$ 46.40

GENERAL ELECTRIC CAPITAL CORP LATE LISTING CHARGED IN ERROR	2001-0018674	\$ 3.07
GENERAL ELECTRIC CAPITAL CORP LATE LISTING CHARGED IN ERROR	2001-0018675	\$ 1.97
GENERAL ELECTRIC CAPITAL CORP LATE LISTING CHARGED IN ERROR	2001-0018676	\$ 9.83
GENERAL ELECTRIC CAPITAL CORP LATE LISTING CHARGED IN ERROR	2001-0018677	\$ 12.89
HAIDT, DAVID J & LISA P DID NOT OWN ON 1-1-2001	2001-0091566	\$ 84.57
HORTON, CHARLES CORRECTED VALUE OF BOAT	2001-0091583	\$ 58.00
HORTON, CHARLES CORRECTED VALUE OF BOAT	2000-0090417	\$ 62.67
LEBERMAN, ODIN MILITARY RESIDENT OF PA	2001-0091734	\$ 105.03
LEISEY, ROBERT DAVID CORRECTED BOAT VALUE	2001-0091615	\$ 3.49
MARTIN, GILLETTE DWELLING VACANT SINCE 1998	2001-0031819	\$ 32.00
MIDGETTE, JOSEPH HENRY CORRECTED VALUE OF BOAT TRAILER	2001-0033904	\$ 7.88
MURPHY, MELBA MOBILE HOME USED AS STORAGE	2001-0035984	\$ 32.00
MAIK, PRAKASHCHANDRA D & NAIK COMMERCIAL DUMPSTER ON SITE	2001-0036190	\$ 32.00
OLIVER, FREDRICK DOUBLE LISTED WITH ACCT #40650	2001-0037495	\$ 227.10
PIZZUTIELLO, ALBERT DID NOT OWN MOBILE HOME ON 1-1-2001	2001-0039345	\$ 43.38
PIZZUTIELLO, ALBERT DID NOT OWN MOBILE HOME ON 1-1-2000	2000-0038974	\$ 39.10
PIZZUTIELLO, ALBERT DID NOT OWN MOBILE HOME ON 1-1-1999	1999-0037854	\$ 42.97
QUALITY BEVERAGE LLC BUSINESS NOT OPERATING AS OF 1-1-01	2001-0090701	\$ 330.66
ROBERTSON, HORACE DWELLING VACANT SINCE 1994	2001-0042016	\$ 32.00
ROGERS, ARLINDUS N TRUSTEE ARL REBILLED ON SUPPLEMENT	2001-0042227	\$ 236.28

SEQUEL CAPITAL CORPORATION NOT IN BUSINESS AS OF 1-1-2001	2001-0090746	\$ 29.34
SEQUEL CAPITAL CORPORATION NOT IN BUSINESS AS OF 1-1-2001	2001-0090745	\$ 56.42
STRAYHORN, JAMES AUGUSTUS & DID NOT OWN ON 1-1-2001	2001-0091763	\$ 148.75
TRENT WOODS PROFESSIONAL VILLA CORRECTED VALUE PER GS 105-277.8	2001-0049388	\$ 14.30
VFS FINANCING INC LATE LISTING CHARGED IN ERROR	2001-0050524	\$ 1.63
YALE FINANCILA SERVICES INC LATE LISTING CHARGED IN ERROR	2001-0055653	\$ 9.88
YALE FINANCIAL SERVICES INC LATE LISTING CHARGED IN ERROR	2001-0055650	\$ 13.94
YALE FINANCIAL SERVICES INC LATE LISTING CHARGED IN ERROR	2001-0055651	\$ 5.14
YALE FINANCIAL SERVICES INC LATE LISTING CHARGED IN ERROR	2001-0055652	\$ 14.75
IBRAMS, NAUSHA NESHAY DOUBLE LISTED WITH ACCT # 40573	2001-0091473	\$ 238.67

37 – CREDIT MEMO (S) \$3,565.45

*Refunds*

CHARIS PROPERTIES, LLC DID NOT OWN ON 1-1-2000	2000-0005716	\$ 70.54
NTFC CAPITAL CORPORATION LATE LISTING CHARGED IN ERROR	2001-0037259	\$ 29.78
TAYLOR, VIRGINIA B VACANT DWELLING SINCE 1998	2001-0048060	\$ 32.00
TAYLOR, VIRGINIA B VACANT DWELLING SINCE 1998	2000-0047680	\$ 24.00
WHITLEY, LARRY D & BARBARA JEA PARCEL CONSOLIDATED WITH 7-009-061	2001-0053697	\$ 44.56

5 – REFUND(S) \$ 200.88

*Budget Amendments and Ordinance Updates*

Craven County Finance Officer, Rick Hemphill, submitted the following budget amendments for the Board’s approval. Commissioner Allen moved for their approval, seconded by Commissioner Sampson and unanimously carried in a roll call vote.

**Community College**

<b>REVENUES</b>	<b>AMOUNT</b>	<b>EXPENDITURES</b>	<b>AMOUNT</b>
381-8600-329-00-00 Interest	\$ 1,000.00	381-8600-480-37-06 Community College	\$(1,999,000.)
381-8600-380-02-0 State	\$(2,000,000.00)		
<b>TOTAL</b>	<b>\$(1,999,000.00)</b>	<b>TOTAL</b>	<b>\$(1,999,000.)</b>

**Justification:** State College bond funds will go directly to the college and not pass through Craven County. Also budget an additional \$1,000 in interest to cover bond fees, legal ads and the like.

**Planning**

101-0000-399-01-00 Fund Balance	\$ 7,488.00	101-4001-430-15-35 Trans to Fd 268	\$ 7,488.00
<b>TOTAL</b>	<b>\$ 7,488.00</b>	<b>TOTAL</b>	<b>\$ 7,488.00</b>

**Justification:** Funds were not transferred from General Fund to Fd 263 CDBG Scattered Sites in a prior fiscal year and need to be transferred to close the project.

**CDBG Scattered Sites – Journal Entry**

<b>TRANSFER FROM</b>	<b>AMOUNT</b>	<b>TRANSFER TO</b>	<b>AMOUNT</b>
101-4001-430-15-35 To Fd 268	\$ 7,487.16	101-0000-101-00-00 Cash	\$ 7,487.16
268-0000-101-00-00 Cash	\$ 7,487.16	268-0000-366-17-00 From General Fund	\$ 7,487.16

**Budget Amendment**

268-0000-329-00-00 Interest	\$ 12.00		
268-0000-366-17-00 Fr General Fund	\$ (12.00)		
268-0000-377-08-00 HUD DRI	\$ (13,500.00)	268-4067-430-76-27 HUD DRI	\$ (13,500.00)
<b>TOTAL</b>	<b>\$ (13,500.00)</b>	<b>TOTAL</b>	<b>\$ (13,500.00)</b>

**Justification:** Close Out Project

**E 911**

101-0000-399-01-00 Fund Balance	\$ 74,859.00	101-2501-410-73-01 C/O	\$141,859.00
101-2501-366-16-0 Fr Fd 221	\$ 67,000.00		
<b>TOTAL</b>	<b>\$141,859.00</b>	<b>TOTAL</b>	<b>\$141,859.00</b>

**Justification:** Appropriate E 911 Restricted fund balance to cover the cost of a new console.

***E 911 Fund***

221-0000-399-01-00	\$103,000.00	221-2501-410-40-54	\$ 36,000.00
Fund Balance		Havelock	
		221-2501-410-98-10	\$ 67,000.00
		To Gen Fd 101	
<b>TOTAL</b>	<b>\$103,000.00</b>	<b>TOTAL</b>	<b>\$103,000.00</b>

**Justification:** Appropriate E 911 funds to purchase new integrated console to replace original console. Existing console can no longer be maintained by vendor.

***Health/Dental***

101-5500-370-12-00	\$ 68,000.00	101-5500-440-40-50	\$ 68,000.00
Medicaid Revenue		Contractual Temp Employee	
<b>TOTAL</b>	<b>\$ 68,000.00</b>	<b>TOTAL</b>	<b>\$ 68,000.00</b>

**Justification:** Budget Amendment required to cover approximately 2 months of contractual dentist on mobile dental clinic – numbers are based on prior work history and services performed.

***DSS – TANF 7231***

101-7231-349-28.00	\$ (4,849.00)		
CPS Staff & O’Head			
101-00-399-01.0	\$ 4,849.00		
Fund Balance			
<b>TOTAL</b>	<b>\$ .00</b>	<b>TOTAL</b>	<b>\$ .00</b>

**Justification:** Permanency Planning (Special) admin allocation from the State is lower than original State estimates.

***DSS – 7231 TANF and DSS – 7291 Mandated Program***

101-7291-349-16-00	\$336,968.00	101-7291-450-39-17	\$336,968.00
Smart Start Day Care-State		Day Care Smart Start	
101-7231-349-38.0	\$ 13,750.00		
Smart Start State (Admin)			
101-00-399-01-0	\$(13,750.00)		
Fund Balance			
<b>TOTAL</b>	<b>\$336,968.00</b>	<b>TOTAL</b>	<b>\$336,968.00</b>

**Justification:** Additional funding received through authorization from the Division of Child Development. No county match.

***Solid Waste***

101-3201-348-16-00	\$ 14,090.00	101-3201-420-40.86	\$ 14,090.00
White Goods Grant		CRSWMA	
<b>TOTAL</b>	<b>\$ 14,090.00</b>	<b>TOTAL</b>	<b>\$ 14,090.00</b>

**Justification:** Budget funds received from the White Goods Grant for period ending 6-30-2001, which were for a ramp at Coastal Regional Solid Waste’s landfill area.

**Industrial Park Water and Sewer**

430-0000-399-01-00	\$150,000.00	430-4300-475-96-70	\$150,000.00
Industrial Park		City of New Bern	
TOTAL	\$150,000.00	TOTAL	\$150,000.00

**Justification:** Budget fund balance to cover payment to the City of New Bern for the rate buy down for the Industrial Park Water and Sewer System.

**Day Reporting**

101-2201-348-54-00	\$(10,056.00)	101-2201-410-10-02	\$(19,839.00)
CJPP Grant		Salaries	
101-2201-369.09-00	\$ 1,922.00	101-2201-410-11-01	\$( 1,533.00)
Neuse Center		FICA	
		101-2201-410.11-02	\$( 983.00)
		Retirement	
		101-2201-410.11-03	\$( 597.00)
		401 k	
		101-2201-410.11-04	\$( 41.00)
		Work Comp	
		101-2201-410.11-06	\$( 2,952.00)
		Health Ins	
		101-2201-410.11-07	\$( 228.00)
		Dental Ins	
		101-2201-410.11-08	\$( 17.00)
		Life Ins	
		101-2201-410.11-09	\$( 30.00)
		Disability	
		101-2201-410.20-00	\$ 92.00
		Postage	
		101-2201-410.22-00	\$ 1,691.00
		Telephone	
		101-2201-410.23-00	\$ 3,311.00
		Utilities	
		101-2201-410.25-10	\$( 394.00)
		Travel	
		101-2201-410.25-15	\$ 1,507.00
		Client Travel	
		101-2201-410.32-40	\$ 1,000.00
		Other Supp	
		101-2201-410.40-0	\$ 10,879.00
		Contractual	
TOTAL	\$( 8,134.00)	TOTAL	\$( 8,134.00)

**Justification:** The total grant allocation was decreased from \$109,426 to \$99,370 because of a change in appropriation from the North Carolina General Assembly. Further, Neuse Center’s TASC program is contributing to the cost of utilities and telephone expenses as they are housed with the Day Reporting Center program. The budget adjustments represent the best possible utilization of available resources.

**Non Dept.**

101-0000-399-01-00	\$ 15,000.00	Advance to Cove City FD	\$ 15,000.00
Fund Balance		No Code- (Load Repayable)	
TOTAL	\$ 15,000.00	TOTAL	\$ 15,000.00

**Justification:** 12 month contract to Cove City for driveway paving (to be repaid by Fire Department)

**ORDINANCES:**

**COMMUNITY DEVELOPMENT BLOCK GRANT**  
Scattered Sites 2000  
Fund 268

This ordinance is hereby amended in the following amounts for expenditures for the CDBG FY 95 Grant.

Expenditures:

CDBG C-1 Administration	\$ 30,400.00
CDBG C-1 Clearance	\$ 10,000.00
CDBG C-1 Relocation	\$ 69,000.00
CDBG C-1 Rehabilitation	\$240,600.00
CDBG L-1 Rehabilitation	\$ 52,500.00
County Rehabilitation	\$ 17,500.00
Independent Living Rehabilitation	\$ 8,500.00
<b>TOTAL</b>	<b>\$428,500.00</b>

This ordinance is hereby amended in the following revenue amounts for the CDBG FY 95 Grant.

Revenue:

CDBG Grant	\$350,000.00
Craven County FY 2000	\$ 10,000.00
Craven County FY 2001	\$ 7,488.00
Interest	\$ 12.00
Independent Living Rehabilitation	\$ 8,500.00
CDBG A-1 Local Option Grant	\$ 52,500.00
<b>TOTAL</b>	<b>\$428,500.00</b>

This ordinance is hereby amended this 17<sup>th</sup> day of December, 2001

**CRAVEN COMMUNITY COLLEGE BUILDING**  
Fund 381

This ordinance is hereby approved in the following amounts for expenditures.

Expenditures:

To Community College	\$1,800,000.00
Administration/Legal	\$ 41,000.00
<b>TOTAL</b>	<b>\$1,841,000.00</b>

It is estimated the following revenues will be available to fund this project.

Revenues:

G O Bond Proceeds	\$1,800,000.00
Interest	\$ 41,000.00
<b>TOTAL</b>	<b>\$1,841,000.00</b>

This ordinance is hereby approved this 17<sup>th</sup> day of December, 2001.

*Subdivisions and Mobile Home Parks for Approval*

Craven County Planning Director, Don Baumgardner, submitted the following subdivisions and mobile home parks for the Board's approval. Commissioner Allen moved for their approval, seconded by Commissioner Sampson and unanimously carried in a roll call vote.

White Horse Run (Cherry Branch) Sec. One A – Final: The property, owned by Cherry Branch, Ltd., and engineered by Thomas Engineering, is located within Twp 5 off of NC Hwy 306 along Sea Biscuit Drive. The subdivision contains 2 lots and is proposed to be served by community water and individual septic systems. The Planning Board reviewed and recommended the subdivision for final approval.

The Oaks Phase Four – Final: The property, owned by S & T Land, LLC and surveyed by Robert Davis, is located within Twp 7 along Leonard Drive off of Old Cherry Point Road. The subdivision contains 6 lots and is proposed to be served by community water and sewer. The Planning Board reviewed and recommended the subdivision for final approval.

Wavy Meadows Phase Two, Section Two – Final: The property, owned by Luther Waddell and surveyed by James C. Simmons and Associates, is located within Twp 7 along Luke Court off of SR 1114 (Rivershore Drive). The subdivision contains 1 lot and is proposed to be served by community water and sewer. The Planning Board reviewed and recommended the subdivision for final approval.

Belle Estates MHP – Final: The property, owned by Raymond Mill, Jr. and surveyed by Jerome Norman, is located within Twp 1 off of SR 1441 (Cow Pen Landing Road). The park contains 9 lots and is proposed to be served by a private central well and individual septic systems. The Planning Board reviewed and recommended the park for final approval.

Bream Park MHP – Section 2 – Final: The property, owned by Lonnie and Velva Wetherington, Jr., and surveyed by Jerome Norman, is located within Twp 1 off of SR 1441 (Cow Pen Landing Road). The park contains 3 lots and is proposed to be served by community water and individual septic systems. The Planning Board reviewed and recommended the park for final approval.

*FY 2000 Crisis Housing Assistance (Floyd Housing Recovery) Bid Awards*

A bid opening for the rehabilitation of six units in the FY 2000 Crisis Housing Assistance Project was held on November 29, 2001. Bid packages were received from four (4) contractors. The bid awards were approved as recommended by motion of Commissioner Allen, seconded by Commissioner Sampson and unanimously carried in a roll call vote.

<u>Owners</u>	<u>Contractor/Amount</u>	<u>Comments</u>
Ruby Edwards 665 Mile Road Vanceboro	George Celinski \$27,255	Low bidder
Lenora Harper 2691 Dover Road Cove City	United Builders Group \$35,395	Lowest qualified bidder
Angela Joseph 1410 Mockingbird Ln. New Bern	Danny Clark \$17,160	Low bidder

Esther Roach 1775 Honolulu Road Grifton	JE Dillahunt & Assoc. \$18,835	Low bidder
Angela Andrews 1150 Cow Pen Landing Rd. Vanceboro	United Builders Group \$58,800	Low bidder
Pauline White 555 Hwy 55 W New Bern	Unit disqualified after further review by Housing Recovery Center	

*Reclassification of Existing Environmental Health Position*

A request was submitted to the Board for the reclassification of an existing position in Environmental Health. As a result of one clerical position being moved to Planning and Inspections for centralized permitting, the remaining clerical position in Environmental Health will absorb additional duties and responsibilities. The existing position is an Office Assistant III at a grade 57, with a salary range of \$18,931-\$28,207. The Regional Office of State Personnel in Greenville has reviewed this position and recommends that it be reclassified to an Office Assistant IV at a grade 59 with a salary range of \$20,788-\$30,978. Commissioner Allen moved to approve the requested reclassification of the Environmental Health position currently at a grade 57 to a grade 59 with a salary range of \$20,788-\$30,978. Commissioner Sampson seconded the motion which carried unanimously in a roll call vote.

**ANNUAL FINANCIAL REPORT FOR YEAR ENDED JUNE 30, 2001**

Mr. Lou Cannon and Mr. Charles Smith of McGladrey & Pullen presented the Comprehensive Annual Financial Report for the year ended June 30, 2001. The Board was informed that in all material aspects, an unqualified opinion was rendered. Mr. Cannon and Mr. Smith reviewed the analysis of revenues and expenditures with the Board with the following highlights: Revenue increases were cited in the areas of interest, charges for services, and a modest increase in sales tax. Revenue decreases were cited in inter-governmental payments. Craven County is ahead of the similar size county and state averages in both tax rate and collection rate. Expense increases were cited in the areas of culture and recreation, economic development, social services, and Education. It was also pointed out that the fund balance has decreased from the prior year from \$17.5 million to \$16.9 million. The unreserved portion of the fund balance decreased from 19.96% to 16.37%, although fund balance is still approximately twice the recommended minimum level. The unreserved fund balance is currently below the averages of the State and similar size counties for the year 2001; however, Mr. Cannon projected that the figures used for the comparison among similar size counties and the state, once updated, would likely show decreases during the current period as well. A clean opinion was rendered concerning compliance of eleven federal and state programs. The Board was also informed that McGladrey & Pullen, in conjunction with the Craven County Finance Department, is in the process of establishing online capability for the Comprehensive Annual Financial Report.

**REQUEST BY NEUSE SENIOR HOUSING**

Mr. William Taylor, Chairman of Neuse Senior Housing, presented a request that the Board endorse the facility's application for twelve (12) additional Medicaid beds. A moratorium has been placed on additional beds and the application will not be considered without justification of need and a request supported by the County. Mr. Taylor asked the Board to send a written request for fifteen (15) beds, to include 12 for Neuse Senior Housing, and three for another facility. Commissioner Allen moved to write in support of the request for fifteen additional beds in Craven County, seconded by Commissioner Talton and unanimously carried. During the discussion of the motion Commissioner Toon suggested that more beds may be needed; however, Mr. Taylor explained that there

are additional beds available in private facilities. Commissioner Tyson inquired about the potential impact this action would have on other facilities in the County and the potential financial impact on the County. Mr. Taylor assured the Board that there are no funds required of the County for this expansion, and no potential negative impact on other facilities.

### **COASTAL REGIONAL SOLID WASTE MANAGEMENT AUTHORITY REQUEST**

Allen Hardison, Executive Director of Coastal Regional Waste Management Authority, made a presentation to the Board concerning a permit modification application and requested that the Board schedule a public meeting. The Authority has submitted a proposed site permit modification to the Solid Waste Section of the Division of Waste Management and the first round of review has been favorable. Local government approval is now necessary, which requires a public meeting with thirty (30) days advance notice. After the public meeting there will follow an additional forty-five (45) day public comment period after which the transcript will be forwarded to the State. Mr. Hardison indicated that the Authority will be responsible for publicizing and facilitating the public meeting. He recommended that it be held on Monday, January 28, 2002 at 7:00 p.m. in the Commissioners' meeting room. Commissioner Tyson moved to set the public meeting, as recommended on January 28, 2002 at 7:00 p.m., seconded by Commissioner Allen and unanimously carried. Mr. Hardison emphasized that the public meeting is not a meeting of the Board of Commissioners and does not require the Commissioners' presence; however, Commissioners were encouraged to attend.

### **INFORMATION TECHNOLOGY PRESENTATION**

Craven County Information Technology Director, Dennis Holton, provided the Board information on the North Carolina Rural Access Internet Authority and the e-communities campaign. He explained the initiative of e:NC: Connecting North Carolina to a Better Future, a project to educate North Carolinians about the positive impact the internet can have on their lives. The campaign seeks to increase the adoption of technology and internet use, especially in rural areas. He explained that the Board would be responsible for establishing a committee, representing a cross section of the community to develop Craven County's plan for participation, and for designating a local communities champion. The first task of the committee will be to engage in fact finding, which would require no expenditure of funds by the County. Mr. Ken Wallace, Director of Business Programs at Craven Community College, was recommended to serve as the Community Champion. Other committee members recommended were Al Coley of Sprint, Thelma Chadwick of United Senior Services, Judy Hills of Eastern Carolina Council of Governments, Dave Bauer of Craven Community College, Jim Davis of Craven County Economic Development Commission, Billy Dunham of Craven County Cooperative Extension, and a designee of the Craven County Schools. In addition, Dennis Holton agreed to serve as Secretary and Rick Hemphill agreed to serve as Treasurer. Commissioner Talton moved to accept participation in the campaign, endorse Mr. Wallace as Community Champion and accept the recommended members of the Committee. Commissioner Sampson seconded the motion, which carried unanimously.

### **REVALUATION UPDATE**

Phil Nelson, Chief Appraiser, provided an update on the County's revaluation of 48,000 parcels. He reported that the agricultural and forestry land evaluation has been completed using the geographic information system. He reviewed the projected schedule for completion of all parcels and advised the Board that notices are expected to be mailed by the first of March, 2002.

Craven County Tax Administrator, Ronnie Antry, updated the Board on the property tax schedule, explaining that the payment schedule has been extended to Monday, January 7, 2002, inasmuch as January 5<sup>th</sup> is on a weekend. He also reminded the Board that the County offices will be closed on Monday, December 31<sup>st</sup> due to the County's floating

holiday policy; therefore the last day for paying taxes to be recorded in the year 2001 is December 28<sup>th</sup>. January 2, 2002 will be the first listing day. There was consensus among the Board that an effort should be made to notify the public of the office closing on Monday, December 31<sup>st</sup>.

### **COVE CITY FIRE DEPARTMENT REQUEST**

At the request of Commissioner Phillips, the Board allowed Mr. Keith McCoy, Chief of the Cove City Fire Department to speak. Mr. McCoy advised the Board that the new Cove City Fire Station, which is nearing completion, will require a driveway, at an approximate additional cost of \$15,000. This additional cost was not included in the original funding for the project because the Fire Department expected that the driveway project would be funded by the State Department of Transportation. The State distribution of funds for such projects has, however, been delayed by several months. The Fire Department requested that the County approve a loan for paving the driveway until the State funds are released. County Manager, Harold Blizzard, informed the Board that the State allocation has historically been limited to \$10,000 for similar projects; therefore a \$5,000 shortfall would be expected. Commissioner Tyson inquired about the bidding process for the estimate that was received. Mr. McCoy explained that two (2) bids had been solicited and one (1) received. Commissioner Tyson emphasized the importance of requiring two written bids. Commissioner Talton moved to advance the cost to the Cove City Fire Department, not to exceed \$15,000, with the understanding that it will be repaid to the County within twelve (12) months. The motion was seconded by Commissioner Phillips. During discussion an inquiry was made about the availability of the required funds in the Cove City Fire Department's fund balance; however, Finance Officer, Rick Hemphill, informed the Board that the fund balance would not be adequate to fund this amount. County Attorney, Jim Sugg, advised the Board that the County would be limited in making a loan to the Department and recommended that the County enter into a contract for services with the Fire Department. Commissioner Talton amended his motion to approving a contract for services not to exceed \$15,000 for the paving project, with the understanding that within twelve (12) months funds received from the State would be reimbursed to the County. The motion was seconded by Commissioner Phillips and unanimously carried in a roll call vote.

At 10:10 a.m. the Chairman declared a recess. The Board reconvened at 10:15 a.m.

### **APPOINTMENTS**

#### *Commissioners*

The appointments of Commissioners to boards and committees were considered and the following appointments were made:

*Commissioner Allen* – Health Board, Havelock Library Board, Smart Start, SDA Consortium

*Commissioner Bland* – Criminal Justice Advisory Board, Kellenberger Foundation, Tryon Palace Commission, CRSWMA (alternate), Vanceboro Library Board

*Commissioner Phillips* – Swiss Bear, Cove City Library Board, Local Emergency Planning Committee

*Commissioner Sampson* – Neuse Center (alternate), Craven Evaluation and Training Center, Juvenile Crime Prevention Council, Eastern Carolina Council of Governments

*Commissioner Talton* – SDA Consortium (alternate), New Bern Library Board, Swiss Bear (alternate), Craven Aging Planning Board, Economic Development Commission

*Commissioner Toon* – Civilian Military Community Council, Craven-Pamlico Transportation Committee

*Commissioner Tyson – Tourism Development Authority, Neuse Center*

*Health Board*

Commissioner Allen nominated Mark E. Leary to replace David Baxter on the Craven County Health Board. Commissioner Phillips moved to close nominations, seconded by Commissioner Talton, with Dr. Leary being appointed by acclamation.

*Water Advisory Board*

Commissioner Toon had previously recommended that East Craven Water District be represented on the Water Advisory Board. He moved that Leander Carter and Paul Ruffin be appointed to the Advisory Board to represent East Craven District. The motion was seconded by Commissioner Sampson and unanimously carried.

*Fire Tax Commissioners*

Mr. Toon advised the Board that Mr. N.W. Wixon, who served as a Fire Tax Commissioner for Township Five, is deceased. He nominate Adrian Becton to replace Mr. Wixon. Commissioner Sampson moved to close nominations, seconded by Commissioner Bland, with Mr. Becton being appointed by acclamation.

**COUNTY MANAGER’S REPORT**

*Industrial Park Asset Transfer Agreement*

County Manager, Harold Blizzard, presented the Industrial Park Asset Transfer Agreement, which follows, to the Board. The agreement was approved by the City of New Bern at their meeting of the Board of Alderman on December 11, 2001. He explained that the rate for out-of-city customers is being reduced from 150% of the in-city rate to 135% of the in-city rate. Commissioner Sampson moved to approve the transfer of the Industrial Park Water and Sewer Assets to the City of New Bern and the deed for the parcels of land that house the facilities and lines. Commissioner Talton seconded the motion, which carried unanimously in a roll call vote.

**STATE OF NORTH CAROLINA**

**INDUSTRIAL PARK ASSET  
TRANSFER AGREEMENT**

**COUNTY OF CRAVEN**

THIS INDUSTRIAL PARK ASSET TRANSFER AGREEMENT (“Agreement”), is made and entered into as of the \_\_\_day of December, 2001, by and between the CITY OF NEW BERN (“City”), a North Carolina municipal corporation, and the COUNTY OF CRAVEN (“County”), a body politic of the State of North Carolina, collectively referred to as the “Parties”.

**WITNESSETH:**

THAT WHEREAS, the City and County have investigated the feasibility of the transfer by the county to the City of the sewer and water system now owned and operated by the County that serves the Craven County Industrial Park; and

WHEREAS, the Parties have determined that it will be in the best interest of both the County and the City to proceed with such transfer in accordance with the provisions hereof.

NOW, THEREFORE, it is mutually agreed as follows:

## 1. Definitions

1.1. Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Section 1. The defined terms appearing in this Section are set forth in the Agreement in the exact capitalized form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical capitalized form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein.

1.1.1. "Agreement" – means this Asset Transfer Agreement.

1.1.2. "City" – means the City of New Bern, a municipal corporation duly established and existing pursuant to the laws of the State of North Carolina.

1.1.3. "Closing Date" – means 12:01 a.m. on January 16, 2002.

1.1.4. "County" – means Craven County, North Carolina, a body politic and corporate.

1.1.5. "County Industrial Park Sewer System" – means the unified system of pipes, conduits, pumping stations, force mains, and appurtenances for collecting and transmitting water-carried human wastes and other wastewater from residences, industrial establishments or any other buildings, as well as the various facilities and devices used in the treatment of sewage, industrial waste or other wastes of a liquid nature, including the necessary interceptor sewers, outfall sewers, lagoons, structures, pumping, power and other equipment and their appurtenances owned by the County that serves the Craven County Industrial park. It shall also include the rights-of-way, easements, and land parcels dedicated for the lines, pipes, and pump stations, as well as the land area described in various deeds marked as Exhibits B-1 and B-2 attached hereto. The assets comprising the County Industrial Park Sewer System include, but may not be limited to, those assets reflected on the drawings identified as "Water and Wastewater Improvements for Craven County Industrial Park, Craven County, North Carolina," dated November 30, 1981, and prepared by Moore, Gardner and Associates, Inc., and the drawings identified as "Sewer Facilities for Craven County Industrial Park, Township No. 8," dated October 1987, and prepared by North State, each on file in the Office of the New Bern City Engineer, reference to said drawings being made and the same specifically incorporated herein by reference.

1.1.6. "County Industrial Park Water System" – means the unified and independent system of pipes, lines, conduits and appurtenances for transmitting and distributing water to residences, industrial establishments or any other buildings, owned by the County that serves the Craven County Industrial Park, excepting that part of the water system that serves County Water Customers south of the U.S. Highway 70. It shall also include the rights-of-way, easements, and land parcels dedicated for lines, pipes, conduits, and pump stations, as well as the land area described in various deeds marked as Exhibits B-1 and B-2 attached hereto. The assets comprising the County Industrial Park Water System include, but may not be limited to, those water system assets reflected on the drawings identified as "Water and Wastewater Improvements for Craven County Industrial Park, Craven County, North Carolina," dated November 30, 1981, and prepared by Moore, Gardner and Associates, Inc., and the drawings identified as "New 250,000 Gallon Elevated Storage Tank, Craven County Park," dated April 1990, and prepared by Colonial Engineering, Inc., each on file in the Office of the New Bern City Engineer, reference to said drawings being made and the same specifically incorporated herein by reference.

1.1.7. "County Sewer Customers" – means those customers served by the County Industrial Park Sewer System as the Closing Date.

1.1.8. “County Water Customers” – means those customers served by the County Industrial Park Water System as of the Closing Date.

1.1.9. “CRSWMA” – means the Coastal Regional Solid Waste Management Authority, a regional solid waste management authority organized and existing pursuant to the provisions of Chapter 153A, Article 22 of the General Statutes of North Carolina.

1.1.10. “Leachate Agreement” – means that agreement entitled “Leachate Agreement” entered into between the CRSWMA and the City effective the 2<sup>nd</sup> day of October, 1996.

1.1.11. “Pretreatment Agreement” – means that agreement entitled “Wastewater Treatment and Pretreatment Agreement” entered into between the County and the City on the 30<sup>th</sup> day of June, 1989.

1.1.12. “Rest Area” – means the real property owned by the State of North Carolina and located at the intersection of U.S. Highway 70 East and S.R. 1225 (Clarks Road).

1.1.13. “Sewer Service Charges” – means those fees charged by the City to County Sewer Customers beginning on the Closing Date for the provision of sewer services to such customers.

1.1.14. “Systems” – means the County Industrial Park Sewer System and the County Industrial Park Water System, collectively.

1.1.15. “Treatment Contract” – means the agreement entered into between the County and the City on the 20<sup>th</sup> day of August, 1985 regarding the City’s agreement to provide treatment for up to 100,000 gallons of waste per day for the County Industrial Park Sewer System.

1.1.16. “Water Service Agreement” – means that agreement entered into between the County and the City on the 21<sup>st</sup> day of January, 1980 regarding the City’s agreement to provide water for the County Industrial Park Water System.

1.1.17. “Water Service Charges” – means those fees charged by the City to County Water Customers beginning on the Closing Date for the provision of water services to such customers.

## **2. Closing Documents**

**2.1. On the Closing Date, the County shall deliver to the City, appropriately executed and acknowledged, the following documents:**

- 2.1.1. A bill of sale in the form attached hereto as Exhibit A; and
- 2.1.2. Deeds in the forms attached hereto as Exhibits B-1 and B-2.

2.2. Should the City require any additional easements to maintain the Systems as a result of the Systems’ construction varying from drawings identified in Sections 1.1.5 and 1.1.6 herein, the County agrees to provide such easements to the City within a reasonable time upon request by the City.

### **3. Consideration**

3.1. As consideration for the County's transferring the Systems to the City, the City agrees to operate the Systems consistent with the terms and conditions of this Agreement.

3.2. As additional consideration for the County's transferring the Systems to the City, the City agrees to guarantee waste treatment capacity up to 100,000 gallons of waste per day for sewer customers located in the County Industrial Park with such sewer customers to pay Sewer Service Charges as provided in Section 8 of this Agreement.

3.3. The City affirms that the sewer line serving the County Industrial Park Sewer System is sufficient to serve in excess of 500,000 gallons of waste per day, and that the City presently has waste treatment capacity to process and treat an additional 400,000 gallons of waste per day. The Parties contemplate that the waste treatment needs of the County Industrial Park will increase over time, and as presently configured, the City's waste treatment capacity is sufficient to accommodate an additional 400,000 gallons of waste per day. As the waste treatment needs of the County Industrial Park will increase over time, and as presently configured, the City's waste treatment capacity is sufficient to accommodate an additional 400,000 gallons of waste per day. As the waste treatment needs of the County Industrial Park increase over time, the City recognizes that it is in the best interests of the City and County to accommodate such waste treatment needs, and therefore the City agrees to use its best efforts to accommodate such future waste treatment needs short of incurring a capital expense to increase the capacity of the City's waste treatment facilities. Given that the parties cannot predict with certainty the timeframe within which the waste treatment needs of the County Industrial Park will increase, nor the capacity requirements of any future customers, the City shall be under no obligation to provide sewer service in excess of the 100,000 gallons committed in Section 3.2. to future customers located in the County Industrial Park unless the City specifically agrees to serve such future customers.

3.4. The City agrees that it will not deny future sewer service to the Industrial Park based solely on the fact that the 500,000 gallon per day capacity of the force main connecting the County Industrial Park Sewer System to the City's sewer system lacks sufficient capacity as a result of sewer customers that are not located in the County Industrial Park and not affiliated with the County connecting to such force main subsequent to the Closing Date.

### **4. Condition as of Closing Date**

4.1. Provided that the Systems remain in their present condition, normal wear and tear excepted, the City shall accept the Systems in their "as is" condition as of the Closing Date.

4.2. Beginning on the Closing Date, the City shall undertake responsibility for the Systems, including maintenance and user billings.

### **5. Duty to Extend Service Lines**

5.1. The City shall have no duty or obligation to extend any service lines for the Systems, and nothing herein shall preclude the City from extending service lines for the Systems.

### **6. Water Service Charges**

6.1. Water Service Charges for County Water Customers, other than those identified in Section 6.2, shall be billed by the City beginning on the Closing Date at one hundred thirty-five percent (135%) of the standard "in-City" water service rates upon payment to the City of the sum of One Hundred and Fifty Thousand Dollars (\$150,000.00), which sum shall be paid to the City on the Closing Date. This one-time

payment in the total amount of One Hundred and Fifty Thousand Dollars (\$150,000.00) is paid by the County to the City to reduce the Water and Sewer Service Charges that the City will charge County Water and Sewer Customers from one hundred and fifty percent (150%) of the standard “in-City” rates to the one hundred thirty-five percent (135%) of the standard “in-City” rates. Beginning on the Closing Date, such County Water Customers shall be subject to the same service regulations and service fee increases as are applicable to all other water service customers served by the City with the one hundred and thirty-five percent (135%) service charge differential being maintained on any future increases of “in-City” water service rates. Under no circumstances shall the City increase the Water Service Charges for County Water Customers without increasing the City’s standard “in-City” water service rate.

6.2. Water Service Charges for water service to the Rest Area shall be charged at standard “out-of-City” rates.

## **7. Water Service Charge Collections and Accounts Receivable**

7.1. The County shall be responsible for billing and collecting all Water Service Charges for County Water Customers up to the Closing Date. As of the Closing Date, all Water Service Charges incurred by County Water Customers prior to the Closing Date and all accounts receivable shall remain the property of the County. After the Closing Date, all service charges and subsequent accounts receivable shall be the property of the City.

## **8. Sewer Service Charges**

8.1. Sewer Service Charges for County Sewer Customers, other than those Identified in Sections 8.2 and 8.3, shall be billed by the City after the Closing Date at one hundred and thirty-five percent (135%) of the standard “in-City” sewer service rates upon payment to the City of the sum of One Hundred and Fifty Thousand Dollars (\$150,000.00) as provided in Section 6.1. Beginning on the Closing Date, such County Sewer Customers shall be subject to the same service regulations and service fee increases as are applicable to all other sewer service customers served by the City with the one hundred and thirty-five percent (135%) service charge differential being maintained on any future increases of “in-City” sewer service rates. Under no circumstance shall the City increase the Sewer Service Charges for County Sewer Customers without increasing the City’s standard “in-City” sewer service rate

8.2. Sewer Service Charges for sewer service to CRSWMA shall be charged consistent with the Leachate Agreement. Nothing herein shall be construed to modify or terminate any provision of the Leachate Agreement.

8.3. Sewer Service Charges for Craven County Wood Energy shall be billed consistent with its current service charge arrangement with the County until the City, at the City’s sole expense, installs a sewer meter to measure the waste discharge of Craven County Wood Energy. Once the City installs said sewer meter, Sewer Service Charges for Craven County Wood Energy shall be billed consistent with Section 8.1 of this Agreement. The City shall use its best efforts to install the aforementioned sewer meter within sixty (60) days of the Closing Date.

8.4. The City shall charge County Sewer Customers the same rate for waste pretreatment as the City charges all of its sewer customers requiring such pretreatment should the waste of any County Sewer Customer require pretreatment (“Pretreatment Surcharge”).

## **9. Sewer Service Charge Collections and Accounts Receivable**

9.1. The County shall be responsible for billing and collecting all Sewer Service Charges for County Sewer Customers up to the Closing Date. As of the Closing Date, all Sewer Service Charges incurred by County Sewer Customers prior to the

Closing Date and all accounts receivable shall remain the property of the County. After the Closing Date, all service charges and subsequent accounts receivable shall be the property of the City.

**10. County Payment of Fees to the City under the Pretreatment Agreement**

10.1. The County shall pay to the City all sums due the City pursuant to the Pretreatment Agreement up to the Closing Date within thirty (30) days of the Closing Date.

**11. Dead Animal Transfer Site**

11.1. The County presently allows for the disposal of dead animals at a transfer Site located adjacent to the lagoon that is part of the County Industrial Park Sewer System. Said transfer site is comprised of a loading dock where a transfer container is stationed to receive dead animals.

11.2. Contemporaneous with the execution of this Agreement, the city hereby grants to the County a license to use the dead animal transfer site described in Section 11.1 consistent with the County's use prior to the execution of this Agreement. The City also grants to the County a license of ingress and egress over and upon the City's property at the lagoon site for the purpose of the County to continue its use of the dead animal transfer site. This license granted in this Section 11 shall not include any other real property that is conveyed to the City as part of this Agreement.

11.3. The term of the license granted in this Section 11 shall commence as of the effective date of this Agreement and terminate at such time as the County advises the City in writing that it is terminating the license granted herein, unless the license is sooner terminated pursuant to the provisions of Section 11.4.

11.4. The County agrees to operate the dead animal transfer site in compliance with any and all applicable laws, governmental rules, ordinances, and regulations pertaining to the operation of dead animal transfer sites. Should the County violate any such laws, rules, ordinances or regulations, the County shall cure such violation within ninety (90) days, and if not, the license granted herein shall immediately terminate.

11.5. The County, for itself and any party acting or claiming under or through it, including, without limitation, any of the County's agents, employees, invites, insurers, representatives, contractors, subcontractors or suppliers furnishings services to or using the dead animal transfer site, agrees to the extent that it may legally do so, to protect, indemnify, defend and hold harmless the City, its elected officials, employees, attorneys, agents, insurers and representatives from and against any and all loss, liability, damage or expense of any kind or nature whatsoever (including reasonable attorney's fees) and from any suits, claims or demands, arising in connection with any of the following:

11.5.1. Personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the use of the dead animal transfer site, by the County, or its contractors, employees, agents, or other representatives; or

11.5.2 From any condition or use of the dead animal transfer site pursuant to this license, or from any act of ingress or egress to and from the dead animal transfer site.

11.6. The indemnification obligation established in Section 11.5 shall specifically survive the termination of the license granted herein for a period of five (5) years.

**12. Assumption of Liabilities**

12.1. The City shall not assume, agree to pay, discharge or incur any liability of

The County related to, arising out of, or in connection with the transfer of the Systems that are the subject of this Agreement.

**13. Compliance with Law**

13.1. The County represents and warrants to the City that it has operated the Systems in compliance with, and is subject to no liabilities or fines under, any and all applicable laws, governmental rules, ordinances, regulations and orders pertaining to the operation of the Systems, or presence, management, release, discharge, or disposal of toxic or hazardous waste material or substances, pollutants (including conventional pollutants and human waste) and contaminants.

**14. Documents, Records, Drawings and Specifications**

14.1. The County shall provide to the City at the City's request copies of any And all documents, records, drawings and specifications relating to the operation and administration of the Systems that the City may reasonably require to maintain compliance with all applicable laws, governmental rules, ordinances and regulations, and to properly administer the operation of the Systems.

**15. Termination of Prior Agreements**

15.1. This Agreement supersedes the Pretreatment Agreement, Treatment Contract and the Water Service Agreement.

15.2. The agreements referenced in Section 15.1 are hereby terminated as of the Closing Date.

**16. County's Indemnification**

16.1. To the extent that it may legally do so, the County hereby agrees to Indemnify and hold the City harmless from and against any and all damages, losses, claims, liabilities, deficiencies and obligations of every kind and description, contingent or otherwise, arising out of or related to the County's operation of the Systems prior to the Closing Date, and any and all actions, suits, claims, proceedings, investigations, audits, demands, assessments, fines, judgments, costs and other expenses (including, without limitation, reasonable audit and attorney's fees) incident to any of the foregoing.

**17. Future Transfer of Remaining County Water System Serving Industrial Park**

17.1. The parties presently contemplate that the city will connect the County Water System that is being transferred to the City pursuant to this Agreement to the County water system that serves the Industrial Park south of U.S. Highway 70, and at such time, the County will convey the remaining water system, excluding the water tower and lines connecting the water tower to the County Water System, that serves the Industrial Park to the City. However, until such time, the County will continue to operate the County's remaining water system that serves the southern side of the Industrial Park and shall provide water usage information to the City on a monthly basis for those customers so that the City may generate sewer bills for such customers.

**18. Costs of Transaction**

18.1. The parties agree to equally share the surveying costs associated with this transaction, with the City paying the County one-half of such fees after the Agreement is executed by all parties and no later than the Closing Date. If for any reason this Agreement is not executed by the County, the County shall be solely responsible for all of the surveying costs incurred as result of the contemplated transaction.

18.2. Each party shall be solely responsible for all other costs incurred by each respective party, including without limitation, attorney's fees.

**19. Miscellaneous**

19.1. This Agreement sets forth the full understanding of the County and the City with regard to the Systems; and all prior negotiations and understandings with regard to the same are merged herein.

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

19.3. This Agreement shall be enforceable by each party hereto by all remedies available at law or in equity, including but not limited to specific performance. Failure or delay to exercise any right, remedy or privilege hereunder shall not operate as a waiver of such right, remedy or privilege nor prevent subsequent enforcement thereof. In the event that it becomes necessary to enforce this Agreement by any remedy, the party against whom enforcement is sought hereby agrees to waive any defense or sovereign immunity.

19.4. Each party agrees that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purpose and intent of this Agreement.

19.5. This Agreement shall be executed by the parties hereto in duplicate originals, each of which, when executed, shall constitute one and the same Agreement and one of which shall be retained by each party.

19.6. This Agreement shall be governed in accordance with the law of the State of North Carolina.

IN TESTIMONY WHEREOF, CITY has caused this instrument to be executed in its corporate name by its Mayor and its corporate seal to be affixed and attested by its City Clerk, and County has caused this instrument to be executed in its corporate name by its Chairman and its corporate seal to be affixed and attested by its Clerk, all as of the day and year first above written.

*Fran Mitigation Grant*

Mr. Blizzard advised the Board that a grant that had been submitted to FEMA for retrofitting Havelock High School to improve its capabilities as an emergency shelter has been approved in the amount of \$46,095, requiring no local match. The Board was requested to designate Mike Florence, Maintenance Director of the Craven County Board of Education, as the individual to oversee the project. The project will involve glass laminate, latching exterior doors, securing LP tanks, anchoring portable buildings, covering transoms and sidelights. Commissioner Sampson moved to accept the grant and designate Mike Florence as the individual to oversee the project, seconded by Commissioner Talton and unanimously carried.

**COMMISSIONERS' REPORTS**

*Commissioner Phillips* advised the public to scrutinize phone bills before paying because of suspected incidence of fraud on billings.

*Commissioner Allen* noted the alternation of the solid waste schedule for Christmas Day and New Year's Day.

*Commissioner Tyson* requested that the County Manager bring Stuart Daniels, Solid Waste Supervisor, to provide the Board an update on enforcement of the Junk Vehicle Ordinance. In addition, he congratulated County Manager, Harold Blizzard, on being recognized as County Manager of the Year by Eastern Carolina Council of Governments.

*Commissioner Toon* advised the public to be vigilant about rate increases on cable bills.

At 10:50 a.m. Commissioner Phillips moved to adjourn, seconded by Commissioner Talton and unanimously carried.

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Chairman C.W. "Pete" Bland  
Craven County Board of Commissioners

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Gwendolyn M. Bryan, Clerk