

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 THURSDAY, FEBRUARY 19, 2004. THE MEETING CONVENED AT 8:30 A.M.

MEMBERS PRESENT:

- Chairman George N. Brown, Jr.
- Vice Chairman Leon C. Staton
- Commissioner Lee Kyle Allen
- Commissioner Bill Harper
- Commissioner Perry Morris
- Commissioner Johnnie Sampson, Jr.
- Commissioner M. René Sisk

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 Allen and the Pledge of Allegiance, Commissioner Staton moved to approve minutes of the February 2, 2004 regular session, seconded by Commissioner Morris and unanimously carried in a roll call vote.

CONSENT AGENDA

Budget Amendments

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

Soil Conservation

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
101-4101-348-81-00 Neuse Basin Tech	\$ 2,000.00	101-4101-420-73-21 C/O \$500-\$4,999	\$ 2,000.00
TOTAL	\$ 2,000.00	TOTAL	\$ 2,000.00

Justification: Computer for Neuse Basin Tech as approved by Division of Soil and Water Conservation 8-19-2003.

7295 Meals

101-7295-377-26-00 HCCBG Congregate	\$ 1,854.00	101-7295-450-40-00 Contractual Services	\$ 3,708.00
101-7295-377-28-0 HCCBG Home Del	\$ 1,854.00		
TOTAL	\$ 3,708.00	TOTAL	\$ 3,708.00

Justification: Additional HCCBG money received. Match already budgeted.

Register of Deeds

101-1001-357-60-00	\$137,500.00	101-1001-400-45-02	\$135,000.00
Excise		State Excise	
		101-1001-400-11-13	\$ 2,500.00
		Reg of Deeds Pension	
TOTAL	\$137,500.00	TOTAL	\$137,500.00

Justification: Budget excise revenue being received to cover cost of 50% to State (\$135,000) plus a portion of revenues to the Special Register of Deeds Pension Plan (\$2,500).

Health/Maternity-5700

101-5700-370-08-00	\$ 9,679.00	101-5700-440-10-02	\$ 7,216.00
Title XIX Maternity		Salaries/Full-time	
		101-5700-440-11-01	\$ 552.00
		Benefits/FICA	
		101-5700-440-11-02	\$ 354.00
		Benefits/Retirement	
		101-5700-440-11-03	\$ 289.00
		Benefits/401K	
		101-5700-440-11-04	\$ 22.00
		Benefits/WC	
		101-5700-440-11-06	\$ 1,128.00
		Benefits/Health	
		101-5700-440-11-07	\$ 100.00
		Benefits/Dental	
		101-5700-440-11-08	\$ 7.00
		Benefits/Life	
		101-5700-440-11-09	\$ 11.00
		Benefits/Disab	
		The above is calculated on (9) pay periods at a grade 57 Step 2	
TOTAL	\$ 9,679.00	TOTAL	\$ 9,679.00

Justification: Amendment is to support the request of down grading a Processing Assistant IV previously funded by Smart Start, to a Processing Assistant III that will be funded by Maternal Health Medicaid earnings.

Non Departmental

JOURNAL ENTRY

371-0571-400-97-01	\$16,476.00	371-0000-101-00-00	\$16,476.00
Transfer to Fd 101		Cash	
101-0000-101-00-00	\$16,476.00	101-0560-366-07-00	\$16,476.00
Cash		Fr Fd 371 Reserve	

BUDGET AMENDMENT

371-0000-366-01-00	\$16,476.00	371-0571-400-97-01	\$16,476.00
Transfer fr Gen Fd		Transfer to Fd 101	

Budget Capital Reserve funds to cover
Equipment for Central Maintenance Garage
New location

101-0560-366-07-00 \$16,476.00
Fr Fd 371 Reserve

101-0560-400-73-21 \$16,476.00
C/O \$500-\$4,999

Justification: Budget funds in County Capital Reserve to be transferred to General Fund non departmental to cover the cost of equipment for the Central Maintenance Garage new location.

Tax Releases and Refunds

Craven County Tax Administrator, Ronnie Antry, submitted the following tax releases and refunds for the Board's approval. Commissioner Sisk moved for their approval, seconded by Commissioner Morris and unanimously carried in a roll call vote.

Credits

TAXPAYER NAME	TICKET #	AMOUNT
ALLEN, JACQUELINE L VACANT PROPERTY	2003-0000581	\$ 65.76
COLLINS, TONYA ANDRE NOT IN CRAVEN CO. 1/1/2002	2002-0010146	\$ 7.15
COLLINS, TONYA ANDRE NOT IN CRAVEN COUNTY 1/1/2003	2003-0010206	\$ 133.65
ELSON, TIMOTHY JOSEPH NOT LOCATED IN CRAVEN CO. 1/1/2003	2003-0015398	\$ 94.88
FOYE, SHIRLENE VACANT PROPERTY	2003-0017354	\$ 32.00
GURGANUS, MILDRED LOUISE THIS PARCEL EXEMPTED FROM DRAINAGE DISTRICT BY COM	2003-0020895	\$ 240.84
HINNANT, RONNIE L DID NOT OWN 1/1/1994	1994-0020667	\$ 29.14
HINNANT, RONNIE L DID NOT OWN 1/1/1995	1995-0020900	\$ 27.35
HINNANT, RONNIE L DID NOT OWN 1/1/1996	1996-0021479	\$ 24.84
HINNANT, RONNIE L DID NOT OWN 1/1/1997	1997-0021836	\$ 23.41
HINNANT, RONNIE L DID NOT OWN 1/1/1998	1998-0021896	\$ 21.86
HINNANT, RONNIE L DID NOT OWN 1/1/1999	1999-0022846	\$ 20.54
HINNANT, RONNIE L DID NOT OWN 1/1/2000	2000-0023496	\$ 20.31
HINNANT, RONNIE L DID NOT OWN 1-1-2001	2001-0023691	\$ 19.83

HINNANT, RONNIE L DID NOT OWN 1/1/2002	2002-0023977	\$ 26.78
HINNANT, RONNIE L DID NOT OWN 1-1-2003	2003-0024153	\$ 21.17
JULIAN, JASON WAYNE MILITARY – HIS NAME ONLY 03 LES-TX ECC-NONE (CAPT)	2003-0027915	\$ 20.58
MCNEIL, SAMUEL L & THELMA M GO DOUBLE LISTED WITH ACCT 4855770	2003-0033989	\$ 129.72
MCNEIL, SAMUEL L & THELMA M GO DOUBLE LISTED WITH ACCT 4855770	2002-0033735	\$ 139.53
MILLER, DONALD L DID NOT OWN 1/1/2003	2003-0034657	\$ 21.31
POWERS, RHIANNON JOAN DID NOT OWN 1/1/2003	2003-0040664	\$ 74.99
SMITH, MELVIN DOUBLE LISTED WITH ACCT #48279	2003-0046553	\$ 218.66
WHITE, EDNA STAFFORD DOUBLE LISTED WITH ACCT #22963	2000-0052657	\$ 190.86
WHITE, EDNA STAFFORD DOUBLE LISTED WITH ACCT #22963	2001-0052996	\$ 201.45
WHITE, EDNA STAFFORD DOUBLE LISTED WITH ACCT #22963	2002-0053792	\$ 174.60
WHITE, EDNA STAFFORD DOUBLE LISTED WITH #22963	2003-0054180	\$ 150.45

26 – CREDIT MEMO (S) \$ 2,131.66

Refunds

ALLEN, JACQUELINE L VACANT PROPERTY	1999-0000515	\$ 49.68
ALLEN, JACQUELINE L VACANT PROPERTY	2000-0000536	\$ 54.00
ALLEN, JACQUELINE L VACANT PROPERTY	2001-0000558	\$ 66.72
DANIELS, STUART W & JONI R SECOND HOME	2000-0011880	\$ 24.00
DANIELS, STUART W & JONI R SECOND HOME	2001-0012006	\$ 32.00
DANIELS, STUART W & JONI R SECOND HOME	2002-0012095	\$ 32.00

DANIELS, STUART W & JONI R
SECOND HOME

2003-0012205

\$ 32.88

7 – REFUND (S) \$ 291.28

Variance for FEMA Trailers

The Board considered a recommendation by the Planning Board to grant a variance at the request of the state and property owners for two trailers to be maintained on two parcels of land in the Harlowe area for more than 180 consecutive days. The Craven County Flood Damage Prevention Ordinance and federal laws prohibit travel trailers standing on property for more than 180 consecutive days; however the two trailers of concern are part of the FEMA Flood Recovery Program and were set up to assist home owners after Hurricane Isabel. The variance will allow the travel trailers to be maintained on the property until reconstruction of the home is completed. Commissioner Sisk moved to grant a variance allowing the two travel trailers to be maintained on the property until reconstruction is completed, seconded by Commissioner Morris and unanimously carried in a roll call vote.

Leasing Agreement for Flood Buyout Properties

The Board reviewed a request for approval of a leasing agreement for a parcel that was acquired through the Federal Hazard Mitigation Grant Program following Hurricane Floyd. In an effort to ensure that the property is adequately maintained, the County offered adjacent property owners the option to lease the buyout property located at 8115 River Road. It was recommended by the Planning Department that approximately two-thirds of the parcel be maintained by Mr. Edwin Averette and the remaining one-third maintained by Mr. Ray Silverthorne for a period of ten years, with either party having the ability to terminate the lease upon ninety days written notice. Commissioner Sisk moved for approval of the leasing agreement recommended by the Planning Department, seconded by Commissioner Morris and unanimously carried in a roll call vote.

COVE CITY LIBRARY EASEMENT

Ralph Potter, Chairman of the Cove City Library Board, requested that the Board of Commissioners allow the County Attorney to process any legal papers that need to be drawn for acquisition of a ten foot easement from the adjoining property owner at the new library site. Commissioner Allen moved to allow the County Attorney to do the work requested, with the provision that the legal requirements are met relative to the County and the adjacent property owner, seconded by Commissioner Staton and unanimously carried.

NORTH CAROLINA FORESTRY UPDATE

County Ranger, Kim Arrington, provided an update from the Forestry Service highlighting the activities and accomplishments of the past fiscal year, 2002-2003.

NEUSE CENTER QUARTERLY REPORT

Neuse Center Executive Director, Roy Wilson, provided the quarterly report for the Area Program/LME Local Business Plan. He advised the Board that Neuse Center will not be seeking additional County funds in the upcoming budget year but will ask for the same allocation as last year. He highlighted current programs.

1996 REFUNDING SCHOOL BONDS

Rick Hemphill, Finance Officer, presented the following resolution and requested its adoption. He advised the Board that the bonds were auctioned by the Local Government Commission on February 3, 2004 and sold to Wachovia Bank, the low bidder at 3.1953%. The savings resulting from the bond refunding total \$805,000. Commissioner

Morris moved to adopt the resolution, seconded by Commissioner Sampson and unanimously carried.

WHEREAS, the Local Government Commission of North Carolina has informed the Board of Commissioners of the sale of the County of Craven \$13,855,000 General Obligation Refunding Bonds, Series 2004, dated February 1, 2004 (the “Bonds”) and that the contract contemplates that the Bonds shall be payable and bear interest as hereinafter provided; and

WHEREAS, the Board of Commissioners of the County of Craven (the “Issuer”) desires to take such actions as are necessary to approve the terms of such sale and to authorize and/or confirm such other documents and actions contemplated by such sale: NOW THEREFORE,

BE IT RESOLVED by the Board of Commissioners of the Issuer, as follows:

1. The Board of Commissioners approves the sale of the Bonds to Wachovia Bank, National Association on the terms accepted by the Local Government Commission.

2. The Bonds shall mature on June 1 in the years and principal amounts and bear interest from their date payable on June 1, 2004 and semi-annually thereafter on December 1 and June 1 at the rates per annum, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2004	\$ 150,000	2.00%
2005	220,000	2.00
2006	225,000	2.00
2007	1,430,000	2.00
2008	1,395,000	2.25
2009	1,360,000	2.50
2010	1,325,000	3.00
2011	1,300,000	3.00
2012	1,275,000	3.125
2013	1,245,000	3.50
2014	1,225,000	3.375
2015	1,200,000	3.50
2016	1,175,000	3.50
2017	330,000	3.75

The refunding bond resolution adopted by the Board of Commissioners on February 2, 2004 shall be amended accordingly.

3. The Chairman and the Clerk of the Board of Commissioners, the County Manager, the Finance Officer and other officers of the Issuer are hereby authorized and directed to take all other actions necessary in connection with the sale and issuance of the Bonds and the effectuation of the purposes for which the Bonds are being issued.

4. This resolution shall become effective upon its adoption.

SENIOR SERVICES POSITION REQUEST

Social Services Director, Donn Gunderson, presented a request for approval to establish a full time Processing Assistant IV position to provide primary clerical support for the Craven County Senior Center. The position is at a salary grade 59, step II, and will require \$7,044 for eight pay periods for the remainder of the fiscal year effective February 25, 2004. The Board’s permission was sought to establish the position; however, the Board was advised that the money is already in the budget and that an allocation is not required. Commissioner Sampson moved to approve the establishment of the Processing Assistant IV position, as required, at a grade 59, step II, seconded by Commissioner Morris and unanimously carried.

HEALTH DEPARTMENT POSITION RECLASSIFICATION REQUEST

Craven County Health Department Nursing Director, Teresa Ellen, presented a request for approval on behalf of the Health Director to fill a vacant Processing Assistant position for the Maternity Clinic and to reclassify it. Commissioner Allen moved to approve the reclassification of the vacant Processing Assistant IV position to a Processing Assistant III, and to fill it as requested. The motion was seconded by Commissioner Staton and unanimously carried. No additional County dollars were requested for the position.

APPOINTMENTS

The Board was advised that the terms of Judy Cox, Jeffrey Croom, Lexanne Huffman, Vicky McDaniel and Caroline Tinsley on the Criminal Justice Advisory Board are due to expire at the end of March. Commissioner Allen moved to reappoint them effective upon the expiration of their terms, seconded by Commissioner Staton and unanimously carried. There was no motion to waive the one meeting waiting requirement, therefore ratification of these appointments will be placed on the Board's next agenda.

COUNTY MANAGER'S REPORT

Board of Commissioners First Monday Meeting in March

The Board was reminded that Commissioners would be attending the NACo Legislative Conference in Washington, D.C. February 28th through March 2nd, which would conflict with the Board's first Monday meeting in March. Commissioner Allen moved to cancel the first Monday meeting and to address any urgent business that should arise in a special meeting, if needed. Commissioner Sampson seconded the motion, which carried unanimously.

Joint Meeting with the Board of Education

The Board was advised that a previously scheduled joint meeting with the Craven County Board of Education for February 26th would not be possible due to conflicts in the schedules of several members of the Board of Education. It was the consensus of the Board of Commissioners to allow the Chairman to handle coordination of a date for rescheduling this meeting.

Property Acquisition

County Manager, Harold Blizzard, reported that the purchase of the Sumrell Sugg Building had closed and that the building is in good shape. He advised, however, that it needs modification for the County's usage.

Water and Sewer/Maintenance Building Update

Assistant County Manager, George Sawyer, reported that the new building that is to house the Garage Maintenance and Water and Sewer Departments is being built from the Water and Sewer Capital Reserve fund. He advised the Board that the Garage Maintenance Department will pay rent, which will reimburse the Water and Sewer enterprise fund for the portion of the building designated for the garage. He stated that \$16,476 would be needed for equipping the garage and requested approval to transfer this amount from the County's Capital Reserve to the Non-Departmental line in the General Fund to provide for the needed equipment. Commissioner Allen moved to approve transfer of \$16,476 from the County's Capital Reserve to the General Fund. Commissioner Morris seconded the motion, which carried unanimously in a roll call vote.

Interlocal Agreement with Craven Regional Solid Waste Management Authority

Allen Hardison, Executive Director of the Coastal Regional Solid Waste Management Authority, presented a request to the Board to authorize the Chairman to sign the following Interlocal Landfill Cap System Maintenance Agreement allowing the County to begin working with the help of the Coastal Regional Solid Waste Management Authority for addressing drainage issues at the regional landfill. He informed the Board that existing maintenance dollars that are available currently through the Solid Waste budget would be adequate presently, and if additional funds are needed the Board would receive a request at a later time. Commissioner Sampson moved to approve the following agreement, seconded by Commissioner Harper and unanimously carried. Commissioner Staton commented that a tour of the landfill would possibly be of interest to members of the public if one could be made available at some time in the future.

INTERLOCAL LANDFILL CAP SYSTEM MAINTENANCE AGREEMENT

This Agreement, made and entered into this 19th day of February, 2004, by and between COASTAL REGIONAL SOLID WASTE MANAGEMENT AUTHORITY, a regional solid waste management authority created pursuant to the laws of the State of North Carolina, and CRAVEN COUNTY, NORTH CAROLINA, a body politic of the State of North Carolina, is as follows:

WITNESSETH:

ARTICLE I

Definitions

Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Article. The defined terms appearing in this Article are set forth in exact form as 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 form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein.

1.1 “Agreement” – means this Interlocal Landfill Cap System Maintenance Agreement.

1.2 “Authority” – 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 and composed, as of the date hereof, of the North Carolina Counties of Carteret, Craven and Pamlico as member units of local government.

1.3 “Landfill Cap System” – means Craven County’s landfill cap system currently installed at the Craven County Landfill under landfill permit 25-03, issued by the Solid Waste Section of the Department, and related stormwater control systems necessary to the efficient operation thereof.

1.4 “Craven County” – means the North Carolina County of Craven, a member of the Authority.

1.5 “Craven County Landfill” – means the closed landfill formerly operated by Craven County as an operational landfill under permit number 25-03 issued by the Department. This landfill is now non-operational, closed and monitored in accordance with current and applicable laws and regulations. The Craven County Landfill is located east of the current closed and capped Authority interim regional landfill and a portion of the Authority long-term landfill.

1.6 “Department” – means the North Carolina Department of Environment and Natural Resources.

1.7 “Emergency” – means any event or condition which restricts or prevents the Authority from providing assistance to Craven County under this Agreement, regardless of the cause of the event or condition, and such events and conditions include, but are not limited to, Acts of God; governmental restraints, revocation of permits or injunctions; moratoriums; etc.

1.8 “Leachate” – means a liquid that has passed through or emerged from municipal solid waste and contains soluble, suspended, or miscible materials removed from such waste. For purposes of this Agreement, the term “Leachate” means leachate that is being created in the Craven County Landfill.

1.9 “Undertaking” – means the joint exercise by two or more units of local government, or the contractual exercise by one unit for one or more other units, of any power, function, public enterprise, right, privilege, or immunity of local government. For purposes of this Agreement, “Undertaking” is the joint exercise by the Authority and Craven County of the matters set forth in this Agreement.

ARTICLE II

Recitals

The following recitals are incorporated herein as an integral part of this Agreement:

1.

As codified in N.C.G.S. §130A-309.03, the North Carolina General Assembly has made Legislative findings of fact as follows:

- (a) Inefficient and improper methods of managing solid waste, including leachate, create hazards to public health, cause pollution of air and water resources and create public nuisances. ...
- (e) Certain solid waste, including leachate, due to its quantity; concentration; or physical, chemical, biological, or infectious characteristics; is exceptionally hazardous to human health, safety, and to the environment; such that exceptional attention to the transportation, disposal, storage, and treatment of the waste, specifically leachate, is necessary to protect human health, safety, and welfare; and to protect the environment.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants expressed herein, the parties agree as follows:

ARTICLE III

Authority for the Agreement

This Agreement is entered into pursuant to the authority set forth in the General Statutes of North Carolina, including but not limited to, N.C.G.S. Chapter 160A, Article 20, Part 1, “*Interlocal Cooperation*”.

ARTICLE IV

Purpose of Agreement

The purpose of this Agreement is:

1. To protect and enhance the environment and the health, safety and welfare of citizens residing within Craven County.
2. To provide for the maintenance of the Landfill Cap System.
3. To prevent the seepage of rain water into the Craven County Landfill, thereby reducing the production of Leachate therein, as the proximity of the Craven County Landfill to the Authority's facilities creates a shared and material interest among the parties in providing that all Leachate created in Craven County's Landfill is properly managed and contained.
4. To form an agreement pursuant to the provisions of N.C.G.S. §160A-461 evidencing an Undertaking by the parties to provide for maintenance and remedial action to the Landfill Cap System.

ARTICLE V

Duration

This Agreement shall be effective when approved by the respective governing bodies of each party, executed in duplicate counterparts and delivered to the respective parties. This Agreement shall continue in full force and effect for a period of one (1) year following execution by the Authority. Following the expiration of this Agreement, it may be renewed for additional periods as determined by mutual consent of the parties.

ARTICLE VI

Manner of Appointing Necessary Personnel

The personnel necessary for the execution of the Undertaking which is the subject of this Agreement shall be appointed by the respective parties, as necessary. The Executive Director of Authority shall act as its representative with respect to any and all work requested hereunder. Likewise, Craven County's Assistant Manager shall act as its representative with respect to any and all work requested hereunder.

ARTICLE VII

Method of Financing

The Undertaking which is the subject of this Agreement shall be paid for solely by Craven County. Unless otherwise agreed, Authority shall not have any responsibility with respect to the financing of or cost associated with the Undertaking, provided that Craven County shall have no obligation to pay or reimburse Authority for the use by Authority of Authority's equipment, personnel or on-site soil but, at the request of Authority, shall reimburse Authority for any fuel costs incurred by Authority for operation of the Authority's equipment and/or equipment leased for the purpose of this Agreement.

ARTICLE VIII

Ownership of Real Property

There will be no joint ownership of real property pursuant to this Agreement. Each party shall own its own real property.

ARTICLE IX

Amendment

This Agreement may not be modified or amended except by subsequent written agreement authorized by the governing bodies of each party and signed by authorized representatives of both parties.

ARTICLE X

Termination

Termination Without Cause Except as herein provided, this Agreement may not be terminated by either party without cause.

Termination For Cause Either party may terminate the Agreement for cause in the event of material breach by the other party of its obligations hereunder. In the event that a party elects to terminate this Agreement for cause, it shall give ninety (90) days written notice to the other party, within which time the other party shall have opportunity to cure any such breach. Except as otherwise provided in this Agreement, no party shall be considered in default of its obligations under this Agreement if the defaulting party, within thirty (30) days of written notice of default, begins and thereafter proceeds in good faith and with due diligence to cure any alleged event of default. The occurrence of an uncontrollable circumstance shall not be deemed a breach of this Agreement so long as the party experiencing such uncontrollable circumstance begins and thereafter proceeds in good faith and with due diligence to cure such uncontrollable circumstance.

Termination in the Event of Emergency This Agreement may be terminated or suspended by the Authority in the event of an Emergency.

ARTICLE XI

Responsibilities of Authority

At the request of Craven County's Assistant Manager and upon approval of Authority's Executive Director, Authority shall provide Craven County assistance with maintenance of Craven County's Landfill Cap System.

ARTICLE XII

Responsibilities of Craven County

Craven County shall pay in a timely manner any and all expenses incurred by Craven County and Authority incidental to the performance of this Agreement. In addition, Craven County shall provide to Authority requests, specifications and direction for any and all work to be performed by Authority hereunder, and shall obtain any and all permits or other governmental approvals that may be necessary in order to complete all work to be performed by the Authority hereunder.

ARTICLE XIII

Severability

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

ARTICLE XIV

Entire Agreement

This instrument contains the entire Agreement between the parties, and no statement, oral or written, made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding.

ARTICLE XV

Remedies

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.

ARTICLE XVI

Covenant of Further Assurances

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

ARTICLE XVII

Assignment

No assignment, delegation, transfer, or novation of this Agreement or any part thereof shall be made unless approved by both Authority and Craven County.

ARTICLE XVIII

Duplicate Originals

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

ARTICLE XIX

Governing Law

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

ARTICLE XX

Indemnity

Craven County shall indemnify the Authority against all expenses, liabilities and claims of every kind, including reasonable attorney's fees, incurred in favor of any person or entity arising out of either a failure by Craven County to perform any of the terms or conditions of this Agreement, or a failure by Craven County to comply with any law of any governmental authority which may arise in the course of the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the same having been approved by the respective governing bodies of both Authority and Craven County.

COMMISSIONERS' REPORTS

Commissioner Sampson commented on accomplishments of African Americans throughout history.

Commissioner Sisk expressed the opinion that the County should draft its own resolutions as opposed to passing along generic ones when requests are received.

Commissioner Staton commented that many recent experiences have brought his attention to the valuable work of volunteers in Craven County.

Commissioner Morris reported that he attended the Highway 17 Improvement Workshop with the County Manager and that improvements are scheduled to begin in 2005. He commended the emergency preparedness that was exhibited at West Craven High School during a recent threat of violence, and reported on the "New Bern First" campaign being initiated by the Tourism Development Authority.

Commissioner Allen commented that the Tourism Development Authority should promote the entire County, not just New Bern and urged the Commissioners to attend the upcoming Havelock Library opening.

Commissioner Brown presented the following resolution in recognition of North Carolina beekeepers for their upcoming spring conference in Craven County. Commissioner Sisk moved for its adoption, seconded by Commissioner Sampson and unanimously carried. Chairman Brown also shared correspondence recently received from State Representative Michael Gorman in response to a resolution which the Board adopted requesting stricter penalties for methamphetamine production and distribution.

RESOLUTION

WHEREAS, honey bees are indispensable to our food supply as pollinators of melons, fruits, vegetables, and hay crops; and

WHEREAS, the value of crops pollinated by honey bees in North Carolina exceeds \$97 million annually; and

WHEREAS, the value-added to U.S. crops by honey bee pollination totals \$14.6 billion annually; and

WHEREAS, there are some 12,000 beekeepers in North Carolina who tend 110,000 colonies; and

WHEREAS, the North Carolina State Beekeepers Association, having been in existence since 1917, is the largest active association of its kind in the United States with more than 1,200 members; and

WHEREAS, North Carolina sales of honey, beeswax, and other hive products exceed \$10 million annually; and

WHEREAS, the 2004 North Carolina State Beekeepers Association Spring Convention will be a two-day event on March 12 and 13, 2004 at Orringer Auditorium, on the campus of Craven Community College.

NOW, THEREFORE, BE IT RESOLVED, that the Craven County Board of Commissioners is proud to have the opportunity to join with the active members of the Craven-Pamlico Chapter of the North Carolina State Beekeepers Association in welcoming the 300 anticipated attendees of the Association's Spring Convention in Craven County.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Craven County Board of Commissioners hereby expresses its support of this valuable craft and promotes cooperation among beekeeping advocates by designating Saturday, March 13, 2004 as "**NORTH CAROLINA BEEKEEPERS DAY IN CRAVEN COUNTY**".

Adopted this 19th day of February, 2004.

At 9:55 a.m. Commissioner Staton moved to adjourn, seconded by Commissioner Sampson and unanimously carried.

Chairman George N. Brown, Jr.
Craven County Board of Commissioners

Gwendolyn M. Bryan
Clerk to the Board