

**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, JUNE 15, 2009. THE MEETING CONVENED AT 8:30 A.M.**

**MEMBERS PRESENT:**

- Chairman Jason R. Jones
- Vice Chairman Theron McCabe
- Commissioner Lee Kyle Allen
- Commissioner Perry L. Morris
- Commissioner Johnnie Sampson, Jr.
- Commissioner M. Renée Sisk
- Commissioner Steve Tyson

**STAFF PRESENT:**

- Harold Blizzard, County Manager
- Ray H. Moser, Assistant County Manager
- Richard F. Hemphill, County Finance Officer
- Gwendolyn M. Bryan, Clerk to the Board
- Jim Hicks, County Attorney

Following an invocation by Commissioner Sampson, Commissioner Sampson moved to approve minutes of the June 1, 2009 regular session and June 4, 2009 reconvened session, seconded by Commissioner McCabe and unanimously carried.

**CONSENT AGENDA**

*Budget Amendments and Ordinance Updates*

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

*Register of Deeds*

<b>REVENUES</b>	<b>AMOUNT</b>	<b>EXPENDITURES</b>	<b>AMOUNT</b>
101-1001-357-28-00 Children's trust fnd	\$600.00	101-1001-400-45-01 Children's trust fnd	\$600.00
101-1001-357-31-00 State marriage license	\$2,000.00	101-1001-400-45-03 state marriage license	\$2,000.00
101-1001-357-15-00 Flood plain mapping	\$4,000.00	101-1001-400-45-15 Flood plain map ex	\$4,000.00
<b>TOTAL</b>	<b>\$6,600.00</b>	<b>TOTAL</b>	<b>\$6,600.00</b>

**Justification:** ROD fees have exceeded the original budget. Need to budget the revenue in order to submit to the State.

*Rescue Squads*

101-2825-357-53-00 Nw br/crvn rescue fee	\$5,000.00	101-2825-410-33-10 nw brn/crvn 90% collection	\$4,500.00
		101-2801-410-40-03 Collection cost	\$500.00
101-2827-357-510-00 Ft. Barnwell rescue fee	\$5,000.00	101-2827-410-33-10 Ft. Barnwell 90% collection	\$4,500.00
		101-2801-410-40-03 Collection cost	\$500.00

101-2828-357-49-00	\$10,000.00	101-2828-410-33-10	\$9,000.00
Bridgeton rescue fee		Bridgeton 90% collection	
		101-2801-410-40-03	\$1,000.00
		Collection Cost	
101-2830-357-52-00	\$10,000.00	101-2830-410-33-10	\$9,000.00
Cove City Rescue Fee		Cove City 90% collection	
		101-2801-410-40-03	\$1,000.00
		Collection Cost	
101-2831-357-56-00	\$5,000.00	101-2831-410-33-10	\$4,500.00
Twp #7 Rescue Fee		Twp #7 90% Collection	
		101-2801-410-40-03	\$500.00
		Collection Cost	
TOTAL	\$35,000.00	TOTAL	\$35,000.00

**Justification:** Ambulance billing fees exceeding amount budgeted. Need to budget increase to pay squads 90%.

***DSS 7295 Senior***

101-7295-336-39-00	\$300.00	101-7295-450-32-31	\$300.00
General Donations		Donation Senior	
TOTAL	\$300.00	TOTAL	\$300.00

**Justification:** Raffle money collected and donation for quilt frame over budget amount.

***Assessor***

362-0000-329-00-00	\$9,461.00	362-0804-400-97-02	\$9,461.00
Interest		to County Reserve	
TOTAL	\$9,461.00	TOTAL	\$9,461.00

**Justification:** Budget interest received. Needed to close project.

***Sheriff***

387-0000-329-00-00	\$6,976.00	387-2001-410-40-00	\$3,976.00
Interest		Contractual Services	
TOTAL	\$6,976.00	TOTAL	\$6,976.00

**Justification:** Budget Interest received. Needed to close project.

**ORDINANCES:**

**Mapping Project  
Fund 362**

This ordinance is hereby amended in the following amounts for expenditures for the Mapping Project.

Expenditures:

Travel/Training	\$ 26,234.00
Contractual Services	\$ 63,070.00
Capital Outlay	\$ 24,761.00
To County Reserve	\$ 45,396.00



TOTAL \$159,461.00

The following revenues are hereby approved for the Mapping Project.

Revenues:

Interest \$ 9,461.00
County Reserve \$150,000.00

TOTAL \$159,461.00

This ordinance is hereby adopted this 15th day of June, 2009.

Recreation – NWC Park
Fund 365

This ordinance is hereby amended in the following amounts for expenditures for the Recreation – NWC Park Project.

Expenditures:

Signs \$ 3,464.00
Playground Construction \$ 28,177.00
Building \$ 72,764.00
Athletic Field \$326,357.00
Tennis Court \$146,625.00
Engineering \$ 32,783.00
General Construction \$389,830.00

TOTAL \$1,000,000.00

The following revenues are hereby approved for the Recreation – NWC Park Project.

Revenues:

Recreation State Trust Fund \$ 500,000.00
Loan Proceeds \$ 500,000.00

TOTAL \$1,000,000.00

This ordinance is hereby approved this 15th day of June, 2009.

New World Software
Fund 387

This ordinance is hereby amended in the following amounts for expenditures for the New World Software Project.

Expenditures:

Other Supplies \$ 27,297.00
Contractual Services \$418,290.00
Capital Outlay \$285,403.00
Administration \$ 216.00

TOTAL \$731,206.00

The following revenues are hereby approved for the New World Software Project.

Revenues

From County General Fund	\$435,830.00
From County General Fund – E 911 Wireless	\$288,400.00
Interest	\$ 6,976.00
<b>TOTAL</b>	<b>\$731,206.00</b>

This ordinance is hereby adopted this 15<sup>th</sup> day of June, 2009.

*Request to Set Public Hearing on CAMA Core Land Use Plan*

The Board was requested to set a public hearing for July 20, 2009 at 8:30 a.m. to hear comments regarding the County’s CAMA plan. The plan has already been approved by the Planning Board. Commissioner Morris moved to set a public hearing for July 20, 2009 at 8:30 a.m., as requested, seconded by Commissioner McCabe and unanimously carried in a roll call vote.

*Subdivisions for Approval*

Craven County Planning Director, Don Baumgardner, submitted the following subdivisions for the Board’s approval. Commissioner Morris moved for their approval, seconded by Commissioner McCabe and unanimously carried in a roll call vote.

Beatrice Riggs Division – Final: The property, owned by Beatrice Riggs and surveyed by Terry Wheeler, is located within Twp. 3 off of NC Hwy 55. The subdivision contains 1 lot on 1.66 acres and is proposed to be served by an individual septic system and community water.

Stephen T. and Nina H. Ward Division – Final: The property, owned by Stephen and Nina Ward and engineered by Joe L. Riddick, is located within Twp. 1 off of SR 1400 (River Road). The subdivision contains 2 lots on 6.91 +/- acres and is proposed to be served by community water and individual septic systems.

The Lakes at Antioch Section I, Phase III – Final: The property, owned by LRH Development, LLC and surveyed by Brad Suitt, is located within Twp. 2 off of SR 1443 (Antioch Road). The subdivision contains 2 lots on 3.62 acres (1 duplex unit) and is proposed to be served by community water and individual septic systems.

*Ambulance Service Name Change*

Emergency Services Director, Stanley Kite, requested to change the name of Craven Regional Medical Center Ambulance Franchise to Carolina East Health System EMS due to the change in name adopted by the hospital authority. Commissioner Morris moved to change the name of Craven Regional Medical Center Ambulance Franchise to Carolina East Health System EMS, as requested, seconded by Commissioner McCabe and unanimously carried in a roll call vote.

*Tax Releases and Refunds*

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

*Credits*

<b>TAXPAYER NAME</b>	<b>TICKET#</b>	<b>AMOUNT</b>
KIRKLAND, CARLA ELKS LISTED AS REAL ESTATE 1/1/2008	2008-0031899	\$430.56

OMNI GROUP THE BILLED INCORRECTLY OWNER/REBILLED	2008-0042623	\$2,469.76
WILLIAMS, BURT SWMH LISTED ON ACCT #62959	2008-0092005	\$66.01
	3 – CREDIT MEMO (S)	\$2,966.33

*Refunds*

BROOME, JAMES FRANKLIN & EDNA REAL ESTATE DOUBLE BILLED	2007-0006514	\$791.41
LONG, DOUGLAS REBILLING FOR TOWN OF BRIDGETON	2008-0034639	\$262.97
LONG, DOUGLAS REBILLING FOR TOWN OF BRIDGETON	2007-0034097	\$247.36
MOORE, JOYCE W HOUSE UNOCCUPIED SINCE 2007	2008-0039691	\$36.00
WILLIAMS, EDNA UNOCCUPIED SINCE 2006	2007-0090049	\$32.00
WILLIAMS, EDNA MH UNOCCUPIED SINCE 2006	2007-0060037	\$36.00
WILLIAMS, EDNA MH UNOCCUPIED SINCE 2006	2008-0092010	\$36.00
	7 – REFUND (S)	\$1,441.74

*Resolution of Support for the NC Highway 43 South Connector*

Troy Smith submitted a request to the Board for adoption of the following resolution of support for the NC Highway 43 South Connector. Commissioner Morris moved to adopt the following resolution, as requested, seconded by Commissioner McCabe and unanimously carried.

STATE OF NORTH CAROLINA  
COUNTY OF CRAVEN

RESOLUTION OF SUPPORT FOR THE NORTH  
CAROLINA HIGHWAY 43 SOUTH CONNECTOR

THAT WHEREAS, the economic development of Craven County is dependent upon adequate vehicular access, particularly highway access that supports commercial development; and

WHEREAS, the N.C. Highway 43 North Connector will be open for use in June 2009, and will provide the much-needed access for industry and economic development north of U.S. Highway 70; and

WHEREAS, the Board of Commissioners of Craven County recognizes that the construction of the N.C. Highway 43 South Connector from the terminus of the

North Connector at U.S. Highway 70 to U.S. Highway 17 is critical to maximize economic development in Craven County and the surrounding area; and

WHEREAS, the North Carolina Department of Transportation has all necessary state and federal permits for the construction of the N.C. Highway 43 South Connector; and

WHEREAS, the property owners through which the N.C. Highway 43 South Connector would be constructed have made offers to donate the necessary right-of-way at no cost to taxpayers or to the North Carolina Department of Transportation; and

WHEREAS, the N.C. Highway 43 South Connector is "shovel ready," but has not been funded for construction; and

WHEREAS, additional funding sources recently have developed as a result of federal governmental action to restore national economic stability; and

WHEREAS, a delay in funding and construction of the N.C. Highway 43 South Connector will result in the expiration of state and federal permits and the loss of the right-of-way donation offers; and

WHEREAS, failure to immediately pursue the construction of the N.C. Highway 43 South Connection will likely result in the delay of its construction for at least another decade; and

WHEREAS, by this resolution, the Board of Commissioners of Craven County desires to declare its request and support for the immediate construction of the N.C. Highway 43 South Connector.

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

THAT Craven County hereby declares its request and support for the immediate construction of the N.C. Highway 43 South Connector to connect U.S. Highway 70 to U.S. Highway 17.

ADOPTED THIS 15<sup>th</sup> DAY OF JUNE, 2009.

### **DENTAL PROGRAM UPDATE**

A summary of issues with the Health Department's Dental Program was presented. As a result, a proposed contract for the dentist was introduced. Health Director, Scott Harrelson, explained that in the proposed contract, the program is going from the current flat rate contract to a productivity contract, and it has the potential of being self-supporting. He hopes to set aside \$10,000-\$12,000 this year for charity care, and a long range goal is to set aside enough to take care of repairs. Commissioner Allen moved to approve the proposed contract as presented, seconded by Commissioner Sisk and unanimously carried.

### **FIRE DEPARTMENT AND RESCUE SQUAD AGREEMENTS**

The Board was advised that contract renewals with Craven County volunteer fire departments and rescue squads are due July 1. It was proposed that the new agreements include a provision which will require fire departments and rescue squads to comply with conflict of interest requirements of the State, as well as adopting a County conflict of interest policy, as follows. Commissioner Allen moved to approve modification to Fire

and Rescue Squad agreements and to adopt a County conflict of interest policy, as follows, seconded by Commissioner Morris and unanimously carried.

### **Fire Department Agreement**

19. As the source of funding hereunder is from tax receipts of the County, Fire Department acknowledges that the County is required to ensure proper accountability and use of the same. Consequently, as an express condition of this Agreement, Fire Department agrees that it shall comply with all legal requirements as related to conflicts of interest, including but not limited to Chapter 55A, Article 8 of the North Carolina General Statutes. Further, prior to receiving any payment hereunder, Fire Department shall adopt and maintain that certain "Conflict of Interest Policy", attached hereto as Attachment "A".

### **Rescue Squad Agreement**

16. As the source of funding hereunder is from tax receipts of the County, Rescue Squad acknowledges that the County is required to ensure proper accountability and use of the same. Consequently, as an express condition of this Agreement, Rescue Squad agrees that it shall comply with all legal requirements as related to conflicts of interest, including but not limited to Chapter 55A, Article 8 of the North Carolina General Statutes. Further, prior to receiving any payment hereunder, Rescue Squad shall adopt and maintain that certain "Conflict of Interest Policy", attached hereto as Attachment "A".

## **CONFLICT OF INTEREST POLICY**

*[Organization Name]*

The purpose of this Conflict of Interest Policy is to protect the interests of the *[Organization Name]* (hereinafter the "Corporation") when entering into a transaction or arrangement that might benefit the private interests of a director, officer, member, or employee of the Corporation, under certain circumstances specified below. The terms of this policy are intended to supplement any statutory provisions regarding conflicts of interest, and are in no way intended to limit any applicable federal or state laws governing conflicts of interest. To the extent of any such conflict, the applicable law shall control over this Policy.

### **ARTICLE 1**

#### **Conflict of Interest of Directors and their Spouses**

For purposes of this Policy:

A. A director conflict of interest transaction is a transaction with the Corporation in which a director, or spouse thereof (for purposes of this Article 1, hereafter "director" regardless of which) of the Corporation has a direct or indirect interest. A director conflict of interest transaction is not voidable by the Corporation solely because of the director's interest in the transaction if any one of the following is true:

- (1) The material facts of the transaction and the director's interest were disclosed or known to the board of directors or a committee of the board and the board or committee authorized, approved, or ratified the transaction; or
- (2) The material facts of the transaction and the director's interest were disclosed or known to the members entitled to vote and they authorized, approved, or ratified the transaction; or
- (3) The transaction was fair to the Corporation.

B. For purposes of this section, a director of the Corporation has an indirect interest in a transaction if:

- (1) Another entity in which he has a material financial interest or in which he is a general partner is a party to the transaction; or

- (2) Another entity of which he is a director, officer, or trustee is a party to the transaction and the transaction is or should be considered by the board of directors of the corporation.

C. For purposes of subdivision (A)(1) of this Article, a director conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the directors on the board of directors (or on the committee) who have no direct or indirect interest in the transaction, but a transaction shall not be authorized, approved, or ratified under this section by a single director. If a majority of the directors who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under this section. The presence of, or a vote cast by, a director with a direct or indirect interest in the transaction does not affect the validity of any action taken under subdivision (A)(1) of this Article if the transaction is otherwise authorized, approved, or ratified as provided in that subdivision. When such a conflict exists, said director should not deliberate or vote on the matter in question, and should be recused from the same by motion and vote of the remaining directors.

D. For purposes of subdivision (A)(2) of this Article, a director conflict of interest transaction is authorized, approved, or ratified by the members if it receives a majority of the votes entitled to be counted under this subsection. Votes cast by or voted under the control of a director who has a direct or indirect interest in the transaction, and votes cast by or voted under the control of an entity described in subdivision (B)(1) of this Article, shall not be counted in a vote of members to determine whether to authorize, approve, or ratify a conflict of interest transaction under subdivision (A)(2) of this Article. The vote of these members, however, is counted in determining whether the transaction is approved under other sections of this Article. A majority of the votes, whether or not present, that are entitled to be cast in a vote on the transaction under this subsection constitutes a quorum for the purpose of taking action under this section. When such a conflict exists, said director should not deliberate or vote on the matter in question, and should be recused from the same by motion and vote of the remaining directors.

## **ARTICLE 2**

### **Conflict of Interest of Non-Directors and their Spouses**

For purposes of this Policy:

A. A non-director conflict of interest transaction is a transaction with the Corporation in which an officer, member or employee of the Corporation, or spouse thereof (hereafter "interested person") of the Corporation has a direct or indirect interest. For purposes of this policy, an interested person has an indirect interest in a transaction if:

- (1) Another entity in which he has a material financial interest is a party to the transaction; or
- (2) Another entity of which he is a director, officer, member or employee is a party to the transaction and the transaction is or should be considered by the board of directors of the Corporation.

B. An interested person should, as soon as reasonably practical, notify the Board of Directors of such interest. The interested person shall refrain from any attempt to influence the same, including but not limited to preparing, evaluating, executing, administering and enforcing any part of the transaction or terms thereof.

C. Failure to disclose any direct or indirect interest in a transaction shall not void the action taken by the Corporation, but shall subject the interested person to disciplinary action, including but not limited to immediate removal or termination from their respective position(s).

**ARTICLE 3****Prohibition on Accepting Gifts, Gratuities and Entertainment**

A director, officer, member or employee of the Corporation, or any spouse thereof, is prohibited from accepting gifts, entertainment, or other favors from any individual or entity that:

- (i) does or is seeking to do business with the Corporation; or
- (ii) has received, is receiving, or is seeking to receive a loan or grant, or to secure other financial commitments from the Corporation,

under circumstances where it might be inferred that such action was intended to influence or possibly would influence the individual in question. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value that are not related to any particular transaction or activity of the Corporation.

**ARTICLE 4****Exceptions**

Except as otherwise provided herein, the following are not considered to be a conflict of interest or otherwise prohibited by this Policy;

- A. Reimbursements for responding to calls, or any decision as related to the amount of such reimbursement, as long as the same is applied to all individuals based on their respective classification or employment.

**Rescue Squad Agreement**

16. As an express condition of this Agreement, Rescue Squad agrees that it shall not compensate, or enter into any contract with, any member, director or officer of the Rescue Squad for service or property. The provisions of this Paragraph 16 shall not prohibit the Rescue Squad from reimbursing such individuals for responding to calls, or for paying wages to employees of the Rescue Squad within the scope of such employment.

**PLANNING MATTERS***Highway 70 Zoning Ordinance Update*

Craven County Planning Director, Don Baumgardner, introduced Jason Frederick to present a re-cap of the process that the Planning Board and staff have undertaken concerning the development of the U.S. 70 Corridor Zoning Ordinance. The main objective is seen as protection for residential property owners.

Landscaping, outdoor lighting, sign regulations, off-street parking were deemed more appropriate for municipal ordinances and have been removed or modified to make provisions more enforceable for the County. Mr. Baumgardner stated that this type of ordinance requires heavier maintenance and enforcement capability. Mr. Frederick provided an overview of a revised ordinance, which is broken into three districts: residential, commercial and mixed use, highlighted additions and changes. Areas covered would include the entirety of Twp. 7 and a portion of Twp. 6 outside of Havelock city limits up to the boundary of Twp. 7. It was the consensus of the Board to schedule a work session for 4:30 p.m. July 6, preceding the regular session to further discuss the proposed ordinance.

*Update on CDBG Federal Stimulus Housing Grant*

At the June 1<sup>st</sup> meeting, the Chairman was authorized to sign the CDBG Stimulus Housing Grant Application. The Board was advised that on June 12 the Planning staff submitted an application for housing improvements that were shown in the previous FY08 Target Area in James City (Kennedy and John Streets). The grant request was for \$500,000 with no County match funds required to undertake the housing portion of the project. Once the grant is awarded, the project would need to commence within 120 days.

*CDBG Grant Application for Infrastructure in James City*

The Planning Department requested that the Board authorize the Chairman to sign a letter of intent to apply for \$400,000 in CDBG grant funding to perform infrastructure upgrades in the James City Community, to include roads, sewer system, waterlines and surface water drainage. Mr. Baumgardner stated that, if funded, the required 5% match from the County, amounting to \$20,000, would not be needed until the next budget cycle. Commissioner Sampson moved to authorize the grant application, seconded by Commissioner Tyson and unanimously carried.

**CONSIDERATION OF BUDGET ORDINANCE FOR ADOPTION**

County Manager, Harold Blizzard, presented the FY 2009-2010 Budget Ordinance for the Board’s consideration, as follows. Commissioner Sisk moved to adopt the FY 2009-2010 Budget Ordinance, seconded by Commissioner McCabe and unanimously carried in a roll call vote.

**SECTION I**

The following amounts are appropriated for expenditure in the General Fund for the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Commissioners	\$ 390,314
Special Appropriations	\$ 445,029
Administration	\$ 634,643
Human Resources	\$ 408,016
Information Technology	\$ 967,881
GIS Mapping	\$ 347,176
Finance	\$ 745,169
Non Departmental	\$ 878,000
Pass Through	\$ 195,495
Contributions to Other Funds	\$ 45,000
Elections	\$ 323,601
Tax Assessor	\$ 900,586
Tax Collector	\$ 551,875
Register of Deeds	\$ 832,505
Public Buildings	\$ 4,548,838
Court Facilities	\$ 745,151
Maintenance	\$ 472,900
Central Maintenance Garage	\$ 309,138
Sheriff	\$ 5,138,503
Jail	\$ 3,445,406

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Communications	\$ 516,914
Criminal Justice Partnership Program	\$ 99,543
Fire Marshall/ Emergency Management	\$ 336,764
Inspections	\$ 451,021
Medical Examiner	\$ 69,000
Rescue Squads	\$ 1,483,695
Solid Waste	\$ 3,743,460
Planning	\$ 575,494
Soil Conservation	\$ 116,682

**SECTION I (continued)**

Cooperative Extension	\$ 343,133
Economic Development	\$ 303,488
Health	\$ 9,910,366
Mental Health	\$ 272,827
Transportation – CARTS	\$ 1,281,110
Elderly Handicap	\$ 63,500
General Public Transportation	\$ 145,242
CARTS – WORK FIRST	\$ 22,654
Veterans Services	\$ 132,451
Social Services	\$ 19,502,687
Recreation	\$ 865,321
Libraries	\$ 1,245,960
Convention Center	\$ 1,313,923
Craven County Schools	
Current Expense	\$ 17,189,275
Current Expense – Technology	\$ 50,000
Current Expense - Late List Penalty	\$ 70,000
Current Expense - Payment in Lieu of Taxes	\$ 93,000
Capital Outlay	\$ 900,000
Transfer to Debt Service Fund	\$ 3,595,394
Craven Community College	
Current Expense	\$ 3,255,130
Capital Outlay	\$ 75,000
Debt Service Principal	\$ 100,000
Debt Service Interest	\$ 56,200

**TOTAL** **\$ 90,504,460**

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**SECTION II**

It is estimated the following revenues will be available in the General Fund for the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Current Year's Property Taxes	\$	37,270,427
Prior Year's Property Taxes		205,000
Vehicle Property Taxes		4,793,624
Prior Year's Vehicle Property Taxes		375,000
Late Listing Penalty		70,000
Annual Fee (Solid Waste/Recycling)		1,490,376
In Lieu of Taxes		198,000
Penalty and Interest		234,275
Interest - Investments		804,000
Miscellaneous Revenue		150,940
Donations/Contributions		63,590
Beer & Wine State		175,000
One Cent Sales Tax		5,711,585
One Half Cent Sales Tax – Article 40		4,019,698

**SECTION II (Continued)**

One Half Cent Sales Tax – Article 42		3,678,683
One Half Cent Sales Tax –Article 44		327,206
Alcoholic Beverage Control		273,000
Grants – Other		27,050
State Revenues		14,337,788
State Grants		1,589,660
Court Fees		310,000
Sheriff Fees		145,000
First Party Payment for Services		81,420
Third Party Payment for Services		333,465
Fees for Services		5,142,275
Transfers In From Other Funds		1,680,191

Inter-Departmental	465,666
Inter-Governmental	828,549
Medicaid	2,411,450
Medicare	1,581,318
Medicaid Maximization	426,683
Federal Revenue	323,819
Fund Balance Appropriated	979,722
<b>Total</b>	<b>\$90,504,460</b>

### SECTION III

The following amount is appropriated to the Seized Property – Sheriff’s Department Fund for the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Expense:

Miscellaneous	\$3,200
<b>Total</b>	<b>\$3,200</b>

It is estimated the following revenue will be available in the Seized Property – Sheriff’s Department Fund for the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Substance Abuse Tax – State	\$3,200
<b>Total</b>	<b>\$3,200</b>

### SECTION IV

The following amount is appropriated for the Emergency Telephone System for its operation during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Emergency Telephone System Expense	\$ 407,436
<b>Total</b>	<b>\$ 407,436</b>

It is estimated the following revenues will be available in the Emergency Telephone System during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Telephone Subscriber Charges	407,436
<b>Total</b>	<b>\$ 407,436</b>

### SECTION V

The following amounts are appropriated for the Rhems Fire Department Fund for its

operation during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Workers Compensation	\$ 2,055
Insurance	1,042
Payment to District	184,794
<b>Total</b>	<b>\$187,891</b>

It is estimated the following revenues will be available in the Rhems Fire Department Fund during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

District Ad Valorem Taxes	\$144,644
(Rate of .0475; Valuation of \$ 310,000,000.00)	
Sales Tax	41,247
Fund Balance Appropriated	2,000
<b>Total</b>	<b>\$187,891</b>

**SECTION VI**

The following amounts are appropriated for the Township No. 1 Fire Department Fund for its operation during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Workers Compensation	\$ 3,870
Insurance	1,042
Payment to District	165,689
Payment to Little Swift Creek Fire Department	6,144
<b>Total</b>	<b>\$ 176,745</b>

It is estimated the following revenues will be available in the Township No. 1 Fire Department Fund during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

District Ad Valorem Taxes	134,339
(Rate of .0263; Valuation of 520,000,000.00)	
Sales Tax	42,107
Fund Balance Appropriated	299
<b>Total</b>	<b>\$176,745</b>

**SECTION VII**

The following amounts are appropriated for the Tri-Community Fire Department Fund for its operation during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Workers Compensation	\$ 5,465
Insurance	1,043
Payment to District	232,202
Payment from Sandy Point	6,990
<b>Total</b>	<b>\$ 236,700</b>

It is estimated the following revenues will be available in the Tri-Community Fire Department Fund during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

District Ad Valorem Taxes	\$ 171,903
(Rate of .0350; Valuation of \$500,000,000.00)	
Sales Tax	54,307
Sandy Point Appropriation	6,990
Fund Balance Appropriated	3,500
<b>Total</b>	<b>\$236,700</b>

**SECTION VIII**

The following amounts are appropriated for the Little Swift Creek Fire Department Fund for its operation during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Workers Compensation	\$ 2,550
Insurance	1,042
Payment to District	101,132
From Twp #1 Vanceboro	6,144
<b>Total</b>	<b>\$ 110,868</b>

It is estimated the following revenues will be available in the Little Swift Creek Fire Department Fund during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

District Ad Valorem Taxes	\$ 74,183
(Rate of .0590; Valuation of \$128,000,000.00)	

Sales Tax	23,699
From Township #1 Vanceboro	6,144
Fund Balance Appropriated	6,842
<b>Total</b>	<b>\$ 110,868</b>

### SECTION IX

The following amounts are appropriated for the Township No. 3 Fire Department Fund for its operation during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Workers Compensation - Cove City	\$ 1,930
Insurance - Cove City	804
Payment to Cove City	53,404
Cove City Payment from Township #9	3,000
Payment to Dover	40,695
Workers Compensation - Fort Barnwell	2,000
Insurance - Fort Barnwell	830
Payment to Fort Barnwell	56,610
<b>Total</b>	<b>\$ 159,273</b>

It is estimated the following revenues will be available in the Township No. 3 Fire Department Fund during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

District Ad Valorem Taxes	\$ 115,077
(Rate of .0781; Valuation of \$150,000,000.00)	
Sales Tax	36,196
Payment from Township #9 to Cove City	3,000
Fund Balance Appropriated	5,000
<b>Total</b>	<b>\$ 159,273</b>

### SECTION X

The following amounts are appropriated for the Township No. 5 Fire Department Fund for its operation during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Workers Compensation	\$ 2,000
Insurance	1,043
Payment to District	237,788

**Total** **\$ 240,831**

It is estimated the following revenues will be available in the Township No. 5 Fire Department Fund during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

District Ad Valorem Taxes \$ 164,437

(Rate of .0620; Valuation of \$270,000,000.00)

Sales Tax 52,394

Fund Balance Appropriated 24,000

**Total** **\$ 240,831**

**SECTION XI**

The following amounts are appropriated for the Township No. 6 Fire Department Fund for its operation during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010

Workers Compensation \$ 1,890

Insurance 1,043

Payment to District 224,462

**Total** **\$227,395**

It is estimated the following revenues will be available in the Township No. 6 Fire Department Fund during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

District Ad Valorem Taxes \$ 159,133

(Rate of .0600; Valuation of \$270,000,000.00)

Sales Tax 52,262

Fund Balance Appropriated 16,000

**Total** **\$227,395**

**SECTION XII**

The following amounts are appropriated for the Township No. 7 Fire Department Fund for its operation during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Workers Compensation \$ 4,090

Insurance 1,043

Payment to District 319,224

**Total** **\$ 324,357**

It is estimated the following revenues will be available in the Township No. 7 Fire Department Fund during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

District Ad Valorem Taxes \$ 216,892

(Rate of .024; Valuation of \$920,000,000.00)

Sales Tax 72,465

Fund Balance Appropriated 35,000

**Total** **\$ 324,357**

**SECTION XIII**

The following amounts are appropriated for the West of New Bern Fire Department Fund for its operation during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Workers Compensation \$ 5,548

Insurance 1,043

Capital Reserve 2,179

Payment to District 331,565

**Total** **\$ 340,335**

It is estimated the following revenues will be available in the West of New Bern Fire Department Fund during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

District Ad Valorem Taxes \$ 259,082

(Rate of .0422; Valuation of \$625,000,000.00)

Sales Tax 81,253

**Total** **\$ 340,335**

**SECTION XIV**

The following amounts are appropriated for the Township No. 9 Fire Department Fund for its operation during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Workers Compensation \$ 2,825

Insurance 1,043

Payment to District 152,985

Payment to Cove City	3,000
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<b>Total</b>	<b>\$ 159,853</b>
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It is estimated the following revenues will be available in the Township No. 9 Fire Department Fund during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

District Ad Valorem Taxes	\$ 116,963
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(Rate of .0713; Valuation of \$167,000,000.00)

Sales Tax	37,390
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Fund Balance Appropriated	5,500
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<b>Total</b>	<b>\$ 159,853</b>
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**SECTION XV**

The following amounts are appropriated for the Sandy Point Service District for its operation during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Transfer to Tri Community	6,990
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<b>Total</b>	<b>\$ 6,990</b>
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It is estimated the following revenues will be available in the Sandy Point Service District during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

District Ad Valorem Taxes	5,291
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(Rate of .05670; Valuation of \$9,500,000.00)

Sales Tax	1,699
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<b>Total</b>	<b>\$ 6,990</b>
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**SECTION XVI**

The following amount is appropriated for the Schools Debt Service for its operation during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Debt Service Expenses	\$6,201,588
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<b>Total</b>	<b>\$6,201,588</b>
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It is estimated the following revenues will be available in the Schools Debt Service Fund for the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Interest	\$ 150,000
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Sales Tax	3,595,394
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Lottery Proceeds	1,000,000
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Fund Balance Appropriated	1,456,194
<b>Total</b>	<b>\$ 6,201,588</b>

**SECTION XVII**

The following amount is appropriated for the County Reserve Fund for its operation during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Transfer to General County Projects	\$318,500
<b>Total</b>	<b>\$318,500</b>

It is estimated the following revenues will be available in the County Reserve Fund during the Fiscal Year beginning July 1, 2009 and ending July 1, 2010.

Interest	\$107,000
Reserve Fund Balance Appropriated	\$211,500
<b>Total</b>	<b>\$318,500</b>

**SECTION XVIII**

The following amount is appropriated for the Craven County Water Fund for its operation during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Water Operations Expense	\$ 3,643,800
<b>Total</b>	<b>\$ 3,643,800</b>

It is estimated the following revenues will be available in the Craven County Water Fund during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Penalty and Interest	\$ 88,000
Interest on Investments	200,000
Fees	239,000
Water Sales	3,100,000
Rents	16,800
<b>Total</b>	<b>\$ 3,643,800</b>

**SECTION XIX**

The following amount is appropriated for expenditures in the Number Six Township Water and Sewer – Debt Service Fund for the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Debt Service	\$ 6,604
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**Total** **\$ 6,604**

It is estimated the following revenue will be available in the Number Six Township Water and Sewer – Debt Service Fund for the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Transfers in from Water Operating Fund \$ 6,604

**Total** **\$ 6,604**

**SECTION XX**

The following amount is appropriated for expenditures in the Northwest Craven Water and Sewer – Debt Service Fund for the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Debt Service \$ 143,487

**Total** **\$ 143,487**

It is estimated the following revenue will be available in the Northwest Craven Water and Sewer – Debt Service Fund for the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Transfers in From Water Operating Fund \$ 143,487

**Total** **\$ 143,487**

**SECTION XXI**

The following amount is appropriated to the Health Benefits Fund for the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Health Benefits \$ 4,128,000

Workers Compensation \$ 287,000

Auto Physical Damage \$ 50,000

**Total** **\$ 4,465,000**

It is estimated the following revenues will be available in the Health Benefits Fund for the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Health Benefits:

Interest \$ 50,000

Employer Contribution – Health 3,288,000

Employee Contribution - Health 210,000

Employer Contribution - Dental	234,000
Employee Contribution - Dental	108,000
Workers Compensation Fees	525,000
Regular vehicle Expense	50,000
<b>Total</b>	<b>\$ 4,465,000</b>

The above revenues reflect the following rates, which are unchanged:

Health – Employee	\$ 435
Child Only	175
Family	424
Dental – Employee	32
Child Only	35
Family	45

**SECTION XXII**

The following amount is appropriated to the Juvenile Justice and Delinquency Prevention (JJDP) - Juvenile Restitution Fund for the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

JJDP - Juvenile Restitution Expense	\$ 56,475
<b>Total</b>	<b>\$ 56,475</b>

It is estimated the following revenue will be available in the Juvenile Justice and Delinquency Program (JJDP) - Juvenile Restitution Fund for the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

JJDP- Juvenile Restitution	\$ 56,475
<b>Total</b>	<b>\$ 56,475</b>

**SECTION XXIII**

The following amount is appropriated for the Occupancy Tax Trust Fund for its operation during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

Transfer to General Fund	\$ 795,516
City of Havelock	97,000
<b>Total</b>	<b>\$ 892,516</b>

It is estimated the following revenue will be available in the Occupancy Tax Trust Fund during the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.



Revenue:

Tourism Development Authority Occupancy Tax \$ 892,516

**Total \$ 892,516**

**SECTION XXIV**

There is levied a tax rate of \$.61 per \$100.00 valuation of property listed as of January 1, 2009, for the purpose of raising revenues listed as current year's property tax in Section II of this Ordinance.

The rate of tax is based on an estimated valuation of property for the purpose of taxation of \$7,020,000,000.00 and an estimated collection rate of 98.23% real property and motor vehicles.

**SECTION XXV**

The Budget Officer is authorized to make line item transfers within each department.

The Budget Officer is authorized to transfer between departments within the same fund amounts not to exceed \$20,000.00.

The Budget Officer is authorized to loan dollars between funds for the purpose of maintaining a constant cash flow, provided that such funds are repaid in the scope of this Fiscal Year.

The Budget Officer is authorized to freeze any new/vacant positions until such time as the necessity and imperativeness can be ascertained and assuredness of available fiscal funding can be better determined.

The Budget Officer is further authorized to decide the time any capital improvements or capital outlay items in the budget may be processed.

**SECTION XXVI**

Copies of this Budget Ordinance shall be furnished to the Finance Officer for direction in carrying out the duties of that office.

This Ordinance is hereby adopted this 15<sup>TH</sup> day of June, 2009.

**APPOINTMENTS**

*Juvenile Crime Prevention Council*

The Board was apprised of the following terms due to expire on the Juvenile Crime Prevention Council. Commissioner Sampson moved to accept the proposed list, as presented, and the members were appointed and reappointment by acclamation.

Reappointments:

<u>Member</u>	<u>Represents</u>
Richard Bowers	At-large
Robert Keeter	At-large

Jennifer Knight	At-large
Eddie Mace	Health Dept. Designee
Mary Mallard	Chief Court Counselor
Carol Mattocks	At large
Frank Palombo	Police Chief
Sherry Riggs	County Manager Designee
Linda Sifontes	School Superintendent Designee
Cheryl Spencer	Chief District Court Judge

New Appointments:

Jackie Smith	District Attorney Designee - replaces Steve Long
Hollyanne Trombley	Designee for DSS - replaces Kent Flowers
Billie Mathes	Sheriff Dept designee - replaces John Clay
Jean Huryn	Substance Abuse Professional - Position vacant
Ronald Scott	Faith Community Rep. - Position has been vacant
Lillie Hayes	At Large Member - Position held by Nancy Wells
Nancy Wells	Change from At Large member to Mental Health Rep.- replaces Kris Kastner

*NACo Voting Delegate*

The Board received correspondence from NACo soliciting a voting delegate for the NACo Annual Conference. Commissioner Allen volunteered to be the voting delegate. Commissioner Sampson nominated Vice Chairman McCabe as voting delegate. It was the consensus of the Board to appoint Commissioner McCabe as delegate and Commissioner Allen as alternate, and to allow the NCACC President to pick up Craven County’s credentials if they are not picked up by the delegate or the alternate.

*Upcoming Appointments – July*

The Board was advised that terms are due to expire in July on the Eastern Carolina Workforce Development Board, COG Board and the COG/EMS Council.

**COUNTY ATTORNEY’S REPORT**

*Solid Waste Franchise Ordinance Amendment*

The Solid Waste Franchise Ordinance Amendment passed its first reading on June 1, 2009. As a franchise ordinance, it required a second vote. Commissioner Sisk moved to confirm approval the Solid Waste Franchise Ordinance Amendment, as follows, seconded by Commissioner McCabe and unanimously carried.

AN ORDINANCE TO AMEND

CHAPTER 32 (“SOLID WASTE”)  
OF THE  
CRAVEN COUNTY  
CODE OF ORDINANCES

BE IT ORDAINED by the Craven County Board of Commissioners as follows:

1. That Section 32-51 (“Definitions”) be replaced in its entirety as follows:

The following terms used in this Ordinance have the meanings indicated in this section unless the context of the Ordinance clearly requires otherwise:

1. “Agreement” – means this Solid Waste Franchise Agreement.
2. “Board” – means the Board of Commissioners of Craven County.
3. “CRSWMA” – means the Coastal Regional Solid Waste

Management Authority.

4. “Cart/Container” – means a receptacle for the storage and collection of solid waste pursuant to this ordinance. Additionally, the container may be used to store Solid Waste Collection Bags and may hold 33, 64 and 90 gallons by volume or 50, 100 and 150 pounds by weight respectively.
5. “Collection” – means the act of removing solid waste or recyclable solid waste materials from a point of generation to a central storage point or to a disposal site and from a central storage point to a disposal site.
6. “Contractor” - means the Person to whom a franchise is granted hereunder.
7. “Convenience Centers” – means an area designated by Craven County and staffed by employees for receipt of Solid Waste and specified recyclable solid waste materials.
8. “County” – means and refers to Craven County, North Carolina, a body politic and corporate of the State of North Carolina.
9. “Curbside” – means the location adjacent to but no more than 10 feet from the edge of a roadway providing access to a residence or hand commercial establishment.
10. “Customer” – means the beneficiary of curbside collection services provided by a franchisee including, but not limited to, residences and hand commercial establishments.
11. “Director” – means the County’s Solid Waste Director or other person designated by the Board.
12. “Dumpster” – means stationary solid waste containers which require mechanical pick-up by customized loading vehicles, including roll-off containers, which involve the collection of industrial and/or construction debris.
13. “Effective Date” – means and refers to the effective date of a Franchise granted hereunder.
14. “Extra Services” – means solid waste collection services rendered in addition to once-per-week curbside collection. These services may include any service relating to the collection of solid waste, but not recyclable solid waste which may be agreed upon between the franchisee and any customer authorized to receive such solid waste collection services from the franchisee pursuant to this franchise agreement.
15. “Flat Fee Customer” – means any Craven County resident who wishes to contract solid waste services, rather than using solid waste disposal stickers, with his or her designated franchisee for a fee.
16. “Franchise Area” – means specified areas of the County granted to Franchisees for the collection of solid waste or recyclable solid waste materials pursuant to Article 4 of the Ordinance.
17. “Franchisee” – means a person who has been granted a franchise for the collection of solid waste or recyclable solid waste materials pursuant to Article 4 of the Ordinance.
18. “Hand Commercial Establishment” – means any commercial entity disposing of less than three (3) cubic yards of solid waste per week or

receiving solid waste collection service under this franchise, but not dumpster service, or any multifamily residential building not receiving dumpster service.

19. “Hazardous Waste” – means a solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics may:

a. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or

b. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

20. “Industrial Solid Waste” – means solid waste generated by manufacturing or industrial processes that is not Hazardous Waste.

21. “Landfill” – means the Coastal Regional Solid Waste Landfill, located at Tuscarora, Craven County, North Carolina.

22. “Ordinance” – means Chapter 32 of the Craven County Code of Ordinances (“Solid Waste”), as may be amended from time to time.

24. “Person” – means an individual, corporation, company, association, partnership, limited liability company, unit of local government, state agency, federal agency or other legal entity.

25. “Private Drive” – means a vehicular access serving one single family residence.

26. “Recyclable Solid Waste Material” – means those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste. These items include, but are not necessarily limited to, newspaper (with inserts), aluminum cans and aluminum foil products, PETE and HDPE (#1 & #2) plastic containers including natural and pigmented containers such as blue, white and red colored plastics, clear, green and brown glass containers, corrugated cardboard (OCC) steel food cans, steel aerosol cans and steel paint cans.

27. “Recycling” – means any process by which solid waste or materials which would otherwise become solid waste are collected, separated or processed, and reused or returned to use in the form of raw materials or products.

28. “Recycling Container” – means a container provided by Craven County or its designee for collection of specified recyclable solid waste materials or any container used by a residence or hand commercial establishment and clearly designated to contain such specified recyclable solid waste materials.

29. “Residence” – means any single family dwelling, household or unit.

30. “Roadway” – means a common vehicular means of access to three (3) or more customers connected to a state or municipal road and which is reasonably accessible by solid waste collection vehicles, taking into consideration roadway surface conditions and turnaround space for the vehicles.

31. “Solid Waste” – means any hazardous or nonhazardous garbage, refuse or sludge from a waste treatment plant, water supply treatment plant or air pollution control facility, domestic sewage and sludges generated by

the treatment thereof in sanitary sewage collection, treatment and disposal systems, and other material that is either discarded or is being accumulated, stored or treated prior to being discarded, or has served its original intended use and is generally discarded, including solid, liquid, semisolid or contained gaseous material resulting from industrial, institutional, commercial and agricultural operations, and from community activities. The term does not include:

- a. Fecal waste from fowls and animals other than humans.
- b. Solid or dissolved material in:
  1. Domestic sewage and sludges generated by treatment thereof in sanitary sewage collection, treatment and disposal systems which are designed to discharge effluents to the surface waters.
  2. Irrigation return flows.
  3. Wastewater discharges and the sludges incidental to and generated by treatment which are point sources subject to permits granted under Section 402 of the Water Pollution Control Act, as amended (P.L. 92-500), and permits granted under G.S. 143-215.1 by the Environmental Management Commission. However, any sludges that meet the criteria for hazardous waste under RCRA shall also be a solid waste for the purposes of this Article.
- c. Oils and other liquid hydrocarbons controlled under Article 21A of Chapter 143 of the General Statutes. However, any oils or other liquid hydrocarbons that meet the criteria for hazardous waste under RCRA shall also be a solid waste for the purposes of this Article.
- d. Any source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended (42 U.S.C. § 2011).
- e. Mining refuse covered by the North Carolina Mining Act, G.S. 74-46 through 74-68 and regulated by the North Carolina Mining Commission (as defined under G.S. 143B-290). However, any specific mining waste that meets the criteria for hazardous waste under RCRA shall also be a solid waste for the purposes of this Article.
- f. Recovered material.

32. “Solid Waste Collection Bag” – means a bag designated for collection of solid waste pursuant to this ordinance with a capacity not to exceed 33 gallons by volume and 50 pounds by weight.

33. “Solid Waste Collection Sticker” – means a perforated adhesive sticker authorized for use by Craven County to be placed on solid waste collection bags or containers indicating that it is permissible for such bag or container, with a sticker attached, to be collected by a franchisee or received at a staffed convenience center for disposal. One (1), two (2) and three (3) stickers are required for 33, 64 and 90 gallons by volume and up to 50, 100 and 150 pounds by weight respectively.

34. “Solid Waste Franchise Area Map” – means a map maintained by Craven County and indicating specified areas within Craven County for collection of solid waste or recyclable solid waste by franchisees.

2. That a new Section 32-105 (“Conditions of franchise”), subsection (14) be added to read as follows:

- (14) Any other condition required by the Board.

3. That Section 32-106(a) (“Insurance”) be replaced in its entirety as follows:

- (a) The franchisee shall carry and keep current workers’ compensation and unemployment insurance as required by the State of North Carolina. General liability, personal property damage, personal injury, and automobile liability coverage shall be not less than those amounts that may be required by the Board.

This Ordinance is adopted and effective this 15th day of June, 2009.

*Solid Waste/Recycling Interlocal Agreement with Havelock*

The Board was advised that the City of Havelock has elected to provide solid waste collection services for its residents, effective July 1, 2009, and has given notice of termination of its interlocal agreement with Craven County. The County was requested, however, to continue to provide recycling services to Havelock residents. Commissioner Sisk moved to approve the new agreement with Havelock, as follows, seconded by Commissioner Morris and unanimously carried.

STATE OF NORTH CAROLINA  
 COUNTY OF CRAVEN

**INTERLOCAL RECYCLING AGREEMENT**

This INTERLOCAL RECYCLING AGREEMENT (hereinafter referred to as the “Agreement”) made entered into this 15th day of June, 2009, and effective the 1<sup>st</sup> day of July, 2009, by and between **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (hereinafter referred to as “County”); and the **CITY OF HAVELOCK**, a municipal corporation having a charter granted by the State of North Carolina (hereinafter referred to as “Municipality”):

**ARTICLE 1**

**AUTHORITY**

Without limitation, the following portions of the General Statutes of North Carolina are recited herein as authority for this Agreement:

1.

N.C.G.S. § 130A-309.03 - Findings, purposes

“(a) The General Assembly finds that:

- (1) Inefficient and improper methods of managing solid waste create hazards to public health, cause pollution of air and water resources, constitute a waste of natural resources, have an adverse effect on land values, and create public nuisances...
- (3) The continuing technological progress and improvements in method of manufacture, packaging, and marketing of consumer products have resulted in an ever-mounting increase of the mass of the material discarded by the purchasers of the products...
- (4) The economic growth and population growth of the State have required increased industrial production together with related

commercial and agricultural operations to meet our need, which have resulted in a rising tide of unwanted and discarded materials.

- (5) The failure or inability to economically recover material and energy resources from solid waste results in the unnecessary waste and depletion of our natural resources; such that, maximum resource recovery from solid waste and maximum recycling and reuse of the resources must be considered goals of the State.
  - (6) Certain solid waste, 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 is necessary to protect human health, safety, and welfare; and to protect the environment...
- (b) It is the purpose of this Part to:
- (1) Regulate in the most economically feasible, cost-effective, and environmentally safe manner the storage, collection, transport, separation, processing recycling and disposal of solid waste in order to protect the public health, safety, and welfare; enhance the environment for the people of this Stat; and recover resources which have the potential for further usefulness...
  - (3) Require counties and municipalities to adequately plan and provide efficient, environmentally acceptable solid waste management programs; and require counties to plan for proper hazardous waste management...
  - (7) Promote the reduction, recycling, reuse, or treatment of solid waste, specifically including hazardous waste, in lieu of disposal of the waste...
  - (9) Encourage counties and municipalities to utilize all means reasonably available to promote efficient and proper methods of managing solid waste and to promote the economical recovery of material and energy resources from solid waste, including contracting with persons to provide or operate resource recovery services or facilities on behalf of the county or municipality.
  - (10) Promote the education of the general public and the training of solid waste professionals to reduce the production of solid waste, to ensure proper disposal of solid waste, and to encourage recycling...
  - (14) Require counties to develop and implement recycling programs so the valuable materials may be returned to productive use, energy and natural resources conserved, and the useful life of solid waste management facilities extended...

- (16) Require counties, municipalities, and State agencies to determine the fill cost of providing storage, collection, transport, separation, processing, recycling, and disposal of solid waste in an environmentally safe manner; and to encourage counties, municipalities, and State agencies to contract with private persons for any or all the services in order to assure that the services are provided in the most cost-effective manner.”

2.

N.C.G.S. § 153A-122 - Territorial jurisdiction of county ordinances

“Except as otherwise provided in this Article, the board of commissioners may make any ordinance adopted pursuant to this Article applicable to any part of the county not within a city. In addition, the governing board of a city may by resolution permit a county ordinance adopted pursuant to this Article to be applicable within the city. The city may by resolution withdraw its permission to such an ordinance. If it does so, the city shall give written notice to the county of its withdrawal of permission; 30 days after the day the county receives this notice the county ordinance ceases to be applicable within the city.”

3.

N.C.G.S. § 160A-461 - Interlocal cooperation authorized

“Any unit of local government in this State and any one or more other units of local government in this State ... may enter into contracts or agreements with each other in order to execute any undertaking. The contracts and agreements shall be of reasonable duration, as determined by the participating units, and shall be ratified by resolution of the governing board of each unit spread upon its minutes.”

**ARTICLE 2**

**RECITALS**

The following recitals are herewith set forth as statements of existing facts and are hereby incorporated as substantive parts of this Agreement:

1.

In accordance with the preceding statutes, the County has developed a comprehensive county solid waste management plan for which the approval of the municipalities within the County is necessary in order to make all aspects of the plan county-wide in scope. The aforesaid county solid waste management plan consists of the following agreements:

- (a) Ordinances relating to the: “Franchising of Private Solid Waste and Recyclable Solid Waste Material Collectors”; “Collection and Disposal of Solid Waste and Recyclable Solid Waste Materials”; “Collection of Household Garbage and Trash”; and “Litter of and Solid Waste Control”;
- (b) Recycling Franchise Agreement; and
- (c) Solid Waste Franchise Agreements.

2.

The county is contracting with private entities for the establishment of county-wide curbside recycling and solid waste collection and disposal services.

3.

Any municipality may choose to contract with a private entity for the establishment of curbside recycling and/or solid waste collection and disposal services.

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

### **ARTICLE 3**

#### **Purpose of Agreement**

**3.1** The purpose of this Agreement is to evidence Municipality's approval of County's agreements and ordinances for the collection of recyclable solid waste material for all residences and commercial establishments in the County, and to evidence its express permission for the agreements and ordinances related to such recycling collections to be applicable within the corporate limits of the Municipality. Specifically, those portions of the County's ordinances entitled (1) Franchising of Private Solid Waste and Recyclable Solid Waste Material Collectors and (2) Collection and Disposal of Solid Waste and Recyclable Solid Waste Materials as related to collection of recyclable solid waste and the County's Recycling Franchise Agreement are herein incorporated by reference. Municipality hereby adopts said agreements and further agrees that the contracts for the collection of recyclable solid waste material shall cover all areas within the corporate limits of the Municipality that would not displace a private company as defined in and subject to N.C.G.S. § 160A-327. Said corporate limits shall include any change that may occur from time to time as the result of annexation or otherwise.

**3.2** The parties expressly acknowledge and agree that Municipality shall be responsible for all non-recyclable solid waste collection services within in its corporate limits, and that the County's agreements and ordinances for solid waste collection shall have no effect or applicability within the corporate limits of the Municipality as said corporate limits may change from time to time as the result of annexation or otherwise.

**3.3** As of the effective date, this Agreement supersedes and replaces any prior Interlocal Agreements between the parties relating to the collection of recycling and/or solid waste collections within the Municipality.

### **ARTICLE 4**

#### **Termination**

**4.1** Unless otherwise agreed to by the parties, and except as otherwise stated herein, this Agreement may be terminated only in accordance with the procedures set forth in N.C.G.S. § 153A-122. County shall endeavor to provide Municipality with no less than ninety (90) days notice of the termination or extension of any applicable contract the County has entered into with a third party for the collection of recyclable solid waste material; provided however in the event of termination for cause, then County shall endeavor to provide Municipality with as much advance notice as circumstances permit. Municipality may terminate this Agreement, consistent with N.C.G.S. § 153A-122, effective upon the termination date set forth in the County's recycling contract

notwithstanding any extension or renewal of such contract by the County and the third party.

**4.2** Notwithstanding anything to the contrary contained herein, in the event that County has entered into a contract with a third-party for the collection of recyclable solid waste material within the Municipality as authorized by this Agreement, Municipality shall not terminate this Agreement with an effective date prior to the date such contract shall terminate. It is the express intent and understanding of the parties that the provisions of this Section are to ensure that Municipality does not terminate this Agreement prior to the termination date of any contract entered into by County under the authority of this Agreement. In the event that Municipality fails to comply with this Section, Municipality shall reimburse, and to the extent allowed by law indemnify and hold County harmless for any damages incurred by County due to such early termination by Municipality.

## ARTICLE 5

### Miscellaneous

**5.1 Entire Agreement; Modification:** This Agreement supersedes all prior agreements and constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. It may not be amended or modified except by an instrument executed by all parties.

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

**5.3 Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

**5.4 Assignment:** Except as may otherwise be expressly provided herein, no party may assign any right, obligation, or liability arising hereunder without the other party's prior written consent. Any such assignment or attempted assignment shall be null and void.

**5.5 Covenant of Further Assurances:** The Parties agree that from and after the date of execution of this Agreement, each upon the request of the other take such actions as may be reasonably required to carry out the purpose and intent of this Agreement.

**5.6 Headings:** Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

**5.7 Multiple Originals:** This Agreement may be executed in multiple originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**5.8 Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina.

**5.9 Consideration:** The consideration for the execution of this Agreement is the agreement among the parties affixing their signatures hereto to agree to the matters and things set forth herein.

**IN TESTIMONY WHEREOF, CRAVEN COUNTY** has caused this instrument to be executed in its name by the Chairman of its Board of Commissioners, attested by its Clerk, and its seal to be hereunto affixed all by order of said Board of Commissioners duly given; and,

**IN TESTIMONY WHEREOF, CITY OF HAVELOCK** has caused this instrument to be executed in its name by its Mayor, attested by its Clerk, and its seal to be hereunto affixed all by order of its Board of Commissioners duly given, all as of the day and year first above written.

*Solid Waste Franchise Agreement*

The Solid Waste Franchise Agreement that the County currently has with Franchise Haulers expires June 30, 2009. The five Franchise Haulers include Berry Sanitation, HESS, Inc., Richards Sanitation, Sconyers Sanitation and Waste Industries, LLC. The current Agreement allows Craven County to renew for an additional three years beyond the original three years. This Agreement shall exist for an initial period from July 1, 2009 until June 30, 2012 with an option for renewal for a three (3) year period beyond the original three (3) years. Provided, however, in no event is a franchise period to exceed ten (10) years.

The following changes and updates were presented to the Board:

Article 6, Insurance

General Liability has been raised from \$500,000 to \$1,000,000 for each occurrence. This is the amount Craven County requires from other sub-contractors providing services for the County.

Article 9, Conditions of Franchise, # 4

The current Agreement does not specifically address back door collection for physically incapacitated residents however the Craven County Solid Waste Code of Ordinances, Chapter 32, Section 32-132, Physically Incapacitated Customers states: "Collection of solid waste and recyclable solid waste materials shall be provided to a physically incapacitated customer who is unable to place a solid waste collection bag or recycling container at the curbside for collection. The collection shall be approved on a case-by-case basis by the coordinator, considering the availability of a public right of way or easement, roadway surface conditions and turn around space for the collection equipment". The renewal Agreement states: "Contractor shall provide back door collection services to any Customer who is physically incapacitated, and who is approved for such service by the County. Physically incapacitated persons wishing to qualify and participate in the weekly county-wide solid waste collection program hereunder shall apply to the Director, including submission of a certification from a duly licensed physician, requesting that said individual receive this collection service. The County shall review, maintain, approve and provide Contractor with a list of the addresses qualified for this special collection service. These Customers are required to re-qualify by January 1<sup>st</sup> of each year. The Contractor may request the County to re-evaluate the request for any specific address where evidence of abuse of this special collection service may exist". This update will clarify what is expected from the Contractor for back door collection service.

Article 9, Conditions of Franchise, # 7

The current Agreement states: “Solid waste shall be transported in the collection vehicle directly to the CRSWMA landfill or to a disposal area designated by the Director or the County”. The renewal Agreement states: “Solid waste shall be transported in the collection vehicle directly to the CRSWMA landfill or to a disposal area designated by the Director or the County. Further, Contractor shall timely satisfy any obligations to CRSWMA or other designated areas, and must at all times maintain privileges to transport solid waste to the CRSWMA landfill or other designated area”. This update will clarify that the Contractor must pay CRSWMA in a timely manner to use the landfill for disposal of solid waste collected from the citizens of Craven County.

Commissioner Morris inquired what the current sticker price/hauler fee ratio is. Assistant County Manager, Ray Moser, responded that currently \$2.37 is used of the \$2.50 sticker fee, which covers the County’s cost, tipping fee, outlet fee and haulers’ fee.

Commissioner Sampson moved to approve the updated franchise agreements, seconded by Commissioner McCabe and unanimously carried.

**COUNTY MANAGER’S REPORT**

County Manager, Harold Blizzard, asked Finance Officer, Rick Hemphill, to present the following budget amendment to record \$3,000 in additional revenue from the 5 cent ABC bottle fee. Commissioner Allen moved to approve the amendment, as presented, seconded by Commissioner Sampson and unanimously carried in a roll call vote.

***Mental Health***

101-6800-347-12-00	\$3,000.00	101-6800-440-94-42	\$3,000.00
ABC 5 cent bottles		alcoholism abc bottle	
TOTAL	\$3,000.00	TOTAL	\$3,000.00

**Justification:** ABC Board receipts/East Carolina Behavioral Health payments greater than budgeted. Need to budget for June.

**COMMISSIONERS’ REPORTS**

*Commissioner Sisk* commended everyone for their hard work on such a tough budget, and said that the County was able to hold the line: no tax rate increase, no lay-offs, no furloughs and no reduction in salaries.

*Commissioner Morris* congratulated Craven County’s high school graduates and parents. He stated that he was privileged to have worked on the budget.

*Commissioner Tyson* stated that an early start with reduced expectations in revenue helped on the budget development. He forecast that next year revenues will remain depressed.

*Commissioner Sampson* congratulated all graduates and commended staff on their budget work. He announced a program on June 20 for interviewees of a local oral history project. He urged citizens to continue protesting the rising gas prices.

*Commissioner Allen* congratulated all the graduates of Craven County. He commended Principal Murphy at Havelock High School on orderliness of the graduation ceremony.

*Commissioner McCabe* announced that the equipment was in place on NC Hwy 101 to begin the improvement project.

*Commissioner Jones* congratulated graduates and reported that on June 9 he spoke to the Oaks Road 5<sup>th</sup> grade graduation class. On June 12 he accepted Taglieri murals on loan at the Convention Center on behalf of the County. He commented on staff being asked to provide Commissioners with correspondence from the County Attorney addressing wild hogs.

At 10:05 a.m. Commissioner Sisk moved to recess until July 6, 2009 at 4:30 p.m., seconded by Commissioner McCabe and unanimously carried.

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Chairman Jason R. Jones  
Craven County Board of Commissioners

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Gwendolyn M. Bryan, Clerk to the Board