

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, AUGUST 19, 2013. THE MEETING CONVENED AT 8:30 A.M.

MEMBERS PRESENT:

Chairman Scott C. Dacey
Vice Chairman Thomas F. Mark
Commissioner Lee Kyle Allen
Commissioner Theron L. McCabe
Commissioner Johnnie Sampson, Jr.
Commissioner Jefferey S. Taylor
Commissioner Steve Tyson

STAFF PRESENT:

Jack B. Veit III, County Manager
Gene Hodges, Assistant County Manager – Operations/Facilities
Richard F. Hemphill, Assistant County Manager – Finance/Administration
Gwendolyn M. Bryan, Clerk to the Board
Amber Parker, Human Resources Director
Jim Hicks, County Attorney
Aaron Arnette, County Attorney Associate

Following an invocation by Commissioner Allen and the Pledge of Allegiance, Commissioner Sampson moved for approval of the agenda, seconded by Commissioner Mark and unanimously carried. Commissioner Allen moved to approve the minutes of August 5, 2013, seconded by Commissioner Tyson and unanimously carried.

PROCLAMATIONS/RESOLUTIONS

National Recovery Month Proclamation

Commissioner Sampson moved for adoption of the following proclamation honoring National Recovery Month, seconded by Commissioner McCabe and unanimously carried.

**PROCLAMATION
OF
NATIONAL RECOVERY MONTH**

WHEREAS, young adulthood is a time when mental and/or substance abuse disorders can arise; and

WHEREAS, the Substance Abuse and Mental Health Services Administration within the U.S. Department of Health and Human Services sponsors National Recovery Month each September; and

WHEREAS, this observance, in its 24th year, increases awareness and understanding of the mental and substance abuse disorders that can affect anyone at any age and promotes the message that behavioral health is essential to health; and

WHEREAS, prevention works, treatment is effective and people recover, and young adults or those who work to support them can make a big difference in promoting prevention and insuring intervention and treatment.

NOW, THEREFORE, the Craven County Board of Commissioners proclaims September 2013 as National Recovery Month in Craven County and acknowledges the theme, "Join the Voices for Recovery: Together on Pathways to Wellness".

Adopted this 19th day of August, 2013.

NAACP Anniversary Resolution

Commissioner Sampson moved for adoption of the following resolution recognition the anniversary of the NAACP. The motion was seconded by Commissioner McCabe and unanimously carried.

**RESOLUTION
OF
RECOGNITION**

WHEREAS, the Craven County Branch of the NAACP will celebrate 64 years of community service at its annual banquet on Saturday, September 14, 2013; and

WHEREAS, this organization, through its efforts over 64 years, has made a significant impact on the citizens and quality of life in this area; and

WHEREAS, the theme for this year’s banquet, “Forward Together – Not One Step Backward”, reflects the NAACP’s commitment to unity, equality and progress for all citizens.

NOW, THEREFORE, the Craven County Board of Commissioners recognizes the contributions of the Craven County NAACP and extends congratulations and best wishes on the occasion of this observance.

Adopted this 19th day of August, 2013.

INTERLOCAL IN-PATIENT HOSPICE DEVELOPMENT AGREEMENT

County Attorney, Jim Hicks presented the final document, as follows, which has been approved by the other parties to the agreement.

NORTH CAROLINA

**INTERLOCAL INPATIENT HOSPICE
DEVELOPMENT AGREEMENT**

CRAVEN COUNTY

This Agreement made and entered into by and among CRAVEN COUNTY, CRAVEN COUNTY HEALTH DEPARTMENT, CAROLINAEAST FOUNDATION and CAROLINAEAST MEDICAL CENTER;

**WITNESSETH:
ARTICLE 1
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 the exact capitalized form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical capitalized form. Otherwise, the term shall be considered in the context of the sentence in which it appears.

Some terms or phrases may be emphasized by being shown in **boldfaced type or italics**. In emphasizing a term or phrase, the defined meaning is not altered. Emphasis is used solely for the purpose of drawing particular attention to the individual word or phrase in the context that it is being used.

In addition to the defined terms appearing in this Article and used generally throughout the Agreement, some terms are specific to a particular paragraph or provision of the Agreement rather than appearing in general use. Such terms are embedded as capitalized terms within a particular paragraph or provision and the meaning shall be as set forth therein.

The defined terms are:

1.1 "Agency Agreement" means and refers to an agreement between the Foundation, as principal, and CarolinaEast, as agent, to perform Hospice Development and Construction Services.

1.2 "Agreement" means and refers to this Interlocal Inpatient Hospice Development Agreement entered into between the Parties pursuant to the authorization contained in Chapter 160A, Article 20, Part 1 of the General Statutes of North Carolina.

1.3 "CarolinaEast" means and refers to CarolinaEast Medical Center, a North Carolina non-profit membership corporation whose sole member is CarolinaEast Health System, a North Carolina Hospital Authority. This reference also includes the acute care hospital located in New Bern, NC and licensed by the North Carolina Department of Health and Human Services, Division of Health Service Regulation.

1.4 "Certificate of Need" means and refers to a written order from the Department granting the Foundation and the Health Department, as co-applicants, the authorization to proceed with the development of the Hospice Facility.

1.5 "County" means and refers to Craven County, North Carolina, a body politic and corporate.

1.6 "Department" means the North Carolina Department of Health and Human Services, Division of Health Service Regulation, Certificate of Need Section.

1.7 "Effective Date" means and refers to the **latest date** on the signature page of this Agreement indicating the signature of the Parties.

1.8 "Foundation" means and refers to CarolinaEast Foundation, a North Carolina non-profit corporation, with its principal office located in Craven County, North Carolina.

1.9 "Health Department" means and refers to the Craven County Health Department, a local county health department organized and existing by virtue of laws of the State of North Carolina.

1.10 "Hospice" means and refers to a coordinated program for inpatient care for terminally ill patients and their families. This care is to be provided by a medically directed interdisciplinary team, directly or through an agreement under the direction of an identifiable hospice administration. A hospice program of care provides palliative and supportive medical and other health services to meet the physical, psychological, social, spiritual and special needs of patients and their families that are experienced during the final stages of terminal illness and during dying and bereavement.

1.11 "Hospice Development and Construction Services" means and refers to services to be rendered **under the Agency Agreement** between the Foundation, **as principal**, and CarolinaEast, **as agent**, for development, planning, preconstruction and construction services in connection with the Hospice Facility.

1.12 "Hospice Facility" means and refers to an inpatient Hospice facility as designated for Craven County in the 2013 State Medical Facilities Plan.

1.13 "Parties" means and refers to the County, the Health Department, CarolinaEast and the Foundation, **collectively**.

1.14 "Report" means and refers to a study ordered by the County entitled *Feasibility Study for Hospice Inpatient Facility, Craven County, North Carolina* dated January 2013, prepared by Keystone Planning Group, LLC.

1.15 "Undertaking" means the joint exercise by the Units of Local Government who are parties to the Agreement, 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.

1.16 "Units of Local Government" means and refers to the Hospital, County and the Health Department.

ARTICLE 2

Recitals

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

2.1 The County, Health Department and the Hospital, as Units of Local Government, in coordination and with the support of the County and the governing body of each, have determined that it is in the best interests of the citizens of Craven County and the area served by the Units of Local Government to apply for a Certificate of Need from the Department in order to establish a Hospice Facility in Craven County;

2.2 The Parties understand and acknowledge that the Foundation is not a unit of local government as defined in N.C.G.S. 160A, Article 20, Part 1; however, it is a non-profit corporation and has received a 501(c)(3) Tax Exempt Determination Letter from the United States Internal Revenue Service and will perform fundraising functions as described in the Report to support the development of the Hospice Facility and, as such, is a non-governmental party to this Agreement

and a party to the Agency Agreement.

2.3 In analyzing the advisability and feasibility of developing the Hospice Facility, the County retained the services of the Keystone Planning Group from Durham, North Carolina to perform a detailed analysis of data and demographics related to Hospice care in Craven County. Keystone prepared and delivered a report entitled *Feasibility Study for Hospice Inpatient Facility, Craven County, North Carolina* dated January 2013 and presented its findings to the County Commissioners in their meeting on January 22, 2013. The County Commissioners adopted the Report and elected to encourage and support the development of the Hospice Facility and the filing of a Certificate of Need application with the Department;

2.4 The Report is attached hereto as Exhibit 1 **for information purposes only**; and

2.5 A schematic organizational chart depicting the arrangement among CarolinaEast, the Health Department and the Foundation for Hospice Development and Construction Services is attached hereto as Exhibit 2 **for illustrative and information purposes only**.

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

ARTICLE 3

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*".

Authority for the Agreement is also to be found in the approval of the Agreement by the respective governing bodies of the Parties.

ARTICLE 4

Purpose of Agreement

The purpose of this Agreement is to document the agreement of the Parties to do all things necessary to file an application with the Department for a Certificate of Need to perform Hospice Development and Construction Services and for eventual operation of the Hospice Facility by the Health Department.

ARTICLE 5

Duration

5.1 This Agreement shall be effective when approved by the respective governing bodies of each Party, executed in quadruplicate counterparts and delivered to the respective Parties. The term of this Agreement shall continue **until**: (i) the **final completion** of the Hospice Facility; (ii) a deed for the real property upon which the Hospice Facility will be located and appropriate instruments of conveyance for related personal assets are delivered from the Foundation to the County; and (iii) a certificate of occupancy is issued by the applicable agency having jurisdiction over the construction of the improvements.

5.2 The County agrees that at all times following the recordation of the deed referenced in Section 5.1 (ii) and any other instruments of conveyance as contemplated in this Article 5, the Hospice Facility shall, as determined solely by the County, be (i) used for the provision of Hospice services, (ii) otherwise used by the County for the public health in Craven County or, (iii) conveyed to a third-party without restriction, and any proceeds received by the County as a result of such conveyance shall be used for the public health in Craven County. The provisions of this paragraph shall survive the expiration or other termination of this Agreement.

5.3 It is the acknowledged intent of the Parties that significant funds used for the development and operation of the Hospice Facility will be raised in the form of tax deductible donations as referenced in §7.2 of this Agreement. It is further acknowledged that any discontinuance of the Hospice Facility as envisioned in this Agreement and the Agency Agreement would be of paramount concern to the Parties and particularly to the donors who will have donated money for this community project. However, after due and diligent consideration by the Parties and upon the advice of their legal and tax exempt advisors, it is recognized that the eventual operation of the Hospice Facility by the Health Department will be a public endeavor and that it is problematic from both a legal and practical perspective to absolutely bind future involved parties as to what would be in the public interest at that unknown time. With this situation in mind, the Parties have agreed to the provisions as set forth in §5.2 that any such public or tax deductible donated funds will

be used in the interest of public health as those interests may be determined by the County, as an elected public body, in good faith and in compliance with applicable laws that may be in effect at that time.

ARTICLE 6
Manner of Appointing Necessary Personnel

The **personnel** necessary to the execution of the Undertaking which is the subject of this Agreement, namely, Hospice Development and Construction Services, shall be appointed, employed or contracted for by CarolinaEast pursuant to the Agency Agreement. The Parties shall appoint the necessary **personnel** for performing their independent obligations under this Agreement. It is specifically understood that selection of an architect and general contractor for Hospice Development and Construction Services are subject to the approval of the County.

ARTICLE 7
Method of Financing

The Undertaking which is the subject of this Agreement shall be financed as follows:

7.1 CarolinaEast shall transfer the sum of **\$2,000,000.00** to the Foundation as **restricted funds** to be used solely for Hospice Development and Construction Services. These funds are to be transferred to the Foundation at such time as they are requested and the need and use of the funds identified. Funds will be disbursed pursuant to the Agency Agreement;

7.1.1 In lieu of the restricted funds to be transferred as referenced in §7.1, CarolinaEast may elect to transfer real estate. Any such transfer of real estate shall be approved by the Foundation in accordance with §4.1(vi) of the Agency Agreement. The value of any such real estate shall be determined by a qualified fair market value real estate appraiser and such value, as determined and agreed upon by the Parties shall be **a credit** on the \$2,000,000.00 hereinabove referenced.

7.2 Additional funds for the development of the Hospice Facility shall be acquired through the fundraising efforts of the Foundation;

7.3 Hospice Development and Construction Services, including financing of the Hospice Facility, shall be as described in the Agency Agreement;

7.4 Other than as set forth in this Agreement, no party hereto is expected nor obligated to provide any funding for the Hospice Facility.

ARTICLE 8
Ownership of Real Property

Real property necessary for the development of the Hospice Facility shall be **initially acquired and titled** in the name of the Foundation. Upon completion of the facility and issuance of a certificate of occupancy by the governmental body having jurisdiction, title to the Hospice Facility shall be transferred in fee simple to the County, or its designee.

ARTICLE 9
Responsibilities of County

The County agrees : In coordination with the Foundation and the Health Department, to review and approve the final architectural design and specifications of the Hospice Facility. The review and approval of the design and specifications shall also be coordinated with CarolinaEast, **as agent of the Foundation**, pursuant to the Agency Agreement.

ARTICLE 10
Responsibilities of Health Department

The Health Department agrees as follows:

10.1 To be an active participant in the development in the Certificate of Need application for the Hospice Facility and to be a co-applicant with the Foundation thereon;

10.2 In coordination with the Foundation and the County, upon receipt of a Certificate of Need from the Department, to review and approve the design of the Hospice Facility;

10.3 Upon completion of the Hospice Facility and issuance of a certificate of occupancy, to assume the operation thereof in accordance with the representations made in the Certificate of Need.

ARTICLE 11
Responsibilities of Foundation

The Foundation agrees as follows:

11.1 To be an active participant in the development in the Certificate of Need application for the Hospice Facility and to be a co-applicant thereon;

11.2 Together with CarolinaEast, **as agent**, to enter into the Agency Agreement, **as principal**, and to perform such acts as required by that agreement;

11.3 To institute and vigorously pursue a fundraising campaign to obtain necessary funds for the development and construction to final completion of the Hospice Facility;

11.4 In coordination with CarolinaEast, **as agent**, pursuant to the Agency Agreement, perform Hospice Development and Construction Services. The final design of the Hospice Facility shall be subject to the approval of the County.

ARTICLE 12
Responsibilities of CarolinaEast

CarolinaEast agrees as follows:

12.1 Pursuant to the Agency Agreement, to be an active participant and assist in the development of the Certificate of Need application for the Hospice Facility on behalf of the Health Department and the Foundation, as co-applicants;

12.2 Together with the Foundation, **as principal**, to enter into the Agency Agreement, **as agent**, and to perform such acts as required by that agreement;

12.3 To transfer the sum of \$2,000,000.00 in cash or real estate, or a combination of both, to the Foundation as set forth in this Agreement and the Agency Agreement. In the event that real estate is used to satisfy this requirement, it shall be transferred at the value established by a licensed and qualified appraiser;

12.4 To provide financial and non-financial assistance in the development of the Certificate of Need application;

12.5 To provide Hospice Development and Construction Services.

ARTICLE 13
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 each party.

ARTICLE 14
Term

14.1 Term. The term of this Agreement shall be as set forth in Article 5 and may not otherwise be terminated by any party without the written consent of all Parties.

14.2 Disposition of Real Property Upon Expiration . Upon expiration of **this Agreement** as set forth in Article 5, the real property upon which the Hospice Facility may then be located shall be conveyed in fee simple to the County.

ARTICLE 15
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, 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 16
Entire Agreement

This instrument contains the entire Agreement among the Parties with regard to the subject matter hereof, 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. It is understood that the Agency Agreement will be entered into between CarolinaEast and the Foundation, as signatories.

ARTICLE 17
Remedies

This Agreement shall be enforceable by the Parties hereto by all remedies available at law or in equity, including but not limited to specific performance. Failure or delay to exercise any right, remedy or privilege hereunder shall not operate as a waiver of such right, remedy or privilege nor prevent subsequent enforcement thereof. No legal action shall be instituted by any party or parties to the Agreement against another party to the Agreement without a three-fourths vote of the other parties.

ARTICLE 18
Covenant of Further Assurances

The Parties agree that from and after the date of execution hereof, each will, upon the request of any other party, 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 19
Assignment

No assignment, delegation, transfer, or novation of this Agreement or any part thereof shall be made unless approved by the Parties.

ARTICLE 20
Quadruplicate Originals

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

ARTICLE 21
Governing Law

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, the same having been approved by the respective governing bodies.

Partners are Carolina East Medical Center, Carolina East Foundation and the Craven County Health Department. Commissioner Mark moved to recuse Chairman Dacey and Commissioner Tyson from voting due to a potential conflict of interest, being owners of property under consideration for locating the facility, seconded by Commissioner Allen and unanimously carried. Commissioner Allen moved to approve the Interlocal In-Patient Hospice Development Agreement, as presented, seconded by Commissioner Sampson and unanimously carried, with Chairman Dacey and Commissioner Tyson not casting a vote.

DEPARTMENTAL MATTERS: TAX RELEASES AND REFUNDS

Craven County Tax Administrator, Ronnie Antry, presented the following routine requests for tax releases and refund for the Board’s approval. Commissioner Allen moved for their approval, as presented, seconded by Commissioner McCabe and unanimously carried in a roll call vote.

Credits

TAXPAYER NAME	TICKET #	AMOUNT
BRADDOCK, ELIZABETH RELEASED TO BRUNSWICK COUNTY	2013-0090041	\$185.08
DIXON, NORA CLERICAL ERROR ON MOTOR HOME VALUE	2013-0090050	\$152.34
	2 – CREDIT MEMO (S)	\$337.42

Refund

DAVIS, GARY C DID NOT OWN 1/1/2012	2012-0090604	\$37.33
	1 – REFUND (S)	\$37.33

DEPARTMENTAL MATTERS: SHERIFF

EOMP Report

Administrative Captain, Jesse Pittman, presented the annual EOMP report, as follows:

EOMP Benefit Differential Summary

Revenue Cash Income +	\$570,215
EOMP Fees.....\$42,822	
Outside Counties.....\$225,400	
Federal.....\$ 51,566	
State Misd Conf.....\$250,427	
Savings +	\$268,020
Inmate Housing.....\$163,656	
Medical Diversions.....\$ 92,329	
Child Support Credits..\$ 12, 035	
Total Positive Benefits	\$838,235
Expenditures -	\$214,740
Vendor Charges.....\$93,460	
Staff Salaries.....\$110,000	
Auto Costs\$11,280	
Overall Benefit Differential +	\$623,495

Commissioner Mark inquired about the average monitoring bracelets in use. Captain Pittman responded that currently there is an average of 30-35 in use at any given time, compared to 15-17 two years ago.

DEPARTMENTAL MATTERS: HEALTH*Fee Recommendations*

Environmental Health Director, Ray Silverthorne, presented the following health fee recommendations.

Effective January 1, 2014 changes to NC Food regulations will result in a two point deduction in sanitation score for facilities that have not had an individual pass ServSafe exam.

1. Procedure Description: Plan review fee for existing establishments
 Staff time: \$134.52 – 6 hours @ \$22.42 per hour
Supply costs: \$ 15.00

TOTAL COST: \$149.52

Current Fee: \$100.00 Proposed Fee: \$150.00

2. Procedure Description: Plan review for new establishments
 Staff time: \$246.62 – 11 hours @ \$22.42 per hour
Supply costs: \$ 15.00

TOTAL COST \$261.62

Current Fee: \$200.00 Proposed Fee: \$250.00

3. Procedure Description: Proctor fee per student for ServSafe exam
 Staff time: \$44.82 – 2 hours @ \$22.42 per hour
Supply costs: \$45.00

TOTAL COST \$89.84

Proposed Fee: \$75.00

Mr. Silverthorne was asked to research the feasibility of a reduced group fee for exam proctoring for larger groups.

Commissioner Tyson moved to approve the recommended fees, as presented, seconded by Commissioner Mark and unanimously carried.

DEPARTMENTAL MATTERS: HUMAN RESOURCES*2014 Holiday Schedule*

The following proposed Craven County 2014 Holiday Schedule was presented for approval, in accordance with the Craven County Personnel Resolution, Article VIII. Leave of Absence, Section 2.

**CRAVEN COUNTY
2014 HOLIDAY SCHEDULE**

**NEW YEAR'S DAY
Wednesday, January 1, 2014**

**MARTIN LUTHER KING, JR.'S BIRTHDAY
Monday, January 20, 2014**

**GOOD FRIDAY
Friday, April 18, 2014**

**MEMORIAL DAY
Monday, May 26, 2014**

INDEPENDENCE DAY

Friday, July 4, 2014

LABOR DAY

Monday, September 1, 2014

VETERANS DAY

Monday, November 10, 2014 (Floating)

Tuesday, November 11, 2014

THANKSGIVING

Thursday, November 27, 2014

Friday, November 28, 2014

CHRISTMAS

Wednesday, December 24, 2014

Thursday, December 25, 2014

Friday, December 26, 2014

Commissioner Sampson moved for its approval, seconded by Commissioner Mark and unanimously carried.

DEPARTMENTAL MATTERS: FINANCE

Budget Amendments

Assistant County Manager, Finance/Administration, Rick Hemphill, presented the following budget amendments for the Board’s approval. Commissioner Mark moved for their approval, with a second from Commissioner Tyson and carried unanimously in a roll call vote.

E911

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
222-0000-399-01-00 Fund Balance	\$175,000.00	222-2501-410-73-01 C/O over \$5,000	\$175,000.00
TOTAL	\$175,000.00	TOTAL	\$175,000.00

Justification: Provide funds to purchase remainder of equipment needed for E911 upgrade including computers, monitors, recorder and balance of Motorola equipment.

Environmental Health

101-3101-399-08-00 FDA	\$2,500.00	101-3101-420-25-00 Travel/Training	\$1,170.00
		101-3101-420-32-40 Other Supplies	\$1,330.00
TOTAL	\$2,500.00	TOTAL	\$2,500.00

Justification: In late June 2013, Environmental Health received \$2,500 from the FDA. Need to carry over these funds to provide \$1,770 for mandatory training and \$1,330 for supplies to include lab coats, light meters, thermocouples and printer for food and lodging program.

APPOINTMENTS

Firemen's Relief Fund Board of Trustees

Commissioner Taylor moved to appoint Daniel New to replace Duward White, representing Dover. Commissioner Mark seconded the motion, which was unanimously carried.

Nursing Home Advisory Committee

It was the consensus of the Board to defer this appointment.

Regional Aging Advisory Committee

It was the consensus of the Board to defer this appointment.

Upcoming Appointments

The Board was apprised of the following upcoming appointments to boards and committees:

September:

- Juvenile Crime Prevention

October:

- Firemen's Relief fund
- Industrial Facilities Pollution
- Control Financing Authority

COUNTY ATTORNEY'S REPORT

Offer to Purchase Real Properties

County Attorney, Jim Hicks, reported that the County has received an offer from Dred Mitchell, Jr. in the amount of \$3,000 for property, located near Cove City (#3-035-124), which was acquired through a tax foreclosure in 2004. The total taxes and costs that were foreclosed on were \$2,449.40.

The County has also received an offer from Wilbur Boone in the amount of \$9,500.00 for property located off Temples Point Road (#5-008-134), which was acquired through a tax foreclosure earlier this year. The total taxes and costs that were foreclosed on were \$9,433.22.

Commissioner Tyson moved to accept offers on both properties, seconded by Commissioner Mark and unanimously carried. The properties will be advertised for upset bids in accordance with General Statutes. Once no further upset bids are timely received, the County may accept or reject the final offer.

COUNTY MANAGER'S REPORT

County Manager, Jack Veit, introduced the new Economic Development Director, Timothy Downs, to the Board.

COMMISSIONERS' REPORTS

Commissioner McCabe announced that he visited Roger Bell Elementary School and volunteered to pressure wash the front of their building.

Commissioner Sampson commented on gas prices and stated that Christians must show love. He expressed his gratitude to be living in Craven County.

Commissioner Allen announced that he was asked to be the parliamentarian at the NALBOH Conference last week in Salt Lake City, Utah and will talk to the other Commissioners individually regarding the County's voting position at the NCACC Conference next week.

Commissioner Taylor announced that September 1 is the deadline for Dover Fire Department to consolidate loans and asked that Chief Brad White be allowed to inform the Board of the department's plans. Mr. White stated that they will add to an existing loan to fund an addition to the fire station. The Department has been awarded a 50/50 state grant (\$30,000/\$30,000) but is not asking the County for any money. Currently the fire department has \$13,000/year in debt service in the budget. There were no concerns or objections from the Board. Commissioner Taylor also made the following announcements:

- Agribusiness Day will be held August 20th
- Col. Zimmerman will be leaving MCAS Cherry Point to take command of an attachment in Guam.
- August 29 at 7:00 p.m. an Estate Planning Session for farmers will be held at Cooperative Extension

Commissioner Mark announced his attendance at the Highway 17 Association meeting and stated that they are looking for help from D.O.T. He also attended the Highway 70 Corridor Committee meeting and stated that a new set of bylaws has been developed and a nominating committee organized to address Commissioner appointments.

Chairman Dacey announced a Trent Woods Town Hall meeting to be held on August 22 and stated that he will be meeting with Havelock Commissioners later today. Commissioner Taylor inquired about district maps. Chairman Dacey responded that he has not heard anything back from Marshall Hurley but will call him.

CLOSED SESSION

At 10:10 a.m. Commissioner McCabe moved to go into closed session, seconded by Commissioner Tyson, pursuant to N.C.G.S. 143-318(a)(3) and (4) for consultation with the attorney and to discuss industrial expansion.

At 11:00 a.m. the Board was declared back in regular session with no action to report. Commissioner Sampson moved to adjourn, seconded by Commissioner Taylor and unanimously carried.