

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MONDAY, SEPTEMBER 15, 2014
8:30 A.M.**

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE MINUTES OF SEPTEMBER 2, 2014 REGULAR SESSION

1. CIESZKO WATER SYSTEM: Ned Cieszko, System Owner
2. WATER PROCESSING PLANT BID AWARD: Rusty Hayes, Water Superintendent and Chris Windley, McKim & Creed
3. WATER CONTRACT AMENDMENT AND BUDGET AMENDMENT: Rick Hemphill, Assistant County Manager – Finance/Administration and Chris Windley, Mckim & Creed
4. WATER LINE EXTENSION FOR OLD US 70 WEST BID AWARD RECOMMENDATION: Rusty Hayes
5. COAL ASH REPORT: Millie Chalk, Duke Energy
6. ACT CONTRACTS: Jack Veit, County Manager
7. PROCLAMATION RECOGNIZING YOUNG MARINES
8. SALE OF HOME HEALTH AGENCY: Jim Hicks, County Attorney

DEPARTMENTAL MATTERS

9. TAX – RELEASES AND REFUNDS: Ronnie Antry, Tax Administrator
10. HEALTH – Budget Amendment: Ray Silverthorne, Environmental Health Director

11. RECREATION – BUDGET AMENDMENT: Eddie Games, Recreation Director
12. SOCIAL SERVICES – BUDGET AMENDMENTS: Alfreda Stout, Assistant Social Services Director
13. CARTS – REQUEST TO SET PUBLIC HEARING: Roseann Christian, CARTS Director
14. PLANNING – ROAD CLOSURE REQUEST: Reed Smith, NCDOT District Engineer
15. APPOINTMENTS
16. COUNTY ATTORNEY’S REPORT: Jim Hicks
17. COUNTY MANAGER’S REPORT: Jack Veit
18. COMMISSIONERS’ REPORTS
19. CLOSED SESSION

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 SEPTEMBER 15, 2014. THE MEETING CONVENED AT 8:30 A.M.

MEMBERS PRESENT:

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

MEMBERS ABSENT:

- Commissioner Lee Kyle Allen

STAFF PRESENT:

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

Following an invocation by Commissioner Tyson and the Pledge of Allegiance, Commissioner Tyson moved to amend the agenda by tabling Item #1, Cieszko Water System, and adding an airport request as Item #1, seconded by Commissioner Taylor and unanimously carried. Commissioner McCabe moved to approve the minutes of September 2, 2014 regular session, seconded by Commissioner Sampson and unanimously carried.

Commissioner Sampson moved to excuse Commissioner Taylor at 10:30 a.m. to attend a presentation of BSH to West Craven Middle School, seconded by Commissioner McCabe and unanimously carried.

AIRPORT REQUEST

Deputy Airport Director, Andrew Shorter, presented the airport’s request for verbal approval for \$4.7M – Runway Rehabilitation Project grant application for FAA. Of the total, \$3M is discretionary funding and \$1.7M is part of an entitlement generated partially from ticket sales, otherwise known as “passenger facility charges”. A document is to follow. Commissioner Sampson moved to approve the request, seconded by Commissioner Dacey and unanimously carried. Commissioner Dacey stated that this has been considered by the Airport Authority for several months.

WATER PROCESSING PLANT BID AWARD

Based on the Board’s decision to re-bid the Water Processing Plant project, the following four bids were received and opened on September 4.

Bidder	Base Bid	Add Alt No. 1	Add Alt No. 2	Deduct Alt No. 1	Deduct Alt No.	Deduct Alt. No. 3
Shook Const.	\$22,766,590.00	\$377,000.00	\$1,624,795.00	\$(5,000.00)	\$(80,000.00)	\$(12,000.00)
English Const. Co.	\$23,258,106.00	\$292,000.00	\$1,695,082.00	\$(8,700.00)	\$(80,000.00)	\$(18,000.00)
T.A. Loving Co.	\$23,326,722.75	\$350,000.00	\$1,597,492.5	\$(10,000.00)	\$(100,000.00)	\$(10,000.00)
State Utility Contractors Inc.	\$23,604,708.00	\$313,000.00	\$1,576,550.00	\$(10,000.00)	\$(80,000.00)	\$(18,000.00)

Staff recommended that the bid be awarded to Shook Construction of Apex, NC.

Commissioner Taylor requested an explanation of alternates added. Brian Blake of McKim & Creed, responded that the base bid is for 2 million gallons per day. The alternates reflect increasing capacity to 3 million gallons per day, plus a production well and facility changes to handle the increased capacity. Commissioner Sampson moved to award the bid, as recommended, to Shook Construction, seconded by Commissioner McCabe and unanimously carried.

WATER CONTRACT AMENDMENT AND BUDGET AMENDMENT

Rick Hemphill, Assistant County Manager – Finance/Administration, presented a contract amendment and a budget amendment required to the original contract with McKim & Creed for items which the County had not decided how to administer originally, such as the SCADA system and special inspections. Since the decision has now been made to contract with McKim and Creed to handle these items, he requested an amendment in the amount of \$247,200 for adding these items to their contract. Commissioner Sampson moved to approve the following budget amendment, seconded by Commissioner McCabe and unanimously carried in a roll call vote.

Treatment Plant Construction

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
422-0000-380-00-00 Loan Proceeds	\$247,200.00	422-4527-475-75-18 Engineering	\$247,200.00
(new sub dept for construction phase)			
TOTAL	\$247,200.00	TOTAL	\$247,200.00

Justification: Amend budget of project for amendment number one to McKim & Creed contract. An ordinance will be updated at next meeting.

**WATER LINE EXTENSION FOR OLD US 70 WEST BID AWARD
RECOMMENDATION**

Water Superintendent, Rusty Hayes, reported that on September 12, 2014, the Craven County Water Department received informal bids for the extension of a new waterline to serve customers that currently do not have access to the County water system. Two bids were received from the following contractors: James L. Cayton Utilities, Inc, in the amount of \$72,760 and the second from Herring-Rivenbark Inc in the amount of \$63,500. The project was budgeted in 2014-15 at an estimated cost of \$82,700. Although there will be some additional engineering cost involved with the completion of the project, it will be well below the estimate. The County has worked with both contractors in the past and both are reputable.

Staff recommended award of the project to the low bidder, Herring-Rivenbark, Inc. in the amount of \$63,500.

Commissioner Sampson moved to award the bid to Herring-Rivenbark in the amount of \$63,500, as recommended by staff, seconded by Commissioner Taylor and unanimously carried.

COAL ASH REPORT

Based on a request by Commissioner McCabe, Millie Chalk of Duke Energy presented information to the Board concerning coal ash. She stated that each site is evaluated individually, including the potential for beneficial use of the coal ash.

ACT CONTRACTS

At the Board’s last meeting ACT contracts were removed from the agenda and deferred until this meeting.

Commissioner Dacey moved to approve the following documents, seconded by Commissioner Taylor and unanimously carried.

NORTH CAROLINA

CRAVEN COUNTY

**AGREEMENT FOR ECONOMIC
DEVELOPMENT SUPPORT**

This **AGREEMENT FOR ECONOMIC DEVELOPMENT SUPPORT**, by and between **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina, and **ALLIES FOR CHERRY POINT'S TOMORROW**, a North Carolina not-for-profit corporation.

**WITNESSETH:
ARTICLE 1**

Definitions

Certain terms having specific definitions are used in this Agreement, and those 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.

In addition to the defined terms appearing in this Article and used generally throughout the Agreement, some terms may be specific to a particular paragraph or provision 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 "ACT" means and refers to Allies for Cherry Point's Tomorrow, a North Carolina nonprofit corporation, tax exempt under Section 501(c)(4) of the United States Internal Revenue Code.

1.2 "Agreement" means and refers to this *Agreement for Economic Development Support* entered into between the Parties.

1.3 "Contracted Services" means and refers exclusively to the following five (5) categories of services, collectively: (1) federal affairs consultant services; (2) state affairs consultant services; (3) legal services; (4) accounting services, including auditing services; and, (5) marketing services.

1.4 "County" means and refers to Craven County, a body politic and corporate of the State of North Carolina. When the context requires, "County" may also refer to County's manager who as of the Effective Date shall be considered County's authorized agent for purposes of this Agreement, unless otherwise specifically provided herein.

1.5 "Effective Date" means and refers to the latest date on the signature page of this Agreement indicating the agreement of the Parties to the matters and things contained herein.

1.6 "Parties" means and refers to the County and ACT.

1.7 "Restricted Funds" means and refers to money advanced by County pursuant to Article 6, to be used only for Contracted Services.

ARTICLE 2

Recitals

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

2.1 Marine Corps Air Station Cherry Point, Fleet Readiness Center East, and their military and civilian personnel, together with dependents of those personnel, are the largest single economic force in Craven County.

2.2 ACT has as one of its primary purposes the protection and preservation of Marine Corps Air Station Cherry Point, Fleet Readiness Center East, and their military and civilian personnel, together with the dependents of those personnel. Further, ACT has been instrumental in such protection and preservation for more than 18 years.

2.3 County believes that the economic assistance to ACT contemplated herein will increase the population, taxable property, agricultural industries, business prospects, education, and general economic prosperity for all of the citizens of the County; and shall otherwise protect

and promote the general health, safety and welfare of the citizens of the County.

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. §§153A-11 ("Corporate powers"), 153A-13 ("Continuing contracts") and 153A-449 ("Contracts with private entities").

ARTICLE 4

Purpose of Agreement

The purpose of this Agreement is to document the agreement of the Parties to provide economic assistance to ACT in order to support ACT's efforts towards preserving the viability of Marine Corps Air Station Cherry Point, Fleet Readiness Center East, and their military and civilian personnel. This Agreement is in furtherance of the intent to enhance the economic development and general welfare of Craven County as set forth in Article 2.

ARTICLE 5

Term and Duration

This Agreement shall be effective upon the Effective Date, and unless sooner terminated for cause by either party on fifteen (15) days advance written notice, terminate on June 30, 2015; provided however that the County shall be obligated to make any required final installment of Restricted Funds on July 15, 2015. For purposes of this Article 5, "for cause" means any material violation of the terms of this Agreement, including but not limited to the utilization of any Restricted Funds by ACT for purposes other than Contracted Services without the written approval of the County. Prior to terminating this Agreement for cause, a party must be given written notice of the alleged material violation of the terms of this Agreement, and a period of five (5) business days to cure the same.

ARTICLE 6

Method of Economic Assistance

6.1 The Parties shall undertake the following process in relation to ACT entering into any contracts for Contracted Services which are to be reimbursed, in whole or in part, by the County hereunder:

A. ACT shall prepare a proposed ten (10) month budget for each of the five (5) components of Contracted Services, which first shall be approved by the ACT Board of Directors. The parties expressly agree that the provisions of this Section 6.1(A) have been satisfied as of the Effective Date

B. Upon approval by the ACT Board of Directors of the proposed ten (10) month budget for each of the five (5) components of Contracted Services, representatives of ACT and the County will meet to review and discuss the same. Once the Parties' representatives have agreed on a final proposed budget, the same shall be submitted to the Craven County Board of Commissioners for its approval of the same.

Provided, however, in the event that the Craven County Board of Commissioners does not approve the same by August 31, 2014, then this Agreement shall immediately and automatically terminate at 11:59 p.m. on such date, and be of no further force or effect. The parties expressly agree that the provisions of this Section 6.1(B) have been satisfied as of the Effective Date

C. Upon approval of the budget for each of the five (5) components of Contracted Services by the County, ACT shall solicit Requests for Proposals for the same, based on the estimated budget ranges and requested services so approved; but in no event, to be for more than ten (10) months. The parties expressly agree that the provisions of this Section 6.1(C) have been satisfied as of the Effective Date.

D. ACT shall thereafter decide which Requests for Proposals it decides to accept, and shall enter into binding written agreements for the same, to be effective September 1, 2014; or such other date as the Parties may agree in writing. ACT may enter into contracts for Contracted Services in any amount it elects, even if more than the approved budgeted amount.

The County shall not be a party to such contracts for Contracted Services.

E. In no event shall the County be obligated to fund ACT for any component of the Contracted Services more than the budgeted amount approved by the County, or the actual contracted amount, whichever is less. In no event shall the County be obligated to fund more than Forty Thousand Dollars (\$40,000.00) per month for all Contracted Services in the aggregate.

6.2 Subject to compliance by ACT with all conditions contained herein, and upon receipt of a written invoice from ACT certifying that the funds will be expended in accordance with the provisions of this Agreement, County shall transfer up to the sum of Forty Thousand Dollars (\$40,000.00) per month during the term hereof to ACT as Restricted Funds, the exact amount as set forth and determined pursuant to Section 6.1 above. Subject to County's receipt of Act's written invoice, such transfer of Restricted Funds to ACT shall be made in ten (10) monthly equal installments, beginning September 15, 2014, and continuing on the 15th day of each month thereafter. Upon termination of this Agreement, ACT shall have no claim for any remaining Restricted Funds not used or reasonably allocated for use by ACT.

6.3 At any time during the term of this Agreement, and for a period of one (1) year thereafter, County may require ACT to provide an itemization of the uses and disbursements of the Restricted Funds and the recipients thereof, to be provided within ten (10) days of such request.

6.4 The Parties recognize and agree that ACT will be entering into contracts for Contracted Services, each with a term of ten (10) months, obligating itself to make payments for such services consistent with the provisions of this Section 6. In the event County breaches this Agreement, and such breach creates any liability for ACT arising out of its inability to make timely payments for Contracted Services, County shall indemnify, defend and hold ACT harmless from and against any and all damages, losses, claims, liabilities, deficiencies and obligations of every kind and description resulting from the County's breach of this Agreement.

ARTICLE 7

Responsibilities of ACT

7.1 ACT shall utilize the Restricted Funds only in accordance with this Agreement and for no other purpose without the advance written consent of the County.

7.2 ACT agrees that it will have the Restricted Funds audited on at least an annual basis by a certified public accountant agreeable to both ACT and the County, and that the results of the audit will be provided to the County within ten (10) days of receipt of the same. ACT shall be solely responsible for all costs related to the audit, but may utilize the Restricted Funds for the same.

7.3 Upon request of the County, ACT agrees that during the term of this Agreement, representatives of the Parties will meet to discuss future budgetary/funding needs beyond the term of this Agreement, and to discuss any procedural improvements that might assist the Parties in carrying out the purpose of this Agreement.

ARTICLE 8

Responsibilities of County

8.1 The County agrees to transmit the Restricted Funds to ACT for use for Contracted Services in furtherance of economic development as specified in Article 6.

8.2 Upon request of ACT, the County agrees that during the term of this Agreement, representatives of the Parties will meet to discuss future budgetary/funding needs beyond the term of this Agreement, and to discuss any procedural improvements that might assist the Parties in carrying out the purpose of this Agreement.

ARTICLE 9

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 10**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.

ARTICLE 11**Assignment**

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

ARTICLE 12**Duplicate Originals**

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

ARTICLE 13**No Third Party Beneficiaries**

This Agreement is intended to set forth the rights and obligations of the Parties hereto and no other person or entity shall have any rights or remedies as a third party beneficiary.

ARTICLE 14**Governing Law; Exclusive Venue**

Notwithstanding the principles of conflicts of law, the internal laws of the State of North Carolina shall govern and control the validity, interpretation, performance, and enforcement of this Agreement. Exclusive venue for any action, whether at law or in equity, shall be Craven County.

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

NORTH CAROLINA

**INTERLOCAL AGREEMENT
FOR JOINT ECONOMIC
DEVELOPMENT SUPPORT**

CRAVEN COUNTY

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

W I T N E S S E T H:**ARTICLE 1****Definitions**

Certain terms having specific definitions are used in this Agreement, and those 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 may be specific to a particular paragraph or provision 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 "ACT" means and refers to Allies for Cherry Point's Tomorrow, a North Carolina nonprofit corporation, tax exempt under Section 501(c)(4) of the United States Internal Revenue Code.

1.2 "ACT Agreement" means and refers to a written agreement between the County and ACT that specifies matters related to the receipt and expenditure of the Restricted Funds.

1.3 "Agreement" means and refers to this *Interlocal Agreement for Joint Economic Development Support* entered into between the Parties pursuant to the authorization contained in Chapter 160A, Article 20 (Interlocal Cooperation), Part 1 (Joint Exercise of Powers) of the General Statutes of North Carolina.

1.4 "CarolinaEast" means and refers to CarolinaEast Medical Center, a North Carolina non-profit membership corporation whose sole member is CarolinaEast Health.

1.5 "CarolinaEast Health" means and refers to CarolinaEast Health System, a North Carolina Hospital Authority established pursuant to the North Carolina Hospital Authorities Act, Chapter 131E, Article 2, Part B of the General Statutes of North Carolina.

1.6 "Contracted Services" means and refers exclusively to the following five (5) categories of services, collectively: (1) federal affairs consultant services; (2) state affairs consultant services; (3) legal services; (4) accounting services, including auditing services; and, (5) marketing services.

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

1.8 "Effective Date" means and refers to September 1, 2014, retroactive from the **latest date** on the signature page of this Agreement indicating the agreement of the Parties to the matters and things contained herein.

1.9 "Parties" means and refers to the County, CarolinaEast Health and CarolinaEast.

1.10 "Restricted Funds" means and refers to money advanced by CarolinaEast pursuant to §7.1 to be used only for Contracted Services.

1.11 "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.

1.12 "Units of Local Government" means and refers to CarolinaEast, CarolinaEast Health and the County.

ARTICLE 2

Recitals

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

2.1 The governing bodies of CarolinaEast and CarolinaEast Health, by resolution adopted on September 13, 2011, resolved that in order to support their operations and maintain their financial viability and independence, the economy of their service area must be supported and maintained and, to the extent possible, revenue streams from payor sources such as Medicare, Medicaid, Tricare, commercial and managed care payors must remain constant or increase and revenue streams received from existing payor sources must not decrease in unsustainable amounts.

2.2 Significant active duty military personnel and active duty dependents receive healthcare services at CarolinaEast through the Tricare program, and significant numbers of civilians employed by the federal government receive health care services at CarolinaEast, making imperative to the financial stability of CarolinaEast the maintenance of a viable presence at Marine Corps Air Station Cherry Point and Fleet Readiness Center East, for which CarolinaEast is a sole community provider under the Tricare Program.

2.3 Marine Corps Air Station Cherry Point, Fleet Readiness Center East, and their military and civilian personnel, together with dependents of those personnel, are the largest single economic force in the service area of CarolinaEast and CarolinaEast Health.

2.4 The Units of Local Government fully support economic development in their service area in order to maintain the health, safety and general welfare of their citizens, including the maintenance and protection of the acute care facilities of CarolinaEast and CarolinaEast Health, which serve the healthcare needs of the population in their service area.

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, as well as the September 13, 2011 resolution of CarolinaEast.

ARTICLE 4

Purpose of Agreement

The purpose of this Agreement is to document the agreement of the Parties to provide economic assistance to ACT in order to support ACT's efforts towards preserving the viability of Marine Corps Air Station Cherry Point, Fleet Readiness Center East and their military and civilian personnel. This Agreement is in furtherance of the intent to enhance the economic development of the CarolinaEast and CarolinaEast Health service area as set forth in a resolution of the Board of Directors of CarolinaEast on September 13, 2011, in which the CarolinaEast Board of Directors took action to maintain the financial viability and independence and support the economy of the CarolinaEast Health service area to the extent possible, in part by maintaining revenue streams from payor sources such as Medicare, Medicaid, Tricare, commercial and managed care payors and by preventing revenue streams received from existing payor sources from decreasing in unsustainable amounts.

ARTICLE 5

Term and Duration

5.1 The initial term of this Agreement shall be for a period of ten (10) months from the Effective Date.

5.2 Following the initial term, this Agreement shall continue on a month to month basis unless terminated by either Party, provided; however, that notwithstanding the expiration or termination of this Agreement, CarolinaEast shall be obligated to continue funding pursuant to Section 7.1 for any then current budget year of ACT in which ACT has planned activities and expenditures in reliance of receipt of the Restricted Funds.

ARTICLE 6

Manner of Appointing Necessary Personnel

The Parties shall each appoint the necessary **personnel** for performing their independent obligations under this Agreement.

ARTICLE 7

Method of Financing

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

7.1 Subject to compliance by ACT with the monthly need and use requirements set

forth in this paragraph and evidence thereof being supplied to CarolinaEast, or its designated agent, CarolinaEast shall transfer **up to** the sum of \$40,000.00 per month during the term hereof to the County as **Restricted Funds** intended to achieve the purposes set forth in Article 4.

In turn, the County shall transfer such Restricted Funds to ACT within fifteen (15) business days after the funds are requested by ACT, provided that ACT has identified the need and use of the funds on at least a monthly basis. Upon termination of this Agreement, any surplus Restricted Funds not used or reasonably allocated for use by ACT shall be returned to CarolinaEast.

7.2 At any time during the term of this Agreement, CarolinaEast may request that the County require ACT to provide an itemization of the uses and disbursements of the Restricted Funds and the recipients thereof.

7.3 Other than as set forth in this Agreement, neither CarolinaEast nor CarolinaEast Health is expected nor obligated to provide any funding for the purposes set forth in Article 4.

ARTICLE 8

Ownership of Real Property

There is no real property involved in this Undertaking.

ARTICLE 9

Responsibilities of County

9.1 The County agrees to receive the Restricted Funds transferred from CarolinaEast and transmit the same to ACT for use for Contracted Services in furtherance of economic development as specified in Article 4.

9.2 County agrees to require that the ACT Agreement require that the Restricted Funds will be audited on at least an annual basis by a certified public accountant agreeable to both ACT and the County and that the results of the audit be provided to the County and CarolinaEast.

9.3 County agrees that the ACT Agreement contain a requirement for ACT to prepare an annual budget showing the anticipated receipt and expenditure of the Restricted Funds.

9.4 County agrees to provide CarolinaEast a copy of executed ACT Agreement and any amendments thereto.

ARTICLE 10

Responsibilities of CarolinaEast

CarolinaEast agrees to provide the sums as set forth in Article 7.

ARTICLE 11

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 12

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.

ARTICLE 13**Assignment**

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

ARTICLE 14**Duplicate Originals**

This Agreement shall be executed by the Parties hereto in duplicate originals, each of which, when executed, shall constitute one and the same Agreement and one of which shall be retained by each of the Parties. It shall be sufficient that CarolinaEast and CarolinaEast share one original document.

ARTICLE 15**No Third Party Beneficiaries**

This Agreement is intended to set forth the rights and obligations of the Parties hereto and no other person or entity shall have any rights or remedies as a third party beneficiary, including, but not by way of limitation, ACT.

ARTICLE 16**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.

PROCLAMATION RECOGNIZING YOUNG MARINES

The Board was requested by the Cherry Point Young Marines to observe the last week of October as Red Ribbon Week, which recognizes the contributions by Young Marines to the war on illegal drugs. Commissioner McCabe moved to approve the following proclamation observing Red Ribbon Week, seconded by Commissioner Taylor and unanimously carried.

**PROCLAMATION
RED RIBBON WEEK**

WHEREAS, illegal drugs are a major contributor to the destruction of lives in our society, stealing the future and the potential of too many of our your people; and

WHEREAS, violent crime can too often be the result of the use and trafficking of these substances; and

WHEREAS, the last week of October is known as Red Ribbon Week in honor of those who stand against illegal drugs in our communities; and

WHEREAS, the Cherry Point Young Marines spend no less than twelve hours per year giving anti-drug instruction to other Young Marines, youth outside their organization and in their schools; and

WHEREAS, this youth service and education program promotes the mental, moral and physical development of boys and girls from age 8 through high school; and

WHEREAS, the Cherry Point Young Marines participate in Project Alert substance abuse program and received the 2013 Secretary of Defense Community Drug Awareness Fulcrum Shield Award for having one of the best anti-drug programs in the country.

NOW, THEREFORE, BE IT RESOLVED that the Craven County Board of Commissioners proclaims the week of October 23-31, 2014 Red Ribbon Week in Craven

County and commends the New Bern Young Marines for their efforts in this war against illegal drugs.

Adopted this 15th day of September, 2014.

SALE OF HOME HEALTH AGENCY

County Attorney, Jim Hicks, presented the following resolution and an Asset Purchase Agreement for sale of the Craven County Home Health Agency to Pruitt Health Home Health, Inc.

The documents provide that the County will sell its home health agency assets for the sum of \$850,000.00. He advised the Board that the County's current license is for both home health and hospice combined; however, the County is in the process of separating each service into separate licenses. Only the license for Home Health will be sold to Pruitt-Health, and the County will retain the license for Hospice. The application for separating the license, and the request to the Certificate of Need Section for an exemption of the sale, have been submitted to the appropriate State agencies. Commissioner McCabe moved to adopt the resolution, which also provides for execution of the agreements, seconded by Commissioner Sampson and unanimously carried.

Resolutions of the Craven County Board of Commissioners September 15, 2014

The following Resolutions were duly adopted by the Craven County Board of Commissioners (the "Board"), the governing body of Craven County (the "County"), in a duly called regular meeting on September 15, 2014.

WHEREAS, the County currently owns certain assets, which assets are associated with the provision of certified home health and related services within the geographic boundaries of Craven County, North Carolina (the "Agency"); and

WHEREAS, N.C. Gen. Stat. §131E-13 provides that if the County leases, sells, or conveys the Agency, or part thereof, the procedural requirements of N.C. Gen. Stat. §131E-13(d) shall apply; and

WHEREAS, the Board has carefully studied the future needs of the Agency and has held public hearings and obtained public comment on the present and future needs of the Agency in accordance with the requirements of N.C. Gen. Stat. §131E-13(d); and

WHEREAS, the Board has (i) at a regular meeting more than sixty (60) days prior to the date hereof, adopted a resolution declaring the intent of the County to sell the Agency (the "Resolution of Intent"); (ii) at said meeting, requested proposals for the sale of the Agency by direct solicitation of at least five (5) prospective purchasers; (iii) conducted a public hearing on the Resolution of Intent not less than fifteen (15) days after its adoption; (iv) required information on charges, services, and indigent care at similar facilities owned and operated by each proponent; (v) not less than forty-five (45) days after adopting the Resolution of Intent and not less than thirty (30) days after conducting the public hearing on the Resolution of Intent, conducted a public hearing on the proposals to purchase the Agency; and (vi) made copies of the proposals with respect to the Agency available to the public at least ten (10) days before the public hearing on said proposals, all in accordance with the requirements of N.C. Gen. Stat. §131E-13(d)(1) through (6); and

WHEREAS, PruittHealth Home Health, Inc., a Georgia corporation doing business in Craven County, North Carolina ("Pruitt"), which is experienced in the operation and management of home health agencies, submitted a proposal to purchase substantially all of the assets used in the operation of the Agency (the "Assets"); and

WHEREAS, the terms and conditions of the proposed sale of the Assets to Pruitt, have been reduced to writing in the form of an Asset Purchase Agreement by and between the County and Pruitt (the "Asset Purchase Agreement"), the form of which is attached hereto as Exhibit A; and

WHEREAS, at least ten (10) days before this meeting, the County made copies of the Asset Purchase Agreement available to the public in accordance with the requirements of the N.C. Gen. Stat. §131E-13(d)(8) and a legal notice of this regular meeting of the Board was published in accordance with the requirements of N.C. Gen. Stat. §131E-13(d)(7); and

WHEREAS, in accordance with the requirements of N.C. Gen. Stat. §131E-13(d)(7), after considering whether the sale of the Assets to Pruitt, in accordance with the provisions of this Resolution, will meet the health-related needs of medically underserved groups, such as low income persons, racial and ethnic minorities, and handicapped persons, the Board finds that the sale of the Assets is in the public interest.

NOW, THEREFORE, be it resolved that in accordance with N.C. Gen. Stat. §131E-13(d), the Board hereby authorizes the Chairman of the Board, and such other persons as may be required, on behalf of the County, to complete the following actions:

1. Execute on behalf of the County the Asset Purchase Agreement and any other agreements, certificates, documents, and instruments to be executed by the County in connection with the Asset Purchase Agreement, including, without limitation, the Bill of Sale and Assignment, and the Lease Agreement, in substantially the form presented to and approved by the Board.

2. Take such other and further actions as may be necessary to conclude and implement the transaction described in this Resolution.

This the 15th day of September, 2014.

DEPARTMENTAL MATTERS: TAX – RELEASES AND REFUNDS

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

Credits

TAXPAYER NAME	TICKET #	AMOUNT
ANDERSON, GERALD L FORECLOSURE – LIEN EXTINGUISHED	2014-0001246	\$59.10
ATTMORE, GEORGE & PEARL HRS FORECLOSURE – LIEN EXTINGUISHED	2005-0001776	\$110.90
ATTMORE, GEROGE & PEARL HRS FORECLOSURE – LIEN EXTINGUISHED	2006-0001779	\$105.37
ATTMORE, GEORGE & PEARL HRS FORECLOSURE – LIEN EXTINGUISHED	2007-0001866	\$101.11
ATTMORE, GEORGE & PEARL HRS FORECLOSURE – LIEN EXTINGUISHED	2008-0001917	\$95.47
ATTMORE, GEORGE & PEARL HRS FORECLOSURE – LIEN EXTINGUISHED	2009-0001915	\$90.30
ATTMORE, GEORGE & PEARL HRS FORECLOSURE – LIEN EXTINGUISHED	2010-0094405	\$87.42
ATTMORE, GEORGE & PEARL HRS FORECLOSURE – LIEN EXTINGUISHED	2011-0002017	\$82.79
ATTMORE, GEORGE & PEARL HRS FORECLOSURE – LIEN EXTINGUISHED	2012-0002002	\$76.57

ATTMORE, GEORGE & PEARL HRS FORECLOSURE – LIEN EXTINGUISHED	2013-0001947	\$70.07
ATTMORE, GEORGE & PEARL HRS FORECLOSURE – LIEN EXTINGUISHED	2014-0002071	\$60.77
BARFIELD, GAIL S FORECLOSURE – LIEN EXTINGUISHED	2014-0002951	\$138.19
BASS, CHRISTOPHER S INCORRECT SITUS – TO BE REBILLED	2014-0003376	\$135.45
BLAND, ANDREW M & MITZI R INCORRECT BILLING – TO BE REBILLED	2014-0005139	\$1,167.42
BRAXTON, JESSE F DOUBLE BILLED – SEE ACCT 92158	2014-0006316	\$664.58
BROWN, LARUETTE E INCORRECT BILLING – SEE ACCT 102481	2014-0007198	\$347.36
BRUNSON, MACK HRS FORECLOSURE – LIEN EXTINGUISHED	2014-0007440	\$57.38
BUCKL, WERNER A & MARY JO INCORRECT SITUS – TO BE REBILLED	2014-0007917	\$359.93
CAMPBELL, ARMESTER LEE DID NOT OWN MOBILE HOME 1/1/2014	2014-0008720	\$41.37
CAMPBELL, ARMESTER LEE DISCOVERY BILLING CORRECTION	2014-0090169	\$220.61
CAPPS, KENNETH L & SUSAN K DID NOT OWN 1/1/2014	2014-0008988	\$33.74
CHURCH – GUILFIELD MISSIONARY EXEMPT PER GS 105-278.3	2014-0010499	\$199.48
CHURCH – GUILDIED MISSIONARY EXEMPT PER GS 105-278.3	2014-0010500	\$47.92
CHURCH – MACEDONIA MISSIONARY EXEMPT PER GS 105-278.3	2014-0010514	\$131.63
CHURCH – SHABACH AME ZION EXEMPT PER GS 105-278.2	2014-0010537	\$244.38
CHURCH – UNION BAPTIST TRUSTEES EXEMPT PER GS 105-278.3	2014-0010559	\$67.04
CLARITY COMMUNICATIONS GROUP LISTING AMOUNT CORRECTION	2014-0010665	\$66.82
CORONA – ZAMACONA, MA ANGELICA DID NOT OWN 1/1/2010	2010-0058162	\$166.62
CORONA-ZAMACONA, MA ANGELICA DID NOT OWN 1/1/2011	2011-0012251	\$150.02

CORONA-ZAMACONA, MA ANGELICA 2012-0012129 DID NOT OWN 1/1/2012	\$125.46
CORONA-ZAMACONA, MA ANGELICA 2013-0011829 DID NOT OWN 1/1/2013	\$193.83
CRAVEN COUNTY & NEW BERN-CITY 2014-0012636 EXEMPT PROPERTY COUNTY & CITY OWNED	\$36.00
CRAVEN COUNTY & NEW BERN-CITY 2014-0012637 EXEMPT PROPERTY COUNTY& CITY OWNED	\$36.00
CRAVEN COUNTY & NEW BERN-CITY 2014-0012638 EXEMPT PROPERTY COUNTY & CITY OWNED	\$36.00
CRAVEN COUNTY & NEW BERN-CITY 2014-0012639 EXEMPT PROPERTY COUNTY & CITY OWNED	\$36.00
CROUELL, CHUNDRA 2014-0013002 FORECLOSURE – LIENEXTINGUISHED	\$565.72
DAVENPORT, CHRISTOPHER GEORGE 2014-0013841 APPRAISAL ERROR CORRECTION	\$180.33
DE LAGE LANDEN OPERATIONAL SER2014-0014455 APPRAISAL ERROR CORRECTION	\$18.93
DOVE, ELLA J PERRY 2014-0015735 FORECLOSURE – LIEN EXTINGUISHED	\$20.71
EARLS, SHAWN L 2011-0091953 NOT IN BUSINESS 1/1/2011	\$339.82
EARLS, SHAWN L 2012-0090638 NOT IN BUSINESS 1/1/2012	\$313.80
EARLS, SHAWN L 2013-0094730 NOT IN BUSINESS 1/1/2013	\$288.21
EVANS, NETTIE HRS 2014-0017799 FORECLOSURE – LIEN EXTINGUISHED	\$74.59
FILLINGAME, MATTHEW ALLEN 2014-0018520 DID NOT OWN MOTOR 1/1/2014	\$5.56
FIRE DEPT – NUMBER 7 TOWNSHIP FI 2014-0018608 DWELLING VACANT SINCE 2011	\$36.00
FORTUNATO, STEPHEN WILLIAM 2014-0019418 NOT TAXABLE TO CRAVEN COUNTY	\$123.55
GAXIOLA, MARIBEL GALAVIZ 2012-0021303 DID NOT OWN 1/1/2012	\$72.92
GAXIOLA, MARIBEL GALAVIZ 2013-0091950 DID NOT OWN 1/1/2013	\$66.69
GEER, KEVIN C 2014-0021283 VALUE ERROR CORRECTION	\$9.30
GILLIKIN, CURTIS & EVA A 2013-0091985 DID NOT OWN 1/1/2013	\$12.96

GORHAM, THOMAS H HEIRS FORECLOSURE – LIEN EXTINGUISHED	2014-0022365	\$363.39
HARDY, ALTON DEAN DID NOT OWN 1/1/2014	2013-0092063	\$18.50
HARRELL, CHARLES C SR HRS FORECLOSURE – LIEN EXTINGUISHED	2014-0024708	\$205.88
HAWKS, TIMOTHY RAY CORRECTED APPRAISAL ERROR ON CAMPER	2014-0025572	\$27.07
HINES, JUDY DOUBLE BILLED – SAME ACCOUNT	2014-0026826	\$250.35
HUDSON, CHRISTOPHER J & NELL R APPRAISAL ERROR – TO BE REBILLED	2014-0027896	\$567.48
HUDSON, CHRISTOPHER J & NELL R APPRAISAL ERROR – TO BE REBILLED	2014-0027895	\$1,842.59
HUDSON, JOSEPH M JR & MARY H DID NOT OWN 1/1/2014	2014-0027916	\$6.25
IPOCK, BRYAN M JR DWELLING UNOCCUPIED SINCE 9/26/2012	2014-0028501	\$36.00
IPOCK, BRYAN M JR DWELLING UNOCCUPIED SINCE MAR 2013	2014-0028502	\$36.00
JANKOWSKI, ROBERT & MONA BOAT NOT TAXABLE TO CRAVEN COUNTY	2014-0029134	\$786.96
JOHNSON, TOY A & TINA A DID NOT OWN 1/1/2014	2014-0029887	\$45.18
JONES, LINDA SMITH DWELLING UNOCCUPIED – DAMAGED	2014-0030337	\$36.00
JONES, SHIRLEY TEMPLE DWELLING DID NOT EXIST 1/1/2014	2014-0030518	\$488.00
KNOWLES, JEREMY D MILITARY EXEMPTION	2014-0032050	\$91.80
KORNEGAY, GLADYS DOUBLE BILLED SEE ACCT 40262	2014-0032235	\$332.65
LAURIE, JOESPH JOHN DID NOT OWN BOAT 1/1/2014	2014-0033062	\$32.02
LAURIE, JOSEPH JOHN DID NOT OWN 1/1/2013	2013-0090733	\$31.60
LAURIE, JOSEPH JOHN DID NOT OWN 1/1/2014	2013-0090733	\$16.08
LAURIE, MITCHELL CURTIS DID NOT OWN 1/1/2013	2013-0092646	\$18.31

LEWIS, KENNETH LAIRD & JUDITH VETERAN EXCLUSION ERROR CORRECTION	2014-0033759	\$325.46
LIBERTY PROPANE OPERATIONS LLC NOT IN BUSINESS 1/1/2014	2014-0033899	\$115.38
LILLY, RITCHIE M RECYCLE FEE CHARGED IN ERROR	2014-0034071	\$36.00
LIVINGSTON, MARCIA LYNN VALUE CORRECTION	2014-0034329	\$30.59
MARTIN, DANIEL J DWELLING DID NOT EXIST 1/1/2014	2014-0036098	\$36.00
MCCARTER, JOHNNIE B & LIZZIE FORECLOSURE – LIEN EXTINGUISHED	2007-0036156	\$63.51
MCCARTER, JOHNNIE B & LIZZIE FORECLOSURE – LIEN EXTINGUISHED	2008-0036836	\$60.25
MCCARTER, JOHNNIE B & LIZZIE FORECLOSURE – LIEN EXTINGUISHED	2009-0036941	\$57.01
MCCARTER, JOHNNIE B & LIZZIE FORECLOSURE – LIEN EXTINGUISHED	2010-0033688	\$58.26
MCCARTER, JOHNNIE B & LIZZIE FORECLOSURE – LIEN EXTINGUISHED	2011-0037496	\$59.81
MCCARTER, JOHNNIE B & LIZZIE FORECLOSURE – LIEN EXTINGUISHED	2012-0037364	\$55.77
MCCARTER, JOHNNIE B & LIZZIE FORECLOSURE- LIEN EXTINGUISHED	2013-0035998	\$46.25
MCCARTER, JOHNNIE B & LIZZIE FORECLOSURE – LIEN EXTINGUISHED	2014-0036761	\$38.70
MCCORD, TERESA COGDELL DWELLING RAISED BY CITY IN 2013	2014-0036901	\$122.34
MILKIN, FRED & LEORA FORECLOSURE – LIEN EXTINGUISHED	2014-0038516	\$70.52
MOORE, ROY LEE & JUDY L INCORRECT SITUS – TO REBILL	2014-0039832	\$180.44
MORRIS, TRICIA & ELLIS, JOSEPH FORECLOSURE – LIEN EXTINGUISHED	2014-0040381	\$35.72
MURDOCH ENTERPRISES INC NOT IN BUSINESS 1/1/2014	2014-0040681	\$40.77
PAYNE, JAY N & MARGARET B DID NOT OWN 1/1/2014	2014-0043949	\$15.90
PITNEY BOWES GLOBAL FINANCIAL APPRAISAL ERROR CORRECTION	2014-0044852	\$2.18
PITNEY BOWES GLOBAL FINANCIAL APPRAISAL ERROR CORRECTION	2014-0044854	\$10.07

PITNEY BOWES GLOBAL FINANCIAL APPRAISAL ERROR CORRECTION	2014-0044856	\$29.49
PITNEY BOWES GLOBAL FINANCIAL APPRAISAL ERROR CORRECTION	2014-0044865	\$1.43
PITNEY BOWES GLOBAL FINANCIAL APPRAISAL ERROR CORRECTION	2014-0044857	\$14.28
PITNEY BOWES GLOBAL FINANCIAL APPRAISAL ERROR CORRECTION	2014-0044858	\$64.25
PITNEY BOWES GLOBAL FINANCIAL APPRAISAL ERROR CORRECTION	2014-0044859	\$706.88
PITNEY BOWES GLOBAL FINANCIAL APPRAISAL ERROR CORRECTION	2014-0044860	\$11.15
PITNEY BOWES GLOBAL FINANCIAL APPRAISAL ERROR CORRECTION	2014-0044861	\$32.80
PITNEY BOWES GLOBAL FINANCIAL APPRAISAL ERROR CORRECTION	2014-0044863	\$433.18
PLECINSKI, JILL APPRAISAL ERROR CORRECTION	2014-0044943	\$570.38
ROUNTREE, RICHARD ANDREW LATE LISTING ERROR CORRECTION	2014-0048562	\$43.79
SANDERSON, TRAVIS W DID NOT OWN 1/1/2014	2014-0049415	\$56.54
SAWYER, DAVID E & RUBY DWELLING DID NOT EXIST 1/1/2014	2014-0049617	\$36.00
SERRANO-ORTIZ, HORTENCIA DWELLING DID NOT EXIST 1/1/2014	2014-0050482	\$36.00
SHAMP, RICHARD EDWARD BILLED IN INCORRECT SITUS/REBILL	2014-0050568	\$3,145.98
SIMMONS, THELMA C & JAMES OTE FORECLOSURE – LIEN EXTINGUISHED	2014-0051164	\$36.43
SONOCO PRODCUTS COMPANY LATE LISTING CORRECTION – NOT LATE	2014-0052368	\$115.81
SPENCE, AMY & IRA BRYAN SITUS ERROR CORRECTION – TO REBILL	2014-0052590	\$21.80
STARK, ERNEST B DWELLING VACANT SINCE 2008	2014-0053018	\$36.00
SWIGGETT, MAURICE DALE DID NOT OWN 1/1/2011	2011-0055524	\$220.18
SWIGGETT, MAURICE DALE DID NOT OWN 1/1/2012	2012-0055521	\$193.94

SWIGGETT, MAURICE DALE DID NOT OWN 1/1/2013	2013-0093552	\$169.92
TURNAGE, ELVERT LEE DWELLING RAISED IN 2013	2014-0057007	\$212.03
USA, DUANE & DOROTHY E APPRAISAL ERROR CORRECTION	2014-0057551	\$463.82
WARD, BOBBIE VALUE ADJUSTMENT DUE TO CONDITION	2014-0058700	\$125.64
WAYNE, TONY RAY APPRAISAL ERROR CORRECTION	2014-0059209	\$87.02
WELLS, MICHAEL R APPRAISAL ERROR CORRECTION	2014-0059519	\$93.70
WHITE, STEVEN HUMPHRIES NOT TAXABLE TO CRAVEN COUNTY	2014-0060635	\$530.67
WHITLEY, MICHAEL H DWELLING DID NOT EXIST 1/1/2014	2014-0061110	\$35.44
WIEDERKEHR, EUGENE ALBERT BOTH VEHICLES HAVE LICENSE PLATES	2014-0061195	\$278.70
YAMAHA MOTOR CORPORATION USA APPRAISAL ERROR CORRECTION	2014-0063266	\$530.11
	121 – CREDIT MEMO (S)	\$22,798.60

Refunds

BRAXTON, JESSE F DOUBLE BILLED SEE ACCT 92158	2013-0006199	\$664.58
MOORE, ROY LEE & JUDY L BILLED IN INCORRECT SITUS	2009-0040009	\$6.66
MOORE, ROY LEE & JUDY L BILLED IN INCORRECT SITUS	2010-0036444	\$7.94
MOORE, ROY LEE & JUDY L BILLED IN INCORRECT SITUS	2011-0040637	\$9.05
MOORE, ROY LEE & JUDY L BILLED IN INCORRECT SITUS	2012-0040540	\$8.61
MOORE, ROY LEE & JUDY L BILLED IN INCORRECT SITUS	2013-0039014	\$8.76
USA, DUANE & DOROTHY E CLERICAL ERROR CORRECTION	2011-0058698	\$468.62
USA, DUANE & DOROTHY E CLERICAL ERROR CORRECTION	2012-0058648	\$466.09
USA, DUANE & DOROTHY E CLERICAL ERROR CORRECTION	2013-0056219	\$463.82
	9 – REFUND (S)	\$2,104.13

DEPARTMENTAL MATTERS: HEALTH – BUDGET AMENDMENT

Craven County Health Director, Scott Harrelson, presented the following budget amendment for the Board’s approval. Commissioner Sampson moved for its approval, seconded by Commissioner McCabe and unanimously carried in a roll call vote.

3101 Environmental

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
101-3101-357-86-00 Course	\$525.00	101-3101-420-32-40 Other Supplies	\$525.00
TOTAL	\$525.00	TOTAL	\$525.00

Justification: This was not planned in the budget process. This is for people who have taken the class elsewhere, possibly online, or don’t feel the need to take the class, but need to take the exam, which has to be proctored by a certified ServSafe instructor.

DEPARTMENTAL MATTERS: RECREATION – BUDGET AMENDMENT

Recreation and Parks Director, Eddie Games, addressed the Board regarding a budget amendment for a grant received from the NC Community Foundation for additional outdoor fitness equipment. The department applied for this grant in May and received a \$3,000 check last month.

These funds will be used to complete this project which will total just over \$23,000. Other funding for this project was received from the Craven County Health Department (\$10,341), Craven County Health Foundation (\$5,000) and the Harold H. Bate Foundation (\$5,000). Equipment will be installed at Creekside Park close to the Walking Trail shelter and should be in place and ready to use later in the month. Commissioner Sampson moved to approve the following budget amendment, seconded by Commissioner McCabe and unanimously carried in a roll call vote.

Recreation

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
101-8001-346-10-00 NC Comm Foundation	\$3,000.00	101-8001-460-73-02 Other Improvements	\$3,000.00
TOTAL	\$3,000.00	TOTAL	\$3,000.00

Justification: Budget NC Community Foundation Grant of \$3,000 toward purchase of outdoor fitness equipment at Creekside.

DEPARTMENTAL MATTERS: SOCIAL SERVICES – BUDGET AMENDMENTS

Social Services Director, Kent Flowers, presented the following budget amendments for the Board’s approval.

DSS TANF 7231

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
101-7231-399-08-00 Fund Bal/Carryover	\$8,049.00	101-7231-450-39-30 Special Adoptions	\$8,049.00
TOTAL	\$8,049.00	TOTAL	\$8,049.00

Justification: Additional unspent funds from fiscal year 13/14 for Special Adoptions. The funds are awarded by the State based on the number of adoptions that are finalized and then given to DSS to use in the adoption programs. There is no County match.

DSS 7292

101-7292-352-40-00	\$12,996.00	101-7292-450-32-12	\$12,996.00
1 st Party Payment/Respite		Activity Supplies	
101-7292-336-39-00	\$ 1,000.00	101-7292-450-32-22	\$ 1,000.00
General Donations		Donation Supplies	
TOTAL	\$13,996.00	TOTAL	\$13,996.00

Justification: Budget amendment needed to establish line items for the Sunshine Center, Adult Respite Care Program located at the Craven County Senior Center. Estimated private pay revenue, donations and expenditures for program needs.

Commissioner Sampson moved to approve both budget amendments, seconded by Commissioner McCabe and unanimously carried in a roll call vote.

Commissioner Dacey inquired about how many adoptions there are annually. Mr. Flowers replied that the number varies year to year, depending on where each case is in the court system. He stated that he will provide a report to the Board for the last couple of years and will also provide a schedule of the Sunshine Center’s operating hours, at Commissioner Dacey’s request. Commissioner Sampson commented that adoptions need to be encouraged among citizens who are eligible to adopt.

DEPARTMENTAL MATTERS: CARTS – REQUEST TO SET PUBLIC HEARING

Rosann Christian, CARTS Director, requested that a public hearing be set for October 6, 2014 at 7:00 p.m. This public hearing is required as part of the process to apply for FY 2015 ROAP funding. Commissioner Sampson moved to set a public hearing for October 6, 2014 at 7:00 p.m., as requested, seconded by Commissioner McCabe and unanimously carried.

DEPARTMENTAL MATTERS: PLANNING – ROAD CLOSURE REQUEST

North Carolina Department of Transportation District Engineer, Reed Smith, requested that a portion of Brick Kiln Road (SR 1635) which lies between Norfolk Southern Railroad and the Old Brick Road outside of Vanceboro be closed. Joseph Midgette of 355 Old Brick Road, Vanceboro, desires to take control of the abandoned right-of-way. He advised the Board that no public hearing is required for this road closure, which eliminates a redundant rail crossing. Commissioner Tyson moved to adopt the following resolution, seconded by Commissioner McCabe.

**RESOLUTION OF THE CRAVEN COUNTY
BOARD OF COMMISSIONERS REQUESTING
THE BOARD OF TRANSPORTATION TO ABANDON
A ROAD IN THE SECONDARY SYSTEM**

WHEREAS, North Carolina Department of Transportation has requested that a portion of Secondary Road 1635 identified on the map attached hereto as Exhibit “A” be closed; and,

WHEREAS, it appears that the proposed abandonment would not prevent adjacent property owners from the ability to access their property; and,

WHEREAS, the proposed abandonment will not affect a road connecting with any street of a city or town; and,

WHEREAS, Craven County has not received any comments or correspondence in opposition to the proposed road closure, and all persons owning property adjacent to the portion of Secondary Road 1635 to be closed have consented to the proposed road closure; and,

WHEREAS, the abandonment of the above referenced section of Secondary Road 1635 is in the best interest of the citizens of Craven County.

NOW THEREFORE, BE IT HEREBY RESOLVED, that, pursuant to North Carolina General Statute § 136-63, the Craven County Board of Commissioners hereby request that the Board of Transportation abandon and remove from the secondary road system that portion of Secondary Road 1635 identified in Exhibit "A".

This Resolution is effective upon its adoption this 15th day of September, 2014.

Commissioner Sampson asked what can be done about roads damaged by logging trucks.

The Chairman asked that the matter on the table be voted on before addressing Commissioner Sampson's question. The motion on the table was unanimously carried.

Commissioner Sampson asked if the State can do anything to help citizens whose roads are torn up by loggers. Mr. Smith responded that damage can occur on roads even when vehicles are within the legal road weight limit established by the State. It is not the responsibility of the logging company, but of the Department of Transportation to repair those roads. D.O.T. will repair them, the best they can, based on funds available. He stated that citizens should contact his office to advise of needed repairs. Chairman Mark stated that the State legislature is considering ways to address private roads more effectively.

Commissioner Dacey suggested that Commissioner Sampson may want to initiate a legislative goal for NCACC to bring its weight behind legislators' attention to this issue. Commissioner Sampson indicated that he has already brought this issue to the attention of representatives.

APPOINTMENTS

Havelock Board of Adjustment

It was the consensus of the Board that this appointment be deferred.

Emergency Medical Services Advisory Council

It was the consensus of the Board that this appointment be deferred.

Nursing Home Advisory Committee

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

Agricultural Advisory Board

Commissioner Tyson moved to appoint Larry Paul to the District 6 seat held by Carl Turner, with Mr. Turner remaining on the Board, but shifted, to replace Johnny Pritchard, whose term expired, representing District 5. Commissioner Taylor seconded the motion which carried unanimously.

Upcoming Appointments

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

October

- Clean Sweep Committee
- Firemen's Relief Fund Board of Trustees
- Fire Tax Commissioners
- Industrial Facilities Pollution Control Financing Authority

COUNTY MANAGER'S REPORT

County Manager, Jack Veit, introduced new employee, Christine Kaine, Economic Development Marketing Analyst, who will be assisting the Economic Development Director. He announced that she has established a LinkedIn page for Economic Development.

Mr. Veit reported that the animal shelter is experiencing overcrowding and the County needs to look at expansion options. He stated that staff has had preliminary discussions with an architect and has reviewed state requirements. He further stated the he will likely have an architectural contract to present at the next meeting.

Mr. Veit reported that the Board of Education is unable to hold a joint meeting on September 29 at 8:30 a.m. and they did not suggest an alternate date. Chairman Mark proposed an alternate date of October 7 at 8:30 a.m. or October 10 at 8:30 a.m., to meet in the Commissioners' Room.

Mr. Veit advised the Board that arrangements have been made for the in-patient Hospice discussion regarding palliative care to continue in work session with Health Director, Scott Harrelson, on October 6 at 4:00 p.m. at the Emergency Operations Center. Mr. Veit inquired if there were any questions for Mr. Harrelson to be considered in advance.

Commissioner Dacey stated that he is interested in having a business case made for the County's involvement, and clarification provided as to the expectation and timing of County funding.

COMMISSIONERS' REPORTS

Commissioner Tyson reported that Eastern Carolina Council of Governments was awarded a pilot program: "Money Follows the Person", whereby nursing home residents on Medicaid can have money follow them to a private residence along with appropriate services. He also stated that under current funding, DOT will be \$1 billion in the hole within the next four years.

Commissioner Dacey reported that the New Bern Library Foundation met last week and was updated. He stated that there is approximately \$83,000 in the fund. The Bergen study was presented to the library board, and there was discussion of the aging building and some needed changes. As the building ages, a possible new location may be considered for replacement.

He reported that ACT met and discussed an outline of legislative activities and a visit with Mack Thronberg. He announced a Governor's Military Advisory Board meeting at Miller's Landing aboard Cherry Point will be held on September 16 and stated that any Commissioners interested in attending are welcome and should let him know. He reported on his attendance at a dedication of sculptures at Craven Community College and stated that Dr. Catherine Chew thanked the Board of Commissioners.

He announced a Trent Woods Town Hall Meeting will be held on October 23 at 4:00 p.m.

Commissioner McCabe recognized George Liner and Arland Bell in the audience. He distributed information on Havelock Library funding needs. The library is requesting \$6,401 to purchase materials for the library. Commissioner McCabe moved to appropriate \$6,401 to the library, seconded by Commissioner Sampson and carried with two (2) "ayes", there being four (4) "nays" from Commissioners Dacey, Tyson, Taylor and Mark. Commissioner Dacey stated that he would like to suggest that it be brought to the attention of the Havelock Board of Commissioners since they are responsible for cutting the funding. The City of Havelock left the door open for revision of the budget with specific items first.

Commissioner Sampson commented on gas prices and problems with City of New Bern electric bills.

Commissioner Taylor announced that he will be traveling to West Craven Middle School where BSH will be donating two range hoods. He also announced that September 27 is Cove City Firemen's Day and the date of the West Craven Band Classic.

Chairman Mark reported that he is investigating Mr. and Mrs. Meador's water complaint, which was presented at the last meeting, and hopes to have an answer at the next meeting. He

announced his attendance at a DOT meeting with Planning Director, Don Baumgardner, regarding Highway 70 by-pass and his attendance at a 9/11 ceremony at Fairfield Harbour.

CLOSED SESSION

At 10:15 a.m. Commissioner McCabe moved to go into closed session, seconded by Commissioner Taylor, on a personnel matter, pursuant to N.C.G.S. 143-318.11(a)(6) and to plan, conduct or hear reports concerning investigations of alleged criminal misconduct, pursuant to N.C.G.S. 143-318.11(a)(7).

At 10:50 a.m. the Board returned to regular session with no action taken and moved to recess to reconvene on October 6, at 4:00 p.m.

Chairman Thomas F. Mark
Craven County Board of Commissioners

Gwendolyn M. Bryan
Clerk to the Board