

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
TUESDAY, SEPTEMBER 2, 2014
7:00 P.M.**

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE MINUTES OF AUGUST 18, 2014 REGULAR SESSION

1. PETITIONS OF CITIZENS
2. ABC BOARD PRESENTATION: Chip Chagnon, Chairman
3. TWP. 7 FIRE/RESCUE EQUIPMENT PURCHASE: Nicholas Armstrong, Chief
4. REQUEST FOR RESOLUTIONS/PROCLAMATION
 - A. NAACP Freedom Fund Banquet
 - B. Luke Martin, Jr. Day
 - C. Military Family of the Quarter

DEPARTMENTAL MATTERS

5. TAX RELEASES AND REFUNDS: Ronnie Antry, Tax Administrator
6. HEALTH – NOTICE OF INTENT TO EXECUTE ASSET PURCHASE AGREEMENT: Scott Harrelson, Health Director
7. SOLID WASTE – STORM DEBRIS CONTRACTS: Rusty Cotton, Solid Waste Director
8. PLANNING
 - A. Request for Contract Agreement – FY12 CDBG Infrastructure: Reed Whitesell, Holland Consulting Planners
 - B. Hurricane Irene HMGP Determination of Fair Compensation, Reed Whitesell
 - C. Subdivision for Approval: Don Baumgardner, Planning Director

9. FINANCE – BUDGET AMENDMENTS: Rick Hemphill, Assistant County Manager, Finance/Administration
10. ACT CONTRACTS: Jack Veit, County Manager
11. APPOINTMENTS
12. COUNTY ATTORNEY'S REPORT: Jim Hicks
13. COUNTY MANAGERS' REPORT: Jack Veit
14. COMMISSIONERS' REPORTS

Agenda Date: September 2, 2014

Presenter: _____

Agenda Item No. 1

Board Action Required: No

PETITIONS OF CITIZENS

Board Action: Receive Information

Agenda Date: September 2, 2014

Presenter: Chip Chagnon

Agenda Item No. 2

Board Action Required: Yes

ABC BOARD PRESENTATION

ABC Board Chairman, Chip Chagnon, will present the annual briefing to the Commissioners, including a request for approval of the ABC Board Travel Policy, which must be renewed annually.

Board Action: Receive information and consider renewing approval of the travel policy.

Agenda Date: September 2, 2014

Presenter: Chief Nicholas Armstrong

Agenda Item No. 3

Board Action Required: No

TWP. 7 FIRE/RESCUE EQUIPMENT PURCHASE

Township 7 Fire/Rescue is requesting to be on the agenda to inform the Commissioners of the intent to purchase a new fire engine that will replace a 26 year old engine. (See Attachment #3) Chief Nicholas Armstrong will make the presentation.

Board Action: Receive information. The agreement does not require the Board's approval, but notification only.

Agenda Date: September 2, 2014

Presenters: _____

Agenda Item No. 4

Board Action Required: Yes

REQUESTS FOR RESOLUTIONS/PROCLAMATION

A. NAACP ANNUAL FREEDOM FUND BANQUET

The Planning Committee for the Freedom Fund Banquet has requested that the Board adopt a congratulatory resolution, as it did last year, to be printed in the program. (See Attachment #4.A)

B. LUKE P. MARTIN, JR. DAY

Attachment #4.B. contains a letter from Tryon Palace requesting a proclamation of September 18, 2014 as Luke P. Martin, Jr. Day in Craven County to coincide with a recognition event being jointly sponsored with the New Bern Historical Society. The attachment also includes a copy of the requested proclamation.

C. MILITARY FAMILY OF THE QUARTER

The Board received a request to adopt the resolution, contained in Attachment #4.C., recognizing the family of Sergeant Mitchell Florea as Military Family of the Quarter.

Board Action: Consider adoption of resolutions/proclamation

Agenda Date: September 2, 2014

Presenter: Ronnie Antry

Agenda Item No. 5

Board Action Required: Yes

DEPARTMENTAL MATTERS: TAX RELEASES AND REFUNDS

Craven County Tax Administrator, Ronnie Antry, will present the routine requests for tax releases and refunds contained in Attachment #5 for the Board's approval.

Board Action: A roll call vote is needed to approve tax releases and refunds

Agenda Date: September 2, 2014

Presenter: Scott Harrelson

Agenda Item No. 6

Board Action Required: Yes

**DEPARTMENTAL MATTERS: HEALTH – NOTICE OF INTENT TO EXECUTE
ASSET PURCHASE AGREEMENT**

Craven County Health Director, Scott Harrelson, will be requesting Board authorization to advertise a public notice of intent to enter into an Asset Purchase Agreement with Pruitt Health for the sale of the Craven County Home Health Agency on September 15, 2014, in accordance with GS Sec. 131E-13(d)(7).

Board Action: Consider authorization to advertise public notice of intent to enter into agreement.

Agenda Date: September 2, 2014

Presenter: Rusty Cotton

Agenda Item No. 7

Board Action Required: Yes

DEPARTMENTAL MATTERS: SOLID WASTE – STORM DEBRIS CONTRACTS

The Solid Waste staff is requesting that the Board of Commissioners approve and execute a one year extension on contracts with Disaster Debris Removal and Clearance Services and Disaster Debris Monitoring Services to avoid a lapse in coverage during the 2014 hurricane season. Prior to the next hurricane season, staff intends to go out for bids on new contracts.

In addition to this request, Solid Waste Director, Rusty Cotton, will update the Board on the status of mulch piles generated by Hurricane Irene.

Mr. Cotton's memorandum and copies of the two contract extension documents appear as Attachment #7.

Board Action: Consider approval and execution of contracts.

Agenda Date: September 2, 2014

Presenters: Reed Whitesell & Don Baumgardner

Agenda Item No. 8

Board Action Required: Yes

DEPARTMENTAL MATTERS: PLANNING

A. REQUEST FOR CONTRACT AMENDMENT – FY12 CDBG (COMMUNITY DEVELOPMENT BLOCK GRANT) INFRASTRUCTURE

Holland Consulting Planners is requesting a contract amendment in the amount of \$23,900.00 to the existing contract. Please see the letter contained in Attachment #8.A.

Board Action: Vote to approve FY12 CDBG Infrastructure Administration Contract Amendment in the amount of \$23,900.00.

B. HURRICANE IRENE HMGP DETERMINATION OF FAIR COMPENSATION

Craven County has received funding through the Hazard Mitigation Grant Program (HMGP) to acquire two (2) residential structures that were included on the county's list of Severe Repetitive Loss Properties.

The final property located at *1306 Kinston St., New Bern* was appraised by the program's contracted appraiser, LaVigne Appraisals on August 5, 2014. The appraisal valued the property at \$107,000 (current market value).

At this point in the process the County must establish fair compensation for the property which is based on our current appraisal.

Once the Resolution of Just Compensation and Determination of Fair Compensation, shown in Attachment #8.B is adopted, the next step will be to prepare the 1st Written Purchase Offer which will be based on the compensation of \$107,000.

Board Action: Vote to approve Resolution of Just Compensation and Determination of Fair Compensation.

C. SUBDIVISION FOR APPROVAL

The Planning Board met on August 28th and recommended the following subdivision for approval:

Rodger L. Pinkham – Final

- Property is owned by Rodger Lee Pinkham and surveyed by Mayo and Associates, P.A.
- Property is located within Twp. 1, on Bear Hole Road (SR 1448)
- Parcel ID 1-063-10000
- Subdivision contains 2 lots on 3.352 acres
- Proposed lots are to be served by existing community water
- Lot 1 is to be served by an individual septic system
- Lot 2 has an existing individual septic system

Board Action: A vote to approve the subdivision is needed.

Agenda Date: September 2, 2014

Presenter: Rick Hemphill

Agenda Item No. 9

Board Action Required: Yes

DEPARTMENTAL MATTERS: FINANCE – BUDGET AMENDMENTS

Assistant County Manager for Finance/Administration, Rick Hemphill, will present the following budget amendments for the Board's approval. (See Attachment #9)

Amendments: Elections – Need to budget the transfer of funds from the Capital Reserve to the General fund for the purchase of Election equipment. The total amount needed is \$ 275,346.

Volunteer Fire Depts – Need to budget \$ 2,145 in additional fire dept funds to cover shortages in Volunteer Fire Department's worker's compensation lines. VFIS invoice dated 08/13/14 is for \$ 85,792.

Cooperative Extension/EFNEP– Expanded Food and Nutrition Education Program (EFNEP) had \$ 4,554 available to spend in fiscal year 2014. Of the available funds, \$ 1,488 remained unspent on June 30, 2014. Those funds need to be carried over and budgeted for fiscal year 2015.

Cooperative Extension/SHIIP – Senior Health Insurance Information Program was budgeted to receive \$ 4,000 in grant funds for fiscal year 2015. Have learned that actual amount to be received from NC Dept of Insurance is \$3,105. Need to reduce the revenue and appropriate expenditure lines by \$ 895.

Board Action: A roll call vote is needed to approve budget amendments

Agenda Date: September 2, 2014

Presenter: Jack Veit

Agenda Item No. 10

Board Action Required: Yes

ACT CONTRACTS

As has been discussed with the Board previously, Attachment #10 contains the final ACT (Allies for Cherry Point's Tomorrow) agreements, which will be presented by County Manager, Jack Veit.

Board Action: Consider agreements for approval.

Agenda Date: September 2, 2014

Presenter: _____

Agenda Item No. 11

Board Action Required: Yes

APPOINTMENTS

- A. PENDING
- B. CURRENT
- C. UPCOMING

Board Action: Appointments will be effective immediately, unless otherwise specified.

A. PENDING APPOINTMENT(S):

HAVELOCK BOARD OF ADJUSTMENT

AUTHORIZATION: Havelock City Code – Article XI

MISSION/FUNCTION: _____

NUMBER OF MEMBERS: _____

7

1

1

TYPE:

City of Havelock

Extraterritorial Jurisdiction (County)

Extraterritorial alternate (County)

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

County appointees must reside in the extraterritorial areas of the City of Havelock.

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: 3rd Wednesday of the month at 7:30 p.m., and at the call of the Chair

Terms ending: Nancy Webster, Alt. (Appointed 2009; resigned)

No applications on file. (The City of Havelock has not received any interest from citizens, but still working on it.)

NEW BERN PLANNING AND ZONING BOARD

AUTHORIZATION: N.C.G.S. Chapter 160-A, Article 19

MISSION/FUNCTION: Renders final decisions on subdivision approvals, and advisory decisions to the Board of Aldermen on other land use matters.

NUMBER OF MEMBERS:

10

TYPE:

9 appointed by New Bern Board of Aldermen
1 appointed by Craven County Commissioners

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

The Commissioners' appointee must reside in New Bern's extraterritorial jurisdiction area.

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: 1st Tuesday of each month

COMPENSATION: No ; Yes Specify: \$15 per meeting

Term(s) expiring: Velda Whitfield (resigned)

Application(s) on file: The City Planner has submitted a letter requesting the appointment of Haron Beatty of 4600 Highway 17 South.
(See Attachment # 11.A.)

EMERGENCY MEDICAL SERVICES ADVISORY COUNCIL

AUTHORIZATION: _____

MISSION/FUNCTION: Functions as a technical committee of the Board of Commissioners to develop and recommend for approval by the Board of Commissioners standards of care, policies, procedures and actions which will maintain and improve the quality of Emergency Medical Services for Craven County residents.

NUMBER OF MEMBERS:

TYPE:

28

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

1) Craven County Manager, or designee; 2) Director of Emergency Services; 3) representative from each EMS provider; 4) representative from each authorized First Responder provider; 5) hospital president or designee; 6) County Medical Director; 7) physician nominated by Craven County Medical Society; 8) representative from Communications division; 9) representative nominated by Craven County Firemen’s Association; 10) hospital emergency room supervisor; 11) non-provider affiliated citizen; 12) Community College Dean of Continuing Education; 13) representative nominated by Craven County Law Enforcement Association; 14) representative from Naval Hospital at Cherry Point;; 15) ad hoc members to include Eastern Carolina Council of Governments, EMS Director, NC Office of Emergency Medical Services, and Executive Director of the American Red Cross

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: Bi-monthly

COMPENSATION: No Yes Specify: _____

Terms ending:

Joe Hoffman, Craven County Law Enforcement Association (Will submit name)

No applications on file.

NURSING HOME ADVISORY COMMITTEE

AUTHORIZATION: N.C.G.S.131E-115

MISSION/FUNCTION: Work to maintain the intent of the Nursing Home Patients Bill of Rights within the licensed homes in the County; to promote community involvement and cooperation with domiciliary homes to ensure quality care for the elderly.

NUMBER OF MEMBERS:
7-12

TYPE:
Dictated by the number of homes in the county; homes have right to recommend 25% of appointees

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

Cannot be employed by or have a relative in an adult care home.

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: Quarterly, beginning in March, third Wednesday, 10:00 a.m.

COMPENSATION: No Yes Specify: _____

Term(s) ending: Britt Bendy (Resigned)

No applications on file.

B. CURRENT APPOINTMENTS

NURSING HOME ADVISORY COMMITTEE

AUTHORIZATION: N.C.G.S.131E-115

MISSION/FUNCTION: Work to maintain the intent of the Nursing Home Patients Bill of Rights within the licensed homes in the County; to promote community involvement and cooperation with domiciliary homes to ensure quality care for the elderly.

NUMBER OF MEMBERS:
7-12

TYPE:
Dictated by the number of homes in the county; homes have right to recommend 25% of appointees

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):
Cannot be employed by or have a relative in an adult care home.

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: Quarterly, beginning in March, third Wednesday, 10:00 a.m.

COMPENSATION: No Yes Specify: _____

Term(s) ending: Linda Lelli (Appointed 2011)

No applications on file.

RIVER BEND PLANNING BOARD (Extraterritorial Jurisdiction)

AUTHORIZATION: NCGS 160A-362

MISSION/FUNCTION: _____

NUMBER OF MEMBERS: _____

1

TYPE:

Resident of River Bend's ETJ Area

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: _____

COMPENSATION: No Yes Specify: _____

Term ending: Kelly Forrest (Appointed 2012)

Application on file: Correspondence from Mayor Kirkland requesting that she be reappointed.
(See Attachment #11.B.)

AGRICULTURAL ADVISORY COMMITTEE

AUTHORIZATION: Local Ordinance

MISSION/FUNCTION: Administer provision of the Craven County Voluntary Agricultural District Ordinance and perform other agricultural related tasks or duties assigned by the Craven Count Board of Commissioners.

NUMBER OF MEMBERS:
9

TYPE:
(See qualifications)

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):
1) resident of area Township representing; 2) agricultural landowner; 3) actively and directly involved in agricultural production on at least 10 acres of farmland 4) special interest, experience, or education in agriculture and/or rural land preservation

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: At the call of the Chairperson

COMPENSATION: No Yes Specify: _____

Term ending: Johnny Pritchard (Appointed 2011)

Applications on File: A replacement is being requested for Mr. Pritchard, who has not participated, and the Advisory Board has a nominee in mind (See Attachment #11.B.1)

C. UPCOMING APPOINTMENTS

October

Clean Sweep Committee

Joan Campbell (Appointed 2011)

Pat Sager (Appointed 2008)

Firemen's Relief Fund Board of Trustees

Felix Croom, Ft. Barnwell (Appointed 2008)

Aaron McLawhorn, Rhems (Appointed 2012)

Dred Mitchell, Cove City (Appointed 2006)

Fire Tax Commissioners

William Laughinghouse, No. 7 (Appointed 2002)

Rolf Maris, Twp. 1 (Appointed 2012)

Aaron McLawhorn, Rhems (Appointed 2012)

Joseph Midgette, Twp. 1 (Appointed 2012)

Industrial Facilities Pollution Control Financing Authority

Fletcher Watts (Appointed 1996)

Agenda Date: September 2, 2014

Presenter: Jim Hicks

Agenda Item No. 12

COUNTY ATTORNEY'S REPORT

Agenda Date: September 2, 2014

Presenter: Jack Veit

Agenda Item No. 13

COUNTY MANAGER'S REPORT

Agenda Date: September 2, 2014

Presenter: _____

Agenda Item No. 14

COMMISSIONERS' REPORTS

County Of Craven
Emergency Services

Stanley Kite, Director
Ira Whitford, Asst. Director



Bus: (252) 636-6608
Fax: (252) 636-6655

MEMORANDUM

TO: Mr. Jack Veit, County Manager
FROM: Stanley Kite, Director
SUBJ: Agenda Request
Date: August 25, 2014

RE: Township 7 Fire/RESCUE

Township 7 Fire/Rescue has plans to replace a Fire Engine that is 26 years old. The Fire Department intends on attempting to sell the 26 year old truck however, given the age of the fire truck, the Fire Department does not expect to have a substantial gain in revenue from this sale.

The new truck will be a 2014 Pierce FXP stock fire engine at a cost of \$247,000. Financing will be done with LGFCU at a rate of 2.5% for 6 years. The payment will be 3698 per month. The Fire Department has been planning for the apparatus purchase and will not need additional funds or require any increase in operational budgets to cover the purchase.

The Fire Department is not reporting any reduction in debt service over the next year. Currently there is only one loan for the ladder truck purchase in 09.

Craven County Emergency Services staff views the purchase favorably and is of the opinion that it is a reasonable cost to the fire tax district.

Chief Nicholas Armstrong is making the request to appear before the Commissioners.

If you need any additional info let me know. Thank you.

**RESOLUTION OF RECOGNITION:
Craven County Branch of the NAACP**

WHEREAS, the Craven County Branch of the NAACP will celebrate 65 years of continuous community service at its annual banquet on Saturday, September 13, 2014; and

WHEREAS, this organization, through its efforts over 65 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, "Still Forward Together -- Not One Step Backwards", 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 2nd day of September, 2014.

Chairman Thomas F. Mark
Craven County Board of Commissioners

Gwendolyn Bryan
Clerk to the Board



AUG 25 2014

August 21, 2014

Craven County Board of Commissioners
406 Craven Street
New Bern, NC 28560

Dear Board of Commissioners:

I am writing to invite your participation in a rare opportunity to recognize the only known living son of a Union Civil War veteran. On September 18, 2014 Tryon Palace will sponsor a "Luke P. Martin, Jr. Day", with the New Bern Historical Society as co-sponsor of the program event. I believe that Mr. Martin is more than deserving of this special recognition, and ask that you acknowledge his status and his contributions to preserving our nation's history with a proclamation proclaiming Luke P. Martin, Jr. Day in Craven County on September 18, 2014.

Mr. Martin's father was born into slavery around 1837 near Plymouth, North Carolina. Luke Sr. escaped slavery in the winter of 1863, reportedly swimming across three rivers to get to New Bern, where he became one of the first men to enlist in the First North Carolina Colored Volunteers -- predecessor to the 35th Regiment of the U.S. Colored Troops. As testament to approximately 200,000 African Americans who defended our country during the Civil War, a statue of Pvt. Martin is currently displayed in the North Carolina Museum of History. Luke P. Martin, Jr. and his family have loaned Pvt. Martin's 1861 Springfield rifle to the museum, along with a Confederate Calvary sword acquired by Pvt. Martin when he courageously fought and was wounded in the February 1864 Battle of Olustee (Florida). Pvt. Martin settled in New Bern after the war, married and raised a family. He subsequently became the third pastor of historic St. John Missionary Baptist Church and was a well-respected civic leader. Pvt. Martin died in 1920.

Born on July 11, 1917 Luke P. Martin, Jr. is one of Craven County's oldest citizens. A master brick mason, builder and teacher, Luke P. Martin, Jr. was the lead Master Mason in the restoration of the historic Tryon Palace in the early 1950s, and supervised the construction and brickwork on more than fifty major buildings throughout the southeast. He also taught vocational classes for military veterans and students at several area schools. A former member of several civic organizations including the Elks Lodge and the Black Business Association, Mr. Martin remains active in his church and community. He is a lifelong member of the historic St. John Missionary Baptist Church where he holds the honor of being the

congregation's oldest and longest-serving trustee, having served in that capacity for more than sixty years. At 97 years old, Mr. Martin still assists with funeral services on behalf of Oscar's Mortuary, where he has been a funeral attendant since the business opened in 1954. He and his late wife Inez parented seven children. Making the ultimate sacrifice on behalf of his country, their son Frederick Leon Martin was killed in Vietnam on February 28, 1968. The family still resides in the home built by Luke Martin, Sr. in the 1890s.

I look forward to hearing from you, and hope that you will be able to accommodate our request to recognize Luke P. Martin, Jr. by proclamation. If you have any questions, or any suggestions regarding this celebration, please contact me at (252)675-7306 (c) 252-639-3592 (o), or by e-mail at sharon.bryant@ncdcr.gov

Respectfully,



Sharon C. Bryant,
African American Outreach Coordinator

Copy: Craven County Board of Commissioners

**PROCLAMATION
RECOGNIZING LUKE P. MARTIN, JR.**

WHEREAS, Luke P. Martin, Jr. was born on July 11, 1917, to Civil War Veteran, Luke P. Martin, Sr., who was born into slavery, escaped during the winter of 1863 and made his way to New Bern; and

WHEREAS, once in New Bern, Luke Martin, the senior, became one of the first men to enlist in the First North Carolina Colored Volunteers, and later settled and raised a family here; and

WHEREAS, Luke Martin, Jr is the only known living son of a Union Civil War Veteran; and

WHEREAS, he has upheld his father's legacy of service to community, having lived his life as a brick mason, builder, teacher, civic leader and trustee for more than 60 years at the historic St. John Missionary Baptist Church; and

WHEREAS, Luke Martin, Jr.'s connection to history in this area goes beyond his being the surviving son of a Civil War Veteran: he was also the lead Master Mason in the restoration of Tryon Palace in the 1950's; and

WHEREAS, Luke P. Martin, Jr. at age 97, still lives in the home built by his father in the 1890's, and still goes to work assisting with funerals at Oscar's Mortuary, where he has been a funeral attendant since 1964.

NOW, THEREFORE, the Craven County Board of Commissioners hereby proclaims September 18, 2014 as Luke P. Martin, Jr. Day in Craven County and joins Tryon Palace and the New Bern Historical Society in recognizing this outstanding citizen.

Adopted this 2nd day of September, 2014.

Chairman Thomas F. Mark
Craven County Board of Commissioners

Gwendolyn M. Bryan
Clerk to the Board

**RESOLUTION
RECOGNIZING THE FAMILY
OF
SERGEANT MITCHELL FLOREA
AND WIFE DEBORAH B. FLOREA**

WHEREAS, Sergeant Mitchell Florea joined the Center for Naval Aviation Technical Training (CNATT) Marine Unit (MARUNIT) Cherry Point, Marine Corps Air Station, NC on July 1, 2013, and currently serves as a Certified Master Training Specialist for the Communications Navigations Cryptographic Deceptive Electronic Countermeasures training track at CNATT MARUNIT, Cherry Point; and

WHEREAS, Sgt. Florea performs his duties in an exemplary manner and continues to strive in the same manner off duty by devoting hours of community service at Two Rivers Church, in which he single handedly organized multiple volunteer events that aided in the demolition phase of the church's new property on Neuse Blvd. in New Bern, ultimately saving the church \$20,000 in outsourcing; and

WHEREAS, his devotion to the community continues as a mentor at Havelock Elementary School and through his volunteerism with Habitat for Humanity Home Builds, the MCAS Cherry Point Single Marine Program and the Boys and Girls Club of Coastal Carolina; and

WHEREAS, Sgt. Florea's wife, Deborah, along with attending classes full-time at Craven Community College and working a full-time job, devotes much of her free time to planning and participating in the local community food drives, school painting projects, Habitat for Humanity and uses her talents weekly by singing and playing piano for the Sunday worship service at Two Rivers Church; and

WHEREAS, this family consistently touches the lives of others by giving back to the community that has contributed so much to the Marines and the families attached to MCAS Cherry Point.

NOW, THEREFORE BE IT RESOLVED, that the Craven County Board of Commissioners recognizes the family of Sergeant Mitchell Florea for upholding the highest image of the United States Marine Corps through their countless contributions and dedicated services to others.

BE IT FURTHER RESOLOVED that the Craven County Board of Commissioners congratulates them on being selected as Military Family of the Quarter.

Adopted this the 2nd day of September, 2014

Chairman Thomas F. Mark
Craven County Board of Commissioners

Gwendolyn M. Bryan
Clerk to the Board

Attachment #5.

TAX804P

CRAVEN COUNTY

PAGE 1

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/02/2014

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
ELLIS, MAVIS FORECLOSURE-LIEN EXTINGUISHED	0073435 2011-0017595	50.11
GASKINS, JOYCE ANN DID NOT OWN 1/1/2010	0009433 2010-0019186	55.35
GASKINS, JOYCE ANN DID NOT OWN 1/1/2011	0009433 2011-0021203	51.39
GASKINS, JOYCE ANN DID NOT OWN 1/1/2012	0009433 2012-0021035	47.41
HERRING, GEORGE E LIEN TRANSFERRED TO 2013 BILL ACCT 0059948	3338050 2012-0026516	418.60
IPOCK, KAREN W NOT IN BUSINESS 1/1/2012	0090712 2012-0090792	10.30
IPOCK, KAREN W NOT IN BUSINESS 1/1/2013	0090712 2013-0094888	9.40
MORRIS, TRICIA & ELLIS, JOSEPH FORECLOSURE-LIEN EXTINGUISHED	0090265 2012-0041091	46.41
MORRIS, TRICIA & ELLIS, JOSEPH FORECLOSURE-LIEN EXTINGUISHED	0090265 2013-0039542	42.71
STOX, SHIRLEY DID NOT OWN 1/1/10 & 1/1/11	0025983 2012-0091505	114.79
STOX, SHIRLEY DID NOT OWN 1/1/2012	0025983 2012-0054814	56.76
STOX, SHIRLEY DID NOT OWN 1/1/2013	0025983 2013-0093520	51.90
	12 -CREDIT MEMO(S)	955.13

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
GREAT AMERICA FINANCIAL SERV. APPRAISAL ERROR CORRECTION	0028773 2013-0094021	127.43
NOBLES, MARIE C CORRECTING RECYCLE DISCOVERY FEE	0020609 2014-0090179	60.00
	2 -REFUND(S)	187.43

Craven County



**Solid Waste
Rusty Cotton
Director**

Date: August 25, 2014
To: County Commissioners
From: Rusty Cotton, Solid Waste Department
Subject: Storm Debris Contracts

In September of 2011, Craven County entered into a three year contract for Disaster Debris Removal and Clearance Services and Disaster Debris Monitoring Services for storm debris generated from Hurricane Irene. These three year contracts have an option to extend for two additional one year periods upon mutual agreement of both parties. We request the Board of Commissioners to approve and sign a one year extension on both contracts so that we will have no lapse in coverage this hurricane season. We plan to go out for bids on both of these services so that we have a new contract in place prior to hurricane season in the upcoming year.

The County may terminate these contracts without cause by written notice following delivery of forty-eight hour written notice to the contractors.

Additionally, the Solid Waste Department has recently spread the mulch piles generated from Hurricane Irene at our centrally located Storm Debris Site located adjacent to Creekside Park. This will allow the mulch to continue to break down and allow for a suitable driving surface for future storms if we need to utilize this site. Our other two Storm Debris Sites are located on the corner of Highway 101 and Blades Road and the Weyerhaeuser Pulp Wood yard adjacent to Weyerhaeuser Company. All three sites have been approved by the North Carolina Department of Environment and Natural Resources (NCDENR).

NORTH CAROLINA

**FIRST CONTRACT EXTENSION FOR
PROFESSIONAL SERVICES AGREEMENT -
DISASTER DEBRIS REMOVAL AND CLEARANCE SERVICES**

CRAVEN COUNTY

THIS FIRST CONTRACT EXTENSION FOR PROFESSIONAL SERVICES AGREEMENT – DISASTER DEBRIS REMOVAL AND CLEARANCE SERVICES (“Agreement”), made and entered into this ____ day of _____, 2014, by and between **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“County”); and **PHILLIPS AND JORDAN, INCORPORATED**, a corporation organized and duly existing by virtue of the laws of the State of North Carolina, and doing business in Craven County, North Carolina (“Contractor”).

WITNESSETH:

WHEREAS, on or about September 3, 2011, after a competitive bidding process, the parties entered into that certain agreement entitled “Professional Services Agreement – Disaster Debris Removal and Clearance Services” (the “Original Agreement”); and,

WHEREAS, the Original Agreement provided for an initial three year term, with two additional one year extensions upon the mutual consent of the parties; and,

WHEREAS, the parties have mutually agreed to extend the Original Agreement for the first one year extension.

NOW, THEREFORE, BE IT RESOLVED by the parties as follows:

1. The parties hereby amend the termination date of the Original Agreement from September 3, 2014 to September 3, 2015 (the “Extended Term”).
2. Except as otherwise provided herein, the terms and conditions of the Original Agreement shall remain in full force and effect for the Extended Term.

IN TESTIMONY WHEREOF, the parties hereto have duly executed this Agreement in duplicate originals, a copy of which is retained by each of the parties, the day and year first above written.

CRAVEN COUNTY

By: _____
Thomas F. Mark, Chairman
Craven County Board of Commissioners

ATTEST:

Gwendolyn Bryan, Clerk
-SEAL-

PHILLIPS AND JORDAN, INCORPORATED

By: _____(SEAL)
Its: _____

ATTEST:

By: _____
Its: _____

-corporate seal-

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Richard F. Hemphill
Craven County Finance Officer

This document has been approved as to legal form and adequacy.

Jimmie B. Hicks, Jr.
Craven County Attorney

NORTH CAROLINA

**FIRST CONTRACT EXTENSION FOR
PROFESSIONAL SERVICES AGREEMENT -
DISASTER DEBRIS MONITORING SERVICES**

CRAVEN COUNTY

THIS FIRST CONTRACT EXTENSION FOR PROFESSIONAL SERVICES AGREEMENT – DISASTER DEBRIS MONITORING SERVICES (“Agreement”), made and entered into this ___ day of September, 2014, by and between **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“County”); and **TETRA TECH, INC.**, successor in interest to BDR Division of Leidos, Inc., successor in interest to **SCIENCE APPLICATIONS INTERNATIONAL CORPORATION**, a corporation organized and duly existing by virtue of the laws of the State of Delaware, and doing business in Craven County, North Carolina (“Contractor”).

WITNESSETH:

WHEREAS, on or about September 3, 2011, after a competitive bidding process, Craven County and Science Applications International Corporation entered into that certain agreement entitled “Professional Services Agreement – Disaster Debris Monitoring Services” (“Original Agreement”); and,

WHEREAS, on or about August 23, 2014, Contractor became the successor in interest to the assets of BDR Division of Leidos, Inc., which was the successor in interest to Science Applications International Corporation (“SAIC”), and as such acquired all rights and interest in the Original Agreement.

WHEREAS, the Original Agreement provided for an initial three year term, with two additional one year extensions upon the mutual consent of the parties; and,

WHEREAS, the parties have mutually agreed to extend the Original Agreement for the first one year extension.

NOW, THEREFORE, BE IT RESOLVED by the parties as follows:

1. The parties hereby amend the termination date of the Original Agreement from September 3, 2014 to September 3, 2015 (“Extended Term”).
2. Except as otherwise provided herein, the terms and conditions of the Original Agreement shall remain in full force and effect for the Extended Term.

IN TESTIMONY WHEREOF, the parties hereto have duly executed this Agreement in duplicate originals, a copy of which is retained by each of the parties, the day and year first above written.

CRAVEN COUNTY

(County Seal) By: _____
Thomas F. Mark, Chairman
Craven County Board of Commissioners

ATTEST:

Gwendolyn Bryan, Clerk

TETRA TECH, INC.

(corporate seal) By: _____ (SEAL)
Its: _____

ATTEST:

By: _____
Its: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Richard F. Hemphill
Craven County Finance Officer

This document has been approved as to legal form and adequacy.

Jimmie B. Hicks, Jr.
Craven County Attorney



*25 Years of Service
1987 - 2012*

Memorandum

To: Don Baumgardner, Craven County Planning Director

From: J. Reed Whitesell, AICP 

Re: Request for Contract Amendment – Craven County FY12 CDBG Infrastructure Project

Date: August 22, 2014

As we have discussed, I will be attending the September 2nd regular meeting of the Craven County Board of Commissioners to request a \$23,900 increase to our existing \$66,900 contract for management of the Craven County FY12 CDBG Infrastructure project. The project budget is \$810,000 (\$750,000 CDBG plus \$60,000 from the City of New Bern). Therefore, the revised contact value of \$90,800 is still only 11.2% of the total project budget. This amount is less than our historical 12-14% for turnkey CDBG management in Craven County, and also well below the NC Department of Commerce regulatory limit of 18% for CDBG administration. Factors justifying this request are outlined below:

Our original contract was executed on July 15, 2013. The original project included waterline improvements on Henderson-Godette Road, water and sewer improvements on Dudley Road in James City, and installation of 40 new STEP pump systems in James City. When we negotiated the original contract, HCP anticipated that the project would be completed in 15 months (by October 15, 2014). The Dudley Street component is complete. However, although we have successfully bid and awarded the Henderson-Godette component, lengthy delays in acquiring easements for the proposed waterline have delayed construction at least six months (and possibly longer). Thus, a component expected to be complete by July of this year may, in fact, not be completed until January of next year. Our services include supervision of the construction contract and labor standards enforcement over this extended period, which was unanticipated.

By working closely with the project engineer, your staff, and the City of New Bern, we have minimized engineering and construction costs on the first two components to provide a surplus in the STEP pump component budget that will allow the county and city to install approximately 75 new STEP systems (an increase of approximately 35 new systems). The 40 originally-proposed systems will be in place by mid-October as originally anticipated. However, identification of an additional 35 income-eligible households and construction management for these 35 additional systems is expected to extend the project completion date until March of 2015, well beyond our originally-anticipated closeout date of October 2014.

Mr. Don Baumgardner, Planning Director

August 22, 2014

Page 2

Finally, as we discussed in Raleigh with the NC Department of Environment and Natural Resources staff earlier this month, HCP will assist the county with preparation of an FY15 CDBG Infrastructure application to install an additional 50-60 STEP systems in James City. Preparation of this application will require HCP to work with the county staff to perform a community-wide outreach in James City to identify LMI households with existing failing STEP systems, as well as failing septic tanks. Assuming we can identify 100% LMI beneficiaries (as planned), the project has a sure chance of being funded with the March 2015 CDBG Infrastructure cycle (\$12.5 million available). The NC Department of Environment and Natural Resources staff confirmed this during our meeting. Our concurrent FY12 CDBG responsibilities through March 2015, outlined above, will allow us to prepare this application without additional billing directly to Craven County.

In our opinion, this request is well-justified solely by the extended time frame of the FY12 CDBG Infrastructure project and our ability to work with all parties to provide an ample budget surplus and significantly improve the impact of the project in the James City community.

Please contact me at 910/392-0060 if you have any questions.

JRW:cma

**RESOLUTION ESTABLISHING JUST COMPENSATION FOR SELECTED REAL
PROPERTY IN CRAVEN COUNTY'S HURRICANE IRENE HAZARD MITIGATION GRANT PROGRAM**

WHEREAS, it has been certified by **Dave LaVigne, MAI, of LaVigne Appraisals**, as the county's contract commercial appraiser for the Hurricane Irene Hazard Mitigation Grant Program (HMGP) that the property listed below has been appraised in accordance with State law, Uniform Standards for Professional Appraisal Practice (USPAP) guidelines, and HMGP program guidelines; and

WHEREAS the county has said appraisal report in its possession that has been reviewed and found to be accurate and reliable.

THEREFORE BE IT RESOLVED, that Just Compensation is hereby established by the Craven County Board of Commissioners, for the following parcel:

Owner Name	Parcel Identification Number (PIN) of Parcel to be Acquired	Street Address	Established Value
Jimmy E. Dillahunt and wife, Janie B. Dillahunt	8-014-321	1306 Kinston Street, New Bern, NC	\$107,000.00

This **2nd** day of **September, 2014**.

Chairman: _____
Thomas F. Mark

Clerk to the Board: _____
Gwendolyn M. Bryan

ATTACHMENT: HMGP-A.11B

**CRAVEN COUNTY HURRICANE IRENE HAZARD MITIGATION GRANT PROGRAM - ACQUISITION
Statement of Determination of Fair Compensation**

Location of property: 1306 Kinston Street, New Bern, NC

Address of property: 1306 Kinston Street, New Bern, NC

PIN: 8-014-321 Owner(s) of record: Jimmy E. Dillahunt and wife, Janie B. Dillahunt

Type of residence:	Multi-Family Building (6-Plex)
Number of rooms:	Six individual apartments consisting of: <ul style="list-style-type: none"> • (5) two bedroom, 1 bath units • (1) three bedroom, 1 bath unit
Exterior (check one):	Brick
Size of residence:	5,252 Square feet
Size of lot:	0.28 acre
Improvements:	N/A

Amount of compensation: **\$107,000**

This amount is believed to be fair compensation for the property, and no less than its fair market value. The following benefits received for undocumented housing repairs will be deducted from the total value:

Flood Insurance Proceeds	\$0	Disaster Relief Fund	\$0
State SBA Grant	\$0	FEMA IHP	\$0
SBA Loan	\$0	Other: N/A	\$0

Appraisal Approach: Income Approach

The amount of compensation disregards any possible increase of the fair market value, which might result from this property acquisition project. The fair market value of this property is estimated as of June 30, 2014. It does not reflect any economic depreciation as a result of that event. In the determination of compensation, fair market value is defined as, "the amount for which, in all probability, the property would be sold by a knowledgeable owner willing but obligated to sell to a knowledgeable purchaser who desired but is not obligated to pay." This property has been studied considering its tax roll value or highest and best use for its type.

Thomas F. Mark, Chairman

Date

**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.

CRAVEN COUNTY

Thomas F. Mark, Chairman

ATTEST:

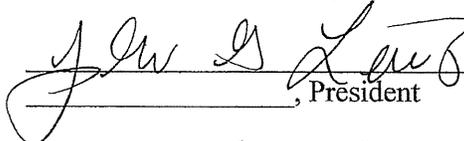
Date Signed: _____

Gwendolyn Bryan, Clerk

[SEAL]

ALLIES FOR CHERRY POINT'S TOMORROW

By:


_____, President

ATTEST:

Date Signed: Aug 27, 2014

_____, Secretary

[SEAL]

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Craven County Finance Director

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1 **NORTH CAROLINA**

2 **INTERLOCAL AGREEMENT**
3 **FOR JOINT ECONOMIC**
4 **DEVELOPMENT SUPPORT**

5 **CRAVEN COUNTY**

6
7
8 This Agreement made and entered into by and among CRAVEN COUNTY,
9 CAROLINAEAST HEALTH SYSTEM and CAROLINAEAST MEDICAL CENTER;

10
11 **WITNESSETH:**

12 **ARTICLE 1**

13 **Definitions**

14
15 Certain terms having specific definitions are used in this Agreement, and these terms and
16 definitions, unless the context clearly indicates to the contrary, are as set forth in this Article.
17 The defined terms appearing in this Article are set forth in the exact capitalized form as they
18 appear between the quotation marks. When the same term is used in this Agreement with the
19 meaning as assigned herein, it shall appear in the identical capitalized form. Otherwise, the term
20 shall be considered in the context of the sentence in which it appears.

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

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

29 The defined terms are:

30 **1.1 "ACT"** means and refers to Allies for Cherry Point's Tomorrow, a North Carolina
31 nonprofit corporation, tax exempt under Section 501(c)(4) of the United States Internal Revenue

1 **2.1** The governing bodies of CarolinaEast and CarolinaEast Health, by
2 resolution adopted on September 13, 2011 resolved that in order to support their operations and
3 maintain financial viability and independence, the economy of their service area must be
4 supported and maintained and, to the extent possible, the percentage of revenues received from
5 payor sources such as Medicare, Medicaid, Tricare, commercial and managed care payors not
6 altered significantly and revenues received from existing payor sources do not decrease in
7 unsustainable amounts.

8 **2.2** Significant active duty military personnel and active duty dependents
9 receive healthcare services at CarolinaEast through the Tricare program. It is imperative to the
10 financial stability of CarolinaEast Health System to maintain a viable presence at United States
11 Marine Corps Air Station Cherry Point, for which CarolinaEast is a sole community provider
12 under the Tricare Program.

13 **2.3** Marine Corps Air Station Cherry Point and its military and civilian
14 workforce, together with dependents of those personnel, are the largest single economic force in
15 the Parties' service area.

16 **2.4** The Units of Local Government fully support economic development in
17 their service area in order to maintain the health, safety and general welfare of their citizens,
18 including the maintenance and protection of the acute care facilities which serve the population.

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

21
22

1 basis unless terminated by either Party, provided that notwithstanding the expiration or termination
2 of this Agreement, CarolinaEast shall be obligated to continue funding pursuant to Section 7.1 for
3 any then current budget year of ACT. It is the intent of this provision that funding pursuant to this
4 Agreement shall not cease during any budget year in which notice of termination has been given.

5
6 **ARTICLE 6**

7 **Manner of Appointing Necessary Personnel**

8
9 The Parties shall each appoint the necessary **personnel** for performing their independent
10 obligations under this Agreement.

11
12 **ARTICLE 7**

13 **Method of Financing**

14
15 The Undertaking which is the subject of this Agreement shall be financed as follows:

16
17 **7.1** CarolinaEast shall transfer **up to the sum of \$40,000.00 per month during the**
18 **term hereof** to the County as **restricted funds** to be used solely for the purpose set forth in Article
19 4. These funds are to be transferred to the County for further transfer to ACT at such time as they
20 are requested and the need and use of the funds identified on a monthly basis.

21 **7.2** Other than as set forth in this Agreement, neither CarolinaEast nor CarolinaEast
22 Health is expected nor obligated to provide any funding for the purposes set forth in Article 4.

23
24 **ARTICLE 8**

25 **Ownership of Real Property**

26
27 There is no real property involved in this Undertaking.

1 **ARTICLE 9**

2 **Responsibilities of County**

3
4 The County agrees to receive the funds transferred from CarolinaEast and transmit the
5 same to ACT for use in furtherance of economic development as specified in Article 4.
6

7 **ARTICLE 10**

8 **Responsibilities of CarolinaEast**

9
10 CarolinaEast agrees as follows:

11 To provide the sums as set forth in Article 7.
12

13 **ARTICLE 11**

14 **Amendment**

15
16 This Agreement may not be modified or amended except by subsequent written agreement
17 authorized by the governing bodies of each party and signed by authorized representatives of each
18 party.
19

20 **ARTICLE 12**

21 **Entire Agreement**

22
23 This instrument contains the entire Agreement among the Parties with regard to the subject
24 matter hereof, and no statement, oral or written, made by either party or agent of either party that is
25 not contained in this written Agreement shall be valid or binding.
26

27 **ARTICLE 13**

28 **Assignment**

29
30 No assignment, delegation, transfer, or novation of this Agreement or any part thereof

1 shall be made unless approved by the Parties.

2
3 **ARTICLE 14**

4 **Triplicate Originals**

5
6 This Agreement shall be executed by the parties hereto in triplicate originals, each of which,
7 when executed, shall constitute one and the same Agreement and one of which shall be retained by
8 each of the Parties.

9 **ARTICLE 15**

10 **Governing Law**

11
12 This Agreement shall be governed in accordance with the law of the State of North
13 Carolina.

14
15 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, the same
16 having been approved by the respective governing bodies.

17
18 **CRAVEN COUNTY**

19
20
21 ATTEST:

Thomas Mark, Vice Chairman

22
23 _____
24 _____, Clerk

Date Signed: _____

25
26 [SEAL]

27
28
29
30 **CAROLINAEAST HEALTH SYSTEM**

31
32 By: _____
33 Norman B. Kellum, Jr., Chair

34
35 Date Signed: _____

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CAROLINAEAST MEDICAL CENTER

By: _____
Norman B. Kellum, Jr., Chair

Date Signed: _____



TO: Craven County Board of Commissioners
FROM: Kevin Robinson, AICP
Planning & Zoning Board Clerk
DATE: August 27, 2014
SUBJECT: Planning and Zoning Board Appointment

Commissioners,

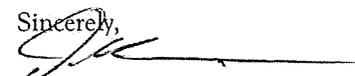
Ms. Velda Whitfield's first term on Planning and Zoning Board as County representative from the City's ETJ expired June, 30th 2014. Ms. Whitfield was reappointed by your Board earlier this summer, however she has since indicated that she does not wish to continue to serve on the Board and would prefer replacement. I recommend that you appoint Mr. Haron Beatty of 4600 U.S. Hwy 17 S as her replacement. His term would expire June 30th 2017. Mr. Beatty is active in the Rocky Run community and served on the City's Board of Adjustment many years ago. I have provided his contact information to your Clerk.

The duties of the Planning and Zoning Board are to conduct studies and make recommendations to the Board of Aldermen on matters concerning plans, goals and objectives relating to the growth, development and redevelopment of the City and the surrounding extra-territorial planning area. In addition, the Board makes recommendations on proposed conditional use permits, zoning and rezoning requests, subdivision plan approvals, and changes to the Land Use Ordinance.

The Land Use Ordinance requires that all Planning and Zoning Board members have demonstrated special interest, experience or education in banking, economics, environmental and land use policy, housing or other industry. Members must be able and willing to commit the necessary time and energy to carry out the responsibilities required for the office and must regularly attend meetings lasting 1-3 hours on the first Tuesday night of each month.

Please appointment Mr. Beatty or a person of your choosing from the ETJ in a prompt manner. If you have any other questions or need information, please contact me at 639-7583.

Sincerely,



Kevin Robinson AICP
City Planner

Everything comes together here.



Gwendolyn Bryan <gbryan@cravencountync.gov>

Fwd: River Bend Planning Board

1 message

Scott Dacey <scdacey@gmail.com>
To: Gwen Bryan <gbryan@cravencountync.gov>
Cc: Jack Veit <JVeit@cravencountync.gov>

Mon, Aug 18, 2014 at 12:13 PM

Please see below.

Scott Dacey

Begin forwarded message:

From: John Kirkland <jkirkland@riverbendnc.org>
Date: August 18, 2014 at 11:16:56 AM EDT
To: 'Scott Dacey' <scdacey@gmail.com>
Subject: RE: River Bend Planning Board

Good Morning Scott,

Yes, we would very much like to see Kelly reappointed to the Planning Board. She is an intelligent and rational person.

Our search for a Town Manager to replace Drew Havens has produced 40 candidates. We are pleased with the response to the posting of the position advertisement and will now work through the process of selecting those candidates we wish to interview. We are using a five member panel for that selection and trust that a candidate will surface that will work well as Drew's replacement.

Thank you for your interest in our Town and thank you for your commitment to all of Craven County.

John Kirkland

-----Original Message-----

From: Scott Dacey [mailto:scdacey@gmail.com]
Sent: Monday, August 18, 2014 9:51 AM
To: John Kirkland
Subject: River Bend Planning Board

Mr. Mayor- It appears the appointment of Kelly Forrest is up for renewal. Are you folks ok with this person being reappointed for another two year term?

Thank you and I hope all is well.

Scott Dacey



Gwendolyn Bryan <gbryan@cravencountync.gov>

Craven County Agricultural Advisory Board Appointment

1 message

Mike Carroll <cmcarro2@ncsu.edu>

Thu, Aug 28, 2014 at 9:14 AM

To: Gwen Bryan <gbryan@cravencountync.gov>

This will simply serve as a reminder that the CCAAB wishes to replace Mr. Johnny Prichard on this board. The board has drafted a letter to simply move Mr. Carl Turner (currently serving on the board representing the Havelock area) to represent the upcoming vacancy of Mr. Prichard since Mr. Turner has moved to the Harlowe/Adam's Creek area. The board will submit a nomination for representation for the Havelock area. We have contacted this individual and he has completed the Volunteer Board Application.

I will aim to have Chairman Wyatt Whitford to review and submit this letter early September.

If you have any questions, please contact me. Thank you for all your efforts!

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