

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MONDAY, NOVEMBER 17, 2014
8:30 A.M.**

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE MINUTES OF NOVEMBER 3, 2014 REGULAR SESSION

1. PUBLIC HEARING FOR FY12 COMMUNITY DEVELOPMENT BLOCK GRANT – SCATTERED SITE (CDBG – SS) CLOSE-OUT: Chip Bartlett, Holland Consulting Planners

DEPARTMENTAL MATTERS

2. TAX – RELEASES: Ronnie Antry, Tax Administrator
3. HEALTH – BUDGET AMENDMENTS: Scott Harrelson, Health Director
4. SOCIAL SERVICES
 - A. Budget Amendments: Alfreda Stout, Deputy Social Services Director
 - B. Weapons Ban Request: Kent Flowers, Social Services Director
5. PLANNING: Don Baumgardner, Planning Director
 - A. Hurricane Irene Hazard Mitigation Grant Program (HMGP) Demolition
 - B. Subdivision for Approval
6. HUMAN RESOURCES – REQUEST AMENEMENT TO PERSONNEL RESOLUTION: Amber Parker, Human Resources Director
7. ECONOMIC DEVELOPMENT: Timothy Downs, Economic Development Director
 - A. Approve Sale of Property
 - B. Request for Public Hearing for Project Global
 - C. Request Approval of Right of First Refusal

8. REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CRAVEN COUNTY COMMITTEE OF 100, CITY OF NEW BERN AND CITY OF HAVELOCK FOR JOINT ECONOMIC DEVELOPMENT EFFORTS RELATED TO CRAVEN 100 ALLIANCE: Jack Veit, County Manager and Timothy Downs
9. APPOINTMENTS
10. COUNTY ATTORNEY'S REPORT: Jim Hicks
11. COUNTY MANAGER'S REPORT: Jack Veit
12. COMMISSIONERS' REPORTS

Agenda Date: November 17, 2014

Presenter: Chip Bartlett

Agenda Item No. 1

Board Action Required: Yes

**PUBLIC HEARING FOR FY12 COMMUNITY DEVELOPMENT BLOCK
GRANT – SCATTERED SITE (CDBG – SS) CLOSE-OUT**

The purpose of the public hearing is to review the budget and activities that have been accomplished through the County's FY12 CDBG Scattered Site Housing Project. The program activities are complete and the County is in the process of closing out the program. The program provided housing assistance to three (3) low-moderate income households located in the County.

Board Action: Hear public comment and authorize the Chairman to sign the close-out performance report and the certificate of completion.

Agenda Date: November 17, 2014

Presenter: Ronnie Antry

Agenda Item No. 2

Board Action Required: Yes

DEPARTMENTAL MATTERS: TAX – RELEASES

Craven County Tax Administrator, Ronnie Antry, will present the routine requests for tax releases contained in Attachment #2 for the Board's approval.

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

Agenda Date: November 17, 2014

Presenter: Scott Harrelson

Agenda Item No. 3

Board Action Required: Yes

DEPARTMENTAL MATTERS: HEALTH – BUDGET AMENDMENTS

Health Director, Scott Harrelson, will request approval of the following budget amendments:

Health/Immunization Action Plan – Budget \$27,359 awarded to Craven County Health Department for educating the public on new and revised immunization rules becoming effective July 1, 2015.

Health/HIV/STD – Budget newly acquired State funds for supplementary patient educational materials to reduce the spread of HIV/STDS.

(See Attachment #3)

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

Agenda Date: November 17, 2014

Presenter: Alfreda Stout and Kent Flowers

Agenda Item No. 4

Board Action Required: Yes

DEPARTMENTAL MATTERS: SOCIAL SERVICES

A. BUDGET AMENDMENTS

Deputy Social Services Director, Alfreda Stout, will request approval of the following budget amendments:

DSS/Senior – Adjust Home and Community Care Block Grant (HCCBG) budget to bring revenue and expenditures into alignment and accommodate change in USDA per meal amount since original budget.

DSS/7291 Mandated – Adjust budget to align with funding authorization received for Low Income Energy Assistance Program.

(See Attachment #4.A)

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

B. WEAPONS BAN REQUEST

Social Services Director, Kent Flowers, will present the Social Services Board's request that the Commissioners consider a weapons ban as proposed in Attachment #4.B.

Board Action: Consider request

Agenda Date: November 17, 2014

Presenter: Don Baumgardner

Agenda Item No. 5

Board Action Required: Yes

DEPARTMENTAL MATTERS: PLANNING

A. HURRICANE IRENE HAZARD MITIGATION GRANT PROGRAM (HMGP) DEMOLITION

A bid opening for the demolition of one (1) property in the ongoing HMGP Project was held on October 30, 2014. Bids were received by five contractors; Everette George, 4 Seasons Site & Demo, JE Dillahunt, LA Downey and Clint Blanton.
(See Attachment #5.A)

A contract award recommendation for the contractor submitting the lowest responsible bid is as follows:

Unit Address
Amount

Contractor/ Notes

1504 N. Hills Ct, New Bern
\$7,888.00

4 Seasons Site & Demo / Low Bidder

Board Action: A vote to approve the contract award is needed to allow us to move forward with the demolition activities required by the HMGP Grant Program.

B. SUBDIVISION FOR APPROVAL

Planning Director, Don Baumgardner, will present the following recommended subdivision for the Board's approval:

***For your information this is the proposed commercial site for the Dollar General In Harlowe.**

Myrtis T. Penny – Final

- Property owned by Myrtis T. Penny and surveyed by Newcomb Land Surveyors, LLC.
- Property is located within Twp. 5 on NC 101 HWY
- Subdivision contains 1 lot on 1.59 acres of land
- Parcel ID 5-015-019
- Lot proposed to be served by County water and an individual septic system

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

Agenda Date: November 17, 2014

Presenter: Amber Parker

Agenda Item No. 6

Board Action Required: Yes

**DEPARTMENTAL MATTERS: HUMAN RESOURCES – REQUEST AMDENDMENT
TO PERSONNEL RESOLUTION**

Human Resources Director, Amber Parker, will request amendment of the Personnel Resolution as shown in Attachment #6.

Board Action: A vote to approve request for the amendment.

Agenda Date: November 17, 2014

Presenter: Timothy Downs

Agenda Item No. 7

Board Action Required: Yes

DEPARTMENTAL MATTERS: ECONOMIC DEVELOPMENT

A. APPROVE SALE OF PROPERTY

At the last meeting, a public hearing was held to receive public comment on the proposed conveyance of real property for economic development purposes. Action is required by the Board in order to move forward.

Board Action: A vote on the proposed conveyance of real property.

B. REQUEST PUBLIC HEARING FOR PROJECT GLOBAL

We are requesting that the Board of Commissioners set a public hearing regarding incentives for Project Global for the purpose of industrial expansion and job creation. The specific purpose is to seek public input on a grant agreement discounting the purchase price for the property to be sold to the prospective buyer and seek public input on a grant agreement giving cash payments to the expanding industry. We request that the public hearing be held at the next Board of Commissioners' meeting on December 1, 2014.

Board Action: Set the Public Hearing for December 1, 2014

C. REQUEST APPROVAL OF RIGHT OF FIRST REFUSAL FOR REAL PROPERTY IN THE CRAVEN COUNTY INDUSTRIAL PARK

BSH Home Appliances currently operates a distribution warehouse at the Craven County Industrial Park. BSH has expressed an interest in purchasing Lot 18/Parcel 8-217-10001 in the Park, which is approximately 23 acres. Craven County owns Lot 18/Parcel 8-217-10001. As such, BSH has asked for a Right of First Refusal for Lot 18/Parcel 8-217-10001.

The Board may consider approving the granting of a Right of First Refusal for industrial park property to BSH and the execution of documents. See Attachment #7.C.

Board Action: Approve the Right of First Refusal for the real property.

Agenda Date: November 17, 2014

Presenters: Jack Veit and Timothy Downs

Agenda Item No. 8

Board Action Required: Yes

**REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN CRAVEN COUNTY, COMMITTEE OF 100, CITY OF NEW BERN AND
CITY OF HAVELOCK FOR JOINT ECONOMIC DEVELOPMENT EFFORTS
RELATED TO CRAVEN 100 ALLIANCE**

As recommended as part of the 2013 Craven County Economic Development Strategic Plan completed by RKG Associates, Craven County staff has worked over the last year developing a public-private economic development organization. As noted in the study numerous times a public-private economic development organization allows for enhanced participation and investment from the private sector and allows for participation of the two largest municipalities; the City of Havelock and the City of New Bern. Craven County staff feels that this approach for economic development provides for a more efficient, collaborative approach.

The development of this economic development organization has required significant input from all parties involved. Craven County staff and Commissioners have participated in many different meetings and committees related to this process. These discussions have developed a proposed memorandum of understanding which includes the following:

- 21 Member Board of Directors (11 private members/10 public members)
- Craven County Government would receive four (4) dedicated public seats on the Board of Directors (1 – County Commissioner, 1- County Manager and 2 – At-Large Seats determined by the County Commissioners)
- 7 Member Executive Committee (4 private members/3 public members)
- Craven County Government would receive one (1) dedicated seat (Craven County Manager) on the Executive Committee
- Craven County would have an initial investment of \$25,000, and initial annual dues of \$49,181
- Our current Economic Development staff would remain employees of Craven County and would be loaned to the new economic development organization. County staff will remain under direction of the County Manager and the Craven County Personnel Policy
- The funding from the Eastern Region would remain as required by State Law with Craven County and used at the discretion of the Craven County Commissioners.

The County Commissioners instructed staff following a meeting on January 21, 2014 to proceed with the process of developing a Memorandum of Understanding (MOU) to create the new organization. The proposed Memorandum of Understanding is presented as Attachment #8.A and the proposed Bylaws of the new organization are shown as Attachment #8.B.

At this time, each of our partner organizations is presenting these documents to the representative governing bodies. The proposed by-laws are as information only and do not require formal adoption by the Craven County Commissioners. As such Craven County staff and legal counsel have participated in significant review and discussion of the proposed by-laws.

County staff recommends that the Board of Commissioners approve the proposed Memorandum of Understanding, which appears as Attachment #8.A, and authorize the Chairman to execute all documents related to the creation of the new economic development organization.

Board Action: Adopt the proposed Memorandum of Understanding and authorize the chairman to sign and execute all documents related to the creation of the new Economic Development Organization.

Agenda Date: November 17, 2014

Presenter: _____

Agenda Item No. 9

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.)

INDUSTRIAL FACILITIES POLLUTION CONTROL FINANCING AUTHORITY

AUTHORIZATION: Bylaws

MISSION/FUNCTION: _____

NUMBER OF MEMBERS:

7

TYPE:

Qualified electors

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

LENGTH OF TERMS: 6 Years

MEETING SCHEDULE: Annual Meeting on 2nd Tuesday in October; otherwise, as needed

COMPENSATION: No : Yes Specify: _____

Terms ending: Fletcher Watts (Appointed 1996)
Robert Lewis (incapacitated)
Dell Ipock (expired 2011; was on agenda indefinitely; no replacement found)
Charles Dees (Initial appointment 2000)
Gary Essex (initial appointment 2001)

B.CURRENT APPOINTMENTS

Based on approval of the Memorandum of Understanding for the Economic Development Organization the Board will need to appoint four (4) representatives for the County as follows:

- 1 – County Commissioner
- 1 – County Manager
- 2 – At large representatives (one can be another locally elected official, not a county commissioner)

C. UPCOMING APPOINTMENTS

December

Commissioners' Appointments

Clean Sweep Committee: Cherry Sanders (Initial Appointment 2011)

CRSWMA: Joe Fogelman (Initial Appointment 2011)

Health Board: Paul Gaskins, Public (Initial Appointment 2008)
Rosanne Leahy, Nurse (Initial Appointment 2008)
Trey Paul, Pharmacist (Initial Appointment 2008)
Ronald Preston, Physician (Initial Appointment 2011)

Cove City Library: William Jones (Initial Appointment 2003)

Regional Library: Esther Hardin (Initial Appointment 2003)

January

Child Protection Team: Mary Mallard (Dept. Juvenile Justice; appointed 2012)
Dawn McCabe (Health Dept.; appointed 2012)
Cynthia Morton (CarolinaEast Health Center; appointed 2012)
Deb Rogers (Medical Examiner; appointed 2012)
Alfreda Stout (DSS; appointed 2012)

Clean Sweep Committee: Raymond Birch (Appointed 2012)

Planning Board: Robert Bell (Appointed 2007)
Drew Willis (Appointed 2011)

February

Child Protection Team: Amy Bryant (ECBH; appointed 2012)

Clean Sweep Committee: Bob Adams (Appointed 2012)
Connie Adams (Appointed 2012)
Eddie Games (Appointed 2012)
Debbie Kirkman (Appointed 2012)

Firemen's Relief Fund: Carl Jarman (Cove City; appointed 2013)
Billy Joiner (West New Bern; appointed 2011)
Theron McCabe (Harlowe; appointed 1999)
Roger Wetherington (Cove City; appointed 2013)

Fire Tax Commissioners: Dallas Ray Brown (Appointed 2013)
Howard Carrier (Twp. #9; appointed 2013)
Wilfred Chagnon (Tri-Community; appointed 2011)
Marjorie Gonzalez (Cove City; appointed 2013)
Martin Hernandez (Twp. #6; appointed 2013)
Chris Register (Twp. #9; appointed 2013)
Trudy Williams (Tri-Community; appointed 2012)

Agenda Date: November 17, 2014

Presenter: Jim Hicks

Agenda Item No. 10

COUNTY ATTORNEY'S REPORT

Agenda Date: November 17, 2014

Presenter: Jack Veit

Agenda Item No. 11

COUNTY MANAGER'S REPORT

Agenda Date: November 17, 2014

Presenter: _____

Agenda Item No. 12

COMMISSIONERS' REPORTS

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 11/17/2014

Attachment #2.

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
ALT, RISA NOT IN BUSINESS 1/1/2014	0090306 2014-0091102	9.96
BONICELLI, RICHARD E CORRECTING BOAT VALUATION	0077742 2014-0005611	23.23
BUTLER, LEROY BRYANT MILITARY EXEMPTION	0100474 2014-0008381	185.83
CORBIN, JON PAUL DID NOT OWN 1/1/2013	0098661 2013-0091686	70.19
CORBIN, JON PAUL DID NOT OWN 1/1/2014	0098661 2014-0012012	62.22
COWAN, DOUGLAS E APPRAISAL ERROR CORRECTION	1504300 2014-0012295	160.59
COWAN, DOUGLAS E APPRAISAL ERROR CORRECTION	1504300 2014-0012296	217.32
COWAN, DOUGLAS E APPRAISAL ERROR CORRECTION	1504300 2014-0012294	204.05
CRAWFORD, TIMOTHY W AND PAMELA BILLING ERROR-TO BE REBILLED	0067054 2013-0090407	74.80
CRAWFORD, TIMOTHY W AND PAMELA BILLING ERROR - TO BE REBILLED	0067054 2014-0012736	67.34
CROOM, RODOLPH JR DOUBLE BILLED-SEE ACCT 100383	0100643 2014-0012950	54.63
DANIEL, CHARLIE E & CARRIE M DWELLING UNOCCUPIED SINCE 2005	1672700 2014-0013578	36.00
HAIRE, WILLIAM DAVID & AMY DIC OWNER ERROR - TO BE REBILLED	0021726 2014-0091411	40.34
HARVEY, MARY ANN DID NOT OWN 1/1/2009	3229980 2009-0025325	54.23

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 11/17/2014

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
HARVEY, MARY ANN DID NOT OWN 1/1/2010	3229980 2010-0023099	57.58
HARVEY, MARY ANN DID NOT OWN 1/1/2011	3229980 2011-0025605	53.84
HARVEY, MARY ANN DID NOT OWN 1/1/2012	3229980 2012-0025468	49.62
HARVEY, MARY ANN DID NOT OWN 1/1/2013	3229980 2013-0092125	45.56
HARVEY, MARY ANN DID NOT OWN 1/1/2014	3229980 2014-0091480	41.82
HERNANDEZ, ANTONIO DID NOT OWN 1/1/2011	0089070 2011-0090646	128.33
HERNANDEZ, ANTONIO DID NOT OWN 1/1/2012	0089070 2012-0026450	114.91
HERNANDEZ, ANTONIO DID NOT OWN 1/1/2013	0089070 2013-0090647	104.49
HERNANDEZ, JAIRO RAMOS DID NOT OWN 1/1/2014	0076299 2014-0090501	32.72
HERNANDEZ, ROJO JAVIER DID NOT OWN 1/1/2010	0072359 2010-0024003	67.35
HERNANDEZ, ROJO JAVIER DID NOT OWN 1/1/2011	0072359 2011-0026603	62.19
HERNANDEZ, ROJO JAVIER DID NOT OWN 1/1/2012	0072359 2012-0026476	56.82
HERNANDEZ, ROJO JAVIER DID NOT OWN 1/1/2013	0072359 2013-0025540	52.16
JONES, WILLIE JERRY MOBILE HOME NOT LIVABLE/JUNK VALUE	4033350 2014-0091682	48.78

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 11/17/2014

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
KLESZCZEWSKI, RICHARD A INCORRECT SITUS- TO BE REBILLED	0022180 2014-0091700	24.14
LEE, DALLAS JR DID NOT OWN 1/1/2014	0077946 2014-0091754	70.34
LEE, DALLAS JR DID NOT OWN 1/1/2013	0077946 2013-0090743	77.09
LONG, ROBERT EARL & BONNIE LOU LATE LISTING CHARGED IN ERROR	4499450 2014-0091814	11.10
MARTINEZ, ADOLFO CABRERA DID NOT OWN 1/1/2011	0083992 2011-0036949	165.35
MARTINEZ, ADOLFO CABRERA DID NOT OWN 1/1/2012	0083992 2012-0036821	147.99
MARTINEZ, ADOLFO CABRERA DID NOT OWN 1/1/2013	0083992 2013-0090793	134.68
MARTINEZ, EFREN MARTINEZ DID NOT OWN 1/1/2010	0083999 2010-0033211	181.58
MARTINEZ, EFREN MARTINEZ DID NOT OWN 1/1/2011	0083999 2011-0036960	163.68
MARTINEZ, EFREN MARTINEZ DID NOT OWN 1/1/2012	0083999 2012-0036832	146.28
MARTINEZ, EFREN MARTINEZ DID NOT OWN 1/1/2013	0083999 2013-0090797	133.22
MCCUMBEE, MARTHA G NOT IN BUSINESS 1/1/2013	0028799 2013-0094999	19.93
MCCUMBEE, MITCHELL NOT IN BUSINESS 1/1/2013	0015393 2013-0095000	9.30
MOCK, CURTIS L DID NOT OWN 1/1/2011	0048491 2011-0040028	64.39

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 11/17/2014

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
MOCK, CURTIS L DID NOT OWN 1/1/2012	0048491 2012-0039930	58.82
MOCK, CURTIS L DID NOT OWN 1/1/2013	0048491 2013-0092868	54.03
MOORE, JOHN MCKINLEY III DID NOT OWN 1/1/2013	0083332 2013-0092886	40.87
MORENO, GILBERTO DID NOT OWN 1/1/2011	0072387 2011-0040803	152.83
MORENO, GILBERTO DID NOT OWN 1/1/2012	0072387 2012-0040703	136.86
MORENO, GILBERTO DID NOT OWN 1/1/2013	0072387 2013-0090872	124.60
MURPHY, SCOTT ALAN DID NOT OWN 1/1/2013	0074346 2013-0092941	58.03
PARSONS, SETH W DID NOT OWN 1/1/2011	0083065 2011-0091001	36.61
PARSONS, SETH W DID NOT OWN 1/1/2012	0083065 2012-0091007	12.81
PARSONS, SETH W DID NOT OWN 1/1/2013	0083065 2013-0095095	11.22
PRATTINUM ENTERPRISES INC NOT IN BUSINESS 1/1/2005	0037203 2005-0042471	171.68
PRATTINUM ENTERPRISES INC NOT IN BUSINESS 1/1/2006	0037203 2006-0090649	160.64
PRATTINUM ENTERPRISES INC NOT IN BUSINESS 1/1/2007	0037203 2007-0090779	163.01
PRATTINUM ENTERPRISES INC NOT IN BUSINESS 1/1/2008	0037203 2008-0090791	151.57

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 11/17/2014

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
PRATTINUM ENTERPRISES INC NOT IN BUSINESS 1/1/2009	0037203 2009-0090768	140.76
PRATTINUM ENTERPRISES INC NOT IN BUSINESS 1/1/2010	0037203 2010-0041776	123.18
PRATTINUM ENTERPRISES INC NOT IN BUSINESS 1/1/2011	0037203 2011-0091036	113.73
PRATTINUM ENTERPRISES INC NOT IN BUSINESS 1/1/2012	0037203 2012-0091056	105.14
PRATTINUM ENTERPRISES INC NOT IN BUSINESS 1/1/2013	0037203 2013-0095124	96.53
PROFESSIONAL TREE NOT IN BUSINESS 1/1/2011	0025834 2011-0091046	83.75
PROFESSIONAL TREE NOT IN BUSINESS 1/1/2012	0025834 2012-0091064	77.50
PROFESSIONAL TREE NOT IN BUSINESS 1/1/2013	0025834 2013-0095130	79.76
ROWLAND, HAROLD C & HELEN V DOUBLE LISTED-RELEASED TO CARTERET	0036338 2014-0092145	14.48
STEWART, ALAN CHURCHILL BOAT NOT TAXABLE TO CRAVEN COUNTY	0099073 2014-0053321	97.66
SWAIN, DORIS VALUE CORRECTION PER BILL OF SALE	0099610 2014-0054250	91.05
TLC HOME HEALTH CARE INC NOT IN BUSINESS 1/1/2013	0067694 2013-0094390	65.56
	68 -CREDIT MEMO(S)	5,948.65

TAXPAYER NAME

ACCT#/TICKET#

AMOUNT

-REFUND(S)

.00

Division of Public Health Agreement Addendum FY 14-15



Craven County Health Department
Local Health Department Legal Name

Women's and Children's Health/Immunization
DPH Section/Branch Name

715 Immunization Action Plan \$13,212
Activity Number and Description

Gary Walker, (919) 707-5556
gary.walker@dhhs.nc.gov
DPH Program Contact
(name, telephone number with area code, and email)

06/01/2014 - 05/31/2015
Service Period

DPH Program Signature _____ Date _____
(only required for a negotiable agreement addendum)

07/01/2014 - 06/30/2015
Payment Period

- Original Agreement Addendum
 Agreement Addendum Revision # 1 (Please do not put the Budgetary Estimate revision # here.)

I. **Background:**
No change.

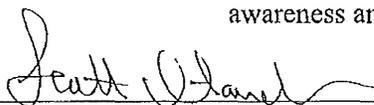
II. **Purpose:**
This Agreement Addendum Revision #1 provides additional funding to allow the Local Health Department to complete the communication plan outlined in Section III. Scope of Work and Deliverables below.

III. **Scope of Work and Deliverables:**
As of October 1, 2014, the following subparagraph is hereby added to Paragraph 3. Education and Outreach, Subparagraph e:

- e Increase community awareness by:
 - iv. Developing a communication plan specifically intended to promote awareness of the new and revised immunization rules and requirements as indicated in NC Administrative Code 10A, Dosage and Age Requirement for Immunizations, which become effective July 1, 2015.

In order to ensure the intended outcomes of age-appropriate immunization for child care and school entry are produced, the communication plan is to include details about the following:

- 1. Community engagement with school systems, child care facilities, healthcare systems and supporting organizations — to provide insight and direction on effective types of awareness and outreach.


Health Director Signature (use blue ink)

9-22-14
Date

Local Health Department to complete: (If follow up information is needed by DPH)	LHD program contact name: _____ Phone number with area code: _____ Email address: _____
---	---

Signature on this page signifies you have read and accepted all pages of this document.

2. Target audiences defined to include parents, healthcare workers, school and child care personnel and others as deemed appropriate for the community..
3. A comprehensive media plan (broadcast, print and social media) to reach those target audiences, including estimated costs for a media buy in appropriate markets.
4. Educational and outreach materials.

Additional funding, when available, may be provided to implement the plan and to secure additional materials, if needed.

This communication plan is due to the DPH Program Contact no later than December 1, 2014. The Immunization Branch will review and approve the communication plan no later than December 15, 2014. If Immunization Branch finds that changes are needed to the Local Health Department's plan, the Immunization Branch will communicate with the Local Health Department about needed changes and an updated plan must be provided to the Immunization Branch as directed.

IV. Performance Measures/Reporting Requirements:

As of October 1, 2014, the following paragraphs are hereby added:

4. By December 1, 2014, conduct a minimum of two community engagement working sessions to provide outcomes of the meetings such as target audiences and effective messaging in the communication plan.
5. Submit the comprehensive communication plan to the DPH Program Contact no later than December 1, 2014.
6. Provide a minimum of three examples of educational and outreach materials no later than December 1, 2014.

V. Performance Monitoring and Quality Assurance:

No change.

VI. Funding Guidelines or Restrictions: (if applicable)

No change.

Division of Public Health Agreement Addendum FY 14-15



Craven County Health Department
Local Health Department Legal Name

Women's and Children's Health/Immunization
DPH Section/Branch Name

715 Immunization Action Plan \$14,147
Activity Number and Description

Gary Walker, (919) 707-5556
gary.walker@dhhs.nc.gov
DPH Program Contact
(name, telephone number with area code, and email)

06/01/2014 - 05/31/2015
Service Period

DPH Program Signature Date
(only required for a negotiable agreement addendum)

07/01/2014 - 06/30/2015
Payment Period

- Original Agreement Addendum
 Agreement Addendum Revision # 2 (Please do not put the Budgetary Estimate revision # here.)

I. Background:
No change.

II. Purpose:
This Agreement Addendum Revision #2 provides additional funding to allow the Local Health Department to implement the approved communication plan and purchase supplies, educational materials, and media as described in Section III. Scope of Work and Deliverables.

III. Scope of Work and Deliverables:
As of December 1, 2014, the following subparagraphs are hereby added to Paragraph 3. Education and Outreach, Subparagraph e:

- e. Increase community awareness by:
 - v. Implementing the communication plan which was approved by the Immunization Branch no later than November 30, 2014. The communication plan promotes awareness of the new and revised immunization rules and requirements as indicated in NC Administrative Code 10A, Dosage and Age Requirements for Immunizations, which become effective July 1, 2015.
 - vi. Purchasing supplies, educational materials and media, all of which are needed to foster implementation of the communication strategies. The following list of sample purchases, though considered appropriate, is not intended to be all inclusive, so other items may be purchased, as needed:



Health Director Signature (use blue ink)

11/13/14

Date

Local Health Department to complete: (If follow up information is needed by DPH)	LHD program contact name: <u>Jennifer Blackmon</u> Phone number with area code: <u>252-636-4920 x-2139</u> Email address: <u>jblackmon@cravencountync.gov</u>
---	---

Signature on this page signifies you have read and accepted all pages of this document.

Supplies

- Office
- Computers (laptops, tablets, etc.)
- Audio-visual equipment (LCD projectors, flip charts, etc.)

Educational Materials

- Already produced educational materials from reputable sources (CDC, Children's Hospital of Philadelphia, Immunization Action Coalition, etc.)
- Printing of newly designed materials or reproducible materials from reputable sources (Immunization Branch, etc.)
- On-line training modules
- Interactive educational games

Media

- Broadcast advertising (television, radio)
- Print advertising (newspaper, newsletters, journals, magazines, billboards, etc.)
- Digital web-based advertising, paid social media (advertising on social media sites)

IV. Performance Measures/Reporting Requirements:

As of December 1, 2014, the following paragraph 7 is hereby added:

7. During scheduled monitoring visits in 2015, the Local Health Department will report the associated communication plan purchases to the Immunization Branch. Expenditure reports shall include:
 - Invoices of supplies for those individual items which cost \$500.00 or more, and lists of items encumbered by December 31, 2014
 - Samples of education materials employed during implementation of the communication plan
 - Lists of types and quantities of media purchased and how utilized.

V. Performance Monitoring and Quality Assurance:

No change.

VI. Funding Guidelines or Restrictions: (if applicable)

The funds awarded with this Revision #2 must be expended or encumbered by December 31, 2014, and final expenditures reported by January 31, 2015.

Division of Public Health Agreement Addendum FY 14-15

Craven County Health Department
Local Health Department Legal Name

Epidemiology / Communicable Disease Branch
DPH Section/Branch Name

610 STD Prevention \$1,000
Activity Number and Description

Kathy Dail (919-715-7396)
Kathy.dail@dhhs.nc.gov
DPH Program Contact
(name, telephone number with area code, and email)

July 1, 2014 - May 31, 2015
Service Period

DPH Program Signature **Date**
(only required for a negotiable agreement addendum)

August 1, 2014 - June 30, 2015
Payment Period

- Original Agreement Addendum
 Agreement Addendum Revision # 1 (Please do not put the Budgetary Estimate revision # here.)

I. Background:

As of November 1, 2014, this Agreement Addendum Revision #1 adds the following:

Local Health Department (LHD) STD programs provide significant risk reduction counseling for clients at risk for sexually transmitted infections. The 2013 Assessment of LHD STD Clinical Services identified communication issues as a significant concern. The quality of the patient-provider interaction is a significant factor in risk reduction counseling, and the assessment indicated opportunities to improve these interactions.

II. Purpose:

This Agreement Addendum Revision #1 provides additional funding to ensure that patients receive supplementary patient educational materials to reduce the spread of HIV and STDs. With prior approval, the LHD may also use these funds to support training for a registered nurse to complete the STD ERRN training and/or support continuing education for mid-level providers and physicians to assure continuing competency as a provider of STD clinical services.

III. Scope of Work and Deliverables:

As of November 1, 2014, this Agreement Addendum Revision #1 adds the following two deliverables:

The LHD shall select patient educational materials appropriate to the population at risk for STDs in their jurisdiction and make these materials available to clients at each visit or encounter.


Health Director Signature (use blue ink)

10-14-14
Date

Local Health Department to complete:
(If follow up information is needed by DPH)

LHD program contact name: _____
Phone number with area code: _____
Email address: _____

Signature on this page signifies you have read and accepted all pages of this document.

The LHD shall identify staff training needs specific to STD clinical services and/or continuing competency for risk reduction counseling, and with prior approval from DPH, use these funds to assure high quality patient care.

IV. Performance Measures/Reporting Requirements:

As of November 1, 2014, this Agreement Addendum Revision #1 adds Performance Measures #2 and #3:

Performance Measure # 2:

100% of the Local Health Department's clients determined to be at increased risk of HIV or STDs will be offered culturally and age appropriate patient education materials.

Numerator: Number of clients at increased risk who receive educational materials

Denominator: All Local Health Department clients at increased risk of HIV or STDs.

Reporting Requirements: The Local Health Department shall keep a record of patient education materials purchased and distributed.

Performance Measure # 3:

Local Health Department will assess the staff training needs specific to STD clinical services and/or continuing competency for risk reduction counseling. If the LHD identifies a need for additional staff training that cannot be supported with existing funds, then the LHD should request permission to provide training for the staff with these funds.

Indicator: Number of staff with training needs specific to STD clinical services and/or continuing competency for risk reduction counseling

Reporting Requirements: The Local Health Department shall keep a record of initial request, approval and subsequent completion of the approved training request.

V. Performance Monitoring and Quality Assurance:

No change.

VI. Funding Guidelines or Restrictions: (if applicable)

No change.

Division of Social Services Funding Authorizations
 State Fiscal Year 2014-2015
 To be Signed by Director and Returned to LBL

Craven County

	Total	Federal	State	County
93.667 CPS TANF Transferred to SSBG				
CPS TANF Transferred to SSBG	70,905	70,905	0	0
93.568 Low Income Home Energy Assistance Funds				
Crisis Intervention Payments FA #1	47,864	47,864	0	0
Crisis Intervention Payments FA #2	276,665	276,665	0	0
LIEAP & CIP Administration	64,760	64,760	0	0
Low Income Energy Assistance Payments	487,562	487,562	0	0
93.667 Social Services Block Grant				
SSBG Services - Federal FA #1	284,951	284,951	0	0
SSBG Services - Federal FA #2	0	0	0	0
SSBG Services - State	36,722	0	36,722	0
93.558 TANF Child Welfare Workers-Local DSS				
TANF Child Welfare Workers-Local DSS	75,311	75,311	0	0
93.667 TANF Transferred to SSBG				
TANF Transferred to SSBG	50,774	50,774	0	0
93.558 Work First County Block Grant				
Work First County Block Grant	1,703,522	1,703,522	0	0
Work First County Block Grant (Electing Cash)	0	0	0	0

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

AUTHORIZED SIGNATURE 

DATE: 11-4-2014

Accepted By:



County Director Signature 11/5/14 Date

MEMORANDUM

TO: Craven County Commissioners

FROM: Kent Flowers

DATE: November 7, 2014

RE: Weapons Ban Request

The Craven County Board of Social Services, at its January 27, 2014 meeting, unanimously approved a resolution to recommend to the County Commissioners that they adopt a ban on all weapons, concealed or unconcealed, in the Department of Social Services with the obvious exception of law enforcement officers in the conduct of official business.

The Craven County Board of Social Services is keenly aware of the types of situations Craven County Department of Social Services staff deal with on a daily basis and the fact that some of our citizens are in desperate straits and have highly emotionally charged and confused mental states. Examples include people who have been accused of abusing or neglecting their children; parents at risk of losing custody of their children, spouses guilty of domestic violence who are intent on bringing that violence into our public space, and citizens whose crisis situations in terms of housing, heating, or basic necessities far exceed the Agency's financial limits on assistance. Some of these individuals have lived violent lives and tend to use violence when in crisis.

Social Services facilities have no security scanning equipment and no security officer. Social Services clients can carry weapons openly or concealed, but Social Services staff are not allowed to have "weapons in the workplace".

Counties and cities can prohibit weapons in publicly owned buildings by ordinance. The Department of Social Services is in the city limits of New Bern. The City of New Bern would need to pass an ordinance that prohibits weapons in the Department of Social Services. We are requesting that the Commissioners request the City of New Bern to pass an ordinance prohibiting concealed or unconcealed weapons in buildings occupied by the Craven County Department of Social Services within the city limits of New Bern.

We recognize that a weapons ban is not an absolute remedy, but it is a necessary tool in protecting our most valuable resource, the county employee. Given the environment we all live in today, we feel it is all the more appropriate for the Commissioners to consider such a ban.

Department
Of
Social Services



Kent G. Flowers, Jr.
Director

RESOLUTION

The Craven County Board of Social Services serves as a policy and advisory Board to the Craven Department of Social Services. The Craven County Department of Social Services has over 180 county employees whose purpose is to serve the citizens of Craven County. These employees, and all county employees, are dedicated public servants who face dangers every day from dealing with certain members of the public some of whom are desperate, angry, stressed and suffer from untreated mental health issues. In the spirit of offering our employees, and all other county employees, every possible protection afforded under the law, we offer the following resolution:

Whereas all citizens of Craven County and County employees live and work in a society where dangers exist and have become more obvious as evidenced by recent school shootings and other tragic events, and

Whereas County employees must deal with citizens from all walks of life, including those with mental illness, emotional disturbance, desperate financial circumstances, and

Whereas County employees must deal with these citizens over matters of denial of public assistance benefit, allegations of child abuse, removal of child custody, denial of emergency housing and heating assistance, taxation, sanitation, sexually transmitted diseases, and

Whereas the presence of weapons concealed or unconcealed would place County employees at risk or make them subject of undue intimidation, and

Whereas the County, as an employer, has no weapons ordinance to protect its employees, and

Whereas most County buildings have no security scanning equipment or Security Officer, and

Whereas it is a violation for most County employees to have a weapon in the workplace under the County Personnel Resolution,

Be it therefore resolved that the Craven County Board of Social Services calls upon the Craven County Board of Commissioners to enact a ban of any and all kinds of weapons in County Buildings, excepting those carried by law enforcement officers. There will be no distinction made between concealed or unconcealed weapons, or the type of weapon carried.

Approved by the Craven County Department of Social Services Board on January 27, 2014

Tanya P. Roberts

Tanya Roberts, Chair, Craven County Board of Social Services

OCCUPANT	CONTRACTORS/BIDS				
	4 Seasons	Everette George	JE Dillahunt	LA Downey	Clint Blanton
1504 N Hills Court New Bern NC	\$7,888	\$16,494	\$21,780	\$12,899	\$9,200
BID PROPOSAL FORM					
BID SUMMARY FORM					
CONTRACTOR CERTIFICATIONS					
CONTRACTOR REGISTRATION FORM					

BIDS OPENED BY: Chip BartlettOn file
(Signature)WITNESSED BY: Jason R FrederickOn file
(Signature)

NOTE: THIS IS A DRAFT BID SUMMARY FOR REVIEW/RECORDKEEPING PURPOSES ONLY. THE BID OF THE APPARENT LOW BIDDER HAS NOT BEEN TABULATED, AND THE PROGRAM ADMINISTRATOR HAS NOT REVIEWED THE INSPECTOR'S ESTIMATES AND OTHER PRE-AWARD DOCUMENTATION.

CRAVEN COUNTY HURRICANE IRENE HMGP - DEMOLITION
FINAL BID TABULATION FORM

BID OPENING DATE: October 30, 2014
PRELIMINARY BID SUMMARY (RA-7) REVIEWED/TABULATED BY: _____
(SEE ATTACHMENT)

ADDRESS OCCUPANT	ACTUAL BID (TABULATED)	CONTRACTOR	RECOMMENDED AWARD (✓)	COMMENTS
1504 N Hills Court New Bern NC 28560	\$7,888	4 Seasons	✓	Low Bidder
	\$16,494	Everette George		
	\$21,780	JE Dillahunt		
	\$12,899	LA Downey		
	\$9,200	Clint Blanton		

REQUEST TO AMEND PERSONNEL RESOLUTION

Article IV. The Pay Plan, Section 14. Longevity Pay Plan

Overview: On July 24, 1989 the Craven County Board of Commissioners amended the Craven County Personnel Manual to cease paying employee benefits to part-time employees with the exception of retirement benefits, where applicable. A recent review of the Craven County Personnel Policies and Procedures revealed that change was never made in the Longevity Pay Plan section of the Personnel Policy over the years. Revised policy language to reflect the policy change made in 1989 is included for consideration to correct the inadvertent omission.

Board Action: Consider adoption of recommended amendment to Personnel Resolution.

Current Policy Language

The Craven County Longevity Pay Plan is intended to show appreciation and to reward employees annually for their faithful continuous service. The longevity payment is subject to the Board of Commissioners approving and budgeting funds for this program on a fiscal year basis.

Longevity payment will be made to employees eligible in accordance with the following longevity pay plan based on total continuous service as of October 31st of each year. The base incentive is \$200 paid to employees with five (5) full years of service. For every full year of service over five (5), an additional \$25.00 will be paid to the employee. The maximum longevity allowance is \$1000.00 for 30 or more years of service.

Longevity is not considered a part of annual base pay for classification and pay purposes, nor is it to be recorded in personnel records as a part of annual base salary.

(a) Eligibility

- (1) Have completed five (5) years of continuous service on or before October 31st of each year; and
- (2) Be a permanent full time employee of the County on or before October 31st of each year; or,
- (3) Be a permanent part-time employee of the County on or before October 31st of each year.

Part-time employees are defined as employees working at least one-half (1/2) of the established work schedule for their department and who are participating in the Local Government Retirement System. Temporary employees (full or part-time) are not eligible for longevity payments. Any change of appointment to temporary will cause an employee to become ineligible for longevity pay.

The longevity pay plan shall apply to all Craven County regular employees, appointed to a permanently established position. If an employee retires, resigns, or dies after October 31, but prior to payment, the full payment shall be made to the employee and/or the estate of the employee.

Longevity payment is taxable income for the year in which it is received and will be subject to all applicable payroll deductions, which are normally required to be made on income. These shall include but not necessarily be limited to the following: Retirement System deduction, Social Security deduction, State Payroll taxes and Federal Payroll taxes.

(b) Employees on leave of absence will be affected as follows in regard to longevity pay:

- (1) Employees on leave of absence may pick up their longevity check in person at the County Finance Department or from their Department Head.
- (2) An employee who does not return to active service from an authorized leave of absence shall forfeit his/her longevity pay, unless they were a full time employee on or after October 31st and using accrued leave during said absence.

(3) Employees on Workers' Compensation leave shall receive longevity pay in the same manner as if they were working.

(c) Distribution

Longevity payments will be distributed to all eligible employees, as a separate payment, on the last working day immediately preceding the Thanksgiving Holiday.

(d) Reduction in Force/Elimination of Position – Applicability to Longevity

If a Reduction in Force occurs between July 1 and the longevity date, (currently October 31st) any employee who is terminated because of said reduction in force or elimination of position by the County, and whom would have been eligible to receive longevity pay in that current fiscal year, shall receive a pro-rated share of their longevity in their payment at the next regular payroll following the termination date. If a reduction in force falls after the longevity date of that fiscal year, no further amount will be paid. This section (d) does not include any other type of termination, other than reduction in force and elimination of position.

(e) Calculation of Longevity

Longevity payments will be calculated and paid according to the following pay plan:

<u>Years of Service</u>	<u>Longevity Amt.</u>	<u>Years of Service</u>	<u>Longevity Amt.</u>
5 years	\$ 200.00	18 years	525.00
6 years	225.00	19 years	550.00
7 years	250.00	20 years	750.00
8 years	275.00	21 years	775.00
9 years	300.00	22 years	800.00
10 years	325.00	23 years	825.00
11 years	350.00	24 years	850.00
12 years	375.00	25 years	875.00
13 years	400.00	26 years	900.00
14 years	425.00	27 years	925.00
15 years	450.00	28 years	950.00
16 years	475.00	29 years	975.00
17 years	500.00	30 years	1000.00 (Max)

Part-time employee's longevity will be based upon a full time equivalent of the time worked.

(f) Violation of Requirements

Longevity payments made to employees in violation of the requirements due to County or employee error must be returned to the County.

Proposed Policy Language

The Craven County Longevity Pay Plan is intended to show appreciation and to reward employees annually for their faithful continuous service. The longevity payment is subject to the Board of Commissioners approving and budgeting funds for this program on a fiscal year basis.

Longevity payment will be made to employees eligible in accordance with the following longevity pay plan based on total continuous service as of October 31st of each year. The base incentive is \$200 paid to employees with five (5) full years of service. For every full year of service over five (5), an additional \$25.00 will be paid to the employee. The maximum longevity allowance is \$1000.00 for 30 or more years of service.

Longevity is not considered a part of annual base pay for classification and pay purposes, nor is it to be recorded in personnel records as a part of annual base salary.

(a) Eligibility

- (1) Have completed five (5) years of continuous service on or before October 31st of each year; and
- (2) Be a permanent full time employee of the County on or before October 31st of each year; ~~or,~~
- ~~(3) Be a permanent part-time employee of the County on or before October 31st of each year.~~

~~Part-time employees are defined as employees working at least one-half (1/2) of the established work schedule for their department and who are participating in the Local Government Retirement System. Part-time and temporary employees (full or part-time) are not eligible for longevity payments. Any change of appointment to part-time or temporary will cause an employee to become ineligible for longevity pay.~~

The longevity pay plan shall apply to all Craven County regular employees, appointed to a permanently established position. If an employee retires, resigns, or dies after October 31, but prior to payment, the full payment shall be made to the employee and/or the estate of the employee.

Longevity payment is taxable income for the year in which it is received and will be subject to all applicable payroll deductions, which are normally required to be made on income. These shall include but not necessarily be limited to the following: Retirement System deduction, Social Security deduction, State Payroll taxes and Federal Payroll taxes.

(b) Employees on leave of absence will be affected as follows in regard to longevity pay:

- (1) Employees on leave of absence may pick up their longevity check in person at the County Finance Department or from their Department Head.
- (2) An employee who does not return to active service from an authorized leave of absence shall forfeit his/her longevity pay, unless they were a full time employee on or after October 31st and using accrued leave during said absence.
- (3) Employees on Workers' Compensation leave shall receive longevity pay in the same manner as if they were working.

(c) Distribution

Longevity payments will be distributed to all eligible employees, as a separate payment, during the month of November prior to the last working day immediately preceding the Thanksgiving Holiday.

(d) Reduction in Force/Elimination of Position – Applicability to Longevity

If a Reduction in Force occurs between July 1 and the longevity date, (currently October 31st) any employee who is terminated because of said reduction in force or elimination of position by the County, and whom would have been eligible to receive longevity pay in that current fiscal year, shall receive a pro-rated share of their longevity in their payment at the next regular payroll following the termination date. If a reduction in force falls after the longevity date of that fiscal year, no further amount will be paid. This section (d) does not include any other type of termination, other than reduction in force and elimination of position.

(e) Calculation of Longevity

Longevity payments will be calculated and paid according to the following pay plan:

<u>Years of Service</u>	<u>Longevity Amt.</u>	<u>Years of Service</u>	<u>Longevity Amt.</u>
5 years	\$ 200.00	18 years	525.00
6 years	225.00	19 years	550.00
7 years	250.00	20 years	750.00
8 years	275.00	21 years	775.00
9 years	300.00	22 years	800.00
10 years	325.00	23 years	825.00

11 years	350.00	24 years	850.00
12 years	375.00	25 years	875.00
13 years	400.00	26 years	900.00
14 years	425.00	27 years	925.00
15 years	450.00	28 years	950.00
16 years	475.00	29 years	975.00
17 years	500.00	30 years	1000.00 (Max)

~~Part-time employee's longevity will be based upon a full time equivalent of the time worked.~~

(f) Violation of Requirements

Longevity payments made to employees in violation of the requirements due to County or employee error must be returned to the County.

NORTH CAROLINA
CRAVEN COUNTY

RIGHT OF FIRST REFUSAL

This RIGHT OF FIRST REFUSAL made this _____ day of _____ 2014, by and between **CRAVEN COUNTY**, a body politic and corporate (“Grantor”), and **BSH HOME APPLIANCES CORPORATION**, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware and authorized to conduct business in the State of North Carolina, (“Grantee”) is as follows:

WITNESSETH

WHEREAS, Grantor is the owner of certain real property in North Carolina;

WHEREAS, Grantee desires to obtain a right of first refusal or first option to purchase certain real estate owned by Grantor;

WHEREAS, Grantor agrees to grant Grantee a right of first refusal or first option to purchase real estate pursuant to the terms of this agreement; and

NOW, FOR AND IN CONSIDERATION of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Grant of Right of First Refusal. Grantor hereby grants to Grantee a right of first refusal for the real property described herein in Exhibit A, operating as follows: should Grantor at any time receive a bonafide offer to purchase the real property described in Exhibit A (or any

portion thereof), Grantor shall immediately communicate said offer to Grantee, and Grantee shall thereupon have the right to purchase said real property (or the offered portion thereof) upon the same terms and conditions contained in the offer to purchase, provided that Grantee's intention to exercise the right must be communicated to Grantor within thirty (30) days of Grantor's notification of the offer to Grantee. Any third party may conclusively rely on a recorded deed from Grantor conveying all or any portion of the property subject to this right of first refusal as proof that all requirements for notice herein have been fully acquitted and that the right to purchase was not exercised by Grantee. The right of first refusal herein granted is for the exclusive benefit and use of Grantee, is not assignable or otherwise transferable without the written consent of Grantor. In any event, Grantor and Grantee agree that this right of first refusal, unless earlier exercised or waived by Grantee, shall expire at midnight on the 31st day of December, 2019.

2. Termination. This right of first refusal shall terminate upon the failure or refusal of the Grantee to exercise the right to purchase the real property or by express written consent of the Grantee

IN TESTIMONY WHEREOF, the Grantor has hereunto its hand and adopted as its seal the typewritten word "SEAL" appearing beside its name, this the day and year first above written.

CRAVEN COUNTY

BY: _____

_____, Chairman,
Craven County Board of Commissioners

ATTEST:

GWENDOLYN M. BRYAN
Clerk to the Board

-SEAL-

NORTH CAROLINA
CRAVEN COUNTY

I, _____, a Notary Public of Craven County, do hereby certify that GWENDOLYN M. BRYAN personally appeared before me this day and acknowledged that she is the Clerk of Craven County, a body politic and corporate of the State of North Carolina existing by virtue of the laws of the State of North Carolina, and that by authority duly given and as the act of Craven County, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal, and attested by herself as its Clerk.

WITNESS my hand and notarial seal, this _____ day of _____, 2014.

My Commission Expires:

NOTARY PUBLIC

EXHIBIT A

That certain tract or parcel of land located in Township No. 8, Craven County, North Carolina, containing +/- 23.11 acres and being designated as B/S/H Parcel No. 2 on a May 10, 2005, plat entitled "Boundary Survey B/S/H Home Appliances Logistics Site at Craven County Industrial Park," by Robert M. Chiles, P.E., said plat being recorded in Plat Cabinet ____, Slide ____, in the Office of the Register of Deeds of Craven County, North Carolina. Reference is hereby made to said plat, and the metes and bounds legal description contained therein, for a more accurate, detailed and precise description of the aforesaid +/- 23.11 acre tract.

DRAFT

PROPOSED MOU FOR CONSIDERATION AT NOVEMBER 12, 2014 MEETING:

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU"), is entered into this _____ day of _____, 2014, by and among CRAVEN COUNTY, a political subdivision of the State of North Carolina (the "County"), CRAVEN COUNTY COMMITTEE OF 100, LTD., a North Carolina nonprofit corporation ("Corporation"), CITY OF NEW BERN ("New Bern"), and CITY OF HAVELOCK ("Havelock").

WITNESSETH:

WHEREAS, the County has served as a primary funding source for economic development efforts in Craven County;

WHEREAS, Corporation has since its inception provided financial assistance to the economic development program in the County by way of raising funds from the private sector and utilizing those funds for economic development purposes such as acquiring, and developing industrial sites and constructing shell buildings and recruiting businesses to Craven County;

WHEREAS, New Bern and Havelock have each engaged in efforts to recruit businesses to their respective cities;

WHEREAS, the parties to this MOU agree that more closely combining their efforts within the structure of the Corporation, which is a nonprofit corporation, would better and more efficiently serve the public purposes of creating jobs and increasing the tax base within the jurisdictions of the parties; would enhance the ongoing private sector fundraising efforts; and would coordinate and unify the respective economic development efforts of the parties; and

WHEREAS, the parties desire to enter into this MOU to put into effect the transition of the parties' respective economic development programs from their current structures to a unified economic development structure through which economic development efforts in the County may be carried out;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties to this MOU agree as follows:

- 1: Structure Under the Corporation. Corporation shall cause its name to be changed to Craven 100 Alliance. The Corporation shall maintain its status as a tax-exempt corporation pursuant to Section 501(c)(3) of the Internal Revenue Code. The Bylaws of the Corporation have been conditionally amended in the form affixed hereto as Exhibit A and incorporated herein by reference, and have been conditionally approved by the Corporation (the "Amended Bylaws") to provide for the structure as set forth herein so that the Corporation may serve as the lead, unified, organization

PROPOSED MOU FOR CONSIDERATION AT NOVEMBER 12, 2014 MEETING:

for economic development efforts in the County. The Amended Bylaws shall become effective only upon execution of this MOU by all parties.

2. Board of Directors. The Board of Directors shall be appointed and/or elected as provided in the Amended Bylaws. The general terms of such appointment and election, which are more particularly described in the Amended Bylaws, are as follows:

The Board of Directors of the Corporation shall consist of twenty-one (21) voting positions. The Board of County Commissioners of the County shall have the right to appoint four (4) Directors, one (1) of whom shall be the Craven County Manager, and no more than one (1) of whom may be a member of the Craven County Board of Commissioners, and no more than one (1) of whom may be an elected official other than a member of the Craven County Board of Commissioners. The Board of Commissioners of the City of Havelock shall have the right to appoint three (3) Directors, one (1) of whom shall be the Havelock City Manager, and no more than one (1) of whom may be a member of the Havelock Board of Commissioners, and no more than one (1) of whom may be an elected official other than a member of the Havelock Board of Commissioners. The Board of Aldermen of the City of New Bern shall have the right to appoint three (3) Directors, one (1) of whom shall be the New Bern City Manager, and no more than one (1) of whom may be a member of the New Bern Board of Aldermen, and no more than one (1) of whom may be an elected official other than a member of the New Bern Board of Aldermen.

The remaining eleven (11) voting Directors shall be positions for persons from the private sector, which shall be elected by a majority vote of such private sector Directors. The initial private sector Directors shall be appointed by the Board of Directors of the Corporation in office just prior to the effectiveness of the Amended Bylaws, for staggered terms established by such Board. As those terms expire or there are vacancies, the replacements shall be elected by the other private sector Directors as indicated above.

3. Executive Committee. There shall be an Executive Committee consisting of the Chairman, Vice Chairman, Secretary and Treasurer of the Corporation, and the Craven County Manager, New Bern City Manager, and Havelock City Manager. The Executive Committee shall be authorized to expedite the transaction of business and management of the Corporation between regular meetings of the Board of Directors, and shall have management oversight of the day to day operations of the Corporation on terms to be set forth more specifically in a delegation of authority from the Board of Directors of the Corporation. Subject to any specific limitation imposed by the Articles of Incorporation or the Amended Bylaws, the Executive Committee shall have such further specific powers as may from time to time be conferred upon it by

PROPOSED MOU FOR CONSIDERATION AT NOVEMBER 12, 2014 MEETING:

resolution of the Board of Directors, and the Executive Committee may exercise such powers in such manner as it shall deem appropriate for the best interests of the Corporation in all cases in which specific directions shall not have been given by the Board.

4. Personnel. The parties have agreed that the Executive Director and potentially other personnel needed to carry out the functions of the Corporation shall be employees of the County who are loaned to the Corporation for operational purposes but are compensated by the County. The terms of employee provision may be subject to further agreement negotiated in good faith by the parties to this MOU, but the basic terms of such provision shall be as follows:
 - A. The day-to-day oversight of the operation of the Corporation's economic development program shall be implemented by the Executive Committee established as set forth above. The Executive Director shall in all respects report to and receive directions as to day to day operational matters from the Executive Committee, subject to County personnel policies and the County Manager's oversight responsibilities for personnel. Other employees loaned to the Corporation by the County shall in all respects report to and receive direction from the Executive Director.
 - B. The County Manager shall have the primary responsibility as to hiring, discharging, and setting the terms of employment of the Executive Director of the Corporation. The County agrees to consult in good faith with the Executive Committee of the Corporation regarding such employment matters when possible, and subject to County personnel policies.
 - C. The County Manager shall have the primary responsibility as to hiring, discharging, and setting the terms of employment of other officers and personnel working for the Corporation as loaned employees of the County, including annual reviews and salary recommendations. The County agrees to consult in good faith with the Executive Committee of the Corporation regarding such employment matters when possible, and subject to compliance with Craven County Personnel Policy.
 - D. In the event that employees of either Havelock or New Bern are loaned to Corporation, the respective City Managers shall have the primary responsibility as to hiring, discharging, and setting the terms of employment of such employees. The City Managers agree to consult in good faith with the Executive Committee of the Corporation regarding such employment matters when possible, subject to the respective City's personnel policies.

PROPOSED MOU FOR CONSIDERATION AT NOVEMBER 12, 2014 MEETING:

- E. The cost of the payrolls of the loaned County, New Bern or Havelock personnel working for the Corporation, including fringe benefits, payroll taxes and other employee costs shall continue to be paid by the County, New Bern or Havelock, respectively.
5. Separation of Funds and Assets. The parties desire, for the term of the MOU, to the extent possible to keep funds received from public and private sources separated for accounting purposes. This will enable the parties to easily allocate assets in the event of a dissolution of the combined efforts under this MOU. In furtherance of that agreement, the Corporation will establish separate bank accounts for funds contributed from private sources (the "Private Bank Account(s)") and those contributed by public bodies (the "Public Bank Accounts"), as more particularly set forth in the Amended Bylaws, although all such accounts shall be accounts of the Corporation. Allocation of particular funds to either Private Bank Account(s) or Public Bank Account(s) shall be as provided herein and/or in the Amended Bylaws if not provided herein, or as agreed by Supermajority Vote of the Board of Directors if not addressed herein or in the Amended Bylaws.
6. Funding Appropriations. The parties have agreed to certain contributions from the parties as initial funding for the reorganized Corporation anticipated by this MOU. The initial contributions shall be as follows and shall be contributed to the Corporation within twenty (20) days of execution of this MOU and the Amended Bylaws (the "Buy-Ins") and placed in the Private Bank Account(s) as to the Corporation's contributions, and in the Public Bank Account(s) as to the governmental entities' contributions:
- | | |
|----------------------|-------------|
| A. Craven County: | \$25,000.00 |
| B. City of Havelock: | \$15,000.00 |
| C. City of New Bern: | \$25,000.00 |
| D. Corporation: | \$35,000.00 |
7. Eastern Region Funds. Craven County has requested and received its share of motor vehicle registration tax proceeds to be used for economic development. The funds, which are subject to maintenance and oversight by Craven County, will be available for the purposes of the unified economic development programs of the Corporation as structured pursuant to this MOU. The Executive Committee and Board of Directors of the Corporation shall make recommendations with regard to expenditures from such funds for the purposes of the Corporation, however all expenditures of such funds must be approved by the Board of Commissioners of Craven County.

PROPOSED MOU FOR CONSIDERATION AT NOVEMBER 12, 2014 MEETING:

8. Annual Dues. The County, New Bern, and Havelock will be Members of the Corporation. The parties agree that the annual contributions (dues) for such Members will be based upon the population of the applicable jurisdiction and will be \$0.50 per capita for the term of this MOU ("Annual Contributions"). Population counts for this purpose shall not include persons residing aboard MCAS Cherry Point. The Annual Contributions per capita may not be increased without approval of the governing bodies of the County, the City of New Bern, and the City of Havelock so long as they are parties to this MOU. It is understood that such Annual Contributions are in the discretion of the applicable governing bodies of such parties, but it is anticipated that the Corporation will receive Annual Contributions in at least this amount from year to year for economic development programs, with such additional appropriations as are mutually agreeable to the Board of the Directors of the Corporation and the applicable governing bodies of the County, New Bern, and Havelock. The Annual Contributions shall be placed in the Public Bank Account(s). Any additional appropriations from the County, New Bern or Havelock over and above the Buy-Ins or the Annual Contributions shall also be placed in the Public Bank Account(s).
9. Operational Funding. The parties anticipate that the County will provide in kind services valued at approximately \$400,000.00 per year of operational funding for personnel costs, administrative costs, equipment and supplies, office and utilities, and building and grounds maintenance.
10. Private Sector Fundraising/Uses of Public and Private Funds. The Corporation shall regularly conduct fundraising efforts from the private sector. All funds received pursuant to these fundraising efforts shall vest in and be the sole property of the Corporation, and shall be expended pursuant to the discretion of the Board of Directors of the Corporation. Such funds, as well as all private Member dues/contributions shall be placed in the Private Bank Account(s). Funds in Private Bank Accounts shall be used, among other things, for prospect development and marketing. Product development efforts such as the industrial park improvement or expansion and shell buildings, may be paid from funds in either Public or Private Bank Accounts as approved according to the Amended Bylaws on a project by project basis.
11. Corporation's Assets.
 - A. The Corporation is the owner of certain real property at 100 Industrial Drive, Craven County, which is leased to a third party (the "Existing Real Property"). It is understood and agreed that the Existing Real Property shall remain in the ownership of the Corporation for the initial three year term of this MOU, and that any provisions regarding transfer or sale of such Existing Real Property during any extended term of this MOU shall require a Supermajority Vote of the Board

PROPOSED MOU FOR CONSIDERATION AT NOVEMBER 12, 2014 MEETING:

of Directors of the Corporation as provided in the Amended Bylaws. In the event of a termination of this MOU or the withdrawal of Craven County, New Bern and/or Havelock from the Corporation and the provisions of the MOU, the Existing Real Property, or the proceeds of any sale thereof, shall remain the property of the Corporation.

- B. Should any of the parties to this MOU withdraw from it or if this MOU is terminated pursuant to the terms herein, any funds contributed to the Corporation from the private sector, or as annual contributions or dues from private Members, or the private member Buy-Ins, shall remain the property of the Corporation. In the event of a termination of the MOU, any funds contributed to the Corporation by the County, Havelock or New Bern, which are or, according to the Amended Bylaws or this MOU or resolution of the Board of Directors of the Corporation, were required to be, maintained in the Public Bank Account(s), and which have not been expended by the Corporation (the "Public Contributions"), shall be paid to the County, Havelock and New Bern in the same proportion as the amounts such entities contributed to the Corporation. Any physical assets which may have been contributed to the Corporation by any of said entities shall be returned to the respective entity which contributed same. In the event of a withdrawal by one of said governmental entities, that entity's proportionate share of any Public Contributions then held by the Corporation (which share shall be that proportion which its contributions to the Public Contributions bears to the contributions of the other governmental entities to the Public Contributions as of the effective date of the subject withdrawal) shall be paid to such governmental entity, and any physical assets contributed to the Corporation by the entity shall also be returned to such entity, within sixty (60) days of the effective date of withdrawal.

12. Term and Termination of MOU; Withdrawal. This MOU and the obligations created hereunder take effect and become binding immediately upon the execution and delivery of this MOU by all the parties. This MOU expires the later of:

- A. Midnight, local time for Craven County, North Carolina on June 30, 2017, or any agreed-upon extension thereof;
- B. Upon the failure of the County, New Bern, and/or Havelock to make an annual appropriation in any year of an amount determined as provided herein, to effectively carry on operations of the economic development program at the scope and extent of the program efforts in the previous year, as determined by the Board of Directors of the Corporation;

PROPOSED MOU FOR CONSIDERATION AT NOVEMBER 12, 2014 MEETING:

- C. Upon the breach by any party of any material obligation hereunder and the failure to cure such breach within a period of thirty (30) days after written notice to such party of said breach.

Notwithstanding the foregoing, the parties may by unanimous consent at any time terminate this MOU in the joint undertakings contemplated herein.

After the expiration or termination of this MOU, no party shall have any continuing obligations to another by reason of this MOU, except for any such obligations as by their terms continue beyond the expiration or termination hereof. The parties or their successors in interest shall have the right to receive certain funds, or, in the case of the Corporation, the right to retain certain monies and land, respectively, as more particularly set forth above. All Directors appointed to the Board of Directors by New Bern, Havelock, or Craven County shall be deemed to resign effective with the effective date of the termination.

Any party may, in its sole discretion, withdraw from this MOU by giving written notice of withdrawal to each of the other parties by March 1 of any year (to be at least 120 days prior to June 30). Any withdrawal will be effective on the next June 30 following the last date notice is received by another party. The withdrawing party, if such party is New Bern, Havelock or County, shall be deemed to have removed its appointed Directors from the Board of Directors of the Corporation effective with the effective date of withdrawal and thereafter shall have no right to appoint Directors to the Corporation. The redistribution of seats, or any change in the number of Directors¹ on the Board and on the Executive Committee, shall be renegotiated by the remaining parties to this MOU, and such parties shall work together to propose any appropriate amendments to the Bylaws regarding any agreed refilling and reallocation of such seats.

From and after the effective date of withdrawal set forth in the notice, the withdrawing party, and the remaining parties, shall have no continuing obligation to another by reason of this MOU, but however the withdrawing party shall have the right to receive certain funds as more particularly provided above, or, in the case of the Corporation, the right to retention of certain monies and land as provided herein.

13. Indemnification. To the extent permitted by law, each party will indemnify, protect and save the other parties and their respective officers and employees harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the negligence or intentionally wrongful actions of the indemnifying party (or its officers, employees or other agents) related to this MOU or to the transactions contemplated by or relating to this MOU. The

PROPOSED MOU FOR CONSIDERATION AT NOVEMBER 12, 2014 MEETING:

indemnification arising under this provision shall survive the termination of the MOU.

14. Representations, Covenants and Warranties. Each of the parties represents, covenants and warrants for the benefit of the others, as follows:
 - A. Neither the execution and delivery of this MOU, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this MOU, results in a breach of the terms, conditions and provisions of any agreement or instrument to which such party is now a party or by which it is bound, or constitute a default under any of the foregoing.
 - B. Neither the execution and delivery of this MOU, nor the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms and conditions of this MOU, to the best of such party's knowledge, constitute a violation of any provision of law governing such party.
 - C. To the knowledge of each party, there is no litigation or other court or administrative proceeding pending or threatened against such party (or against any other person) affecting such party's rights to execute and deliver this MOU or to comply with its obligations under this MOU. Neither such party's execution and delivery of this MOU, nor its compliance with its obligations under this MOU, requires the approval of any regulatory body or any other entity the approval of which have not been obtained.
 - D. All of such party's representations, covenants and warranties in this MOU are true, correct, and complete in all material respects, and not false or misleading in any material respect.
 - E. This MOU has been validly authorized, executed, and delivered by such party, and is a valid, legal, and binding obligation of such party.
15. Informalities. Informalities observed in the administration or performance of this MOU and the failure of any party to insist upon strict compliance with the provisions of this MOU on one occasion shall not be deemed to be the waiver of any provision hereof or of the right of any party to this MOU to insist upon the strict performance of this MOU at any later time.
16. Governing Law. The parties intend that this MOU will be governed by North Carolina law.
17. Notices. Notices required or permitted by this MOU must be in writing except as expressly provided otherwise herein. Notices shall be deemed given when delivered

PROPOSED MOU FOR CONSIDERATION AT NOVEMBER 12, 2014 MEETING:

by hand, or one business day after forwarding by reputable overnight Courier service with proof of delivery requested, if addressed as follows:

If to County:

Mr. Jack B. Veit, III
County Manager
406 Craven Street
New Bern, NC 28560

If to New Bern:

Mr. Mark Stephens
City Manager
300 Pollock Street
New Bern, NC 28560

If to Havelock:

Mr. Frank Bottorf
City Manager
1 Governmental Avenue
Havelock, NC 28532

If to Corporation:

Mr. Owen Andrews
3731 Trent Road
New Bern, NC 28562

Any addressee may designate additional or different addresses for communications by notice given under this Section to the other parties.

18. Assignments. No party may sell or assign any interest in or obligation under this MOU without the prior express written consent of all the parties.
19. Amendments. This MOU may not be changed except in writing signed by all parties.
20. Binding Effect. Subject to the specific provisions of this MOU, this MOU is binding upon and inures to the benefit of, and is enforceable by, the parties and their respective successors and assigns.

PROPOSED MOU FOR CONSIDERATION AT NOVEMBER 12, 2014 MEETING:

21. Liability of Officers and Agents. No officer, agent or employee of any party shall be subject to any personal liability or accountability by reason of the execution of this MOU or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not release any such officer, agent or employee from the performance of any official duty provided by law.
22. Bylaws of Corporation. In the event that any matter is not addressed in this MOU, but such matter is addressed in the Amended Bylaws, or if any provision of this MOU is in conflict with any provision of the Amended Bylaws, then the subject provision as set forth in the Amended Bylaws shall control and have priority over any provision of this MOU; provided, however, Paragraphs 2 and 3 above shall not be modified or affected by further amendments of the Bylaws without written concurrence from the County, New Bern, and Havelock.
23. Third-Party Beneficiaries. There are no entities which are, of which are intended as, third-party beneficiaries of this MOU.
24. Counterparts. This MOU may be executed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument.
25. Entire Agreement. This MOU constitutes the entire agreement between the parties with respect to the general subject matter covered hereby.

[Signature Pages Follow]

PROPOSED MOU FOR CONSIDERATION AT NOVEMBER 12, 2014 MEETING:

IN WITNESS WHEREOF, the parties have executed this document on the date first above written.

CRAVEN COUNTY

ATTEST:

BY: _____

(SEAL)

CITY OF NEW BERN

ATTEST:

BY: _____

(SEAL)

CITY OF HAVELOCK

ATTEST:

BY: _____

(SEAL)

CRAVEN COUNTY COMMITTEE OF
100, LTD.

ATTEST:

BY: _____

(SEAL)

PROPOSED BYLAW AMENDMENTS FOR NOVEMBER 12, 2014 MEETING:

Effective _____, 2014

AMENDED AND RESTATED
BYLAWS
of
CRAVEN 100 ALLIANCE

PURPOSE AND OBJECTIVES

The purpose and objective of the Corporation is to diversify and grow Craven County's economy by attracting new industries, supporting existing companies, and fostering the creation and expansion of jobs and investment in Craven County.

The Corporation intends to do the following in furtherance of its purposes and the purposes set forth in that certain Memorandum of Understanding between the City of New Bern, the City of Havelock, Craven County, and the Craven Committee of 100, Ltd. regarding the restructure of this Corporation into the Craven 100 Alliance dated _____, 2014 (the "Memorandum of Understanding").

1. Work with Craven County and the County's Economic Development Department, the City of New Bern, and the City of Havelock in a combined effort for recruitment of new industry and sustaining the existing industrial base.
2. Work with other organizations in the region to establish and maintain a strong business climate.
3. Provide monetary support from the private/business sector to assist with business and industry recruitment and retention, and to provide guidance and oversight for expenditure of contributions to the Corporation from the public sector for the combined efforts as provided herein.
4. Encourage and promote the location and operation of diversified businesses and industries, and manufacturing establishments within Craven County, which are compatible with the community.
5. Act independently or in conjunction with other organizations in the promotion and development of the economic and general welfare and betterment of Craven County.

ARTICLE 1
Corporate Name; Offices

1.1 Corporate Name: The name of this organization was originally Craven Committee of 100, Ltd., and has been changed and shall be **Craven 100 Alliance**, a 501(c)(3) nonprofit corporation organized by virtue of the laws of the State of North Carolina ("Corporation").

1.2 Principal Office: The principal office of the Corporation shall be located in Craven County, North Carolina. Until changed by the Board of Directors, the principal office shall be _____, New Bern, Craven County, North Carolina, 28562.

1.3 Registered Office: The registered office of the Corporation required by law to be maintained in the State of North Carolina may be, but need not be, identical with the principal office.

ARTICLE 2
Directors

2.1 General Powers: The business and affairs of the Corporation shall be managed by the Board of Directors, or by such committees as the Board of Directors may establish pursuant to the Articles of Incorporation or these Bylaws.

2.2 Number and Term: The Board of Directors shall consist of twenty-one (21) voting Directors. Such Directors shall be selected as follows:

A. For so long as Craven County is a Member of the Corporation and a party to the Memorandum of Understanding, the Craven County Board of Commissioners shall appoint four (4) Directors. One (1) shall be the Craven County Manager, and the remainder shall be appointed at the County's discretion. Provided however, that no more than one (1) of such appointees may be a member of the Craven County Board of Commissioners, and no more than one (1) may be an elected official other than a member of the Craven County Board of Commissioners. The Directors so appointed shall serve at the pleasure of the Craven County Board of Commissioners.

B. For so long as the City of New Bern is a member of the Corporation and a party to the Memorandum of Understanding, the City of New Bern Board of Aldermen shall appoint three (3) Directors. One (1) shall be the New Bern City Manager, and the

remainder shall be appointed at the City of New Bern's discretion. Provided however, that no more than one (1) of such appointees may be a member of the New Bern Board of Aldermen, and no more than one (1) may be an elected official other than a member of the New Bern Board of Aldermen. The Directors so appointed shall serve at the pleasure of the City of New Bern Board of Aldermen.

C. For so long as the City of Havelock is a member of the Corporation and a party to the Memorandum of Understanding, the City of Havelock Board of Commissioners shall appoint three (3) Directors. One (1) shall be the Havelock City Manager, and the remainder shall be appointed at the City of Havelock's discretion. Provided however, that no more than one (1) of such appointees may be a member of the Havelock Board of Commissioners, and no more than one (1) may be an elected official other than a member of the Havelock Board of Commissioners. The Directors so appointed shall serve at the pleasure of the City of Havelock Board of Commissioners.

D. The remaining eleven (11) Directors shall be elected from the private sector (the "Private Sector Directors"). As of the effective date of these Amended and Restated Bylaws, the initial Private Sector Directors shall be appointed by the Board of Directors of Corporation as it exists just prior to the effectiveness of these Amended and Restated Bylaws. Such initial Private Sector Directors shall serve terms of one, two and three years, respectively as determined and designated by the appointing Board in as equal groups as possible so that their terms shall be staggered. Thereafter, such Directors shall be elected for three year terms by the majority vote of all Private Sector Directors then in office from nominees nominated by the Officers and Directors Nominating Committee as provided herein. Each of these Private Sector Board Members shall be allowed, if properly re-elected, to serve for two (2) consecutive terms, but shall not be allowed to serve for more than two (2) consecutive terms. Each Private Sector Director shall hold office until his successor is elected and qualified, or until his earlier resignation, removal from office, or death. The initial term of any Private Sector Board members which is less than three (3) years shall not be considered a term subject to the above limitation of two consecutive terms.

2.3 Ex-Officio Directors:

Up to eight (8) nonvoting Directors designated as "Ex-Officio" may be elected by majority vote of the Board of Directors from nominees designated by the Executive Committee as provided hereinbelow. The initial Ex-Officio Directors shall be appointed by the newly established Board of Directors of the Corporation, and shall have staggered terms of one, two and three years, respectively as designated by the appointing Board. Thereafter, Ex-Officio Directors shall be elected for three (3) year terms. Ex-Officio Directors shall be persons who are public officials or former public officials, or members or former members of State Agency Boards or the U.S. Military, or officers or Trustees of a State University or Community College, and shall have such other qualifications and other requirements to be elected, or to continue as an Ex-Officio Director, as may be established by the Board. Ex-Officio Directors shall be subject to the same term limits as Private Sector Directors as provided hereinabove.

2.4 Officers and Directors Nominating Committee: No later than March 1 of each year, the Private Sector Directors shall appoint an Officers and Directors Nominating Committee consisting of at least three (3) Private Sector Directors whose terms are not due to expire for at least a year, and shall also designate the chairman of such Committee. The Officers and Directors Nominating Committee shall present nominations as needed for Private Sector Directors and Officers, on such schedule as shall be determined by the Board of Directors.

2.5 Removal of Directors: Except as otherwise provided herein, a Private Sector Director may be removed for cause by a two-thirds vote of the remaining Private Sector Directors present. If any Private Sector Directors are so removed, new Private Sector Directors may be elected at that time or at any subsequent meeting in accordance with Section 2.6. For purposes of this Section 2.5, the phrase "for cause" shall include, but be not limited to: gross misconduct; lack of commitment to, or service of, the basic objectives of the Corporation; failure to attend three (3) consecutive meetings of the Board of Directors without excuse accepted as satisfactory by the Board; failure to attend a total of six (6) regularly scheduled meetings of the Board of Directors in a twelve (12) month period; or conduct detrimental to the Corporation. Prior to removal, said Private Sector Director shall be entitled to at least ten (10) days advance written notice of the meeting at which such removal will be voted upon, and shall have the right to appear and be heard at the meeting.

2.6 Vacancies: A vacancy occurring in the Board of Directors shall be filled in the manner provided herein for the Director position that is vacant.

2.7 Compensation: The Board of Directors shall not compensate Directors for their services; provided that nothing herein contained shall be construed to preclude any member from serving the Corporation in any other capacity and receiving compensation therefore, but then only in strict accordance with all conflict of interest policies of the Corporation.

ARTICLE 3 **Meetings of Directors**

3.1 Regular Meetings: Regular meetings of the Board of Directors shall be held on the second Wednesday of each month, unless canceled or rescheduled for good cause, with the meeting in June to serve as the annual meeting. Unless the date of the meeting is changed, and except as otherwise provided herein, notice and an agenda should be, but are not required to be, given at least five (5) business days in advance of said meeting. However, any matter may be considered and voted on at a regular meeting, even if not specifically identified in the notice and/or agenda for said meeting, unless otherwise required by law or these Bylaws.

3.2 Special Meetings: Special meetings of the Board of Directors may be called by or at the request of the Chairman or at least three (3) Directors, upon 48 hours notice given to each Director. Such notice must be in writing, delivered by mail or email. The purpose(s) of a special meeting shall be given, and any action taken at such meeting shall be limited to the matters specifically identified in the notice and/or agenda for said meeting.

3.3 Waiver of Notice of Meetings: Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called.

3.4 Quorum: Unless otherwise expressly provided herein or by law, the presence of at least two-thirds (2/3) of the Directors (but excluding nonvoting Directors) shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Once a quorum is established, a quorum will be deemed to exist for the remainder of the meeting, or for a recessed meeting, even if the number of Directors present is reduced below the minimum number

necessary to initially establish a quorum.

3.5 Manner of Acting: Except as otherwise provided for in the Articles of Incorporation or these Bylaws, the act of the majority of the Directors present or in attendance, at a meeting at which a quorum is present, shall be the act of the Board of Directors. Each Director present shall be entitled to one (1) vote on each matter for which a vote is taken. Proxy voting shall not be allowed.

3.6 Informal Action by Directors: Where a matter is for action by the entire Board of Directors, and is not a matter requiring a Supermajority Vote, action taken by a majority of the Directors without a meeting is nevertheless Board action if consent to the action in question is signed by all of the Directors prior to the action so taken and filed with the minutes of the proceedings of the Board. Where a matter requires only the vote of the Private Sector Directors, action taken by a majority of the Private Sector Directors without a meeting is nevertheless action by the Private Sector Directors if consent to the action in question is signed by all of the Private Sector Directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

3.7 Supermajority Vote: A "Supermajority Vote" shall require the presence of 80% of the voting Directors, which must include at least one Director appointed by each of the City of New Bern, the City of Havelock, and Craven County, to constitute a quorum. Further, the vote must include the affirmative vote of a majority of all of the private Directors, and a majority of all of the publicly appointed directors, in order to pass a Supermajority Vote. In the event of the withdrawal of the City of New Bern, the City of Havelock, and/or Craven County from the Memorandum of Understanding, this section shall be deemed amended to remove the requirement of inclusion of a Director appointed by the withdrawn party. The matters which will require a Supermajority Vote are the following:

- A. Borrowing money;
- B. Dissolving the Corporation;
- C. Amending the Bylaws (in accordance with Article 15);
- D. Selling or otherwise transferring title to the real estate owned by the Corporation as of the date of these Amended and Restated Bylaws, it being understood that pursuant

to the Memorandum of Understanding such real estate may not be sold or title thereto otherwise transferred outside of the Corporation at any time prior to that date which is the third anniversary of the date of the Memorandum of Understanding.

3.8 Powers and Duties: All of the powers and duties of the Corporation shall be exercised by the Board of Directors and its designees, including those existing under the common law, statutes, regulations, and these Bylaws. Such powers and duties shall be exercised in accordance with the Articles of Incorporation and these Bylaws.

3.9 Abstention: An abstention shall be considered a vote in favor of a motion unless the Director abstaining is excused by a conflict of interest from voting on the matter. The existence of an asserted conflict of interest is subject to confirmation by the Executive Committee.

ARTICLE 4 **Officers**

4.1 Number: The officers of the Corporation shall consist of a Chairman, a Vice-Chairman, a Secretary, and a Treasurer, and such other officers as the Board of Directors from time to time deems necessary.

4.2 Nominations, Election and Term: Nominations for officers shall be made by the Officers and Directors Nominating Committee from among Private Sector Directors whose terms are not expiring during the anticipated term of the officers so nominated. Nominations should be submitted to the Board of Directors by written and/or electronic notification at least fourteen (14) days before the annual meeting.

The officers of the Corporation shall be elected by the majority vote of the Private Sector Directors at each annual meeting immediately after the election of any Private Sector Directors, and shall serve for terms of one (1) year which terms shall coincide with the fiscal year of the Corporation. An officer may succeed himself. Each officer shall hold office until his death, resignation, retirement, removal by majority vote of the Private Sector Directors, disqualification, or his successor is elected and qualifies.

All vacancies which may from time-to-time occur in any office may be filled by the Private Sector Directors and such appointed officers shall serve until the next succeeding annual

meeting.

4.3 Qualifications: The officers may be any natural person and must be a Private Sector Director, except for an Assistant Secretary if any.

4.4 Removal: Any officer elected by the Board of Directors may be removed by the Directors with or without cause.

4.5 Compensation: The officers of the Corporation shall serve without compensation, but may be reimbursed for reasonable expenses incurred in the performance of their duties. Each officer may be bonded, the cost of which to be paid by the Corporation.

4.6 Chairman: The Chairman shall preside at all meetings of the Board of Directors. The Chairman shall sign, with any other proper officer, any deed, lease, mortgage, bond, contract or other instrument which may be lawfully executed on behalf of the Corporation, except where required or permitted by law to be otherwise signed and executed. In general, the Chairman shall perform all duties as may be prescribed by the Board of Directors from time-to-time.

4.7 Vice Chairman: In the absence of the Chairman or in the event of his death, inability or refusal to act, the Vice Chairman (unless otherwise determined by the Board of Directors) shall perform the duties of the Chairman, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairman.

4.8 Secretary: The Secretary shall keep accurate records of the acts and proceedings of all meetings of the Board of Directors. The Secretary shall have general charge of the corporate books and records and of the corporate seal, and shall affix the corporate seal to any lawfully executed instrument requiring it. The Secretary shall sign such instruments as may require the Secretary's signature, and, in general, shall perform all duties incident to the Office of Secretary and such other duties as may be assigned from time-to-time by the Board of Directors.

4.9 Assistant Secretary: The Assistant Secretary shall act in the absence of the Secretary, and shall perform such other duties as may be assigned to her from time to time by the Board of Directors. The Executive Director shall be the Assistant Secretary *ex officio*.

4.10 Treasurer: The Treasurer shall perform all duties incident to his office and such other duties as may be assigned to him from time to time by the Board of Directors.

4.11 Other Officers: The Board of Directors shall have the authority to create or

establish any other office.

ARTICLE 5
Standing Committees

The Board of Directors may establish any standing committee it deems necessary.

5.1 Executive Committee:

A. There shall be an Executive Committee consisting of the Chairman, Vice Chairman, Secretary, and Treasurer, and the Craven County Manager, New Bern City Manager, and Havelock City Manager. The Executive Committee shall be authorized to expedite the transaction of business and management of the Corporation between regular meetings of the Board of Directors, and shall have management oversight of the day to day operations of the Corporation on terms to be set forth more specifically in a delegation of authority form the Board of Directors of the Corporation. Subject to any specific limitation imposed by the Articles of Incorporation, the Executive Committee shall have such further specific powers as may from time to time be conferred upon it by resolution of the Board of Directors, and the Executive Committee may exercise such powers in such manner as it shall deem for the best interests of the Corporation in all cases in which specific directions shall not have been given by the Board.

B. The Chairman of the Board of Directors shall preside at meetings of the Executive Committee. The Secretary of the Corporation shall be the Secretary of the Executive Committee.

C. The Executive Committee may prescribe for the conduct of its business such rules and regulations, not inconsistent with these Bylaws or with such resolutions for the guidance and control of the Executive Committee as may from time to time be passed by the Board, as it shall deem necessary or desirable, including, without limitation, rules fixing the time and place of meetings and the notice to be given thereof, if any. A majority of the voting members of the Executive Committee shall constitute a quorum. The adoption of any resolution or the taking of any other actions shall require the affirmative vote of a majority of all the voting members of the Executive Committee as from time to time constituted. Notwithstanding anything to the contrary in the foregoing, it shall require the affirmative vote of five of the seven members of the Executive Committee to approve expenditures from the Public Bank Accounts, therefore, quorum for purposes of a vote on expenditures of such funds shall be five (5). The Executive

Committee shall keep minutes of its proceedings, and it shall report all action taken by it to the Board at the meeting thereof held next after the taking of such action. All action taken by the Executive Committee shall be subject to revision or alteration by the Board at the meeting of the Board at which any such action has been reported to the Board; provided, however that such revision or alteration shall not affect any action taken by any officer or employee of the Corporation, or by a third party, or any rights of third parties that have vested, in reliance upon any action or direction of the Executive Committee.

D. The Executive Committee shall not have the authority to act on behalf of the Board of Directors for the purpose of:

1. Amending these Bylaws;
2. Incurring any debt or obligation for borrowed funds;
3. Making expenditures in excess of \$50,000.00 in a single expenditure from the funds in the Private Bank Account(s); or
4. Amending the budget.

5.2 Finance Committee: There shall be a Finance Committee consisting of at least three (3) members, including the Corporation's Treasurer. The Finance Committee shall be appointed by the Board of Directors, and shall serve on an annual basis. It shall concern itself with all financial affairs of the Corporation, reviewing all budgets, financial statements and making financial recommendation to the Board of Directors.

5.3 Other Committees: The Board of Directors may appoint any other standing or special committees it deems necessary.

5.4 Chairman to Serve Ex-Officio on all Committees: The Chairman of the Board of Directors shall be an additional ex-officio non-voting member of all committees.

5.5 Miscellaneous:

A. Vacancies. Vacancies in the membership of any Committee shall be filled by appointments made in the same manner as provided in the case of the original appointments.

B. Quorum. Unless otherwise provided herein or in the resolution of the Board of Directors designating a Committee, a majority of the voting members of the whole Committee

shall constitute a quorum and the act of a majority of the voting members present at a meeting at which a quorum is present shall be the act of the Committee.

C. Rules. Each Committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE 6

General Provisions

6.1 Seal: The corporate seal of the Corporation shall consist of two concentric circles between which is the name of the Corporation and in the center of which is inscribed "SEAL"; and such seal, in the form approved by the Board of Directors, shall be adopted by the Board as the corporate seal of the Corporation.

6.2 Waiver of Notice: Whenever any notice is required to be given to any Director under the provisions of the North Carolina Nonprofit Corporation Act, or under the Articles of Incorporation, or Bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice whether before or after the time stated therein, shall be equivalent to the giving of such notice.

6.3 Conflicts of Interest Policy: The Board of Directors affirms that the Directors, officers, and other employees of the Corporation have an obligation to exercise their authority and to carry out the duties of their respective positions for the sole benefit of the Corporation. They should avoid placing themselves in positions in which their personal interests are, or may be, in conflict with the interests of the Corporation. Where a potential conflict of interest exists, it shall be the responsibility of the person involved or any other person with knowledge to notify the Board of Directors of the circumstances resulting in the potential conflict so that the Board of Directors can provide such guidance and take such action as it shall deem appropriate.

No Director who directly or indirectly is involved in a potential conflict of interest shall be counted in determining the existence of quorum at any meeting of the Board where the potential conflict is considered, nor shall the Director vote on any action of the Board regarding that potential conflict.

The Board of Directors shall adopt and maintain a specific conflict of interest policy. Each Director shall execute an acknowledgment and receipt of the Corporation's Conflict of Interest Policy prior to assuming the position of Director.

6.4 Other Policies: The Board of Directors may adopt and maintain such other policies as it deems advisable, but at a minimum shall have a "Whistle-Blower Policy" and a "Documents-Retention and Destruction Policy", in addition to any other policies required by these Bylaws or governing law.

ARTICLE 7 **Duties of Directors**

The Board of Directors of the Corporation shall have the duty to:

7.1 Keep or cause to be kept a record of all its acts and affairs and to maintain a summarized statement thereof, including without limitation records required by the Nonprofit Corporation Act.

7.2 Keep or cause to be kept a record of all the receipts and disbursements and to keep the record open for examination by any Director at any reasonable time.

7.3 Cause to be performed an annual audit of the corporate books; cause to be prepared a statement detailing receipts and disbursements; and each year to present a report of the audit and a report of receipts and disbursements to each Director not less than thirty (30) days before the date set for the annual meeting.

7.4 Oversee, supervise, and set the compensation for all managers, officers, agents, employees, or other persons employed by the Corporation. For employees loaned to the Corporation by Craven County, the City of Havelock or the City of New Bern, the supervision and management of those employees shall be as provided in the Memorandum of Understanding.

7.5 Cause all officers, employees, or managers having fiscal responsibility to be bonded as the Board of Directors may deem appropriate.

7.6 Take such other and further action as is necessary, required or deemed desirable by the Board of Directors to achieve the purposes of the Corporation in accordance with the Articles of Incorporation or these Bylaws, and the Memorandum of Understanding.

ARTICLE 8
Powers of Directors

The Board of Directors shall have the authority to:

8.1 Exercise for the Corporation, all powers, duties, and authority vested in or delegated to the Corporation by the Articles, or these Bylaws.

8.2 Except as otherwise expressly provided herein or in the Memorandum of Understanding enter into contracts to lease or sell real property purchased or leased by the Corporation upon such terms and conditions as are decided by the Board of Directors.

8.3 Employ professional management services, managers, independent contractors, attorneys, accountants, bookkeepers, auditors, appraisers, janitors, and other personnel deemed necessary to administer the Corporation, and to prescribe their duties and agree on their compensation.

8.4 Establish such committees as they deem expedient and prescribe the duties and method of selection of the members of each such committee.

8.5 Do any other lawful act necessary, required or deemed desirable by the Board of Directors for the operation, management, and administration of the Corporation according to the Articles or these Bylaws.

8.6 Exercise full power, except as prohibited by the terms of any instrument of gift, devise, bequest, or other transfer, at its sole discretion, to change the form of any investment and for that or other purposes of the Corporation to dispose of any securities or other property held by the Corporation.

8.7 Exercise authority over the Corporation and all its projects and activities.

8.8 Determine general policy designed to accomplish the purpose of the Corporation as set forth herein and in the Articles of Incorporation.

8.9 Approve and assist in development of the general concept and procedures and activities to be conducted under its cognizance.

8.10 Approve budgets and assist in development thereof.

8.11 Be responsible for periodic review, appraisal and evaluation of said activities as to operations and effectiveness.

8.12 Perform such additional functions and exercise authority as advisable and necessary for the operation of the Corporation and compliance with the Memorandum of Understanding.

8.13 Take such other actions, and have such other powers, as authorized by the North Carolina Nonprofit Corporation Act.

ARTICLE 9 **Management**

9.1 The ultimate responsibility for the management of the Corporation shall be in the Board of Directors. Recognizing, however, that the Directors are unlikely to be professionals in the management of an organization of this scope, it is hereby provided that the Board of Directors may delegate certain duties and discretion to professionals.

9.2 The Board of Directors will employ an Executive Director to be the chief administrative officer of the Corporation, which Executive Director shall be employed by Craven County as the Director of the Craven County Department of Economic Development and loaned to the Corporation. The Executive Director shall have the responsibility for the day to day management of the business and affairs of the Corporation, and shall in general supervise and control all of the operational affairs of the Corporation subject to the direction and control of the Executive Committee, and to Craven County personnel policies and the County Manager's oversight responsibilities for County personnel. The Executive Director shall serve *ex officio* as the Assistant Secretary and Assistant Treasurer of the Corporation. The Craven County Manager shall have the primary responsibility as to hiring, discharging and setting the terms of employment of the Executive Director. The Craven County Manager agrees to consult in good faith with the Executive Committee of the Corporation regarding such matters related to the Executive Director, when possible, subject to the Craven County Personnel Policy. The Executive Director shall have the primary responsibility as to hiring, discharging, and setting the terms of employment of other personnel working for the Corporation as loaned employees of the County, including annual reviews and salary recommendations. Personnel administration for such other individuals working for the Committee as loaned County employees shall be in compliance with Craven County Personnel Policy. In the event that either the City of Havelock

or the City of New Bern, with the agreement of the Corporation, shall loan paid employees to provide services to the Corporation, any actions taken with regards to such staff shall be taken by the City Manager of the municipality providing such employee, and will be taken in accordance with the respective municipality's Personnel Policy. Such City Managers will consult with the Executive Committee of Corporation with regards to such matters when possible.

ARTICLE 10
Annual Budget

At the March Board meeting each year, the Board of Directors shall adopt an annual budget for the next fiscal year. In setting the amount of the budget, Directors shall consider the amounts necessary to pay the common expenses for the year and shall make provisions for extraordinary expenses and for payments to any contingency or replacement fund.

ARTICLE 11
Finances

11.1 Establishment of Separate Accounts. Pursuant to the Memorandum of Understanding, there shall be at least two separate bank accounts for funds of the Corporation for accounting purposes. The accounts shall be known as the Private Bank Account(s) and the Public Bank Account(s) although all such accounts will be in the name of the Corporation. The Private Bank Account(s) shall contain all funds contributed to the Corporation from private sources including the Corporation's initial contribution, all income of the Corporation generated by rentals or sales of its property or other business of the Corporation, and all annual dues/contributions from private Members. The Public Bank Account(s) shall contain the initial investments, annual contributions, and any additional appropriations made by Craven County, the City of Havelock and the City of New Bern. for the purposes of the Corporation.

11.2 Use of Income: All gifts of private funds to the Corporation or other income not otherwise designated by the donor shall go into the general fund of the Corporation in the Private Bank Account(s) and shall be used in accordance with the general purposes of the Corporation. The Corporation may receive, manage, invest, and disburse conditional gifts only if such gifts are

for the exclusive use and benefit of the Corporation.

The phrase "exclusive use and benefit of the Corporation" shall include gifts for the benefit of any separate or independent organization which is supportive of or affiliated with the Corporation or its programs and functions, provided that such organization is (a) organized exclusively for charitable, scientific, or educational purposes and for the exclusive use and benefit of the Corporation and (b) qualified as an organization exempt from income tax under 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law).

The Board may from time to time provide procedures for the establishment of other special or designated funds to be administered by the Board under the conditions of their creation in accordance with the Articles of Incorporation.

11.3 Contributions and Disbursements: All contributions received by the Corporation shall be deposited by the Treasurer, or his designee, in the appropriate account or accounts, (either Private Bank Account(s) or Public Bank Account(s)), in such banks, trust companies, or other depositories as the Board may select. All disbursements shall be made under a proper authority of the Board and pursuant to any restrictions or express provisions of these Bylaws and/or the Memorandum of Understanding, including without limitation the requirement herein that expenditures from the Public Bank Accounts be approved by five of the seven members of the Executive Committee. All contributions to and disbursements from the Corporation shall be recorded by the Treasurer, and such records shall be subject to examination at any reasonable time, upon request, by any Director.

11.4 Checks, Drafts, Etc.: All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent, or agents of the Corporation and in such manner as shall from time to time be provided by resolution of the Board. In the absence of such provision by the Board, such instrument shall be signed by the Chairman, and countersigned by the Treasurer or Assistant Secretary.

11.5 Fiscal Year: The fiscal year of the Corporation shall be as established by resolution of the Board, and shall be, as of the effective date of these Amended and Restated

Bylaws, June 30.

ARTICLE 12

Execution of Contracts, Deeds, and Transfers and Representation with Reference to Securities

12.1 Execution of Contracts and Deeds: Except as otherwise provided by resolution of the Board authorizing the execution thereof, all contracts, deeds, mortgages, pledges, transfers, and other written instruments binding upon the Corporation shall be executed on behalf of the Corporation by the Chairman or the Vice-Chairman and the corporate seal shall be affixed and attested by the Secretary.

12.2 Voting Securities Owned by the Corporation: Unless otherwise ordered by resolution of the Board, the Chairman, Secretary, and Treasurer shall have full authority on behalf of the Corporation to attend, to act, and to vote at any meetings of the stockholders, bondholders, or other security holders of any corporation, trust, or association in which the Corporation may hold securities. At any such meeting the Chairman and Treasurer shall possess all of the rights and powers incident to the ownership of such securities, which as owner thereof the Corporation might have possessed if present, including the authority to delegate such authority to a proxy. The Board may, by resolution, confer like authority upon any other person or persons.

12.3 Sale of Securities: Unless otherwise ordered by resolution of the Board, the Chairman (or his designee), and either the Secretary, Assistant Secretary or Treasurer, are authorized and empowered jointly to buy and sell stock held or owned by the Corporation, for such consideration as should meet their approval, and to that end they are further authorized to execute all bills of sale, transfers, assignments, and other writings necessary or convenient for effectuating such purposes. The Chairman, Secretary or Treasurer are further authorized to give or have given the proper notices of any such action, have all such dispositions registered and noted on the books and records of this or any other corporation or partnership where required, and to do all other things necessary or convenient to accomplish such purchases or sales.

ARTICLE 13

Indemnification of Directors, Officers and Employees

13.1 General Indemnification of Directors and Officers. The Corporation shall, to the fullest extent to which it is empowered to do so by any applicable laws as may from time to time be in effect, indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that such person is or was a Director or officer of the Corporation, or that such person is or was serving at the request of the Corporation as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against all judgments, fines, reasonable expenses (including attorneys' fees) and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner he or she reasonably believed to be in, or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe his or her conduct was unlawful.

13.2 Indemnification of Directors and Officers in Actions By or In the Right of Corporation. The Corporation shall, to the fullest extent to which it is empowered to do so by any applicable laws as may from time to time be in effect, indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in favor of the Corporation by reason of the fact that such person is or was a Director or officer of the Corporation, or that such person is or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, against all judgments, fines, reasonable expenses (including attorneys' fees) and amounts paid in settlement actually and

reasonably incurred by such person in connection with the defense or settlement of such action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, provided that no indemnification shall be made in respect of any claim, issue or matters as to which such person shall be made in respect of any claim, issue or matters as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

13.3 Authorization of Indemnification. Any indemnification under this Article (unless ordered by a Court) shall be made by the Corporation only as authorized in the specific case, upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth herein or as set forth by Chapter 55A of the North Carolina General Statutes. Such determination shall be made by:

- A. the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or
- B. if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

13.4 Indemnification of Employees and Agents. Persons who are not covered by the foregoing provisions of this Article and who are or were employees or agents of the Corporation, or who are or were serving at the request of the Corporation as employees or agents of another Corporation, partnership, joint venture, trust or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the Board of Directors, subject to the same standards of conduct set forth in this Article; provided, however, that to the extent that such employee or agent has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding to which he or she was made a party by reason of the fact that he or she is or was an employee or agent acting in the above described capacity, or in the defense of any claim,

issue or matter therein, the Corporation shall indemnify such employee or agent against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

13.5 Insurance Against Liability. The Corporation shall purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Corporation, or who is or was serving at the request of the Corporation as a Director, officer, employee, or agent of another Corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of these Bylaws. Employees of Craven County, City of New Bern and/or City of Havelock who provide services to Corporation shall be provided such insurance by their respective employers.

13.6 Other Rights of Indemnification.

A. The indemnification provided or permitted by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled by law or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

B. Further, all rights of indemnification as set forth in Chapter 55A of the North Carolina General Statutes are hereby incorporated herein by reference; and to the extent such statutes conflict with any provision contained herein, the North Carolina General Statutes shall control.

ARTICLE 14
Members

The Corporation shall have Members, however there shall be no Members who have any right to vote or title or interest in or to the Corporation or its properties. The Board of Directors may approve classes of such non-voting Members with rights, privileges and obligations established by the Board. Members may be individuals, businesses and other organizations that seek to support the mission of the Corporation. The Board, a designated committee of the Board, the Executive Committee, or an officer designated by the Board in accordance with Board policy

shall have authority to admit any individual, or organization as a Member, to recognize representatives of members, and to make determinations as to a Member's rights, privileges and obligations. Any dues or annual contributions for Members, subject to the provisions of the Memorandum of Understanding as to annual contributions for the County, New Bern, and Havelock, and qualifications for membership, shall be determined by the Board of Directors.

ARTICLE 15
Amendments

These Bylaws may be amended or repealed, and new Bylaws may be adopted, only by a Supermajority Vote. In the event of a termination of the Memorandum of Understanding, these Bylaws may be amended or repealed and new Bylaws adopted by a Supermajority Vote of the Private Sector Directors.

ARTICLE 16
Severability

In the event that any of the rules, regulations, restrictions, covenants, or conditions of these Bylaws are held to be partially or wholly invalid or unenforceable for any reason, such holding shall not affect, alter, modify, or impair in any manner any of the other terms, provisions, rules, regulations, restrictions, covenants, or conditions contained herein.

CERTIFIED TO BE A TRUE AND ACCURATE COPY.

By: _____

Its: _____