

**AGENDA  
CRAVEN COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
MONDAY, MAY 4, 2015  
7:00 P.M.**

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

1. CONSENT AGENDA
  - A. Minutes of April 20, 2015
  - B. Tax Releases and Refunds
2. PUBLIC HEARING: PAMLICO SOUND REGIONAL HAZARD MITIGATION PLAN: Landin Holland, Holland Consulting Planners
3. PUBLIC HEARING: AMBULANCE FRANCHISE ORDINANCE AMENDMENT: Jack Veit, County Manager
4. PUBLIC HEARING: NOISE ORDINANCE: Aaron Arnette, County Attorney Associate
5. PETITIONS OF CITIZENS
6. CRAVEN COUNTY SCHOOLS BUDGET PRESENTATION: Dr. Lane Mills, Superintendent of Schools
7. CRAVEN COMMUNITY COLLEGE BUDGET PRESENTATION: Dr. Catherine Chew, President
8. REQUEST FOR RESOLUTION APPROVING EASTERN CAROLINA WORKFORCE DEVELOPMENT AREA CONSORTIUM AGREEMENT AND APPOINTING CHIEF ELECTED OFFICIAL: Tammy Childers, Executive Director
9. REQUEST FOR RESOLUTION TO SUPPORT HR1288: WWII MERCHANT MARINER SERVICE ACT: Chairman Tyson

DEPARTMENTAL MATTERS

10. PLANNING – SUBDIVISIONS FOR APPROVAL: Don Baumgardner, Planning Director
11. FINANCE MATTERS: Rick Hemphill, Assistant County Manager, Finance/Administration
  - A. Budget Amendment
  - B. Audit Contract
12. COMMISSIONERS' RULES OF PROCEDURE
13. APPOINTMENTS
14. COUNTY ATTORNEY'S REPORT: Aaron Arnette
15. COUNTY MANAGER'S REPORT: Jack Veit
16. COMMISSIONERS' REPORTS
17. CLOSED SESSION

Agenda Date: May 4, 2015

Presenter: \_\_\_\_\_

Agenda Item No. 1

Board Action Required or Considered: Yes

### **CONSENT AGENDA**

A. MINUTES OF APRIL 20, 2015

The Board will be asked to approve regular session minutes of April 20, 2015.

B. TAX RELEASES AND REFUNDS

Craven County Tax Administrator, Ronnie Antry, submitted the routine requests for tax releases and refunds contained in Attachment #1.B. for the Board's approval.

**Board Action: A roll call vote is needed to approve the consent agenda items.**

Agenda Date: May 4, 2015

Presenter: Landin Holland

Agenda Item No. 2

Board Action Required or Considered: Yes

**PUBLIC HEARING: PAMLICO SOUND REGIONAL HAZARD MITIGATION PLAN**

A public hearing will be held on Monday, May 4<sup>th</sup>, 2015 at 7:00 pm. The purpose of this hearing is to receive public comments regarding the County's completed update of its Hazard Mitigation Plan. The official name of the plan is the Pamlico Sound Regional Hazard Mitigation Plan. The plan has been approved by the Federal Emergency Management Agency (FEMA). The County is required to hold a public hearing in order to receive public comment before the Board of Commissioners can officially adopt the plan. This plan is required to be updated in order for the County to be eligible for federal disaster assistance funds.

The plan has been available for public inspection on the County's website.

**Board Action: Receive Public comment and consider adoption of the Resolution appearing as Attachment #2 approving Pamlico Sound Regional Hazard Mitigation Plan.**

Agenda Date: May 4, 2015

Presenter: Jack Veit

Agenda Item No. 3

Board Action Required or Considered: Yes

**PUBLIC HEARING: AMBULANCE FRANCHISE ORDINANCE AMENDMENT**

At the Board's last meeting, a public hearing was requested to receive public input on a proposed amendment to the Ambulance Franchise Ordinance. The amendment incorporates a \$2,000 per year fee which was established in the FY2014-15 budget for non-emergency transportation providers. The ordinance amendment (Attachment #3) has been available on the County's website for public review.

**Board Action: A vote to approve the ordinance will require a second vote at the next meeting.**

Agenda Date: May 4, 2015

Presenter: Aaron Arnette

Agenda Item No. 4

Board Action Required or Considered: Yes

### **PUBLIC HEARING: NOISE ORDINANCE AMENDMENTS**

At the last meeting the County Attorney presented proposed amendments to the County's Noise Ordinance, and requested a public hearing on the amendments. The amended ordinance, appearing as Attachment #4, has been on the County's website for public review.

**Board Action: At the close of the public hearing the Board may vote to adopt the amendment.**

Agenda Date: May 4, 2015

Presenter: \_\_\_\_\_

Agenda Item No. 5

Board Action Required or Considered: No

## PETITIONS OF CITIZENS

**Board Action: Receive information**

Agenda Date: May 4, 2015

Presenter: Dr. Lane Mills

Agenda Item No. 6

Board Action Required or Considered: No

## **CRAVEN COUNTY SCHOOLS BUDGET PRESENTATION**

Superintendent of Schools, Dr. Lane Mills, will present the proposed Board of Education budget for FY 2015-2016 and the schools' funding request to the County. The school's budget is included separately in your agenda packet.

**Board Action: Receive request**

Agenda Date: May 4, 2015

Presenter: Dr. Catherine Chew

Agenda Item No. 7

Board Action Required or Considered: No

## **CRAVEN COMMUNITY COLLEGE BUDGET PRESENTATION**

Craven Community College President, Dr. Catherine Chew, will present the proposed FY 2015-2016 budget and the funding request for the college to the County.

**Board Action: Receive request**

Agenda Date: May 4, 2015

Presenter: Tammy Childers

Agenda Item No. 8

Board Action Required or Considered: Yes

**REQUEST FOR RESOLUTION APPROVING EASTERN CAROLINA WORKFORCE  
DEVELOPMENT AREA CONSORTIUM AGREEMENT AND APPOINTING CHIEF  
ELECTED OFFICIAL**

Attachment #8 contains details concerning reorganization of Eastern Carolina Workforce Development Area Consortium, a copy of the Consortium agreement and resolution adopting the agreement. Included is a request that the Board appoint its representative elected official.

**Board Action: Consider adopting the resolution and authorizing execution of the agreement.**

Agenda Date: May 4, 2015

Presenter: Chairman Tyson

Agenda Item No. 9

Board Action Required or Considered: Yes

## **REQUEST FOR RESOLUTION TO SUPPORT HR1288 – WW II MERCHANT MARINER SERVICE ACT**

Following is an appeal by Don Horton, President of the WW II Coastwise Merchant Mariners:

For over 8 years we have attempted to obtain recognition for some WW II coastwise barge and tug seamen and get closer each session of Congress. The last session we cleared the House and very closely cleared the Senate via the 2015 NDAA through an amendment. We just missed near the very end. We didn't make it.

On 04 March, Representatives George K. Butterfield, D-NC-01 and Walter Jones, R-NC-03 have reintroduced HR 1288 WW II Merchant Mariners Service Act. We now must gather support for one more go at gaining recognition before the few hundred are no longer with us.

Craven County has stepped up over and over again to support this effort and we are again requesting that same support. This year we are taking an approach with a single resolution to avoid any possibility of misinterpretation from any source. It is rather lengthy but has all the facts possible regarding official actions taken against these mariners and recommendations to correct these oversights.

Will you step up again and help us make it through the congressional hoops and see this action into a bill that will finally correct this long standing problem?

Attached is our resolution that is also an analysis of the situation that I believe you will agree this action is the right thing to do. (Attachment #9)

**Board Action: This Board adopted a similar resolution in 2014. Consider request to adopt a new resolution.**

Agenda Date: May 4, 2015

Presenter: Don Baumgardner

Agenda Item No. 10

Board Action Required or Considered: Yes

## **DEPARTMENTAL MATTERS: PLANNING – SUBDIVISIONS FOR APPROVAL**

Craven County Planning Director, Don Baumgardner, will present the following subdivisions for the Board's approval.

### **The 18<sup>th</sup> Green at Carolina Pines – Final**

- Property is owned by Carolina Pines Golf and Country Club and surveyed by James C. Simmons Jr., PLS
- Property is located within Twp. 6, off of Carolina Pines Blvd.
- Subdivision contains 3 lots on .8902 acres
- Lots proposed to be served by county water and private community sewer by Carolina Utilities

### **Philip J. Tess, Jr. – Final**

- Property is owned by Elbert Ryan Jolley and surveyed by Timothy J. Esolen, PLS
- Property is located within Twp. 3, off of NC Hwy 55
- Subdivision contains 1 lot on 1.25 acres
- Lot proposed to be served by county water and an existing individual septic system

### **Stately Pines Section 8 – Final**

- Property is owned by Stately Pines Partnership and surveyed by Edward B. Latham, PLS
- Property is located within Twp. 6, off of Stately Pines Rd.
- Subdivision contains 7 lots on 7.67 acres
- Lots proposed are to be served by county water and City of New Bern sewer

**Board Action: A vote to approve the subdivisions is needed.**

Agenda Date: May 4, 2015

Presenter: Rick Hemphill

Agenda Item No. 11

Board Action Required or Considered: Yes

## DEPARTMENTAL MATTERS: FINANCE

### A. BUDGET AMENDMENT

Rick Hemphill, Assistant County Manager, Finance/Administration, will present the following budget amendment for the Board's approval. (See Attachment 11.A)

**Amendments:** E911 – Need to budget \$3,947.00 to move from General Fund to E911 Fund. This is to reimburse the E911 Fund for ineligible items as determined by the 911 Board for the year ending June 30, 2014. Those charges should have been paid from General Fund.

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

### B. AUDIT CONTRACT

Mr. Hemphill will present the audit contract for fiscal 2015 with McGladrey and Pullen, contained in Attachment #11.B. The audit fee is \$66,600, a \$1000 increase over last year (1.5%). Additionally there is a charge of \$4,200 for agreed upon procedures relating to the audit of DSS intake procedures as required by the State of North Carolina. The fee for these procedures was \$4,000 last year (which was the first year it existed). Also attached are the arrangement letters spelling out the responsibilities of each party for both the audit and the agreed upon procedures of DSS.

**Board Action: Authorize the Chairman to sign the contract.**

Agenda Date: May 4, 2015

Presenter: \_\_\_\_\_

Agenda Item No. 12

Board Action Required or Considered: Yes

### **COMMISSIONERS' RULES OF PROCEDURE**

At the Board's last meeting amended Rules of Procedure were presented and discussed. At that meeting Commissioner Dacey proposed language to clarify conditions for a consent agenda, which has now been incorporated.  
(See Attachment #12)

**Board Action: Consider adoption of amended rules.**

Agenda Date: May 4, 2015

Presenter: \_\_\_\_\_

Agenda Item No. 13

Board Action Required or Considered: Yes

## APPOINTMENTS

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

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

**A. PENDING APPOINTMENT(S):**

FIRE TAX COMMISSIONERS

AUTHORIZATION: N.C.G.S. 69-25.7

MISSION/FUNCTION: To serve in an advisory capacity as representatives of the County Commissioners relative to determining the amount of fire protection needed in their respective districts, assuring that district residents are afforded fire protection commensurate with the amount of fire tax paid, and furnishing said protection.

NUMBER OF MEMBERS:

30

TYPE:

3 per District

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

Must be a qualified voter of the district represented.

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: \_\_\_\_\_

COMPENSATION: No  Yes  Specify: \_\_\_\_\_

**Terms due to expire:** Tim Harvey (appointed 2013; has moved and needs to be replaced)  
John Hawkins (Twp.3; appointed 2013)  
John Norris, Sr. (Rhems; appointed 2013)

**No applications on file:**

**BOARD OF ADJUSTMENT**

AUTHORIZATION: General Statute 153-345

MISSION/FUNCTION: To hear and decide appeals from and review any order, requirement, decision or determination made by an administrative official charged with the enforcement of the applicable ordinance; may permit special exceptions to zoning regulations if provided for in the ordinance.

NUMBER OF MEMBERS:

7

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TYPE:

Representatives of each airport zoned area

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: Not Specified

COMPENSATION: No  Yes  Specify: \_\_\_\_\_

**Term(s) ending:**

John Brazelton (appointed 1999)

Gerald Teel (appointed 1999)

Alvin West (Alternate; appointed 1999)

**A list of residents in the eligible areas (AICUZ Zone and Coastal Carolina Regional Airport Zone) was previously provided to the Board.**

**B. CURRENT APPOINTMENTS**

DOWN EAST RPO (Rural Planning Organization)

AUTHORIZATION: Memorandum of Understanding (Pursuant to NCGS 136-211)

MISSION/FUNCTION: To develop, in cooperation with the Department of Transportation, long-range local and regional multimodal transportation plans; to provide a forum for public participation in the transportation planning process; to develop and prioritize suggestions for transportation projects the organization believes should be included in the State's Transportation Improvement Program; and to provide transportation-related information to local governments and other interested organizations and persons.

NUMBER OF MEMBERS:

1

1

1

1

TYPE: (TAC)

County Elected Official

County Alternate (Elected Official)

Municipal Elected Official

Municipal Alternate (Elected Official)

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

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: \_\_\_\_\_

COMPENSATION: No  Yes  Specify: \_\_\_\_\_

**Terms expiring:** John Wetherington – Municipal Alternate; resigned

**No applications on file.** Must be an elected official of a municipality that is not included in the MPO. (Havelock, Vanceboro, Cove City, Dover)

NURSING HOME ADVISORY COMMITTEE

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

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

NUMBER OF MEMBERS:

7-12

TYPE:

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

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

Cannot be employed by or have a relative in a nursing home.

LENGTH OF TERMS: 3 Years

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

COMPENSATION: No  Yes  Specify: \_\_\_\_\_

**Term(s) expiring:** Cheryl Stevenson (appointed 2012)

EASTERN CAROLINA REGIONAL HOUSING AUTHORITY

AUTHORIZATION: Housing Authority Laws of North Carolina (1941)

MISSION/FUNCTION: Oversees the operation of 718 units of public housing in 10 North Carolina Counties: Sampson, Harnett, Duplin, Johnston, Wayne, Craven, Onslow, Jones, Pamlico and Carteret. There are 50 units in Craven County known as Manteo Circle in Havelock.

NUMBER OF MEMBERS:

10

1

TYPE:

1 per County

Appointee of Governor

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

LENGTH OF TERMS: 5 Years

MEETING SCHEDULE: 1<sup>st</sup> Tuesday of the first month of each quarter

COMPENSATION: No  Yes  Specify: \_\_\_\_\_

**Term(s) ending:** Arlene Clifton (Appointed 1995)  
(See Attachment #13.B.)



**C. UPCOMING APPOINTMENTS**

**June**

<u>Craven Community College</u>	Carol Mattocks (Appointed 2006)
<u>Community Child Protection Team</u>	Nadia Anderson (Appointed 2012) Dorothy Cumisky (Appointed 2012)
<u>Eastern Carolina Workforce Development</u>	Ronald Knight
<u>EMS Advisory Council</u>	Michael Smith (Appointed 2013)
<u>Firemen's Relief Fund</u>	Kevin Jones ( ;appointed 2013) Jeffery Norman (LSC; appointed 2013)
<u>Fire Tax Commissioner</u>	Harvey Hurst (Appointed 2011) Chris Wetherington (Appointed 2013)
<u>Juvenile Crime Prevention Council</u>	James Anderson (Appointed 2013) Catherine Hardison (Appointed 2013) Michelle Jerome (Appointed 2013)
<u>Nursing Home Advisory Committee</u>	Susanne Layton (Appointed 2012)
<u>Planning Board</u>	Patrick Wood (Appointed 2011)
<u>Recreation and Parks</u>	Dennis Smith (Appointed 2009)
<u>Coastal Carolina Airport Authority</u>	Joseph Leahy (Appointed 2012) Kenny Morris (Appointed 2011) Mary Harris (Appointed 2012)
<u>Tourism Development Authority</u>	Gary Curry (Appointed 2012)

Agenda Date: May 4, 2015

Presenter: Aaron Arnette

Agenda Item No. 14

## COUNTY ATTORNEY'S REPORT

- A. Final Acceptance - Offer to Purchase Real Property – Parcel No. 1-044-264 (no assigned street number; off of Main Street, north of Vanceboro

The County has previously received and tentatively approved an offer in the amount of \$2,200.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$2,139.09. The current tax value is \$13,500.00. The offer was advertised and there were no upset bids. Attached is the proposed resolution, deed and lien waiver. It is recommended that the Board give final approval of the sale and adopt the enclosed resolution.

- B. Offer to Purchase Real Property – 240 Avery Road (Parcel No. 2-040-114)

The County has received an offer in the amount of \$3,500.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$3,496.48. The current tax value is \$39,410.00. Attached are copies of a proposed resolution, offer to purchase, bid deposit, foreclosure deed, and GIS information.

Should the Board accept this offer, the property will then be advertised for upset bids in accordance with General Statutes. Once no further upset bids are timely received, the County may accept or reject the final offer.

- C. Disposition of Property located at 607 Bern Street, New Bern  
(Tax Parcel No. 8-007-276)

On April 15, 2014, this property was acquired jointly with the City of New Bern through a tax foreclosure. Based upon the percentage of taxes owed, the City owns a 40.466% interest, and the County owns a 59.534% interest. Total taxes and abatement liens owed at the time of foreclosure was \$7,732.93. The current tax value of the land is \$7,000. The lot is approximately 0.07 acres.

The dwelling on the property is dilapidated, and the City will be demolishing it under its ordinances. The estimated cost of demolition and disposal is \$3,800. The City has inquired as to whether the County desires to pay its prorated cost for demolition (estimated to be approximately \$2,260), or in the alternative whether the County would prefer to donate its interest to the City.

Agenda Date: May 4, 2015

Presenter: Jack Veit

Agenda Item No. 15

## **COUNTY MANAGER'S REPORT**

Agenda Date: May 4, 2015

Presenter: \_\_\_\_\_

Agenda Item No. 16

## **COMMISSIONERS' REPORTS**

Agenda Date: May 4, 2015

Presenter: \_\_\_\_\_

Agenda Item No. 17

### **CLOSED SESSION**

The Board will be requested to go into closed session to discuss qualifications and performances of personnel, pursuant to NCGS 143-318.11(a)(6).

TAX804P

CRAVEN COUNTY

PAGE

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CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 05/04/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
BELL, ROSA HRS SENIOR EXC. RECYCLE CORRECTION	0513000 2015-0090157	12.00
BRYANT, PEARLIE MAE SENIOR EXC. RECYCLE CORRECTION	0989650 2015-0090160	36.00
CAMPEAU, DUWAYNE & KATHERINE A DOUBLE BILLED DISCOVERY BILLING	0053241 2015-0090021	199.73
CRAVEN RENTAL PROPERTIES LLC FORECLOSURE-LIEN EXTINGUISHED	0085325 2012-0012755	4,615.86
CRAVEN RENTAL PROPERTIES LLC FORECLOSURE-LIEN EXTINGUISHED	0085325 2014-0012680	315.10
DOVE, DONNA A SENIOR EXC. RECYCLE CORRECTION	1955210 2015-0090162	36.00
GALYON, KEVIN RAY DID NOT OWN 1/1/2011	0010459 2011-0020664	64.09
GALYON, KEVIN RAY DID NOT OWN 1/1/2012	0010459 2012-0020499	56.51
GALYON, KEVIN RAY DID NOT OWN 1/1/2013	0010459 2013-0091893	49.53
GALYON, KEVIN RAY DID NOT OWN 1/1/2014	0010459 2014-0090302	22.59
KELLEY, JOHN KENNETH & MELISSA MILITARY EXEMPTION	0104633 2015-0090086	659.63
LAUGHINGHOUSE, KENNETH HAROLD VEHICLE PLATED / BILLED TWICE	0052048 2014-0033037	23.31
PORTER, JAMES R CORRECTED VALUE OF DISCOVERED PROP.	5788870 2014-0092038	31.26
SCOTT, ALTON SENIOR EXC. RECYCLE CORRECTION	6406200 2015-0090173	24.00

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 05/04/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
VANDERMEER, MARIANNE CORRECTED VALUE OF DISCOVERED PROP.	0104653 2015-0090145	1,040.30
	15 -CREDIT MEMO(S)	7,185.91

## REFUNDS SUBJECT TO BOARD APPROVAL ON 05/04/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
LAUGHINGHOUSE, KENNETH HAROLD VEHICLE PLATED/BILLED TWICE	0052048 2012-0033568	26.34
LAUGHINGHOUSE, KENNETH HAROLD VEHICLE PLATED/BILLED TWICE	0052048 2013-0092645	23.53
	2 -REFUND(S)	49.87

CRAVEN COUNTY

RESOLUTION ADOPTING THE  
PAMLICO SOUND REGIONAL HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within Craven County are subject to the effects of natural hazards and man-made hazard events that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to flooding, high winds, coastal hazards, and severe winter weather; and

WHEREAS, Craven County desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3 and 4 of Article 18 of Chapter 153A; and Article 6 of Chapter 153A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6 of Article 1A of Chapter 166A of the North Carolina General Statutes, stated in Item 19.41(b)(2): "For a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act;" and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, Craven County has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the Board of Commissioners of Craven County to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the county.

NOW, THEREFORE, be it resolved that the Board of Commissioners of Craven County hereby:

1. Adopts the Pamlico Sound Regional Hazard Mitigation Plan; and
2. Vests the Planning Director with the responsibility, authority, and the means to:
  - (a) Inform all concerned parties of this action.
  - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map, and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.
3. Appoints the Planning Director to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or

amendments to the Plan are developed and presented to the Craven County Board of Commissioners for consideration.

4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the 2015 Pamlico Sound Regional Hazard Mitigation Plan.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Chairman, Craven County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Clerk to the Board

(SEAL)

AN ORDINANCE TO AMEND

CHAPTER 14 ("EMERGENCY SERVICES"),  
ARTICLE II ("AMBULANCE FRANCHISES")

OF THE

CRAVEN COUNTY  
CODE OF ORDINANCES

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

1. *That Chapter 14 ("Emergency Services"), Article II ("Ambulance Franchises"), Section 14-21 ("Application for franchise") be amended by adding a new subsection (7) to read as follows:*

(7) Any required application fee, in accordance with the County's Schedule of Fees.

2. *That Chapter 14 ("Emergency Services"), Article II ("Ambulance Franchises"), Section 14-23 be renamed "Term of franchise; compliance; transfer of ownership; inspection; franchise not to be defaced or removed; annual franchise fee; other fees", and further that it be amended by adding new subparagraphs (h) and (i) to read as follows:*

(h) The County may assess an annual franchise fee, in accordance with the County's duly adopted Schedule of Fees, which fee amount may be amended at any time in the future. Failure of any franchisee to timely pay any annual franchise fee may result in the unilateral termination of its franchise without notice.

(i) The County may assess other fees related to the franchise granted hereunder, in accordance with the County's duly adopted Schedule of Fees, which fee amount may be amended at any time in the future. Failure of any franchisee to timely pay any such fee may result in the unilateral termination of its franchise without notice.

3. *That Chapter 14 ("Emergency Services"), Article II ("Ambulance Franchises"), Section 14-24 ("Standards for EMT's and medical responders") be amended in its entirety to read as follows:*

(a) Standards for EMT's and medical responders, as developed by the commission as requirements for certification of medical responders and emergency medical

technicians pursuant to G.S. Ch. 143, Art. 56 (G.S. § 143-507 et seq.), shall be applied, and the same are incorporated herein by reference.

- (b) Any and all rules, policies, procedures and standards implemented by the County as relating to EMT's and medical responders of franchisees, which may be unilaterally amended from time to time by the County, shall be applied, and the same are incorporated herein by reference.

4. *This Ordinance is adopted and effective this \_\_\_\_ day of \_\_\_\_\_, 2015.*

**CRAVEN COUNTY**

(County Seal)

By

\_\_\_\_\_  
STEVE TYSON, Chairman  
Craven County Board of Commissioners

ATTEST:

\_\_\_\_\_  
GWENDOLYN M. BRYAN  
Clerk to the Board

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AN ORDINANCE TO AMEND  
CHAPTER 24 ("NUISANCES")  
OF THE  
CRAVEN COUNTY  
CODE OF ORDINANCES

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

1. That Chapter 24 ("Nuisances"), Article II ("Noise Control"), Section 24-22 ("Prohibited acts") be replaced in its entirety as follows:

**Sec. 24-22. - Prohibited acts.**

- (a) *Noise disturbances.* Except as provided in Section 24-23, no person shall make, continue, or cause to be made or continued any noise disturbance, regardless of the time of day. Noncommercial public speaking and public assembly activities conducted on any public space or public right-of-way shall be exempt from the operation of this section.
- (b) *Specific prohibitions.* Except as provided in Section 24-23, the following acts, among others, are declared to be unreasonably loud, disturbing and unusually excessive noises in violation of this article, but such enumeration shall not be exclusive:

(1) *Radios, television sets, musical instruments and similar devices.* Operating, playing or permitting the operation or playing of any radio, television, phonograph, drum, musical instrument, sound amplifier, or similar device which produces, reproduces, or amplifies sound:

a. Between the hours of 11:00 p.m. and 7:00 a.m. the following day in such a manner as to create a noise disturbance across a real property boundary or within a noise-sensitive zone;

b. In such a manner as to create a noise disturbance at 50 feet from such a device, when operated in or on a motor vehicle on a public right-of-way or public space, or in a motorboat or other vessel which operates on public waters; or

c. In such a manner as to create a noise disturbance to any person other than to the operator of the device, when operated by any passenger on a common carrier.

This subsection shall not apply to noncommercial spoken language covered under subsection (b)(2) of this section.

(2) *Loudspeakers and public address systems.* Using or operating, for any purpose, any loudspeaker, public address system, or similar device such that the sound therefrom creates a noise disturbance across a real property boundary or within a noise-sensitive zone, or between the hours of 11:00 p.m. and 7:00 a.m. the following day on a public right-of-way or public space.

- (3) *Loading or unloading.* Loading, unloading, opening, closing or other handling of boxes, crates, containers, building materials, or similar objects between the hours of 11:00 p.m. and 7:00 a.m. the following day in such a manner as to cause a noise disturbance across a residential real property boundary or within a noise-sensitive zone.
- (4) *Construction and demolition.* Operating or permitting the operation of any tools or equipment used in construction or demolition work between the hours of 11:00 p.m. and 7:00 a.m. the following day, such that the sound therefrom creates a noise disturbance across a residential real property boundary or within a sensitive zone, except for emergency work; provided that this shall not apply to the use of domestic power tools subject to subsection (b)(12) of this section.
- (5) *Explosives, firearms and similar devices.* The use or firing of explosives, firearms, firecrackers and other fireworks, or similar devices which create impulsive sound so as to cause a noise disturbance across a real property boundary or on a public space or right-of-way.
- (6) *Emergency signaling devices.*
- a. The intentional sounding or permitting the sounding outdoors of any fire, burglar, or civil defense alarm, siren, whistle, or similar stationary emergency signaling device, except for emergency purposes or for testing, as provided in subsection (b)(10)b of this section.
  - b. Testing of a stationary emergency signaling device shall occur at the same time of day each time such a test is performed, but not before 8:00 a.m. or after 9:00 p.m.
- (7) *Noise-sensitive zones.* After being forbidden to do so, creating or causing the creation of any sound within any noise-sensitive zone designated pursuant to subsection (b)(2) of this section so as to disrupt the activities normally conducted within the zone.
- (8) *Domestic power tools.* Operating or permitting the operation of any mechanically powered saw, sander, drill, grinder, lawn or garden tools, or similar device used outdoors, in or near residential areas between the hours of 11:00 p.m. and 7:00 a.m. the following day so as to cause a noise disturbance across a residential real property boundary.
- (9) *Motor vehicles, motorcycles and motorboats.*
- a. *Generally.* No person shall operate a motor vehicle, motorcycle or motorboat which causes a noise disturbance across a real property boundary, within a noise-sensitive zone or on a public right-of-way, public space or public waterway as a result of:
    1. A defective or modified exhaust system; or
    2. Any unreasonably rapid acceleration, deceleration, engine revving or tire squealing; or,
    3. Overloading or ill-repair which causes unusually excessive grating, grinding, rattling or other noise.
  - b. *Repairs and testing.* Repairing, rebuilding, modifying, or testing any motor vehicle, motorcycle, or motorboat in such a manner as to cause a noise disturbance across a residential real property boundary or within a noise-sensitive zone.
  - c. *Horns and signaling devices of motor vehicles and motorcycles.* The sounding of any horn or signaling device on any automobile, motorcycle, or other vehicle on any

street or public place of the county, except as a danger warning, the creation, by means of any such signaling device, of any unreasonably loud or harsh sound, the sounding of any such device for an unreasonable amount of time, the use of any horn, whistle, or other device operated by engine exhaust, and the use of any such signaling device when traffic is for any reason held up. Authorized emergency vehicles may use warning sounds.

(10) *Engine exhausts.* The discharge into the open air within the county of the exhaust of any steam engine, gasoline engine, stationary internal combustion engine, or other kind or type of engine, motorboat or motor vehicle, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.

2. That Chapter 24 (“Nuisances”), Article II (“Noise Control”), Section 24-23 (“Exceptions”) be replaced in its entirety as follows:

**Sec. 24-23. – Exceptions.**

- (a) *Emergency exception.* The provisions of this Article shall not apply to the emission of sound for the purpose of alerting persons to the existence of an emergency, or the emission of sound in the performance of emergency work.
- (b) *Permit exception.* This Article shall not apply for activities described in a permit issued by the Board of Commissioners.
- (c) *Domesticated animals and livestock exception.* The provisions of this Article shall not apply to the emission of sound emanating from domesticated animals or livestock.
- (d) *Hunting exception.* The provisions of this Article shall not apply to noises related to hunting activities conducted in full accordance with all applicable federal, state and local laws.
- (e) *Timbering, logging and agricultural activities exception.* The provisions of this Article shall not apply to noises related to timbering, logging and agricultural activities conducted in full accordance with all applicable federal, state and local laws.

3. That Chapter 24 (“Nuisances”), Article II (“Noise Control”), be amended by adding a new Section 24-24 (“Penalties”) to read as follows:

**Sec. 24-24. - Penalties**

In addition to those penalties set forth in Sections 1.11 and 1.12 of the Code of Ordinances, violations of the provisions of this Article, or failure to comply with any of its requirements, shall constitute a misdemeanor as provided in N.C.G.S. Section 14-4.

4. *This Ordinance is adopted and effective this \_\_\_\_ day of \_\_\_\_\_,*  
2015.

(County Seal)

**CRAVEN COUNTY**

By

\_\_\_\_\_  
STEVE TYSON, Chairman  
Craven County Board of Commissioners

ATTEST:

\_\_\_\_\_  
GWENDOLYN M. BRYAN  
Clerk to the Board

RESOLUTION

APPROVING EASTERN CAROLINA WORKFORCE DEVELOPMENT AREA  
CONSORTIUM AGREEMENT AND APPOINTING CHIEF ELECTED OFFICIAL

WHEREAS, the Counties of Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico and Wayne have heretofore each adopted resolutions requesting the Governor of the State of North Carolina to designate said Counties as a Service Delivery Area under the Job Training Partnership Act during January 1986; and

WHEREAS, the Counties of Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico and Wayne have heretofore each adopted resolutions requesting the Governor of the State of North Carolina to designate said Counties as a Local Area under the Workforce Investment Act, which rescinded and superseded the Job Training Partnership Act; and

WHEREAS, the Workforce Investment Act has been rescinded and superseded by the Workforce Innovation and Opportunity Act (Public Law 113-128—July 22, 2014) the Counties of Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico and Wayne have requested the Governor of the State of North Carolina to designate said Counties as a Workforce Development Area; and

WHEREAS, one requirement for the said Counties to act as a Workforce Development Area is for said Counties to form a Consortium pursuant to Section 106 of the Workforce Innovation and Opportunity Act; and

WHEREAS, the proposed Eastern Carolina Workforce Development Consortium Agreement has been submitted to this Board of County Commissioners for review and approval; and

WHEREAS, the Board of Commissioners deems the approval of said Agreement to be in the best interest of the County.

NOW, THEREFORE, BE IT RESOLVED that this County does hereby approve and agree to enter into the Agreement for the Eastern Carolina Workforce Development Area;

RESOLVED FURTHER, that \_\_\_\_\_ is hereby appointed and designated as the “chief elected official” of this County for all purposes as required by the Workforce Innovation and Opportunity Act and by the Agreement for the Eastern Carolina Workforce Development Area;

RESOLVED FURTHER, that the said “chief elected official” be and that person hereby is authorized and directed to execute on behalf of this County the Eastern Carolina Workforce Development Consortium Agreement and to take any and all other actions which may be appropriate to carry out the foregoing resolutions into effect;

RESOLVED FURTHER, that the said "chief elected official" shall serve in such capacity at the pleasure of this Board of County Commissioners.

---

Steve Tyson, Chairman  
Craven County Board of Commissioners

ATTEST:

I, Gwendolyn M. Bryan, hereby certify that during a regular meeting of the Craven County Board of Commissioners held on May 4, 2015 the above resolutions were duly adopted.

---

Gwendolyn M. Bryan  
Clerk to the Board

# Eastern Carolina Workforce Development Consortium Agreement

## ARTICLE I. TITLE AND PURPOSE

The contiguous units of local government listed in Article II below agree to establish a consortium to act jointly as a local Workforce Development Area under the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 as enacted July 22, 2014. This consortium shall be known as the Eastern Carolina Workforce Development Consortium.

## ARTICLE II. MEMBERSHIP

The Consortium shall be composed of the following independent and contiguous units of general purpose local government:

County of Carteret  
County of Craven  
County of Duplin  
County of Greene  
County of Jones  
County of Lenoir  
County of Onslow  
County of Pamlico  
County of Wayne

## ARTICLE III. CERTIFICATION OF AUTHORITY

### 1. AUTHORITY UNDER STATE AND LOCAL LAW

The member units of government certify that they possess full legal authority, as provided by state and local law, to enter into this agreement and to fulfill the legal and financial requirements of operating as a local Workforce Development Area under the Workforce Innovation and Opportunity Act for the entire geographic area covered by this agreement.

### 2. DESIGNATION OF CHIEF ELECTED OFFICIALS FROM EACH COUNTY

Each member unit of government designates as chief elected official for Workforce Innovation and Opportunity Act purposes, upon whose representations the State, the Workforce Development Board, the administrative entity and the other member units may rely, the duly elected Chairman of each respective County Board of Commissioners. Such persons shall be the signatory of this agreement and shall be authorized to execute such other agreements as are necessary for Workforce Innovation and Opportunity Act purposes. The respective Counties may by resolution designate some other or alternate person as the "chief elected official" for WIOA purposes and such persons shall have the same authority, duties and responsibilities as the originally designated "chief elected official". The

respective Counties may elect someone other than an elected official to represent them. However the "chief elected official" must have been elected to public office.

3. DESIGNATION OF CHIEF ELECTED OFFICIAL FOR LOCAL WORKFORCE DEVELOPMENT AREA

Upon the designation of the Counties as a local Workforce Development Area under the Workforce Innovation and Opportunity Act, the Consortium Board shall meet and shall elect one of its members as the local Workforce Development Area "Chief Elected Official" for a term beginning on July 1, 2015. Each successor "Chief Elected Official" shall be elected by the Consortium Board to serve a two-year term (or until his successor shall have been duly elected), commencing on July 1 of the then existing calendar year and ending on June 30 of the succeeding calendar year.

The chief elected official shall be the presiding officer of the Consortium and the chief executive officer of the Consortium. Such official shall be authorized to exercise all functions, duties and responsibilities of the local Workforce Development Area chief elected official which are required under the Workforce Innovation and Opportunity Act.

4. SPECIFIC RESOLUTIONS TO ENTER INTO AGREEMENT

A copy of each duly executed resolution giving the respective counties specific authority to enter into this consortium agreement will be attached to this document and are incorporated herein by reference.

#### ARTICLE IV. DURATION

This agreement will become effective on the date of the last chief elected official's signature and shall continue in effect until the local Workforce Development Area is re-designated by the Governor of North Carolina or by termination of this Agreement by a member unit of government as provided for in Article XI.

#### ARTICLE V. ASSURANCES AND CERTIFICATIONS

The member units will comply with the requirements of the Workforce Innovation and Opportunity Act, and regulations promulgated thereunder, all other applicable federal regulations, the statutes of the State of North Carolina, and, written directives and instructions relevant to local Workforce Development Area operation from the Governor of North Carolina or his/her designee.

#### ARTICLE VI. FINANCING

1. It is anticipated that funding necessary to implement this agreement will be derived from federal grant funds received through the Governor.
2. The units of local government acknowledge that they are jointly and severally accountable for liabilities arising out of activities under the Workforce Innovation and Opportunity Act, and all funds received by the local Workforce Development Area pursuant to WIOA. Liability includes, but is not limited to, responsibility for

prompt repayment from non-program funds of any disallowed costs by the administrative entity of the local Workforce Development Area, or any of its sub-recipients or contractors, or the Workforce Development Board.

3. Any entity or joint agency created or designated by this local Workforce Development Area, including the Workforce Development Board, and Administrative Entity, shall be considered a public agency for the purposes of the Local Government Budget and Fiscal Control Act.

#### ARTICLE VII. ESTABLISHMENT OF A WORKFORCE DEVELOPMENT BOARD

The member units of government agree that the Workforce Development Board shall be established in accordance with Section 107 of the Workforce Innovation and Opportunity Act and applicable State of North Carolina laws and general statutes.

The Chief Elected Official, as noted in Article III. 2., shall appoint members of the Workforce Development Board from among persons nominated in accordance with the Workforce Innovation and Opportunity Act.

#### ARTICLE VIII. APPOINTMENT OF PERSONNEL

Appointment of personnel shall be as described in the Eastern Carolina Workforce Development Board/Eastern Carolina Workforce Development Consortium Agreement.

#### ARTICLE IX. REAL PROPERTY, EQUIPMENT AND SUPPLIES

The Eastern Carolina Workforce Development Consortium will follow all Workforce Innovation and Opportunity Act requirements governing the title, use and disposition of real property, equipment and supplies purchased with federal funds.

#### ARTICLE X. AMENDMENTS

The agreement may be amended at any time upon the consent of all of the parties as evidenced by resolution of the governing bodies of each member government and as approved by the State.

ARTICLE XI. TERMINATION

The parties to this agreement may request termination at any time upon six months prior written notice, such termination to be effective when the Governor considers local Workforce Development Area re-designations or at the end of the then current grant administration agreement program year.

---

(Signature) Date

Chief Elected Official,  
Carteret County Board of Commissioners

---

(Signature) Date

Chief Elected Official,  
Craven County Board of Commissioners

---

(Signature) Date

Chief Elected Official,  
Duplin County Board of Commissioners

---

(Signature) Date

Chief Elected Official,  
Greene County Board of Commissioners

---

(Signature) Date

Chief Elected Official,  
Jones County Board of Commissioners

---

(Signature)

Date

Chief Elected Official,  
Lenoir County Board of Commissioners

---

(Signature)

Date

Chief Elected Official,  
Onslow County Board of Commissioners

---

(Signature)

Date

Chief Elected Official,  
Pamlico County Board of Commissioners

---

(Signature)

Date

Chief Elected Official,  
Wayne County Board of Commissioners



North Carolina  
Department of Commerce  
*Division of Workforce Solutions*

Pat McCrory, Governor  
John E. Skvarla, III, Secretary

Will Collins, Assistant Secretary for Workforce

April 1, 2015

The Honorable Joseph Wiggins  
Vice Chair, Jones County Board of Commissioners  
641 Richlands Road  
Trenton, North Carolina 28585

Dear Mr. Wiggins:

The federal Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, goes into effect July 1, 2015, replacing the Workforce Investment Act of 1998. Implementation of the new law will require agreements between the State of North Carolina and each local workforce development area.

The first requirement to receive WIOA funds will originate from you, as the Chief Elected Official for Pamlico, Lenoir, Jones, Greene, Duplin, Craven, Carteret, Onslow, and Wayne counties. This request will be for initial designation by the Governor as a WIOA local workforce area. A sample letter is attached for your use. Please submit a request for initial designation on official letterhead by May 15, 2015 to me at the address noted on the sample letter.

Your local Workforce Development Board Director has been briefed on required documents and is a resource for questions. If the Division of Workforce Solutions may be of assistance, please contact Danny Giddens, [dgiddens@nccommerce.com](mailto:dgiddens@nccommerce.com) or (919) 814-0325.

We look forward to continuing to work with you to serve employers and workers throughout North Carolina.

Sincerely,

Will Collins  
Assistant Secretary of NC Commerce for Workforce

RECEIVED  
APR 0 2015

Attachment

cc: Tammy Childers, Eastern Carolina Workforce Development Board Director

313 Chapanoke Rd. Suite 120•4316 Mail Service Center•Raleigh, North Carolina 27699-4316  
Tel: (919)814-0400•Fax: (919)662-4770

An Equal Opportunity/Affirmative Action Employer/Program  
Auxiliary aids and services available upon request to individuals with disabilities.

*Sample Request for Initial Designation as WIOA Local Area if same as current configuration.*

*(If different configuration is to be requested, see your Planner for requirements.)*

(on CEO organization letterhead)

Date, 2015

Will Collins, Assistant Secretary for Workforce  
313 Chapanoke Road, Suite 120  
Raleigh, North Carolina 27603

Dear Assistant Secretary Collins:

As Chief Elected Official of the \_\_\_\_\_ (Area or Consortium), this serves as request for initial designation by the Governor as the \_\_\_\_\_ Local Area as outlined in the Workforce Innovation and Opportunity Act, Public Law 113-128, Section 106(b)(2). Included in the local area is/are the County(ies) of \_\_\_\_\_. The \_\_\_\_\_ Local Area was designated as a local area under the Workforce Investment Act of 1998 and performed successfully and sustained fiscal integrity.

The \_\_\_\_\_ Local Area looks forward to continuing to provide workforce activities to serve individuals and businesses in our area as an NCWorks partner.

Respectfully,

The Honorable XXXXX

# A Fresh Start: Implementing WIOA

Eastern Carolina Area  
April 23, 2015

## Background

- Workforce Investment Act (WIA) became law in August, 1998, to sunset in August, 2003.
- U.S. House & Senate reached consensus in 2014.
- Workforce Innovation & Opportunity Act (WIOA) became law July 22, 2014.
- Includes programs to train Adults, Youth, & Dislocated Workers; Community College literacy programs; Employment Services programs; and Vocational Rehabilitation programs.
- Reinforces the One Stop concept.
- New law goes into effect July 1, 2015. USDOL will release implementing regulations in January, 2016.

## Workforce Innovation & Opportunity Act Purpose

- To increase, particularly among individuals with barriers to employment, access to education, employment, training & support.
- To promote improvement in the structure of and delivery of services to jobseekers and employers.
- To support the alignment of workforce, education, and economic development in the development of a comprehensive system.
- To improve the quality of workforce, education, and economic development
- To increase the prosperity of workers and employers in the U.S.
- To provide workforce activities that increase the economic self-sufficiency of our citizens.

## The Process Begins with the Chief Elected Officials

- Designation of local workforce area
- Development of a Consortium Agreement
- Selection of an entity to receive & administer WIOA funding
- Nominations of members to local Workforce Development Board (WDB)
- Working with WDB to provide program oversight & insure coordination of services

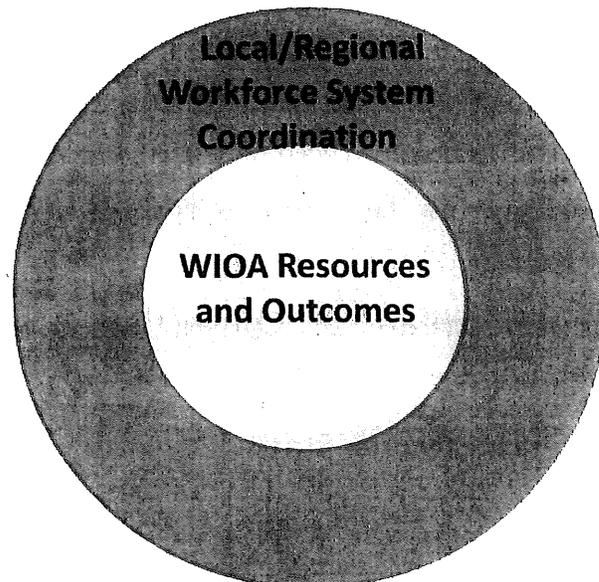
## Required Documents

- In a multi-county workforce area, a Consortium Agreement designating a Chief Elected Official & local WIOA grant recipient
- Letter designating the composition of the local workforce area
- Agreement between CEO Consortium & WDB
- WDB Bylaws
- Grant Agreement with State

## Workforce Development Board

- Majority from Private Sector
  - Appointed from nominations from business organizations
  - Business owners with policymaking authority
  - Represents in-demand industry sectors
- 20% from labor, CBOs with workforce training experience, apprenticeship program
- Remainder from other required organizations & agencies
- Minimum of 19 members

## Each WDB Has A Dual Focus

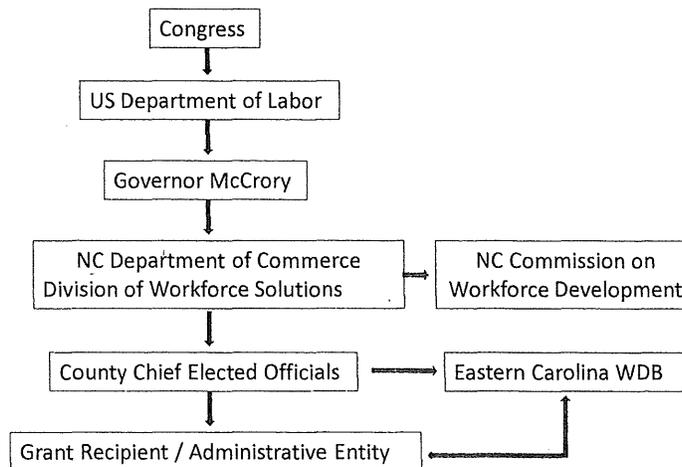


## Responsibilities of a WDB

In partnership with the Chief Elected Officials,

- Involvement in local Plan development,
- Oversight of WIOA budget, activities, and outcomes,
- Selection of One-Stop Operator & Service Providers,
- Meeting WIOA performance standards,
- Lead efforts to engage employers,
- Lead efforts to develop and implement career pathways within the area,
- With partners, coordinate workforce efforts in the area

## WIOA Funding Flow



## WIOA Funding Factors

- Youth
  - Number and % of unemployed individuals
  - Number and % of disadvantaged Youth
- Adults
  - Number and % of unemployed individuals
  - Number and % of disadvantaged Adults
- Dislocated Workers
  - Number and % of unemployed individuals
  - Number and % of unemployed 15+ weeks

## WIOA Participant Eligibility

**Youth** – In school, age 14-21; based upon family income AND an additional “barrier” to employment.

Out of school, age 16-24, with a “barrier” to employment.

*NOTE: At least 75% of local WIOA Youth funds must be spent on out of school youth; & at least 20% must be spent on work-based learning.*

**Adults** – age 22+; citizen of U.S. or have right to work in U.S.; draft registration for males.

**Dislocated Workers** – terminated or laid off from employment and unlikely to return to that industry or occupation.

## WIOA Performance Standards

- Adults and Dislocated Workers
  - Entered Employment 2<sup>nd</sup> quarter after exit
  - Employment Retention 4<sup>th</sup> quarter after exit
  - Average Earnings 2<sup>nd</sup> quarter after exit
- Youth
  - Placed in Employment or Education 2<sup>nd</sup> quarter after exit
  - Attainment of a Diploma or Credential within 1 year after exit
  - \* Employment, training, or education retention 4<sup>th</sup> qtr. after exit
  - \* Average earnings 2<sup>nd</sup> quarter after exit
  - \* Achieving measurable literacy skills gains during program year
- Employer satisfaction measures to be developed by USDOL

## Local WDB Funding Decisions

- Adult Priority of Service Policy
- Participant Support Policy
- Individual Training Account (ITA) cap
- Demand Occupations for Training
- Approval of Training Providers on NCWorks Online
- Balance in Program Design
  - Long-term and short-term classroom training
  - On-the-Job Training
  - Work Experience

## NCWorks Career Center Oversight

- Know the needs of the community – be demand driven
- Be familiar with your Centers & the services provided
- Determine the number & locations of area Center
- Work with agency partners to maximize Center resources
- Provide oversight to the local re-certification process

## Other Changes

- State Plans
- Regional Plans
- Core and intensive services = Career services
- Greater focus on work based training
- 100% transferability between Adult & Dis. Wkr. funding
- Class-size training
- 75% reimbursement for OJT wages
- One Stop infrastructure funding
- Effective date of WIOA: July 1, 2015

Questions ?



**Eastern Carolina**  
**WORKFORCE DEVELOPMENT BOARD, INC.**

**BOARD OF DIRECTORS**

<b>CARTERET COUNTY</b>		
<p><b>Mr. Michael Kraszeski (Chair)</b>          Atlantic Veneer Corporation, Vice President          PO Box 1145          Newport, NC 28570 (VTI)          252-728-3160 (w)          252-504-2431 (h)          252-723-2002 (c)          Fax: 252-223-3511          Email: mkraszkeski@veneertech.com          Sector: Private (Business)          Member since :1998          Term Expires: 6/30/2015          Committee Assignment: Executive</p>	<p><b>Myles Stempin</b>          Carteret County Econ. Dev.          Council, Executive Director          3615 Arendell Street          Morehead City, NC 28557          252-222-6122 (w)          252-808-7151 (c)          Fax: 252-222-6124          Email: <a href="mailto:mstempin@att.net">mstempin@att.net</a>          Or <a href="mailto:edc@carteret.edu">edc@carteret.edu</a>          Sector: Economic Development          Member since: 2010          Term Expires 6/30/2015          Committee Assignment:          NCWORKS Career Center &amp;          WorkReady</p>	<p><b>Mr. Dwayne Oglesby</b>          Fleet Readiness Center East,          Organization &amp; Workforce Planner &amp;          Analyst, PSC Box 8021, Code 7.3.2.          Cherry Point, NC 28533          252-464-9282 (w)          252-723-0318 (c) 252-838-6148(h)          350 Country Club Lane          Newport, NC 28570          Email: <a href="mailto:doglesby@ec.rr.com">doglesby@ec.rr.com</a>  <a href="mailto:dwayne.oglesby@navy.mil">dwayne.oglesby@navy.mil</a>          Sector: Organized Labor          Member since: 2007          Term Expires: 6/30/2015          Committee Assignment: WIOA Planning          &amp; Oversight</p>
<p><b>Ms. Paula Dickson</b>          Executive Director          Coastal Community Action, Inc.          303 McQueen Avenue          Newport, NC 28570          252-223-1631          Fax: 252-223-1688  <a href="mailto:Paula.dickson@coastalca.org">Paula.dickson@coastalca.org</a>          Sector: Community Based Organization          Term Expires: 6/30/2015          Committee Assignment: WIOA Planning &amp;          Oversight</p>		
<b>CRAVEN COUNTY</b>		
<p><b>Mr. John Wilson</b>          HR Manager          BSH Home Appliances Corp.          100 Bosch Blvd.          New Bern, NC 28562          252-636-4211          Email: <a href="mailto:john.wilson@bshg.com">john.wilson@bshg.com</a>          Sector: Private          Member since: July 1, 2014          Term Expires: 6/30/16          Committee Assignment:</p>	<p>Vacant (Business)   <i>Health care sector</i></p>	<p><b>Mr. Bill Green, VP, Business Services Officer</b>          Branch Banking &amp; Trust Co. (BB&amp;T)          375 South Front Street          New Bern, NC 28562          252-638-7190 (w) 252-637-7067          252-671-5716(c)          Email: <a href="mailto:wgreen@bbandt.com">wgreen@bbandt.com</a>          Sector: Private          Member Since: July 1, 2012          Term Expires: 6/30/16          Committee Assignment: Executive</p>
<b>DUPLIN COUNTY</b>		
<p>Vacant (Business)</p>	<p><b>Dr. Lawrence L. Rouse, President</b>          James Sprunt Community College          PO Box 398          Kenansville, NC 28349          910-296-2414 (w)          910-260-2783 (h) (c)          Fax: 910-296-1636          Email: <a href="mailto:lrouse@jamesprunt.edu">lrouse@jamesprunt.edu</a>          Sector: Education          Member since 2009          Term expires: 6/30/2015          Committee Assignment: WIA-WIOA          Planning</p>	<p><b>Mr. Al Searles (Vice President)</b>          VP, Transportation &amp; Feed          Manufacturing          Murphy Brown, LLC          216 Mitchell Street          Warsaw, NC 28398          910-293-5370 (w)          910-293-3936 (h)          910-290-2101 (c)          Email: <a href="mailto:alsearles@murphybrownllc.com">alsearles@murphybrownllc.com</a>          Sector: Private          Member since: 2011          Term expires: 6/30/2015          Committee Assignment: Executive</p>

<b>GREENE COUNTY</b>		
<p>Mr. Rick Davis Operations Manager Tide Tamer Waterfront Products 900 Hwy. 258 S Snow Hill, NC 28580 Phone: 800.325.1116 Email: <a href="mailto:rick@tidetamer.com">rick@tidetamer.com</a> Sector: Private Member since: 2014 Term expires: 6/30/2016 Committee Assignment:</p>	<p>Ms. Angela Bates Executive Director Greene Lamp, Inc. 309 Summit Avenue Kinston, NC 28501 252-523 7770, ext. 232 (w) 252-559-9146 (cell) 828-964-5380 (h) Email: <a href="mailto:abates@greenelamp.org">abates@greenelamp.org</a> Sector: Community Based Org. Member Since: November 2011 Term Expires: 6/30/2016 Committee Assignment: NCWORKS Career Center &amp; WorkReady</p>	<p>Ms. Judy Darden Darden Bookkeeping, Owner 101 W. Greene Street Snow Hill, NC 28580 252-747-7801 (w) Fax: 252-747-7802 Email: <a href="mailto:jdarden129@yahoo.com">jdarden129@yahoo.com</a> Sector: Private (Business) Member Since: 1999 Term Expires: 6/30/2015 Committee Assignment: Executive</p>
<b>JONES COUNTY</b>		
<p>Dr. Norma Sermon-Boyd Jones Co. Partnership for Children, Executive Director P.O. Box 160 Pollocksville, NC 28573 Phone: 252-448-5272 (w) 252-224-8891 (h) 252-671-7769 (c) Fax: 252-448-1500 Email: <a href="mailto:jcpfc@embarqmail.com">jcpfc@embarqmail.com</a> Sector: Community Based Organization Member since: 2006 Term expires: 6/30/2016 Committee Assignment: Youth Council</p>	<p>Mr. Frank Emory Emory Construction, Owner 8466 Highway 41W Richlands, NC 28574 252-522-1944 (w) 252-560-3025 (c) email: <a href="mailto:cfemory@gmail.com">cfemory@gmail.com</a> or: <a href="mailto:emoryconstruction@gmail.com">emoryconstruction@gmail.com</a> <a href="mailto:femory@lenoir.k12.nc.us">femory@lenoir.k12.nc.us</a> Sector: Private (Business) Member since: 2002 Term Expires: 6/30/2015 Committee Assignment: Executive, Youth Council</p>	<p>Vacant  Department of Social Services Director</p>
<b>LENOIR COUNTY</b>		
<p>Mr. Keith Montgomery, HR Manager West Pharmaceutical Services 3310 Edwards Ct.(h) Greenville, NC 27858 252-522-8942 (w) 252-525-5295 (c) Email: <a href="mailto:Keith.Montgomery@WESTPHARMA.com">Keith.Montgomery@WESTPHARMA.com</a> Sector: Private Member since 2013 Term expires: 6/30/15 Committee Assignment: NCWORKS Career Center &amp; WorkReady</p>	<p>VACANT  Business (Business)</p>	<p>Dr. Brantley Briley, President Lenoir Community College PO Box 188 Kinston, NC 28502 252-527-4640 (w) 252-560-2020 (c) Fax: 252-527-1199 e-mail: <a href="mailto:bbriley@lenoircc.edu">bbriley@lenoircc.edu</a> Sector: Education Member since: 2004 Term Expires: 6/30/2016 Committee Assignment: NCWORKS Career Center &amp; WorkReady</p>
<b>ONSLow COUNTY</b>		
<p>Mr. Richard Stout, Superintendent Onslow County Schools 200 Broadhurst Road Jacksonville, North Carolina 28540 910-455-2211 910-455-1965 FAX Email: <a href="mailto:rick.stout@onslow.k12.nc.us">rick.stout@onslow.k12.nc.us</a> Sector: Education Member since: 2014 Term expires: 6/30/16 Committee Assignment:</p>	<p>Ms. Shannon Vitak Vocational Rehabilitation, Manager NC Department of Health and Human Services 39 B Office Park Drive Jacksonville, NC 28546 910-455-1445 Fax: 910-455-4280 Email: <a href="mailto:Shannon.Vitak@dhhs.nc.gov">Shannon.Vitak@dhhs.nc.gov</a> <a href="http://www.ncdhhs.gov.vrs">http://www.ncdhhs.gov.vrs</a> Sector: Vocational Rehabilitation Member since: 2014 Term Expires: 6/30/2016 Committee Assignment:</p>	<p>Mr. Ralph Leeds DWS Manager 106 College Plaza Jacksonville, NC 28546 910-347-2121 (w) Fax: 910-938-2583 Email: <a href="mailto:ralph.leeds@nccommerce.com">ralph.leeds@nccommerce.com</a> Sector: Public Employment Service Member since: 1993 Term Expires: 6/30/2016 Committee Assignment: WIA-WIOA Planning</p>

<b>PAMLICO COUNTY</b>		
<p>Ms. Carla Byrnes (Secretary/Treasurer)  B &amp; B Yacht Designs, owner  196 Elm Street  Vandemere, NC 28587  252-745-4793 (h)(fax)  252-670-4960 (c)  Fax 252-745-4793  Email: <a href="mailto:admincarla@gmail.com">admincarla@gmail.com</a>  Sector: Private  Member since: 2004  Term Expires: 6/30/2016  Committee Assignment: Executive, Youth Council, WIOA Planning and NCWORKS Career Center &amp; WorkReady</p>	<p>Mr. Jason Hannah  Hannah Service Center, Owner  232 Cowell Loop Road  Bayboro, NC 28515 (h)  252-745-3808 (w)  252-745-7801 (h)  252-670-4511 (cell)  Email:  <a href="mailto:jasonhannah36@yahoo.com">jasonhannah36@yahoo.com</a>  Sector: Private (Business)  Member since: 2007  Term Expires: 6/30/2015  Committee Assignment: WIOA Planning</p>	<p>Mr. Wayne Brackin  Director of Job Training and Safety  Tideland EMC (Electric Member Corp.)  P.O. Box 38, Grantsboro, NC 28529  (w)  1-800-637-1079, ext. 4323 (w)  252-514-1188 (cell) 252-249-0770 (h)  Fax: 252-745-3502  Email:  <a href="mailto:waynebrackin@tidelandemc.com">waynebrackin@tidelandemc.com</a>  Sector: Private (Business)  Member since: 2006  Term expires: 6/30/2016  Committee Assignment: NCWORKS Career Center &amp; WorkReady</p>
<b>WAYNE COUNTY</b>		
<p>Ms. Tonya France  Human Resources Manager  SPX Transformer Solutions, Inc.  2701 US Highway 117 South  Goldsboro, NC 27530-0915  TEL 919-734-8900 Ext 206  FAX 919-581-3206  <a href="mailto:tonya.france@spx.com">tonya.france@spx.com</a>  Sector: Organized Labor  Member since: 2014  Term Expires: 6/30/2016  Committee Assignment:</p>	<p>Vacant   Community Based Organization</p>	<p>Mr. Fletcher Bizzell  HR Executive, Retired  Glenoit LLC/Ex-Cell Home Fashions, Inc.  155 Barwick Road (home)  Mt. Olive, NC 28365  919-738-1459 (c)  Email: <a href="mailto:bizzell3627@nc.rr.com">bizzell3627@nc.rr.com</a>  Sector: Private  Member since: 2008  Term expires: 6/30/2015  Committee Assignment: Executive, WIA-WIOA Planning</p>

## Required Composition of N.C. Workforce Development Boards

Workforce Investment Act (WIA) of 1998 allowed states to “grandfather” Workforce Development Boards as established in the Job Training Partnership Act (JTPA) (amended 1992).

JTPA’s Private Industry Council references are in Section 102 of that Act.

*The Workforce Innovation and Opportunity Act (WIOA) of 2014 references are in Section 107.*

<u>JTPA Private Industry Council</u>	<u>WIOA Workforce Development Boards</u>
*Majority private sector	*Majority business
*Not less than 15% labor and community-based organizations	*Not less than 20% represent *labor organizations;* apprenticeship (labor apprenticeship if it exists); #community organizations;#youth organizations
*Educational agencies	*Providers of Adult education and literacy
	*Higher education providing workforce investment activities
*Public Assistance Agency	#Educational and community-based organizations with experience working with persons with barriers to employment
*Economic Development	*Economic and community development
*Public Employment Service	*State employment service (Wagner-Peyser)
*Vocational Rehab Agency	*Representative of Rehabilitation Act
	#Agencies relating to transportation, housing, public assistance
	#Philanthropy organizations
	#Other individuals or agency representatives determined appropriate by Chief Elected Official
Chairman must be from private sector	Chairperson must be from business representatives

\*Required – “Shall”

# “May”

### Examples of Minimum Requirements

<u>Private Industry Council</u>		<u>Workforce Development Boards</u>	
9	Private Sector	10	Business
3	15% labor and community-based organizations	4	20% labor; apprenticeship; community-based organizations
1	Education	1	Adult Education and Literacy
		1	Higher Education
1	Vocational Rehabilitation Agency	1	Vocational Rehabilitation Agency
1	Public Assistance Agency		
1	Economic Development	1	Economic Development
1	Public Employment Service	1	State Employment Service
<b>17</b>		<b>19</b>	

## A RESOLUTION OF THE NORTH CAROLINA CRAVEN COUNTY BOARD OF COMMISSIONERS IN SUPPORT OF ALTERNATIVE METHOD OF RECOGNITION FOR VETERANS STATUS TO WW II COASTWISE MERCHANT MARINERS

**Findings 1:** Some US Merchant Marine Seamen of WW II gained veteran status under a court ruling via Schmacher, Willner, et al, V. Secretary of the Air Force Edward C. Aldridge, Jr 665 F Supp 41 (D.D.C 1987). The USCG later **required** they meet certain eligibility requirements.

**Findings 2:** Some 10,000 to 30,000 **coastwise** seagoing tug and barge merchant seamen have been or may be denied recognition upon application because actions taken by government agencies (prior to P. L. 95-202) have removed required eligibility records from being available to the veteran.

**Findings 3:** Commandant, USCG Ltr 5739 Ltr of 09 Apr 2010 states, "**The US Government did not issue mariner credentials to females during the World War II.**"

**Findings 4:** USCG Information Sheet #77 (April 1992) identifies **acceptable forms of documentation** for eligibility meeting the requirements pursuant to Schmacher V. Aldridge, 655 41(D.D.C 1987)

- a. Certificate of Discharge (Form 718A)
- b. Continuous Discharge Books (ship's deck/engine logbooks. (Non-military document)
- c. Company letters showing vessel names and dates of voyages. (Non-military document)

**Findings 5:** Commandant USCG Order of 20 March, 1944 **relieves masters** of tugs, towboats and seagoing barges **of the responsibility of submitting reports of seamen shipped or discharged on forms 718A.** This action removes item (a) from the eligibility list in Findings 4.

**Findings 6:** USCG Information Sheet # 77 (April, 1992) further states "Deck logs were traditionally considered to be the property of the owners of the ships. After World War II, however, the deck and engine logbooks of vessels operated by the War Shipping Administration were turned over to that agency by the ship owners, and **were destroyed during the 1970s because they were too burdensome to keep and too costly to maintain.**" This action effectively eliminates item (b) from the eligibility list in Findings 4

**Findings 7:** Company letters showing vessel names and dates of voyages are highly suspect of ever existing due to the strict orders prohibiting even the discussion of ship/troop movement. Then consider item (c) of Findings 4 should be removed from the eligibility list. USCG Info Sheet # 77, page 2 refers

**Findings 8:** Excerpts from Pres. Roosevelt's fireside Chat 23: On the Home Front (Oct. 12, 1942):"In order to keep stepping up our production, we have had to add millions of workers to the total labor force of the Nation. "In order to do this, we shall be compelled to use **older men, and handicapped people, and more women, and even grown boys and girls,** wherever possible and reasonable, to replace men of military age and fitness; **to use their summer vacations, to work somewhere in the war industries.**" Underage combatants had served in all of America's wars from the time of the Revolution. The unknown number who served in the Second World War perpetuated that legacy. They served with distinction and valor, and indisputably demonstrated that, despite their age, they could serve as well as those around them.

**Findings 9:** Post the Revolutionary War; many Acts of Congress were enacted to provide pensions to those veterans applying for support. Thousands of servicemen were without documented service and remained without any viable means to prove service. Excerpts from documents retained at the NARA provide: **Generally the process required an applicant to appear before a court of record in the State of his or her residence to describe under oath the service for which a pension was claimed.** This

establishes precedence for using certified oaths in conjunction with the Social Security documents as alternative documentation.

**Findings (10):** US CG Official Shipping/Discharge documents (Forms 718A) were obtained from the National Archives and Records Administration, Wash. DC that contained information proving Active Duty (AD) services for some WW II coastwise barge and tug Mariners. Together with information obtained via a FOIA request to the National Maritime Center, research brought forth additional information. **Research** conducted between **June-August 2013, in concert with the NMC**, using official records of 1172 coastwise mariners and the USCG Merchant Marine Casualties of WW II report of 1950 identified:

**WW II Coastwise Mariners Listing: Excel Sheet #1**

- 1172 Mariners identified via official USCG Shipping/Discharge Forms 718A
- 84 Mariners may be women according to their feminine sounding names; OR 7.2%
- 1058 Mariners' ages were specified. Ages ranged from 10 to 78.
- 583 Mariners identified within draft age and included those in 4F status; OR 55.1% of known ages.
- 525 Mariners identified at over the draft age of 37; OR 49.6% of known ages.
- 114 Mariners with age not specified; OR 09.7%
- 47 Mariners who served were under the age of 17; OR 4.4% of known ages.
- 16 Mariners KIA with 1 receiving DD Form 1300.

**National Maritime Form DD 214 Listing: Excel Sheet #2**

- 794 Mariners were identified on NMC Coastwise Mariners listing identifying Active Duty services.
- 291 Mariners on NMC listing had no USCG MMLD numbers listed; OR 36.6%
- 85 Mariners **issued** DD Form 214 from NMC listing, OR 10.7% of NMC; OR 7.2% of WW II CMM

**Merchant Marine KIA & MIA Casualties from all causes = 9521** \* (usmm.org)

- 5662 Mariner Casualties from USCG per 1950 Report \* (USCG 1950 casualty report)
- 3859 Mariner Casualties from Other Sources \* (Additional sources = Art. Moore and US Congress)

**Merchant Marine Casualties recognized by all sources = 414**

- 344 Mariner Casualties from USCG 1950 Casualty Report \* (USCG 1950 casualty report)
- 70 Mariner Casualties from NMC report & not listed on USCG 1950 Casualty List \* (NMC DD 1300 Report)
- 1 Mariner in NMC DD 1300 files as having received Form DD 1300 yet 16 identified on WW II CM listing

**Rationale: 9521 Merchant Mariners KIA or MIA** serving and **only 414** receiving Veteran status.

**Findings 11:** The USCG **cannot** provide a **true estimate** of merchant mariners serving in WW II. **GAO/HEHS-97-196R** refers. Estimates range from 250,000 to 840,000 from recognized historians and GAO audit... None of these historians were aware of these 10,000 to 30,000 coastwise merchant seamen where many served without proper credentials and were not included in above estimates. **Some were elderly handicapped; others women and some were school children** who served in billets, drew wages and paid taxes. They served on the same vessels in the same hostile war zones and performed the same services alongside others who were documented. **Yet, only about 91,000 merchant mariners have been recognized as veterans with just 1192 of these veterans in receipt of compensation or pension benefits the VA refers.** This is a vast disparity in ratio of the other service branches.

**Findings 12:** DOD and NARA Agreement **N1-330-04-1 of Jul, 08, 2004** puts in place a procedure to transfer military personnel files of individuals from all services, (including civilian personnel or contractual groups who were later accorder military status under the provisions of Schmacher, Willner, et al, V. Secretary of the Air Force Edward C. Aldridge, Jr 665 F Supp 41 (D.D.C 1987). This agreement affects military personnel records of individuals **62 years** after separation from service. Action has taken place for all **except** the US Merchant Marine IAW above stated court order. This **inaction** by the **Department of Homeland Security via (COMDT USCG)** has caused many of the mariners to have **gone unrecognized** for their services. Many seafarers have passed without ever gaining recognition or benefits and soon all will be History. National Personnel Records Center estimate there are between 1400 to 2500 Cubic feet of Shipping/Discharge documents being stored at the NARA district offices and NMC yet to be transferred to the National Personnel Records Center in St. Louis, Missouri. NMC cites **about 91,000 out**

**of 250,000 to 840,000 have ever received recognition** as veterans; and, with many unable to gain access because of age and health condition requiring assistance for others outside family. Had compliance taken place, these records would have been available to all and providing the mariner a chance to being recognized many years ago and enjoying the benefits awarded to them via court order.

**Whereas: (1)** By court order, Schumacher v. Aldridge 665 F Supp 41 (D.D.C. 1987) **provided for veteran status** to certain US Merchant Marine seamen during WW II (07 December, 1941 to 31 December, 1946) with the same benefits accorded all veterans as administrated by the Veterans Administration. There were **no provisions** for the elderly handicapped, women or schoolchildren to even be considered for their services as mariners serving anywhere within the US Merchant Marine providing an avenue to veteran status.

**Whereas: (2)** The USCG Information Sheet #77 of Apr. 1992 identifies specific criteria to be used to prove active duty performed by an individual seaman for the purpose of attaining veteran status and findings (5), (6) & (7) identified specific **official government actions** that **removed** these particular documents from the reach of the mariner. This **clearly identifies the requirement** to put in place a method of utilizing **alternative** documentation and other approved methods to replace specific documents removed from use by the government actions cited elsewhere in this document.

**Whereas: (3)** Women **were removed** from ships at the onset of WW II and not allowed to serve in any capacity by direction of the War Shipping Administrator, Admiral Emory S. Land. The Captains of the Ports (USCG COTP) were given specific directions to **deny** official USCG maritime credentials to any woman requesting them. They **served but without official credentials** in every capacity on most vessels. Families were the sole crew on many barges throughout the WW II and afterwards. Companies **welcomed this** arrangement because **critical** crew replacements were **reduced** considerably. This allowed those barges to move the bulk war materials more quickly and freed the more abled bodied seaman to man the larger seagoing ships taking vital supplies to troops on all the fronts, keeping the enemy from our doors. A **win win** situation vital to war defense. **To date** there is **no law or other avenue** recognizing women as veterans of the US Merchant Marine during WW II

**Whereas: (4)** President Roosevelt's speech of 12 Oct, 1942 **puts in place the use of elderly and handicapped individuals, school children and women in an effort to support war efforts** by replacing men of military age and fitness, and in stepping up our production of war materials for those on the front lines. Because of this speech, women, the elderly disabled and schoolchildren entered the varied war defense plant services in droves and many found their way into the coastwise barge and tug trades as well.

**Whereas: (5)** DOD & NARA Agreement N1-330-04-1 of July 08, 2004 **provides for the transfer** of military records to the National Personnel Records Center, St. Louis, MO for use as archival records, open to the public. But **inaction by the DHS for the mariner in over 10** years has caused the veteran loss of due access of his records that may have accorded him recognition as a veteran. Recommend Congressional inquiry into delay of WW II Merchant Mariners personnel records.

**Whereas: (6)** Previously attempted bills, HR 1288 and S-1361, would have provided for **alternative records** to be used in place of **records lost, destroyed or denied** for coastwise seamen affected; and allowed women and school children be recognized for their services rendered for the first time ever. There are **no laws** in place to allow for resolution of this issue.

**Whereas: (7)** The elderly disabled, children and women have served in every war this nation has ever known. Most have served without recognition but history is replete with actions of young children stepping up to serve, some receiving our highest honors and others serving in our highest ranks of service, congress and the presidency; e.g. President Andrew Jackson (age **13**); America's first Admiral, David Glasgow Farragut was appointed a midshipman at (age **9**) by President James Madison; Willie Johnson (age **11**) was recipient of the Medal of Honor; Albert Cohen of Memphis TN who enlisted at age **11** & KIA age **15**. History is filled with children defending this nation and Coastwise Mariners had their fair share of them. **Findings #9 & #10 provide support** info.

**Whereas: (8)** Although they served gallantly and with honor, actions taken against those that were elderly and disabled, school children and women by denying them official credentials during WW II is considered **discrimination** today.

**Whereas: (9)** The process used to determine whether an individual performed service under honorable conditions that satisfies the requirements of a coastwise merchant seaman who is recognized as having performed active duty service under the court ruling via Schmacher, Willner, et al, V. Secretary of the Air Force Edward C. Aldridge Jr 665 f Supp 41 (D.D.C.1987). There are no considerations in any **existing** legislation that provides for women who served, under aged schoolchildren or elderly handicapped seaman any avenue to attain veteran status. **Nor** is there a current avenue to use alternative methods of recognition or other actions that have proved effective in past wars for use in lieu of documents that were denied and/or destroyed by several specific official government actions.

**The following actions are recommended:**

**(1) Initiate congressional actions to:** Provide sufficient response to support Merchant Mariners' provisions of HR 1288 (with wording intact to insure all coastwise barge and tugboat mariners who served during WW II (regardless of age, gender or disability) are recognized as veterans in accordance with or similar to: court ruling via Schmacher, Willner, et al, V. Secretary of the Air Force Edward C. Aldridge, Jr 665 F Supp 41 (D.D.C 1987, **granting veterans status**

**(2) Initiate congressional inquiry into:** Delay of WW II Merchant Mariners personnel records movement to National Military Personnel Center.

**(3) Initiate congressional actions to:** Recognize WW II Mariners identified as KIA/MIA as Veterans of this Nation.

Now, therefore, be it resolved that the Craven County, North Carolina Board of Commissioners hereby supports these efforts on behalf of the World War II Coastwise Merchant Mariners and urges our Representatives in the Senate (Senators Richard Burr and Thom Tillis) and in the House (Representatives Walter Jones and George K. Butterfield) to fully support and initiate all necessary actions, including full support of HR 1288, "WW II Merchant Mariners Service Act", to pass legislation approving the above findings and recommendations.

Adopted this    day of    2015.

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Steve Tyson, Chairman  
Craven County, NC Board of Commissioners



**CONTRACT TO AUDIT ACCOUNTS**

Of Craven County

Primary Governmental Unit

Tourism Development Authority; Coastal Carolina Regional Airport

Discretely Presented Component Unit (DPCU) if applicable

On this 23rd day of April, 2015,

Auditor: McGladrey LLP Auditor Mailing Address: 3120 Wellons Blvd;

New Bern, NC 28562

Hereinafter referred to as The Auditor

and Board of Directors (Governing Board(s)) of Craven County

(Primary Government)

and Tourism Development Authority; Coastal Carolina Regional Airport : hereinafter referred to as the Governmental Unit(s), agree as follows:  
(Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2014, and ending June 30, 2015. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCU's, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).

County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Circular A-133 for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.

3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government*

Governmental Unit

Tourism Development Authority; Coastal Carolina Regional Airport

Discretely Presented Component Unit's (DPCU) if applicable

*Auditing Standards.* The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment..

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October 31, 2015. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relates to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent to: [lgc.invoice@nctreasurer.com](mailto:lgc.invoice@nctreasurer.com). Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. **Fees listed on signature pages.**
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.

Governmental Unit

Tourism Development Authority; Coastal Carolina Regional Airport

Discretely Presented Component Unit's (DPCU) if applicable

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include but not be limited to the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and Invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, signed and dated by all parties and pre-audited if the change includes a change in audit fee. This document and a written explanation of the change must be submitted by email in PDF format to the Secretary of the LGC for approval. The portal address to upload your amended contract and letter of explanation documents is <http://nctreasurer.slgfd.leapfile.net> No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #22 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

Governmental Unit

Tourism Development Authority; Coastal Carolina Regional Airport

Discretely Presented Component Unit's (DPCU) if applicable

17. Special provisions should be limited. Please list any special provisions in an attachment.

N/A

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.

19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of February, 2015. These instructions are subject to change. Please check the NC Treasurer's web site at [www.nctreasurer.com](http://www.nctreasurer.com) for the most recent instructions.

20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

22. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

N/A

***SIGNATURE PAGES FOLLOW***

Contract to Audit Accounts (cont.)

Craven County

Governmental Unit  
Tourism Development Authority; Coastal Carolina Regional Airport  
Discretely Presented Component Unit's (DPCU) if applicable

Craven County - FEES

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] N/A

Audit Audit - \$66,600; Local Eligibility AUP - \$4,200 See arrangement letters

Preparation of the annual financial Statements Included in audit fee above

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ 53,100

\*\* NA if there is to be no interim billing

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

McGladrey LLP

Name of Audit Firm

By Lou Cannon

Authorized Audit firm representative name: Type or print

Signature of authorized audit firm representative

Date 4/23/15

Email Address of Audit Firm

lou.cannon@mcgladrey.com

Governmental Unit Signatures:

Craven County

Name of Primary Government

By Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date

By N/A  
Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson

Date

\*\* If Governmental Unit has no audit committee, mark this section "N/A"

Craven County

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By Rick Hemphill

Primary Governmental Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date

(Pre-audit Certificate must be dated.)

Email Address of Finance Officer

Date Primary Government Governing Body Approved Audit Contract - G.S. 159-34(a)

Contract to Audit Accounts (cont.)

Craven County

Governmental Unit

Tourism Development Authority

Discretely Presented Component Unit's (DPCU) if applicable

**\*\* This page to only be completed by Discretely Presented Component Units \*\***

Tourism Development Authority

FEES

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] N/A

Audit included in fee of primary government (see above)

Preparation of the annual financial Statements included in fee of primary government (see above)

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ included in fee of primary government (see above)

**\*\* NA if there is to be no interim billing**

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

DPCU Governmental Unit Signatures:

Tourism Development Authority

Name of Discretely Presented Government

By \_\_\_\_\_

DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board

Date \_\_\_\_\_

By \_\_\_\_\_ N/A

Chair of Audit Committee - Type or print name

\*\*

Signature of Audit Committee Chairperson

Date \_\_\_\_\_

\*\* If Governmental Unit has no audit committee, mark this section "N/A"

Tourism Development Authority

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28

(a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By \_\_\_\_\_

DPCU Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date \_\_\_\_\_

(Pre-audit Certificate must be dated.)

Email Address of Finance Officer

Date DPCU Governing Body Approved Audit Contract - G.S. 159-34(a)

Contract to Audit Accounts (cont.)

Craven County

Governmental Unit

Coastal Carolina Regional Airport

Discretely Presented Component Unit's (DPCU) if applicable

**\*\* This page to only be completed by Discretely Presented Component Units \*\***

Coastal Carolina Regional Airport

FEES

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] N/A

Audit included in fee of primary government (see above)

Preparation of the annual financial Statements included in fee of primary government (see above)

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ included in fee of primary government (see above)

**\*\* NA if there is to be no interim billing**

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

DPCU Governmental Unit Signatures:

Coastal Carolina Regional Airport

Name of Discretely Presented Government

By

DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board

Date

By N/A

Chair of Audit Committee - Type or print name

\*\*

Signature of Audit Committee Chairperson

Date

\*\* If Governmental Unit has no audit committee, mark this section "N/A"

Coastal Carolina Regional Airport

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28

(a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By

DPCU Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date

(Pre-audit Certificate must be dated.)

Email Address of Finance Officer

Date DPCU Governing Body Approved Audit Contract - G.S. 159-34(a)



McGladrey LLP

P.O. Box 15409  
3120 Wellonds Blvd  
New Bern, NC 28562  
252.637.5154  
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April 23, 2015

Craven County Board of Commissioners  
Mr. Steve Tyson, Chairman  
Craven County, NC  
406 Craven Street  
New Bern, North Carolina 28560

Attention: Mr. Tyson

This letter is to explain our understanding of the arrangements for, and the nature and limitations of, the services we are to perform for Craven County, NC (County) with respect to certain records and transactions of Craven County for the purpose of determining compliance with the eligibility intake functions for certain federal programs at County governments and health for the year ending June 30, 2015. The specific procedures to be performed are included as attachment #1 to this letter.

### **Engagement Services**

Our engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants; the standards applicable to attestation engagements contained in Government Auditing Standards, issued by the Comptroller General of the United States; and OMB Circular A-133, Audits of States, Local Governments, and Non Profit Organizations. Because the procedures included in the attachment to this letter do not constitute an audit made in accordance with generally accepted auditing standards, we will not express an opinion on any of the specific elements, accounts, or items referred to in our report or on the financial statements of the Craven County taken as a whole.

At the conclusion of our engagement, we will submit a report in letter form outlining the procedures performed and our findings resulting from the procedures performed.

Our report will contain a statement that it is intended solely for the use of Craven County and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. Should you desire that others be added to our report as specified parties, please contact us as it will be necessary to obtain their agreement with respect to the sufficiency of the procedures for their purpose.

Our report will also contain a paragraph pointing out that if we had performed additional procedures or if we had conducted an audit in accordance with generally accepted auditing standards, matters in addition to any findings that may result from the procedures performed might have come to our attention and been reported to you.

The procedures that we will perform are not designed and cannot be relied upon to disclose errors, fraud, or illegal acts, should any exist. However, we will inform the appropriate level of management of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

Furthermore, the procedures were not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to management and the County board of commissioners any significant deficiencies or material weaknesses that become known to us during the course of the engagement.

### **Craven County's Responsibilities**

The sufficiency of the procedures included in the attachment is solely the responsibility of Craven County. We make no representation regarding the sufficiency of the procedures described above either for the purpose for which these services have been requested or for any other purpose.

The County agrees that it will not include our reports, or otherwise make reference to us, in any public or private securities offering without first obtaining our consent. Any request to consent is also a matter for which separate arrangements will be necessary. After obtaining our consent, the County also agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the County seeks such consent, we will be under no obligation to grant such consent or approval.

### **Craven County's Records and Assistance**

If circumstances arise relating to the condition of the County's records, the availability of appropriate evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the engagement or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawal from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the County's books and records. The County will determine that all such data, if necessary, will be so reflected. Accordingly, the County will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by your personnel in the preparation of schedules and analyses of accounts has been discussed and coordinated with Rick Hemphill, Craven County's finance officer. The timely and accurate completion of this work is an essential condition to our completion of our services and issuance of our report.

### **Fees, Costs, and Access to Documentation**

Our fees for the services described above are based on the time required by the individuals assigned to the engagement, plus direct expenses. Our fees for performing the agreed upon procedures attestation services for the County will be \$4,200. We will submit our bill for services promptly upon rendering the special report. Billings are due upon submission

In the event we are requested or authorized by Craven County or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Craven County, Craven County will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

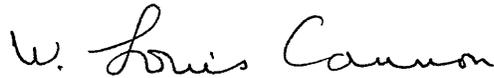
Our professional standards require that we perform certain additional procedures on current and previous years' engagements whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client. Accordingly, the County agrees it will compensate McGladrey LLP for any additional costs incurred as a result of the County's employment of a partner or professional employee of Craven County.

If any term or provision of this agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

This letter constitutes the complete and exclusive statement of agreement between McGladrey LLP and Craven County, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

If this letter defines the arrangements as Craven County understands them, please sign and date the enclosed copy and return it to us. We appreciate your business.

**McGladrey LLP**



W. Louis Cannon, CPA  
Partner

Confirmed on behalf of the addressee:

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**Attachment #1**  
**List of Agreed Upon Procedures**

1. Obtain an understanding of internal control, assess risk, and test internal controls over the eligibility intake functions as required by *OMB Circular A-133*
2. Determine whether required eligibility determinations/redeterminations were performed (including obtaining any required documentation/verifications), that individual program participants were determined to be eligible, and that only eligible individuals participated in the program by selecting and performing tests on a sample from the population of all individuals receiving benefits during the entire fiscal year. These tests exclude determinations based on Modified Adjusted Gross Income (MAGI) made after September 30, 2014 for the Medicaid and Children's Health Insurance Programs.



McGladrey LLP

P.O. Box 15409  
3120 Wellonds Blvd  
New Bern, NC 28562  
252.637.5154  
www.mcgladrey.com

April 23, 2015

County Commissioners  
Jack B. Veit, III, County Manager  
Richard F. Hemphill, Finance Officers  
Craven County, North Carolina  
New Bern, North Carolina

Attention: Chairperson

### **The Objective and Scope of the Audit of the Financial Statements**

You have requested that we audit the financial statements of Craven County, North Carolina's (the "County"), governmental activities, business-type activities, aggregate discretely presented component units, each major fund and aggregate remaining fund information as of and for the year-ended June 30, 2014 which collectively comprise the basic financial statements. Our audit will include each major fund and aggregate remaining fund information in addition to audits of the Tourism Development Authority and Coastal Carolina Regional Airport Authority and you acknowledge that we are the group auditor. We will not audit the financial statements of CarolinaEast Health System or Craven County ABC Board. Those financial statements will be audited by other auditors. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

We will also perform the audit of Craven County as of June 30, 2015, so as to satisfy the audit requirements imposed by the Single Audit Act and the U. S. Office of Management and Budget (OMB) Circular No. A-133 and the State Single Audit Implementation Act.

### **The Responsibilities of the Auditor**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, OMB Circular A-133, and OMB's Compliance Supplement and the State Single Audit Implementation Act. Those standards circulars, supplements, and Act require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the County's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the county commissioners (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The funds that you have told us are maintained by the County and that are to be included as part of our audit are listed here.

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Projects Funds
- Enterprise Funds
- Internal Service Funds
- Fiduciary Funds

The component unit whose financial statements you have told us are to be included as part of the County's basic financial statements are listed here.

- Tourism Development Authority
- Coastal Carolina Regional Airport Authority
- CarolinaEast Health System
- Craven County ABC Board

The federal and state financial assistance programs that you have told us that the County participates in and that are to be included as part of the single audit are the same ones in the Schedule of Expenditures of Federal and State Awards for the year ended June 30, 2014 included in the County's June 30, 2014 comprehensive annual financial report (CAFR).

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our reports on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

### **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Our audit will be conducted on the basis that management and when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- c. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
- d. For (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and (c) report distribution including submitting the reporting package[s]; and
- e. To provide us with:
  - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
  - (2) Additional information that we may request from management for the purpose of the audit;
  - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
  - (4) When applicable, a summary schedule of prior audit findings for inclusion in the single audit reporting package; and
  - (5) If applicable, responses to any findings reported on the schedule of findings and questioned costs.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the County complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The county commissioners are responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

Craven County agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, Craven County agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

Our association with an official statement is a matter for which separate arrangements will be necessary. Craven County agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when Craven County seeks such consent, we will be under no obligation to grant such consent or approval.

We agree that our association with any proposed offering is not necessary, providing Craven County agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. Craven County agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

McGladrey LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. McGladrey LLP, also has not performed any procedures relating to this official statement or memorandum.

### **Craven County's Records and Assistance**

If circumstances arise relating to the condition of the County's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the County's books and records. The County will determine that all such data, if necessary, will be so reflected. Accordingly, the County will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by County personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Rick Hemphill, Finance Officers. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

In connection with our audit, you have requested us to perform certain non-audit services necessary for the preparation of the financial statements, including the preparation of the draft financial statements that are based on management's chart of accounts and trial balance and any adjusting, correcting, and closing entries that has been approved by management and assisting in the preparation of draft notes to the financial statements based on information provided by and approved by management. The independence standards of the "Government Auditing Standards" issued by the Comptroller General of the United States GAS require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to Craven County, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit service to be performed. Craven County has agreed that Rick Hemphill, Finance Officer possesses suitable skill, knowledge, or experience and that the individual understands the preparation of the draft financial statements and notes to the financial statements services to be performed sufficiently to oversee them. Accordingly, the management of Craven County agrees to the following:

1. Craven County has designated Rick Hemphill, Finance Officer a senior member of management, who possesses suitable skill, knowledge, and experience to oversee the services.
2. Rick Hemphill, Finance Officer will assume all management responsibilities for subject matter and scope of the drafting of the financial statements and related notes.
3. Craven County will evaluate the adequacy and results of the services performed.
4. Craven County accepts responsibility for the results and ultimate use of the services.

GAS further requires we establish an understanding with the management and those charged with governance of Craven County of the objectives of the non-audit service, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit service. We believe this letter documents that understanding.

**Other Relevant Information**

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

In accordance with Government Auditing Standards, a copy of our most recent peer review report and applicable letter of comment is enclosed, for your information.

**Fees, Costs, and Access to Workpapers**

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee for the services described in this letter will not exceed \$66,600. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from County personnel.
- b. Timely responses to our inquiries.
- c. Timely completion and delivery of client assistance requests.
- d. Timely communication of all significant accounting and financial reporting matters.
- e. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the County agrees it will compensate McGladrey LLP for any additional costs incurred as a result of the County's employment of a partner or professional employee of McGladrey LLP.

In the event we are requested or authorized by Craven County or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Craven County, Craven County will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of McGladrey LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of McGladrey LLP audit personnel and at a location designated by our Firm.

You have informed us that you intend to prepare a comprehensive annual financial report (CAFR) and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting. Our association with the CAFR is to consist of having the report reviewed by a person who has also performed reviews for the GFOA Certificate Program and have him involved in the resolution of any accounting or reporting issues that arise from this engagement.

### **Reporting**

We will issue a written report upon completion of our audit of Craven County's financial statements. Our report will be addressed to the county commissioners of Craven County. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on Craven County's financial statements, we will also issue the following types of reports:

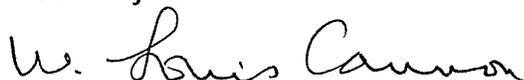
- A report on the fairness of the presentation of Craven County's schedule of expenditures of federal awards for the year ending June 30, 2015.
- Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
- Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a material effect, as defined by OMB Circular No. A-133, on each major program.
- A schedule of findings and questioned costs.

This letter constitutes the complete and exclusive statement of agreement between McGladrey LLP and Craven County, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Craven County  
April 23, 2015  
Page 8

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

**McGladrey LLP**



W. Louis Cannon, CPA  
Partner

Confirmed on behalf of Craven County, North Carolina:

\_\_\_\_\_

Chairperson

\_\_\_\_\_

Date

\_\_\_\_\_

County Manager

\_\_\_\_\_

Date

\_\_\_\_\_

Finance Officer

\_\_\_\_\_

Date

**CRAVEN COUNTY BOARD OF COMMISSIONERS  
RULES OF PROCEDURE**

**I. Applicability**

**Rule 1. Applicability of Rules.** These rules apply to all meetings of the Board of Commissioners of Craven County at which the board is empowered to exercise any of the executive, quasi-judicial, administrative, or legislative powers conferred on it by law.

**II. Open Meetings**

**Rule 2. Meetings to be Open.** (a) It is the public policy of North Carolina and of Craven County that the hearings, deliberations, and actions of this board and its committees be conducted openly.

(b) Except as otherwise provided in these rules and in accordance with applicable law, each official meeting of the Craven County Board of Commissioners shall be open to the public and any person is entitled to attend such a meeting.

(c) For the purposes of the provisions of these rules concerning open meetings, an official meeting of the board is defined as any gathering together at any time or place or the simultaneous communication by conference telephone or other electronic means of a majority of board members for the purpose of conducting hearings, participating in deliberations, or voting upon or otherwise transacting public business within the jurisdiction, real or apparent, of the board.

**Rule 3. Closed Sessions.** (a) Notwithstanding the provisions of Rule 2, the board may hold a closed session and exclude the public under the provisions of N.C.G.S. §143-318.11(a), which as of the effective date of these Bylaws include the following:

1. To prevent the disclosure of information that is privileged or confidential pursuant to the law of this state or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes.
2. To prevent the premature disclosure of an honorary degree, scholarship, prize, or similar award.
3. To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial

action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.

4. To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.
5. To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.
6. To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.
7. To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
8. To formulate plans by a local board of education relating to emergency response to incidents of school violence.
9. To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by

staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity.

(b) The board may go into closed session only upon motion made and adopted at an open meeting. A motion to go into closed session must cite one or more of the permissible purposes listed in subsection (a) of this rule. In addition, a motion to go into closed session pursuant to Rule 3(a)(1) must state the name or citation of the law that renders the information to be discussed privileged or confidential, a motion to go into closed session pursuant to Rule 3(a)(2) must identify the parties in each existing lawsuit, if any, concerning which the board expects to receive advice during the closed session, and a motion to go into closed session pursuant to Rule 3(a)(5) must identify the property, owner and intended purpose for acquisition.

(c) Unless the motion to go into closed session provides otherwise, the county manager, county attorney, clerk to the board and appropriate staff may attend the closed session. No other person may attend the closed session unless specifically invited by majority vote of the board.

### III. Organization of the Board

**Rule 4. Organizational Meeting.** (a) The board shall hold an organizational meeting at its regular meeting place at 7:00 p.m. on the first Monday in December, 1998, and quadrennially thereafter. At such meeting, the proceedings of which shall be called to order by the Chairman, will consider and approve the minutes from the Board's previous meeting and consider any unfinished business it desires to complete. It shall then adjourn *sine die*. Immediately following, the Clerk to the Board of Commissioners, or any other person legally eligible under the General Statutes of North Carolina, shall subscribe the oath of office to board members-elect who are present and who have not previously taken the oath of office. After all members of the Board present have been duly sworn into office, the board member present having secured the largest number of votes during the previous general election shall serve as chairman of the board to convene the organizational meeting and immediately turn such meeting over to the county attorney who shall preside as chair until a chair is elected. As the second order, the board shall elect a chair and vice-chair from among its members. As the third order, the board shall approve the bonds of the sheriff and the register of deeds. As the fourth and fifth orders of business, the board may appoint a clerk and an attorney.

(b) At the first regular meeting in December of each other year, the first order of business shall be approval of the minutes of the previous meeting. The second order of business shall be election of the chair and vice-chair for the ensuing year. The third and fourth orders of business may be appointment of the clerk and county attorney.

**Rule 5. Election of the Chair.** The chair of the board shall be elected annually for a term of one year and shall not be removed from the office of chair unless he or she becomes disqualified to serve as a member of the board.

#### IV. Regular and Special Meetings

**Rule 6. Regular and Special Meetings. (a) Regular Meetings.** The board shall hold a regular meeting on the first and third Monday of each month. If a regular meeting day is a holiday on which county offices are closed, the meeting shall be held on the next business day or such succeeding day as may be specified in the motion adjourning the immediately preceding regular meeting. Regular meetings shall be held at the Craven County Commissioners Meeting Room at the Craven County Administration Building, New Bern, North Carolina. The meeting held on the first Monday shall convene at 7:00 p.m. The meeting held on the third Monday shall convene at 8:30 a.m. The board may change the place or time of a particular regular meeting or all regular meetings within a specified time period by resolution adopted, posted, and noticed no less than seven days before the change takes effect. Such a resolution shall be filed with the clerk to the board and posted at or near the regular meeting place, and copies shall be sent to all persons who have requested notice of special meetings of the board.

**(b) Special Meetings.** The chair or a majority of the members of the board may at any time call a special meeting of the board by signing a notice stating the time and place of the meeting and the subjects to be considered. The person or persons who call the meeting shall cause the notice to be posted on the bulletin board of the Craven County Administration Building and delivered to the chair and all other board members or left at the usual dwelling place of each member at least 48 hours before the meeting. In addition, the notice shall be mailed or delivered to individual persons and news media organizations who have requested such notice as provided in subsection (d), below. Only those items of business specified in the notice may be transacted at a special meeting, unless all members are present or those who are not present have signed a written waiver.

**(c) Emergency Meetings.** If a special meeting is called to deal with an unexpected circumstance that requires immediate consideration by the board, the notice requirements of this rule do not apply. However, the person or persons who call an emergency meeting shall take reasonable action to inform the other members and the public of the meeting. Local news organizations who have requested notice of special meetings as provided in subsection (d), below, shall be notified of such emergency meetings by the same method used to notify board members. Only business connected with the emergency may be discussed at the meeting.

**(d) Sunshine List.** Any individual person and any newspaper, wire service, radio station, and television station may file with the clerk to the board of commissioners a written request for notice of all special meetings of the board.

**(e) Work Sessions and Committee Meetings.** The board may schedule work sessions, committee meetings, or other informal meetings of the board or a majority of the members of the board at such times and with respect to such subject matter as may be established by resolution or order of the board. A schedule of any such meetings that are held on a regular basis shall be filed in the same place and manner as the schedule of regular meetings. Work sessions and other informal official meetings not held on a regular schedule are subject to the same notice requirements as special board meetings.

Action may be taken at work sessions in accordance with the North Carolina General Statutes.

**(f) Attendance via Simultaneous and/or Electronic Communication.** In order to participate in a meeting via simultaneous and/or electronic communication, the following criteria must be met:

1. The official meeting was properly noticed under G.S. §143-318.12 and under any other requirement for notice applicable to the public body.
2. The member or members participating from a remote location by simultaneous communication can fully participate in the deliberations.
3. The member or members of the board participating from a remote location by simultaneous communication can be heard by the other members of the board and any other individual in attendance at the official meeting.
4. The vote of the member or members of the public body participating from a remote location by simultaneous communication is not by electronic mail or facsimile.
5. If the chair of the board is participating from a remote location by simultaneous communication, the vice chair or some other member of the board who is physically present shall preside at the official meeting. The chair or presiding officer of the board participating from a remote location by simultaneous communication shall retain the same voting rights he or she has when presiding.
6. The official meeting, or part of an official meeting with a member or members of the board participating from a remote location by simultaneous communication is not allowed in any of the following:
  - a. A quasi-judicial proceeding.
7. No written ballots may be taken at the official meeting with a member or members of the board participating from a remote location by simultaneous communication.
8. If the official meeting involves a member of the board participating from a remote location by simultaneous communication by which the member or members cannot be physically seen by the public body, that member must comply with all of the following:
  - a. The participation of the member or members must be announced when the meeting is commenced or at the beginning of participation.
  - b. The member identifies himself or herself prior to participating in the deliberations during the official meeting.
  - c. The member identifies himself or herself prior to voting.
9. The member or members participating from a remote location by simultaneous communication shall have been provided with any documents to be considered during the official meeting.

**Rule 7. (a) All Meetings within the County.** All meetings shall be held within the boundaries of Craven County except as otherwise provided herein.

1. A joint meeting with the governing board of any other political subdivision of this state or any other state may be held within the boundaries of either subdivision as may be stated in the call of the meetings. At any such joint meeting, this board reserves the right to vote

separately on all matters coming before the joint meeting.

2. A special meeting called for the purpose of considering and acting upon any order or resolution requesting members of the General Assembly representing all or any portion of this county to support or oppose any bill pending in the General Assembly or proposed for introduction therein may be held in Raleigh or such other place as may be stated in the call of the meeting.

**(b) Retreats and Meetings with the Legislative Delegation representing the county in the General Assembly.** State law forbids the board to take any official action at any such meetings. Such meetings are covered by the Open Meetings Law if a majority of the board is present and "deliberates" on public business.

**Rule 8. Broadcasting and Recording Meetings.** (a) Except as provided in this rule, any radio or television station is entitled to broadcast all or any part of an official meeting of the board that is required to be open to the public. Any person may photograph, film, tape-record or otherwise reproduce any part of a meeting required to be open.

(b) Any radio or television station wishing to broadcast any portion of an official meeting of the board should notify the county manager no later than twenty-four hours before the meeting. If the number of requests or the quantity and size of the necessary equipment is such that the meeting cannot be accommodated in the designated meeting room and no suitable alternative site in the Commissioners Meeting Room of the Craven County Administration Building is available, the county manager may require the news media either to pool equipment and personnel.

## V. Agenda

**Rule 9. Agenda.** (a) The county manager shall prepare the agenda for each regular, special, and emergency meeting. A request to have an item of business placed on the agenda for a regular meeting must be received by 12:00 noon on the Monday prior to the next scheduled meeting; but if a holiday, then the deadline shall be 5:00 p.m. on the preceding Friday. Any Board member may have an item placed on the agenda by the deadline of the preceding sentence.

(b) The agenda packet shall include the agenda document, any proposed ordinances or amendments to ordinances, and supporting documentation and background information relevant to items on the agenda. A copy of the agenda packet shall be delivered to each member of the board at least twenty-four hours before the meeting. Documents in the agenda packet, if not previously available for public inspection, shall become so when packets have been delivered to each board member or left at his or her usual dwelling.

~~(c) The board may allow for a consent agenda. All items on the consent agenda are considered routine by the Board, and may be enacted by one motion. Separate discussion will not be held on consent agenda matters. Provided, however, that any member may require that an item on the consent agenda be removed therefrom, and shall be considered separately. The Chairman shall have the authority to determine the appropriate place in the agenda to consider any matter so removed.~~

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Matters that may be placed on the consent agenda for approval include but are not limited to:

1. Minutes;
2. Resolutions and Proclamations;
3. Minor subdivision approvals;
4. Road additions to the State DOT System; and
5. Tax releases and refunds;
6. Budget Amendments not to exceed \$5,000;
7. Matters within the discretion of the County Manager, Chairman or Vice Chairman.

~~All items on the consent agenda are considered routine by the Board, and may be enacted by one motion. Separate discussion will not be held on consent agenda matters. Provided, however, that any member may require that an item on the consent agenda be removed therefrom, and shall be considered separately. The Chairman shall have the authority to determine the appropriate place in the agenda to consider any matter so removed.~~

(c1) In no event may the following matters be placed on a consent agenda unless otherwise allowed under Subsection (c) above:

1. Budget amendments in excess of \$5,000.00;
2. Grant agreements;
3. Permits;
4. Franchises; or,
5. Contracts.

**Comment [JH1]:** Is this provision still necessary? It had been added in expectation that the Chair and/or Manager would be able to add small budget amendments to the consent agenda, which provision was removed. An alternative would be to add a provision to Paragraph (c) that would allow budget amendments up to \$5,000 to be added to the consent agenda.

(d) The board may, by majority vote, add an item that is not on the agenda.

**Rule 10. Public Comments.** In compliance with N.C.G.S. §153A-52.1, the board establishes the following policy for monthly public comments at the first regular meeting of the board of commissioners each month. The clerk shall provide a sign-up sheet at the entry to the meeting room not later than thirty minutes prior to each meeting for persons who desire to address the board, and shall remain open for individuals to request to speak until the beginning of the meeting. The chair will recognize speakers in the order in which their names appear on the sign-up sheet. The purpose of the time for informal public comments is to allow for public input to the board on issues germane to Craven County. It is not intended to compel board members or staff to answer questions in an impromptu manner without adequate opportunity for preparation or consideration. Action on issues raised during the comment period, if any, will be at the sole discretion of the board.

Each speaker must address the board as a whole (and not any individual Commissioner or the

audience) from the lectern and begin their remarks by giving their name, stating whether they are residents of Craven County, indicating the municipality within which they reside, if any, and stating the topic about which they intend to speak. Speakers are encouraged to limit their comments to matters of interest to the County and its citizens. Each speaker will have four (4) minutes to make remarks. A speaker may not yield any of his or her time to another speaker. Speakers may not discuss matters which are the subject of public hearings, and they must be courteous in their language and presentation. Restatements or repetitive comments by the same speaker, whether at the same or separate meetings, may be ruled out of order and terminated by the chair. Personal attacks will not be tolerated. Speakers may leave written comments and/or supporting documents, if any, with the clerk to the board.

If at the beginning of the public comment period, the chair determines that the time required to hear all speakers on the sign-up sheet would unduly disrupt the conduct of County business or cause undue inconvenience to citizens in attendance for other items on the agenda, the chair may require the designation of spokesman, or the selection of delegates, for groups of persons supporting or opposing the same positions. The Chair may also move the period for public comment to some time later in the meeting, and further may modify the time of each speaker to not less than three (3) minutes nor more than four (4) minutes.

Notwithstanding the chair's prerogatives under this Rule 10, any decision of the chair may be appealed and overruled by a majority of the Board.

**Rule 11. Order of Business.** At regular meetings, the board shall proceed to business in the following order:

1. Approval of the agenda.
2. Approval of the minutes of the previous meeting (but only if not approved as part of any consent agenda).
3. Scheduled public hearings.
4. Public comments (first Monday meeting only).
5. Approval of any consent agenda.
6. Items which require the attendance of individuals outside of Board members and administrative personnel.
7. Administrative matters.

Without objection, the chair may call items in any order most convenient for the dispatch of business.

## **VI. Conduct of Debate**

**Rule 12. Powers of the Chair.** The chair, or in his absence the vice-chair, shall preside at all meetings of the board. A member must be recognized by the chair in order to address the board. In the event that both the chair and vice-chair are absent, the members present may by motion elect one of its

members to chair the meeting. The chair shall have the following powers:

1. To rule on points of procedure, including the right to rule out of order any motion patently offered for obstructive or dilatory purposes;
2. To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground;
3. To call a brief recess at any time;
4. To adjourn in an emergency; and
5. To make all appointments to all other boards, commissions and committees under those circumstances where the appointment must be a County Commissioner.

**Rule 13. Presiding Officer When the Chair Is in Active Debate.** If the chair wishes to become actively engaged in debate on a particular proposal, he or she shall designate another board member or county attorney to preside. The chair shall resume the duty to preside as soon as action on the matter is concluded.

**Rule 14. Action by the Board.** The board shall proceed by motion. Any member, including the chair, may make a motion.

**Rule 15. Second Required.** A motion shall require a second in order for it not to die on the floor and in order to initiate debate of said motion, except in the cases of nominations for appointments.

**Rule 16. One Motion at a Time.** A member may make only one motion at a time.

**Rule 17. Substantive Motion.** A substantive motion is out of order while another substantive motion is pending.

**Rule 18. Adoption by Majority Vote.** (a) A motion shall be adopted if approved by a majority of the votes cast, a quorum being present, unless an extraordinary majority is required by these rules or the laws of North Carolina.

(b) A roll call vote shall be required for the following actions:

1. Budget ordinance;
2. Budget amendments;
3. Tax releases and refunds, if not approved as part of the Consent Agenda;
4. Ordinances; and,
5. Upon the request of any member of the Board.

**Rule 19. Debate.** The chair shall state the motion and then open the floor to debate, presiding over the debate according to these general principles:

1. The member making the motion or introducing the ordinance, resolution, or order is entitled to speak first.
2. A member who has not spoken on the issue shall be recognized before someone who has already spoken.
3. To the extent possible, the debate shall alternate between opponents and proponents of the measure.

**Rule 20. Procedural Motions.** (a) In addition to substantive proposals, the procedural motions listed in subsection (b) of this rule, and no others, shall be in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority vote for adoption.

(b) In order of priority (if applicable), the procedural motions are:

1. **To Adjourn.** The motion may be made only at the conclusion of action on a pending matter; it may not interrupt deliberation of a pending matter.
2. **To Take a Recess.**
3. **To Call to Follow the Agenda.** The motion must be made at the first reasonable opportunity or it is waived.
4. **To Suspend the Rules.** The motion requires a vote at least equal to two-thirds of the Commissioners present.
5. **To Divide a Complex Motion and Consider It by Paragraph.**
6. **To Defer Consideration (also, To Table).** A substantive motion whose consideration has been deferred expires one hundred days thereafter, unless a motion to revive consideration is adopted.
7. **To Call the Previous Question.** The motion is not in order until there has been at least fifteen minutes of debate and every member has had one opportunity to speak and a member who has not spoken has had a chance to speak.
8. **To Postpone to a Certain Time or Day.**
9. **To Refer to Committee.** Sixty days after a motion has been referred to a committee, the introducer may compel consideration of the measure by the entire board, regardless

of whether the committee has reported the matter back to the board.

10. **To Amend.** An amendment to a motion must be germane to the subject of the motion, but it may not achieve the opposite effect of the motion. There may be an amendment to the motion and an amendment to an amendment, but no further amendments. Any amendment to a proposed ordinance shall be reduced to writing.
11. **To Revive Consideration.** The motion is in order at any time within one hundred days of a vote deferring consideration of it. A substantive motion on which consideration has been deferred expires one hundred days after the deferral, unless a motion to revive consideration is adopted.
12. **To Reconsider.** The motion must be made at the same meeting at which the original vote was taken, and by a member who voted with the prevailing side. The motion cannot interrupt deliberation on a pending matter but is in order at any time before adjournment.
13. **To Prevent Reconsideration for Six Months.** The motion shall be in order immediately following the defeat of a substantive motion and at no other time. The motion requires a vote equal to at least two-thirds of the Commissioners present, and is valid for six months or until the next regular election of county commissioners, whichever occurs first.

**Rule 21. Renewal of a Motion.** (Intentionally Omitted)

**Rule 22. Withdrawal of Motion.** A motion may be withdrawn by the introducer at any time before the chair puts the motion to a vote.

**Rule 23. Duty to Vote.** It is the duty of each member to vote unless excused by a majority vote according to law. The board may excuse members from voting on matters involving their own financial interest or official conduct. A member who wishes to be excused from voting shall so inform the chair, who shall take a vote of the remaining members. A member who believes another member should be excused from voting shall inform the chair, who shall take a vote of the remaining members. A member who fails to vote, not having been excused, shall be recorded as voting in the affirmative.

**Rule 24. Prohibition of Secret Voting.** No vote may be taken by secret ballot. If the board decides to vote by written ballot, each member shall sign his or her ballot and the minutes shall record the vote of each member. These ballots shall be retained and made available for public inspection until the minutes of that meeting have been approved, at which time they may be destroyed.

**Rule 25. Action by Reference.** The board shall not deliberate, vote, or otherwise act on any matter by reference to an agenda or document number unless copies of the agenda or documents being referenced are available for public inspection at the meeting and are so worded that people at the meeting can understand what is being discussed or acted on.

**Rule 26. Introduction of Ordinances, Resolutions, and Orders.** A proposed ordinance shall be deemed introduced at the first meeting at which it is on the agenda, regardless of whether it is actually considered by the board, and its introduction shall be recorded in the minutes.

**Rule 27. Adoption, Amendment, or Repeal of Ordinances.** To be adopted at the meeting where first introduced, an ordinance or any action with the effect of an ordinance, or any ordinance amending or repealing an existing ordinance (except the budget ordinance, a bond order, or another ordinance requiring a public hearing before adoption) must be approved by all members of the board of commissioners. If the proposed measure is approved by a majority of those voting but not by all the members of the board, or if the measure is not voted on at the meeting where introduced, it shall be considered at the next regular meeting of the board. If the proposal receives a majority of the votes cast at the next meeting or within one hundred days of being introduced, it is adopted.

**Rule 28. Quorum.** (a) A majority of the board membership shall constitute a quorum. The number required for a quorum is not affected by vacancies. If a member has withdrawn from a meeting without being excused by majority vote of the remaining members present, he or she shall be counted as present for the purposes of determining whether a quorum is present. The board may compel the attendance of an absent member by ordering the sheriff to take the member into custody.

(b) A member or members of the Board participating from a remote location by simultaneous communication shall be counted as present for quorum purposes, and all votes of members of the board made during an official meeting with simultaneous communication shall be counted as if the member were physically present in the place of the official meeting, provided all of criteria outlined in this Rule 28, and Rule 6(f) above, are met.

**Rule 29. Public Hearings.** Public hearings required by law or deemed advisable by the board shall be organized by a special order, adopted by a majority vote, setting forth the subject, date, place, and time of the hearing as well as any rules regarding the length of time allotted to each speaker and designating representatives to speak for large groups. At the appointed time, the chair shall call the hearing to order and preside over it. When the allotted time expires, the chair shall declare the hearing ended and the board shall resume the regular order of business.

**Rule 30. Quorum at Public Hearings.** A quorum of the board as provided in Rule 28 shall be required at all public hearings required by law.

**Rule 31. Minutes.** Minutes shall be kept of all board meetings.

**Rule 32. Appointments.**

A. Policy.

1. Appointments will be made according to the North Carolina General Statutes, when applicable.

2. The board shall at all times comply with the North Carolina Constitutional and statutory prohibitions on dual-office holding

3. No citizen may serve more than ten (10) consecutive years on any board, commission, committee or authority unless the individual has served for less than 10 years at the time the term expires then he/she shall be eligible for re-appointment of one additional term. An individual recommended by a municipal governing body for appointment to a board, commission, committee or authority which operates under the auspices of that municipality shall be exempt from the ten (10) consecutive years requirement. This policy may be waived, if the Board of County Commissioners determines that the removal of a number of individuals made ineligible by this ordinance would be detrimental to the functioning of that board, commission or committee.

4. If an appointee has unexcused absences which constitute more than 25% of the Board meetings in any calendar year which he or she is required to attend pursuant to his or her appointment, he or she may be asked to resign by the chairman of the board, commission or committee. Excused absences are defined as absences caused by events beyond one's control. If the individual refuses to resign when asked he or she may be dismissed by action of the Board of County Commissioners subject to state or local law. A calendar year is to be defined as a 12 month period beginning on the date of appointment.

5. No person may be appointed to any board, committee, commission or authority hereunder if they are currently delinquent in any ad valorem property taxes due to Craven County.

6. Appointees must uphold County Policies pertaining to the board, commission, or committee he or she serves.

7. Each County Commissioner will have available to him or her an Appointments Binder containing a list of all County appointments, with the following data provided:

- Name of board, commission or committee;
- Brief summary on the functions;
- Statute or cause creating board, commission, or committee;
- Number of members and terms of office;
- Current members and terms of office, including addresses and telephone numbers and number of terms served; and
- Regular meeting day, time, and location, if determined.

A copy of the Appointments Binder will be on file in the Offices of the County Manager and Clerk to the Board of Commissioners and shall be available for public inspection.

8. No member of the Craven County Board of Commissioners, their spouse, or immediate family

member will receive any compensation for serving on any board or committee appointed by the Craven County Board of Commissioners. Provided, however, the preceding sentence shall not apply in those circumstances where such person was receiving compensation for such services if they were appointed prior to the relevant Commissioner being sworn in as a member of the Board. Reimbursement for necessary out of pocket expenses for meals and travel would be allowable if incurred in the discharge of their duties regarding said board or committee.

#### B. Procedure.

1. Notification of available appointments. (a) A list of available positions stating terms of office, requirement for office, and duties of positions shall be available for public inspection at the Office of the Clerk to the Board of County Commissioners.

(b) A list of available positions that will be considered by the Board of Commissioners during the year will be published in the newspapers of Craven County one time during the month of December.

2. Selection Process. (a) Individuals interested in applying for appointment, excluding individuals being considered for reappointment and for sitting members of the Board of Commissioners, shall submit a written application in the form approved by the county, to the Clerk of the Board of County Commissioners.

(b) The Board shall receive notification that vacancies exist on the various boards and commissions appointed by the commissioners. This notification along with applications of interested citizens shall be provided the Board at a regular meeting by the Clerk to the Board.

(c) Nominations for vacancies made be made at the same meeting at which the vacancy is considered; provided, however, that upon a motion and second, nominations may be delayed until a subsequent meeting upon a simple majority vote. Once the floor is opened for nominations, the members shall put forth nominations, no second required and debate such nominations where necessary. When the debate has ended, the Clerk to the Board shall call the roll of the members and each member shall cast a vote. The nominee who receives the highest votes shall be the nominee appointed.

3. Applications. All applications for appointments shall remain active and on file with the Clerk to the Board of County Commissioners one (1) year.

#### **Rule 33. Intentionally Omitted.**

### **VII. Budget**

**Rule 34. Budget Additions.** In order for Craven County to operate in a more efficient manner, there needs to be a very minimum of changes to the budget after its adoption. It is imperative that budget requests be realistic and sufficient at the budget preparation time, that the approved budgets be accepted and remain unchanged for the entire fiscal year.

Exceptions to this practice shall be either:

- (a) Emergencies (unable to have foreseen at budget preparation time) that arise after the budget is adopted and are of such a nature that the department is not able to function for the remainder of the fiscal year.
- (b) New revenue (not available at budget time) is made available for specifically needed County functions.
- (c) New state and/or federal requirements are made mandatory after the budget is adopted that requires additional funding.
- (d) Capital outlay items requested, but not approved, shall only be requested again during the next budgetary process, if deemed needed.
- (e) Positions requested, but not approved, also should not be resubmitted (in mid-budgetary year) until the next fiscal year budget is submitted, due to the excessive impact on funding for the following fiscal year. (Realistically, when positions are approved for part of a year, they are also being approved for the next year's funds.)

**Travel Policy for Commissioners**

Reimbursement to Craven County Commissioners for travel beyond the monthly travel allowance will be made in accordance with the following guidelines:

- Approval of out-of-county travel, both in state and out-of-state, will be required.
- Out of county travel which is included in the budget for routinely occurring events will not require additional pre-approval. Commissioners may pool their pro rata share of the travel budget by mutual agreement.
- The Chairman or a majority of the Board will approve all other travel in advance, including any requests for advances and travel allowances, after making a determination as to the need for the travel, expected benefits and cost effectiveness of the proposed travel.
- A determination made by the Chairman, solely, may be appealed to the full Board by the Commissioner making the request.
- A majority of the Board will approve all such requests for unbudgeted travel by the Chairman in advance.
- When the Chairman has determined that the travel request conforms to the foregoing guidelines, the procedures and parameters governing travel reimbursement contained in the existing employee travel policy will apply.

**Rule 35. Requests from Nonprofit Organizations.** When budget requests are being made by nonprofit agencies or other political bodies, the chairman of the respective entity must accompany the administrator (if present) in making the request on behalf of their prior official (voted on) action taken by the organization for these requested funds. In lieu of the respective chairman being present at the Craven County Board of Commissioners' meeting, a letter may be submitted to the county commissioners with the original signature of the respective agency's or organization's chairman, noting that this is the official action of the entity regarding their prior action.

The purpose of this policy statement is to ensure that there is an actual dialogue between the chief board member of the requesting agency and the Board of Craven County Commissioners. It is felt that with more direct communication, that there will be a better actual understanding of the needs of the organization by the Craven County Board of Commissioners. Also, this provides an opportunity for better communications regarding items that affect the use of tax monies.

**Rule 36. Advancement of Funds to Agencies Receiving County Appropriations.** Craven County appropriates county funds to certain agencies and organizations in the county as part of the annual budget process. It has been the practice of the County to disburse such appropriations, which annually exceed \$5,000 in equal monthly installments. However, there have been occasions in the past where it has been necessary for agencies and organizations to request the disbursement of funds on an accelerated basis in order to meet cash flow needs. It is the position of the Board of Commissioners that such requests for accelerated payments should be limited and require Board approval. Therefore the following guidelines have been enforced concerning the advancement of funds to agencies receiving County appropriations:

- (a) That all agencies receiving monthly disbursements of County appropriations must receive approval of the Board of County Commissioners for any advancement of funds.
- (b) That this policy shall be effective with the adoption of the annual budget for fiscal year 1992-93.
- (c) That nothing in this resolution shall prevent the lump sum disbursement of appropriations for amounts \$5,000.00 or less per year, or for special purposes as authorized by the Board.
- (d) If the appropriation is designated for a specific purpose the funds will not be disbursed until the organization provides documentation of either a commitment to proceed to accomplish the specific purpose (such as a contract) or documentation that the purpose has already been accomplished (invoice).

The funds may be disbursed in a lump sum if the specific purpose requires a lump sum payment by the organization.

## VIII. Conflicts of Interest

**Rule 37. Policy Statement on Conflicts of Interest.** Implicit in the operations and conduct of Craven County Government is the constant expectation that the Craven County Board of Commissioners recognize that in all their transactions and at all times they are subject to the duty of undivided loyalty to the County. The nature of their obligations is such that it demands positive action on their part to affirmatively protect and promote the interest of Craven County committed to their care, and at all times to avoid situations where their self-interests, ACTUAL or APPARENT, may be of such nature or extent as to conflict with performance of that primary responsibility.

(a) Article I. The scope of human activity is so broad that it is unadvisable to attempt to enumerate here all possible areas in which a conflict of interest might arise. Consequently, the following is an illustrative list only, and is not intended to proscribe all aspects of the conduct of the Board in their capacity as Craven County Commissioners:

- (1) No member of the Craven County Board of Commissioners should use their positions or the knowledge gained therein in such manner that a conflict between Craven County's interests and their personal interests arise. Both the FACT and the APPEARANCE of the conflicting interests are to be avoided.
- (2) Members of the Board should refrain from transmitting any knowledge of County considerations or decisions or any other information which might be prejudicial to the interest of the County to any person other than in connection with the discharge of their responsibility.
- (3) If any applicable statutes or laws exist, STRICT COMPLIANCE with the provisions of such statutes or laws is expected, whether local, state or federal.
- (4) Whenever a Board member has a personal interest, whether individually or through another party that has or may have business dealings with the County, he shall disclose that interest to the chair (or in the case of the chair, to the County Manager) for proper consideration and action.
- (5) Whenever a Board member has an opportunity to engage in a transaction in which the County would otherwise wish to engage in, he shall disclose that interest to the chair (or in the case of the chair, to the County Manager) for proper consideration and action.
- (6) If a Board member is in a position where access to the County's confidential information may materially influence his decisions in another party engaged in business with the County, he shall decline that information.

(7) If a Board member is in a position where access to the County's confidential information may materially influence his personal financial or investment decisions, he shall decline that information.

(8) Board members shall at all times fully comply with the Craven County Board of Commissioners' Ethics Policy.

(b) Article II. Members of the Board shall comply with all laws and requirements governing conflicts of interest, self-benefiting, gifts and favors, and misuse of confidential information, as required by N.C.G.S. §§14-234, 14-234.1, and 133-32.

(c) Article III. If at any time an elected official finds that they are in doubt as to the proper application of the County's policy on conflicts of interest with respect to any particular situation, or they find that they might have a financial interest or outside relationship which might involve a conflict of interest, they should immediately make all the facts known to the chair (or in the event of the chair, to the County Manager), for proper consideration and action.

#### **IX. Amendments**

**Rule 38. Amendments.** These Rules of Procedure may be amended by a simple majority of the entire membership of the Board of Commissioners. However, no amendment shall be effective until the next regular meeting after any such amendment is approved; provided however, if the amendment is approved by the unanimous vote of the Board of Commissioners, then the amendment shall be effective immediately unless some other effective date is identified.



Gwendolyn Bryan &lt;gbryan@cravencountync.gov&gt;

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**FW: Re-appointment of Arlene Clifton to ECRHA Board**

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**Robin Lancaster** <rlancaster@ecrha.org>

Thu, Apr 30, 2015 at 9:28 AM

To: "gbryan@cravencountync.gov" &lt;gbryan@cravencountync.gov&gt;

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**From:** Robin Lancaster  
**Sent:** Thursday, April 30, 2015 9:17 AM  
**To:** 'gbryan@Craveenconc.gov'  
**Subject:** Re-appointment of Arlene Clifton to ECRHA Board

Good Morning Gwen,

As I stated in our conversation, Ms. Arlene Clifton has been a great asset to the Housing Authority during her term, having valuable housing, rental, housing, maintenance, and construction knowledge. She regularly attends our meetings, and attends via Conference when she can't come in person.

The Housing Authority has two Commissioners leaving at the end of the current term on June 30, 2015. It would be in the best interest of the Housing Authority to have some continuity for the upcoming term. We have in the past received appointees having no common sense, knowledge or skills to bring to the position and this makes everyone's job harder. Ms. Clifton has done an excellent job for the Authority as a Board member, and we hope that she is reappointed to continue to share her knowledge and expertise as a member of the ECRHA Board of Commissioners.

Robin T. Lancaster  
Executive Director  
Eastern Carolina Regional Housing Authority  
P. O. Box 1315  
Goldsboro, NC 27533-1315

Phone: 919-735-0435

Email: [rlancaster@ecrha.org](mailto:rlancaster@ecrha.org)

**RESOLUTION**  
**Tax Parcel Number 1-044-264, Craven County, North Carolina**

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by the County, identified as Tax Parcel Number 1-044-264, and being more particularly described herein; and

WHEREAS, the Board of Commissioners is authorized to sell the County's interest in the property pursuant to North Carolina General Statute §160A-269; and

WHEREAS, the offer to purchase was advertised as required by said statute; and

WHEREAS, the offer to purchase was in the sum of \$2,200.00 by Hicks Propane, Inc.; that no increased bids were received; and

WHEREAS, the Board of Commissioners deems it advisable and in the best interest of the County to sell its interest in the subject property to the successful bidder and to convey its interest in said property by quitclaim deed.

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

Section 1. That the last and highest bid of Hicks Propane, Inc. in the sum of \$2,200.00 for said parcel identified as Tax Parcel Number 1-044-264, and being more particularly described herein, be and the same is hereby accepted as to the County's interest in said property, and the Chairman, County Manager and/or Clerk be and they are hereby authorized and directed to execute a quitclaim deed to the purchasers for the County's interest in said property, and to further execute any and all other documents related to the sale of the same..

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has been executed on behalf of the County, upon payment of the purchase price.

Section 3. That the subject property is more particularly described as follows:

All that certain lot or parcel of land lying and being situate in Number One (1) Township, Craven County, North Carolina, and being more particularly described as follows:

All of that certain property more fully described in Deed Book 3271 at Page 924 in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 1-044-264.

ADOPTED THIS 4<sup>th</sup> DAY OF MAY, 2015.

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STEVE TYSON, Chairman

(County Seal)

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GWENDOLYN BRYAN,  
Clerk to the Board

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NORTH CAROLINA  
CRAVEN COUNTY

Tax Parcel No. 1-044-264  
Revenue Stamps \$0.00

**QUITCLAIM DEED**

THIS QUITCLAIM DEED made this \_\_\_\_ day of May, 2015, by and between **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantor”); to **HICKS PROPANE, INC.** (“Grantee”), whose mailing address is 8815 Main Street, Vanceboro NC 28586, is as follows:

**WITNESSETH:**

That said Grantor for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor paid by the Grantee, the receipt of which is hereby acknowledged, has remised and released, and by these presents does remise, release and forever quitclaim unto the Grantee, Grantee’s heirs, successors and assigns, pursuant to N.C.G.S. Section 160A-274, the following described property, **which said property does not include the primary residence of the Grantor** to wit:

**SEE EXHIBIT “A” ATTACHED HERETO  
AND INCORPORATED HEREIN BY REFERENCE.**

TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee, Grantee’s heirs, successors and assigns, free and discharged from all right, title, claim or interest of the said Grantor or anyone claiming by, through or under the Grantor.

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Prepared By:  
Jimmie B. Hicks, Jr.  
Sumrell, Sugg, Carmichael, Hicks and Hart, P.A.  
Attorneys at Law  
416 Pollock Street  
New Bern, North Carolina 28560

IN TESTIMONY WHEREOF, **CRAVEN COUNTY** has caused this instrument to be executed as its act and deed by the Chairman of its Board of Commissioners, attested by its Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Commissioners, as of the day and year first above written.

**CRAVEN COUNTY**

(COUNTY SEAL)

\_\_\_\_\_  
By: STEVE TYSON, Chairman  
Craven County Board of Commissioners

ATTEST:

\_\_\_\_\_  
GWENDOLYN M. BRYAN, Clerk  
Craven County Board of Commissioners

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, Notary Public in and for said County and State, do hereby certify that on the \_\_\_\_ day of May, 2015, before me personally appeared STEVE TYSON, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that GWENDOLYN M. BRYAN is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate described in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the \_\_\_\_ day of May, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

EXHIBIT A

The following parcel or tract of land situate and lying in the Number Nine (1) Township located in Craven County, North Carolina, and being more particularly described as follows:

STARTING at the point where U.S. Highway No. 17 intersects the centerline of the Norfolk and Southern Railroad right-of-way near the Town of Vanceboro and running thence along and with the centerline of U.S. Highway No. 17 in a Southerly direction 181.3 feet and running thence North 77 degrees 00 minutes West 900.8 feet to an iron pipe the point and place of beginning and running thence from said point of beginning so located. North 77 degrees 00 minutes West 105.00 feet to an iron pipe and running thence North 13 degrees 00 minutes East 418.14 feet to an iron pipe and running thence South 75 degrees 59 minutes East 105.00 feet to an iron pipe and running thence North 13 degrees 00 minutes East 416.27 feet to an iron pipe the point and place of beginning and containing 1 acre more or less and being Lot No. 3 as shown on that survey entitled "Map for Mary Ruth Lewis" by Joseph Hagler, Jr., Registered Land Surveyor, dated July 6, 1982. Subject to a 24 foot wide easement along Southern Boundary line for ingress, egress, and regress to owner of Lot 4 as described in Deed recorded in Book 1020, Page 630, Craven County Registry.

This property is also commonly referred to by its tax parcel identification number which is 1-044-264.

Subject to restrictive covenants and easements of record.

**OWNER AFFIDAVIT AND INDEMNITY AGREEMENT  
(NO RECENT IMPROVEMENTS AND NO EXECUTORY CONTRACTS FOR IMPROVEMENTS)**

**PARTIES:** All parties identified in this section must execute this Agreement.

Owner: **CRAVEN COUNTY, a body politic and corporate**

(NOTE: A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

**PROPERTY:** See "EXHIBIT A" attached hereto and incorporated herein by reference

(Insert street address or brief description and/or attach a description as Exhibit A. Include here any real estate that is a portion of a larger, previously unsegregated tract when that area is reasonably necessary for the convenient use and occupation of Improvements on the larger tract.)

**DEFINITIONS:** The following capitalized terms as used in this Agreement shall have the following meanings:

- **Improvement:** All or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, including trees and shrubbery, driveways, and private roadways on the Property as defined below.
- **Labor, Services or Materials:** ALL labor, services, materials for which a lien can be claimed under NCGS Chapter 44A, Article 2, including but not limited to professional design services (including architectural, engineering, landscaping and surveying) and/or rental equipment.
- **Contractor:** Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner of real property for the making of an Improvement thereon. (Note that services by architects, engineers, landscapers, surveyors, furnishers of rental equipment and contracts for construction on Property of Improvements are often provided before there is visible evidence of construction.)
- **120-Day Lien Period:** The 120 days immediately preceding the date of recordation of the latter of the deed to purchaser or deed of trust to lender in the Office of the Register of Deeds of the county in which the Property is located.
- **Owner:** Any person or entity, as defined in NCGS Chapter 44A, Article 2, who has or has had any interest in the Property within the 120-Day Lien Period. For the purposes of this Agreement, the term Owner includes: (i) a seller of the Property or a borrower under a loan agreement secured by the Property; (ii) a person with rights to purchase the Property under a contract and for whom an Improvement is made and who ordered the Improvement to be made; and (iii) the Owner's successors in interest and agents of the Owner acting within their authority.
- **Company:** The title insurance company providing the title policy for the transaction contemplated by the parties herein.
- **Property:** The real estate described above or on Exhibit A and any leaseholds, tenements, hereditaments, and improvements placed thereon.
- All defined terms shall include the singular or plural as required by context.

**AGREEMENT:** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the purchase of the Property by a purchaser and/or the making of a loan by a lender secured by a deed of trust encumbering the Property and the issuance of a title insurance policy or policies by Company insuring title to the Property without exception to liens for Labor, Services or Materials; Owner first being duly sworn, deposes, says and agrees:

1. **Certifications:** Owner certifies that at no time during the 120-Day Lien Period have any Labor, Services or Materials been furnished in connection with a contract, express or implied, for Improvements to the Property (including architectural, engineering, landscaping or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A) nor have any Labor, Services or Materials been furnished on the Property prior to the 120-Day Lien Period that will or may be completed after the date of this affidavit OR only minor repairs and/or alterations to pre-existing Improvements have been made and Owner certifies such repairs and/or alterations have been completed and those providing Labor, Services or Materials for the repairs have been paid in full. The Owner further certifies that no Mechanics Lien Agent has been appointed.

2. **Reliance and Indemnification:** This Agreement may be relied upon by the purchaser in the purchase of the Property, a lender to make a loan secured by a deed of trust encumbering the Property and by Company in issuance of a title insurance policy or policies insuring title to the Property without exception to matters certified in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon Owner and anyone claiming by, through or under Owner.

Owner agrees to indemnify and hold purchaser, lender, and Company harmless of and from any and all loss, cost, damage and expense of every kind, and attorney's fees, costs and expenses, which the purchaser, lender or Company shall or may incur or become liable for, directly or indirectly, as a result of reliance on the certifications of Owner made herein or in enforcement of the Company's rights hereunder.

3. **NCLTA Copyright and Entire Agreement:** This Agreement and any attachments hereto represent the entire agreement between the Owner and the Company, and no prior or contemporaneous agreement or understanding inconsistent herewith (whether oral or written) pertaining to such matters is effective. THIS IS A COPYRIGHT FORM and any variances in the form provisions hereof must be specifically stated in the blank below and agreed to in writing by the Company.

No modification of this Agreement, and no waiver of any of its terms or conditions, shall be effective unless made in writing and approved by the Company.

<b>PROVIDING A FALSE AFFIDAVIT IS A CRIMINAL OFFENSE</b>		
<b>EXECUTION BY OWNER</b>		
<p><b>CRAVEN COUNTY, a body politic and corporate</b></p>  <p>By: _____</p> <p>Printed or Typed Name/Title: _____</p> <p>(Seal)</p>	<p>State of <u>NORTH CAROLINA</u> County of <u>CRAVEN</u></p> <p>Signed and sworn to (or affirmed) before me this day by</p> <p>_____</p> <p>As _____ of</p> <p><u>Craven County, a body politic and corporate.</u></p> <p>Date: _____</p> <p>_____, Notary Public</p> <p>My Commission Expires: _____</p>	<p>(After Official/Notarial Seal)</p>

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## EXHIBIT A

The following parcel or tract of land situate and lying in the Number Nine (1) Township located in Craven County, North Carolina, and being more particularly described as follows:

STARTING at the point where U.S. Highway No. 17 intersects the centerline of the Norfolk and Southern Railroad right-of-way near the Town of Vanceboro and running thence along and with the centerline of U.S. Highway No. 17 in a Southerly direction 181.3 feet and running thence North 77 degrees 00 minutes West 900.8 feet to an iron pipe the point and place of beginning and running thence from said point of beginning so located. North 77 degrees 00 minutes West 105.00 feet to an iron pipe and running thence North 13 degrees 00 minutes East 418.14 feet to an iron pipe and running thence South 75 degrees 59 minutes East 105.00 feet to an iron pipe and running thence North 13 degrees 00 minutes East 416.27 feet to an iron pipe the point and place of beginning and containing 1 acre more or less and being Lot No. 3 as shown on that survey entitled "Map for Mary Ruth Lewis" by Joseph Hagler, Jr., Registered Land Surveyor, dated July 6, 1982. Subject to a 24 foot wide easement along Southern Boundary line for ingress, egress, and regress to owner of Lot 4 as described in Deed recorded in Book 1020, Page 630, Craven County Registry.

This property is also commonly referred to by its tax parcel identification number which is 1-044-264.

Subject to restrictive covenants and easements of record.

**RESOLUTION**

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by it identified as Tax Parcel Number 2-040-114, and more particularly described in Deed Book 3268 at Page 893 in the Craven County Registry (hereinafter the "Real Property"), a copy of said offer is attached hereto as Exhibit A; and

WHEREAS, the Board of Commissioners is authorized to sell the County's interest in the property pursuant to the provisions of North Carolina General Statute §160A-269.

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

1. That the Board of Commissioners hereby authorizes the initiation of the upset bid process for the Real Property by advertising notice of the offer to purchase in accordance with the provisions of North Carolina General Statute §160A-269.
2. That the County Manager, Clerk and/or Attorney are authorized to take all actions necessary to accomplish the purposes of this Resolution.

ADOPTED THIS 4<sup>th</sup> DAY OF MAY, 2015.

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STEVE TYSON, Chairman

(County Seal)

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GWENDOLYN BRYAN,  
Clerk to the Board

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

NICHOLAS A. GRANO, III, as Buyer, hereby offers to purchase and CRAVEN COUNTY, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

**1. REAL PROPERTY:** Located in Township 2, near the Town of Bridgeton, Craven County, North Carolina, being known as and more particularly described as:

Street Address: 230 Avery Road

Subdivision Name: n/a

Tax Parcel ID No.: 2-040-114

Plat Reference: n/a

Being all of that property more particularly described in Deed Book 3268, Page 893 in the Craven County Registry.

**2. PURCHASE PRICE:** The purchase price is **\$3,500.00** and shall be paid as follows:

(a) **\$500.00** EARNEST MONEY DEPOSIT with this offer by  cash  bank check  certified check  other: N/A to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) **\$3,000.00** BALANCE of the purchase price in cash or readily available funds at Closing.

**3. CONDITIONS:**

(a) This contract is not subject to Buyer obtaining financing.

(b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

(c) The Property is being sold subject to all liens and encumbrances of record, if any.

(d) Other than as provided herein, the Property is being conveyed "as is".

(e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.

(f) Title shall be delivered at Closing by QUITCLAIM DEED

**4. SPECIAL ASSESSMENTS:** Seller makes no warranty or representation as to any pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, or pending or confirmed owners' association special assessments. Buyer shall take title subject to all pending assessments, if any.

**5. PAYMENT OF TAXES:** Any Ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.

**6. EXPENSES:** Buyer shall be responsible for all costs with respect to any title search, title insurance, recording of the deed, its legal fees, and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for any excise tax (revenue stamps) required by law.

**7. EVIDENCE OF TITLE:** Not Applicable.

**8. CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before **May 31, 2015**.

The deed is to be made to: **NICHOLAS A. GRANO, III** or assign(s).

**CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.**

**9. POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing.

**10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:**

(a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is". Seller makes no representation as to water, sewer, conditions, title, access, or fitness for any intended use.

(b) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.**

**11. RIGHT OF ENTRY, RESTORATION AND INDEMNITY:** Buyer and Buyer's agents and contractors shall not have the right to enter upon the Property for any purpose without advance written permission of the Seller. If such permission is given, Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof.

**12. OTHER PROVISIONS AND CONDITIONS:** (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.): None.

Buyer Initials NA G Seller Initials \_\_\_\_\_

- 13. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.
- 14. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).
- 15. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 17. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.
- 18. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:

NICHOLAS A. GRANO, III

Nicholas A. Grano III by Gary Tarquinio (SEAL)

By: Gary Tarquinio, Power of Attorney

Date: MAR 11, 2015

SELLER

CRAVEN COUNTY

By: \_\_\_\_\_ (SEAL)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer Initials NAG Seller Initials \_\_\_\_\_



# OFFICIAL CHECK

M16779 40069950

50 [REDACTED]

ISSUING BRANCH 6078101 - NEW BERN - MAIN

DATE MARCH 10, 2015

68-236/514

PAY TO THE ORDER OF CRAVEN COUNTY

\$

BB&T 500000

\*\* \$500.00 \*\*

DOLLARS

BB&T

AUTHORIZED SIGNATURE

*Antony Montes*

MEMO/PURCHASER NICHOLAS GRANT

⑈ 50 [REDACTED] ⑈ ⑆ 05 [REDACTED] ⑆ 00 [REDACTED] ⑈

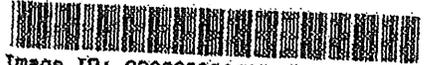


Image ID: 000002330101 Type: CRP  
Recorded: 03/28/2014 at 02:43:10 PM  
Fee Amt: \$33.00 Page 1 of 3  
Revenue Tax: \$7.00  
Workflow# 0000111387-0001  
Craven, NC  
Sherril B. Richard Register of Deeds

bk 3268 pg 893

NORTH CAROLINA

COMMISSIONER'S DEED

CRAVEN COUNTY

Revenue Stamps: \$7.00  
Parcel # 2-040-114

THIS COMMISSIONER'S DEED, made and executed this 27<sup>th</sup> day of March, 2014, by and between AARON D. ARNETTE, Commissioner, pursuant to a judgment of the District Court of the N.C. General Court of Justice in Craven County, North Carolina in an action entitled "Craven County, Plaintiff v. Charles C. Harrell, Sr., et al (File No. 13 CVD 349)", Grantor, to Craven County, whose mailing address is: 406 Pollock Street, New Bern, North Carolina 28560, Grantee.

WITNESSETH:

WHEREAS, said Aaron D. Arnette, Commissioner, being empowered and directed by a judgment in the said action, did, on the 13<sup>th</sup> day of February, 2014, after due advertisement according to law, and as directed by said judgment, expose the land hereinafter described to public sale at the door of the Craven County Courthouse, where and when Craven County became the last and highest bidder for said land at the public sale for the sum of \$3,496.48; and

WHEREAS, on the 13<sup>th</sup> day of February, 2014, Aaron D. Arnette, Commissioner, reported to the Court that Craven County was the last and highest bidder for said property in the amount of \$3,496.48; and,



Image ID: 000002330102 Type: CRP  
Page 2 of 3

BK 3268 PG 894

WHEREAS, more than 10 days elapsed since the report of sale or most recent upset bid was filed; and

WHEREAS, an order confirming the sale to Craven County was entered by the Assistant Craven County Clerk of Superior Court on or about March 27<sup>th</sup>, 2014; and

WHEREAS, on or about March 27<sup>th</sup>, 2014, Aaron D. Arnette, Commissioner, was ordered by judgment of said Court to execute a deed in fee simple to Craven County; and

NOW THEREFORE, in consideration of the premises, the said Aaron D. Arnette, Commissioner, as aforesaid, does hereby grant, bargain, sell, and convey to Craven County all of that certain tract or parcel of land lying, situate and being in Number Two Township, Craven County, North Carolina, and described as follows:

**Beginning at a point in the eastern bank of Forest Canal, being the northeastern corner of Lot No. 8 and the southeastern corner of Lot No. 9 herein described and running thence South 46° 24' 00" West 104.50 feet; thence North 52° 56' 19" West 56.94 feet; thence North 61° 01' 00" West 110.90 feet to a point; thence North 28° 59' 00" East 201.68 feet to a point; thence along the southern bank of Forest Canal South 21° 40' 54" East 57.80 feet to a point; thence continuing along the southern bank of Forest Canal South 35° 31' 45" East 170.43 feet to the place and point of beginning containing approximately 25,760 plus or minus square feet and being Lot No. 9 as shown on that certain map or plat prepared by Frank P. Toler, Registered Surveyor, August 22, 1970 for Noah T. and Mary G. Fulcher.**

**Subject to a right of way or easement for the purpose of drainage along the Forest Canal.**

**This property is also commonly referred to by its tax parcel identification number which is 2-040-114.**

**This parcel is not the primary residence of the grantor.**

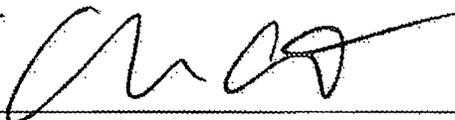


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Page 3 of 3

BK 3268 PG 895

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging to Craven County, the said Grantee, in fee simple forever, in as full and ample manner as said Aaron D. Arnette, Commissioner, as aforesaid, is authorized and empowered to convey same.

IN WITNESS WHEREOF, the said Aaron D Arnette, Commissioner, hath hereunto set his hand and seal the day and year first above written.

  
\_\_\_\_\_  
Aaron David Arnette, Commissioner (SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF CRAVEN

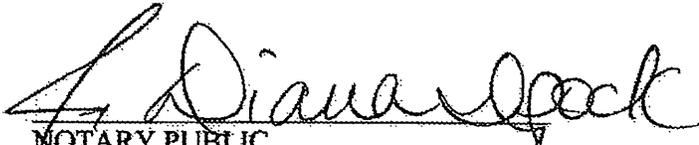
I, J. Diana Ipock, a Notary Public of the County of Surry, State of North Carolina, do hereby certify that Aaron D. Arnette, Commissioner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

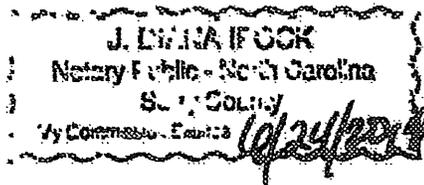
WITNESS my hand and notarial stamp or seal, this 27<sup>th</sup> day of March, 2014.

My Commission Expires:

6/24/2017

LSS45763

  
\_\_\_\_\_  
NOTARY PUBLIC



## Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 3/12/2015 11:09:22 AM

Parcel ID : 2-040 -114  
 Owner : CRAVEN COUNTY  
 Mailing Address : 406 CRAVEN ST NEW BERN NC 28560  
 Property Address : 230 AVERY RD  
 Description : ALLEN AVERY  
 Lot Description :




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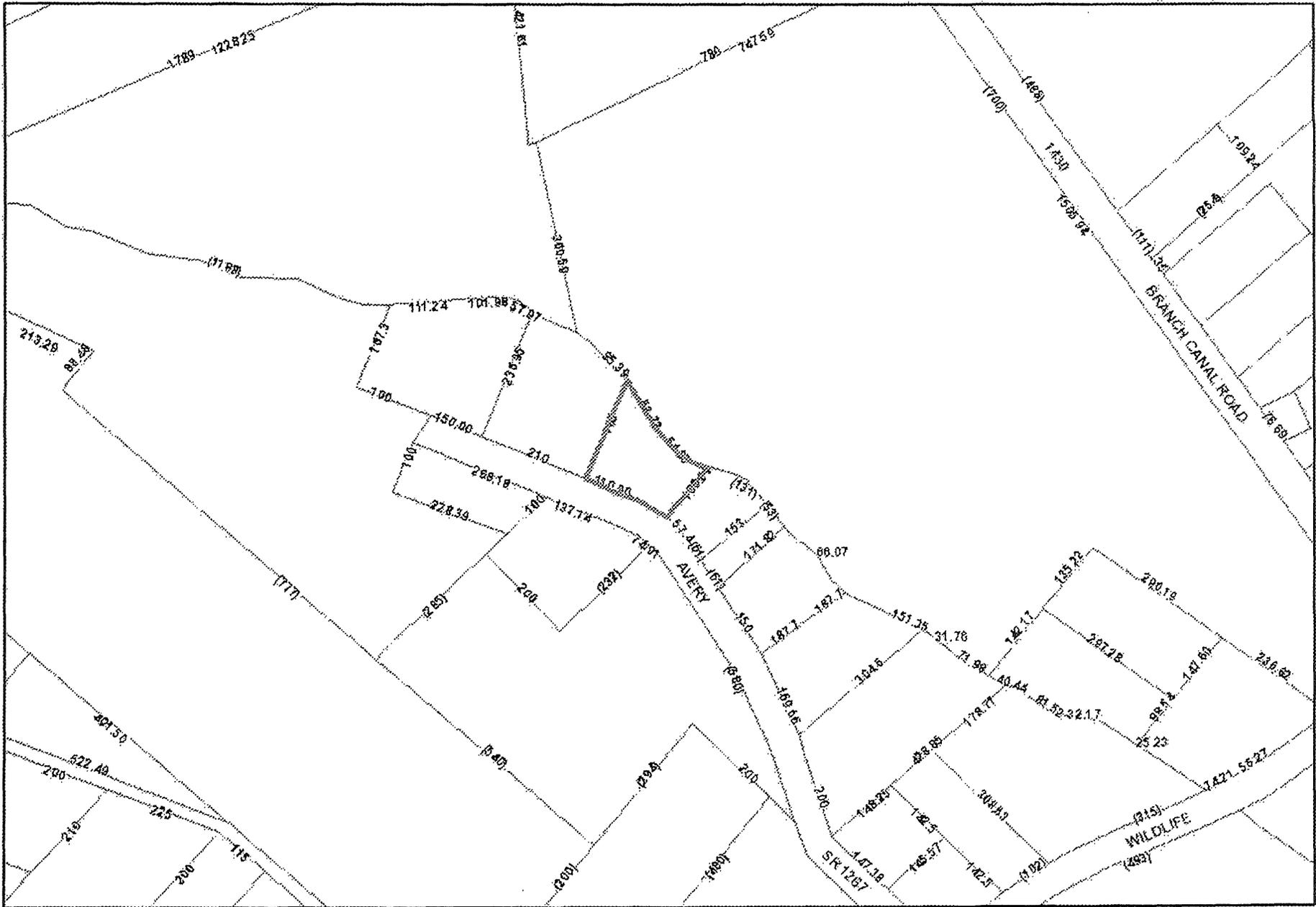
Assessed Acreage : 0.611                      Calculated Acreage : 0.610  
 Deed Reference : 3268-0893                  Recorded Date : 3 28 2014  
 Recorded Survey : A-65-A  
 Estate Number :  
 Land Value : \$15,000                      Tax Exempt : Yes  
 Improvement Value : \$24,410              # of Improvements : 4  
 Total Value : \$39,410  
 City Name :                                  Fire tax District : LITTLE SWIFT CREEK  
 Drainage District :                      Special District :  
 Land use : RES - MFG HOME AS REAL PROP

### Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
3/26/2014	HARRELL, CHARLES C SR HRS	CRAVEN COUNTY	STRAIGHT TRANSFER	\$3,500
6/28/2010	HARRELL, CHARLES C JR	HARRELL, CHARLES C SR	STRAIGHT TRANSFER	\$0
6/28/2010	HARRELL, CHARLES C SR	HARRELL, CHARLES C SR HRS	STRAIGHT TRANSFER	\$0
4/15/2010	HARRELL, CHARLES C & OLALINE	HARRELL, CHARLES C JR	STRAIGHT TRANSFER	\$0
2/14/1997	PENTON, FLOYD & BONITA H	HARRELL, CHARLES C & OLALINE	STRAIGHT TRANSFER	\$41,000
8/30/1994	BURRUS, SYLVIA H	PENTON, FLOYD & BONITA H	STRAIGHT TRANSFER	\$39,500
9/29/1992	STEPHENS, HAROLD E & RUBY J	BURRUS, SYLVIA H	STRAIGHT TRANSFER	\$38,000

### List of Improvements to Site

Type of Structure	Year Built	Base Area 1st Floor	Value
MANUFACTURED HOME - MULTI UNIT	1976	864	\$21,780
STORAGE BUILDING-DETACHED-RES	1976	160	\$1,420
STORAGE BUILDING-DETACHED-RES	1970	156	\$790
CARPORT-DETACHED-RESIDENTIAL	1980	140	\$420



Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes.

1 inch equals 248 feet



DAVIS HARTMAN WRIGHT PLLC  
ATTORNEYS AT LAW

ASHEVILLE      NEW BERN      WILMINGTON

MICHAEL SCOTT DAVIS  
MARK SPENCE HARTMAN  
SHANNON ("MISSY") S. SPAINHOUR  
I. CLARK WRIGHT, JR.

209 POLLOCK STREET  
NEW BERN, NC 28560  
PHONE 252-514-2828  
FAX 252-514-9878

April 14, 2015

Via Email Transmission

Jimmie B. Hicks, Jr.  
Sumrell Sugg  
Attorneys at Law  
Post Office Drawer 889  
New Bern, NC 28563-0889

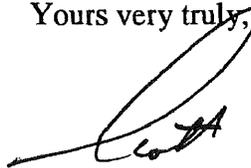
RE: City/County Owned Property at 607 Bern Street

Dear Jimmie:

As you know, the City and County own the above referenced property as a result of the County's foreclosure for unpaid taxes. Based on the taxes owed and the costs incurred by the County and the City, the ownership interest is approximately as follows: County – 59.534%; City – 40.466%. The dwelling on the property is dilapidated and the City would like to demolish it, which will cost approximately \$3,800.00. Please let me know at your earliest convenience if the County wants to pay its pro-rata share of this cost or if it would prefer to donate its interest in the property to the City, in which event the City will pay for the demolition and any asbestos removal.

Kindest regards.

Yours very truly,



MICHAEL SCOTT DAVIS

MSD:pdg

**RESOLUTION**  
**607 Bern Street, New Bern (Tax Parcel Number 8-007-276)**  
**Conveyance of Interests to City of New Bern**

THAT WHEREAS, Craven County (the "County") acquired an interest in that certain property more commonly referred to as 607 Bern Street, New Bern, North Carolina, and further identified as Tax Parcel Number 8-007-276 (the "Real Property"); and

WHEREAS, the County acquired a 59.534% interest in the Real Property, and the City of New Bern (the "City") acquired a 40.466% through a tax foreclosure, as evidenced by that certain Commissioner's Deed recorded in Deed Book 3271 at Page 922 in the Craven County Registry; and,

WHEREAS, the City intends to demolish the improvements at the Real Property, which are dilapidated, in accordance with its duly enacted ordinances; and,

WHEREAS, the City has offered to share the costs of such demolition with the County in proportion to the parties' respective ownership interests, or to undertake all costs related to the same in exchange for the County conveying its interest in the Real Property to the City; and,

WHEREAS, the Board of Commissioners is authorized to convey the County's interest in the Real Property to the City, "upon such terms and conditions as it deems wise, with or without consideration", pursuant to North Carolina General Statute §160A-274; and

WHEREAS, the Board of Commissioners deems it advisable and in the best interest of the County to convey its interest in the Real Property to the City by quitclaim deed.

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

Section 1. That the Real Property be conveyed to the City, by quitclaim deed, without cash consideration but with the express consideration and requirement that all costs of demolition of improvements at the Real Property shall be the sole responsibility of the City.

Section 2. That the Chairman, County Manager and/or Clerk be and they are hereby authorized and directed to execute any and all documents necessary to accomplish the purposes of this Resolution.

ADOPTED THIS 4<sup>th</sup> DAY OF MAY, 2015.

---

STEVE TYSON, Chairman

(County Seal)

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GWENDOLYN BRYAN,  
Clerk to the Board

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