

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MONDAY, FEBRUARY 1, 2016
7:00 P.M.**

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE MINUTES OF JANUARY 19, 2016 REGULAR SESSION

1. PETITIONS OF CITIZENS
 - A. General Comments
 - B. Comments Related to Proposed Resolution Concerning Refugee Resettlement

2. CONSENT AGENDA
 - A. Proclamation Recognizing Mrs. Arabelle Bryant
 - B. Tax Releases and Refunds
 - C. Request to Set Close-Out Public Hearing for FY12 CDBG Infrastructure Program
 - D. Subdivisions for Approval
 - E. Approval of Updates to Sheriff's Department Records Retention Schedule

DEPARTMENTAL MATTERS

3. TAX: Ronnie Antry, Tax Administrator; Glenn Jones, Chief Appraiser
 - A. Report of Unpaid 2015 Taxes
 - B. Revaluation Update

4. SOLID WASTE – SOLID WASTE AGREEMENT: Rusty Cotton, Solid Waste Director

5. ECONOMIC DEVELOPMENT – REQUEST APPROVAL OF GRANT OF EASEMENT TO PIEDMONT NATURAL GAS: Timothy Downs, Economic Development Director

6. DISCUSSION OF PROPOSED DRAFT RESOLUTION ON REFUGEES FROM TERRORIST NATIONS: Commissioner Dacey

7. APPOINTMENTS
8. COUNTY ATTORNEY'S REPORT: Jim Hicks
9. COUNTY MANAGER'S REPORT: Jack Veit
10. COMMISSIONERS' REPORTS

Agenda Date: February 1, 2016

Presenter: _____

Agenda Item No. 1

Board Action Required or Considered: No

PETITIONS OF CITIZENS

Public Comments will proceed pursuant to the Craven County Board of Commissioners' Rules of Procedure, and in accordance with NCGS 153A-52.1, as follows.

A. GENERAL COMMENTS

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.

B. COMMENTS RELATED TO PROPOSED RESOLUTION CONCERNING REFUGEE RESETTLEMENT

In addition to the process stated above, the following applies.

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.

Board Action: Receive information

Agenda Date: February 1, 2016

Presenter: _____

Agenda Item No. 2

Board Action Required or Considered: Yes

CONSENT AGENDA

A. PROCLAMATION RECOGNIZING MRS. ARABELLE BRYANT

On February 7 the Historic Dryborough Association will honor Mrs. Arabelle Bryant as a Community Stalwart and Educator. The Board is requested to adopt the proclamation that appears as Attachment #2.A. for presentation at the event, which will be held at the New Bern Public Library Auditorium.

B. TAX RELEASES AND REFUNDS

The Board will be requested to approve the routine requests for tax releases and refunds contained in Attachment #2.B.

C. REQUEST TO SET CLOSE-OUT PUBLIC HEARING FOR FY12 CDBG INFRASTRUCTURE PROGRAM

The Craven County Planning Department is requesting to set a public hearing on February 15th, 2016 at 8:30 a.m. The purpose of this public hearing is to review the budget and activities that have been accomplished through the County's FY12 CDBG Infrastructure Project. The program activities are complete and the County is in the process of closing out the grant. The program accomplishments included new water service to Henderson-Godette Road in the Harlowe area and substantial sewer improvements within the James City area. Total cost of activities was \$727,358.66 in CDBG Program funds, benefitting 100% low to moderate income households.

D. SUBDIVISIONS FOR APPROVAL

The Board will be requested to approve the following subdivisions. The Planning Board met on January 28 and recommended their approval.

1. **Sandra C. Connor Property – Final**

- Property is owned by Sandra Connor and surveyed by Joe Chance, PLS
- Property is located within Twp. 7, off of US Hwy 70 Service Rd. (SR 1156)
- Parcel ID 7-054-6-015
- Subdivision contains 2 lots on 6.37 acres
- Lots proposed to be served by community water and City of New Bern Sewer

2. **Curtis Lee Morris - Final**

- Property is owned by Curtis L. Morris and surveyed by Gaskins Land Surveying, P.A.
- Property is located within Twp. 1, off of Ward Field Rd. (SR 1451)
- Parcel ID 1-055-011
- Subdivision contains 1 lot on 3.23 acres
- Lot proposed to be served by community water and an existing septic system

3. **George A. Coeyman - Final**

- Property is owned by George A. Coeyman and surveyed by James Simmons Surveying
- Property is located within Twp. 5, off of Temples Point Rd. (SR 1711)
- Parcel ID 5-011-061
- Subdivision contains 1 lot on 5.65 acres
- Lot proposed to be served by community water and an existing septic system

4. **Robin Leary – Final**

- Property is owned by William Pappas, Jeremy Riggs and Justin Riggs and surveyed by Matthews Surveying
- Property is located within Twp. 3, off of Loop Rd. (SR 1252)
- Parcel ID 3-024-055
- Subdivision contains 1 lot on 2.00 acres
- Lot proposed to be served by community water and an individual septic system
- Proposed new road name Jacob Ln.

E. APPROVAL OF UPDATES TO SHERIFF'S DEPARTMENT RECORDS
RETENTION SCHEDULE

The Sheriff's Department requests approval of the updated Sheriff's Departments' Records Retention Schedule which was recently published by the N.C. Division of Archives and Records. This is the standard adopted statewide for County Sheriffs' offices. Attachment #2.E. summarizes the changes from the schedule that has already been in use.

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

Agenda Date: February 1, 2016

Presenters: Ronnie Antry, Glenn Jones

Agenda Item No. 3

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: TAX

A. REPORT OF UNPAID 2015 TAXES

Tax Administrator, Ronnie Antry, will present to the Board the amount of 2015 taxes that remain unpaid which are a lien upon real estate. NCGS 105-369(a) requires this report.

This statute also requires the Board to order him to advertise in a newspaper of general circulation in the County the tax liens for 2015. The Board is requested to authorize that the liens be advertised in *The Sun Journal* on April 18, 2016.

Board Action: Authorize advertisement of liens.

B. REVALUATION UPDATE

Chief Appraiser, Glenn Jones, and Mr. Antry will update the Board on the 2016 revaluation, including activities to date and what to expect in the upcoming months. The project is scheduled to be completed next month and notices will be mailed in late February.

Board Action: Receive information

Agenda Date: February 1, 2016

Presenter: Rusty Cotton

Agenda Item No. 4

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: SOLID WASTE – SOLID WASTE AGREEMENT

On November 16, 2015, the Board of Commissioners directed Staff to proceed with renewing the Convenience Centers Hauling Agreement and the Recyclable Materials Collection Exclusive Franchise Agreement. The Commissioners were in agreement to extend these two (2) Contracts for an additional three (3) year period with the stipulation that the Convenience Centers Hauling Agreement have language in the contract that spilling or blowing of contents from the hauling of open top roll off containers hauled by the Contractor be prevented. The Solid Waste Department has added this language into the new contract (page 10, article 3.19) and the contracts have been reviewed by the County Attorney.

Additionally, there has been a change to our metal recycling vendor due to the closure of SIMS Metal Management located on Neuse Boulevard. We have established a relationship with two new metal recycling vendors within Craven County.

After subsequent review, the current contractor for the Convenience Centers Hauling Agreement (Republic Services) has requested different terms in the Agreement. Under the County Attorney's advice, this would constitute a material change to the Agreement and would require the County to bid out the Hauling Agreement. The Solid Waste Department is currently working on this bid process.

The Recyclable Materials Collection Exclusive Franchise Agreement is ready for review by the Board of Commissioners and the Solid Waste Department requests direction from the Board concerning execution of this renewal. (See Attachment #4)

Board Action: Review new language in agreement as directed by the Board; authorize execution; and authorize solicitation of Requests for Proposals for Convenience Centers Hauling Agreement.

Agenda Date: February 1, 2016

Presenter: Timothy Downs

Agenda Item No. 5

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: ECONOMIC DEVELOPMENT – REQUEST
APPROVAL OF GRANT OF EASEMENT TO PIEDMONT NATURAL GAS**

Economic Development Director, Timothy Downs, will present a map, shown as Attachment #5, prepared in 2001 by Robert Chiles, P.E., which shows a twenty foot easement for a North Carolina Natural Gas main line on the south portion of the Craven County Industrial Park. This map has been used and relied upon by many parties over the years. Recent developments at the Industrial Park revealed that no Grant of Easement by Craven County was ever recorded. It is recommended that the Board approve the Grant of Easement to Piedmont Natural Gas and approve the execution of documents contained in Attachment #5.1.

Board Action: Approval of the Grant of Easement.

Agenda Date: February 1, 2016

Presenter: Commissioner Dacey

Agenda Item No. 6

**DISCUSSION OF PROPOSED DRAFT RESOLUTION ON REFUGEES FROM
TERRORIST NATIONS**

Commissioner Dacey will lead discussion of the subject resolution, which is continued from the Board's last meeting. The draft resolution appears as Attachment #6.

Agenda Date: February 1, 2016

Presenter: _____

Agenda Item No. 7

Board Action Required or Considered: Yes

APPOINTMENTS

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

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

A. PENDING APPOINTMENT(S):

CRAVEN COMMUNITY CHILD PROTECTION TEAM

AUTHORIZATION: NCGS 7B-1406

MISSION/FUNCTION: To respond to child protection needs before a child is harmed by taking action to identify and address gaps or deficiencies in services and resources through the annual report to the County Board of Commissioners, collaboration with community partners, promoting public awareness and advocating for action that addresses the child protection needs of each county.

NUMBER OF MEMBERS: 11-16

TYPE: DSS Director, DSS staff member, law enforcement officer, attorney from DA's office, executive director of local community action agency, public School superintendent or designee, member of DSS Board, mental health professional, Guardian ad Litem Coordinator, Public Health Director, local health care provider, EMS/firefighter, District Court Judge, Commissioners appointees from other county agencies or community at-large

QUALIFICATIONS: Stated above.

LENGTH OF TERMS: As set by respective agencies, position and Commissioners'

MEETING SCHEDULE: Quarterly; January, April, July, October

Term(s) expiring: Dawn Gibson (Not seeking reappointment; a recommendation will be forthcoming)

No application on file.

CRAVEN COUNTY CLEAN SWEEP COMMITTEE

AUTHORIZATION: Bylaws

MISSION/FUNCTION: To eliminate littering and promote recycling through education and ordinance enforcement.

NUMBER OF MEMBERS:

15

TYPE:

Civic, neighborhood, municipal, industrial business, schools

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

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: 3rd Wednesday of the months of March, June, September and December

COMPENSATION: No Yes Specify: _____

Term(s) vacated: Len Long (Deceased)

Application(s) on file: Pamela Roberts (Attachment # 7.A.)

B. CURRENT APPOINTMENT(S)

CRAVEN AGING PLANNING BOARD

AUTHORIZATION: Bylaws

MISSION/FUNCTION: To provide a comprehensive assessment of the needs and opportunities associated with older adults; an achievable vision of successful aging. Craven County based programs for the support of and investment in older adults and their families, including a system of care for high-risk older adults; and policy strategies for maximizing the functional independence and quality of life of older adults and their families consonant with their wishes and desires.

Serves as the sole policy formulation board concerning aging programs on behalf of the Craven County Board of Commissioners.

NUMBER OF MEMBERS:

18

TYPE:

Agency - 10
Local Government - 3
Client/Caregiver - 2
Senior Rpresentative - 3

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

Representative of senior population (60+ years of age), client representative (caretaker of an older adult, employed by or volunteering for senior service provider) or representative of one of the following agencies or government entities: Craven County DSS, Craven County Health, Carolina East Medical Center, CARTS, Employment Security Commission, Neuse Center, Coastal Community Action, Legal Aid of North Carolina, Senior Tarheel Legislature, Craven County Commissioners, Craven County Manager, Council of Governments.

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: Fourth Thursday of every second month, beginning in January, at 1:30 p.m. in the Craven County Administration Building

COMPENSATION: No Yes Specify: _____

Terms ending:

- Gwen Bryan (County Manager’s designee)
- Tonya Cedars (ECCOG)
- Jayne Davis (AARP)
- Sherry Roy (CarolinaEast)
- Dora Jones (Client Representative-appointed 2010)
- Mary Ann Mehan (DSS)
- Georgia Newkirk (Coastal Community Action)
- Deborah Patterson (Legal Aid of NC)
- Dean Roberts (Client Representative-appointed 2012)

No applications on file.

CRAVEN COUNTY COMMUNITY CHILD PROTECTION TEAM

AUTHORIZATION: NCGS 7B-1406

MISSION/FUNCTION: To respond to child protection needs before a child is harmed by taking action to identify and address gaps or deficiencies in services and resources through the annual report to the County Board of Commissioners, collaboration with community partners, promoting public awareness and advocating for action that addresses the child protection needs of each county.

NUMBER OF MEMBERS:
11-16

TYPE:
DSS Director, DSS staff member, law enforcement officer, attorney from DA's office, executive director of local community action agency, public School superintendent or designee, member of DSS Board, mental health professional, Guardian ad Litem Coordinator, Public Health Director, local health care provider, EMS/firefighter, District Court Judge, Commissioners appointees from other county agencies or community at-large

QUALIFICATIONS: Stated above.

LENGTH OF TERMS: As set by respective agencies, position and Commissioners'

MEETING SCHEDULE: Quarterly; January, April, July, October

Terms expiring: Bradley Lanto (2013; MCAS Cherry Point)
Walter Mills (2013; Chief District Court Judge)
Christopher Morning (2013; Havelock P.D.)

No applications on file.

NURSING HOME ADVISORY COMMITTEE

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

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

NUMBER OF MEMBERS:
7-12

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

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

Cannot be employed by or have a relative in 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: Donna Siegmund (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

Terms expiring:

Lee Kyle Allen III (2010)

Bud Stilley (2010)

C. UPCOMING APPOINTMENTS

March - None

Agenda Date: February 1, 2016

Presenter: Jim Hicks

Agenda Item No. 8

COUNTY ATTORNEY'S REPORT

**INITIAL OFFER TO PURCHASE REAL PROPERTY – 435 PRICHARD AVENUE
(#5-021063).**

The County has received an offer in the amount of \$3,000.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$2,952.34. The current tax value is \$15,160. Attachment #8 contains copies of the offer to purchase, deed, GIS information, and proposed resolution.

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

Agenda Date: February 1, 2016

Presenter: Jack Veit

Agenda Item No. 9

COUNTY MANAGER'S REPORT

Agenda Date: February 1, 2016

Presenter: _____

Agenda Item No. 10

COMMISSIONERS' REPORTS

Craven County



**PROCLAMATION
HONORING MRS. ARABELLE B. BRYANT
COMMUNITY STALWART AND EDUCATOR**

WHEREAS, Mrs. Arabelle B. Bryant grew up in Rocky Mount, North Carolina, where she graduated from Booker T. Washington High School; and

WHEREAS, she subsequently earned a Bachelor's Degree in mathematics, with a minor in Library Science at North Carolina College for Negroes (North Carolina Central University), and later pursued graduate studies at Columbia University and North Carolina Central University, where she received a Master's Degree in Library Science; and

WHEREAS, Mrs. Bryant moved to New Bern around 1944 to teach mathematics at West Street High School, and also became the librarian; and

WHEREAS, she became the librarian at J.T. Barber High School in 1956, serving until her retirement in 1980, having influenced more than 2,000 students who passed through the school during her 24 year tenure; and

WHEREAS, in addition to her legacy as an educator, Mrs. Bryant's contributions to the community at large are numerous, and include: faithful membership and dedicated leadership in Ebenezer Presbyterian Church for more than 50 years; service on the New Bern-Craven County Library Board, Craven County Board of Health, New Bern Housing Authority Board, Craven Community Concerts Board, Red Cross Board, as Day Captain for the RCS Soup Kitchen, and Vice President of the Historic Dryborough Association, to name a few; and

WHEREAS, her many honors include induction into the Order of the Long Leaf Pine by Governor Hunt; and

WHEREAS, she is the very proud mother of Harold Bryant and Matlynn Yeoman, grandmother of Armand Bryant, and great-grandmother of Amaya Bryant, which she considers among her finest achievements.

NOW THEREFORE, the Craven County Board of Commissioners issues this proclamation in recognition of Mrs. Arabelle Bullock Bryant's exemplary contributions that have enhanced our community.

Adopted this 1st day of February, 2016.

Chairman George S. Liner
Craven County Board of Commissioners

Gwendolyn M. Bryan
Clerk to the Board

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 02/01/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
COOKMAN, CHARLES C JR NOT IN BUSINESS 1/1/15	0031768 2015-0090952	35.35
FEDERAL NATIONAL MORTGAGE ASSN FORECLOSURE-LIEN EXTINGUISHED	0095448 2013-0017743	1,328.21
FISHER, PAUL D & RUBY M FORECLOSURE-LIEN EXTINGUISHED	0006816 2012-0018868	118.24
HARBOUR PORTFOLIO VIII LP FORECLOSURE-LIEN EXTINGUISHED	0098282 2014-0024122	321.68
HARBOUR PORTFOLIO VIII LP FORECLOSURE-LIEN EXTINGUISHED	0098282 2015-0024268	299.12
HEATH, MILDRED BRADSHAW DID NOT OWN 1/1/2008	0046253 2008-0025893	19.80
JOHNSON, HARRY W JR LIEN WITHDRAWN BY CITY OF NEW BERN	0003362 2014-0029735	4,032.00
MCCOY, CHARLES MYRON & SHARON PERSONAL PROPERTY BILLED IN ERROR	4760899 2016-0090008	991.78
SPURGEON, RONALD KENNETH JR NOT TAXABLE TO CRAVEN COUNTY	0097210 2015-0054046	60.44
STEVENS, ROBINSON JR DID NOT OWN 1/1/2015	0103851 2015-0091468	55.15
STEVENS, ROBINSON JR DID NOT OWN 1/1/2014	0103851 2015-0091705	35.03
WARREN, LARRY CORRECTED DISCOVERED PROPERTY VALUE	0107739 2015-0091548	70.70
WRIGHT, NATHAN SHANE DID NOT OWN 1/1/2015	0078183 2015-0064475	8.38
WRIGHT, NATHAN SHANE DID NOT OWN 1/1/2014	0078183 2014-0063095	8.34

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 02/01/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
	14 -CREDIT MEMO(S)	7,384.22

REFUNDS SUBJECT TO BOARD APPROVAL ON 02/01/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
THE SPECTRANETICS CORPORATION DID NOT OWN 1/1/2015	0101284 2015-0056704	134.73
WITHERINGTON, JACK DID NOT OWN 1/1/2015	8145901 2015-0091820	49.11
	2 -REFUND(S)	183.84

JAN 04 2016

**County Sheriff's Office
Records Retention and Disposition Schedule**

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. The local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. **Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.**

This local government agency and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when "reference value ends." The local government agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction "destroy when reference value ends."

The local government agency and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. The agency agrees to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED

Jerry G. Monte
County Sheriff

Sarah E. Koonts
Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Chairman, Bd. County Commissioners

Susan W. Kluttz
Susan W. Kluttz, Secretary
Department of Natural and Cultural Resources

County: Craven

Program Operational Records: Sheriff Records

Changes	Additions	Deletions
Activity Reports: reports of Domestic Violence Unit and reports submitted to Uniform Crime Reporting Program added to description		
Alarm Call Reports: changed DI		
	Audio and Video Recordings (e.g. body cams)	
Case History File: Felonies: audio or video recordings added to description		
Case History File: Misdemeanors: audio or video recordings added to description		
Communication Records: tapes replaced with recordings and 911 emergency texts added to description		
Complaints: changed DI		
Complaints Against Department/ Administrative Investigation Records: changed DI		
Confidential Funds Records: how funds might be used added to description		
Detention Facility Operational Records: changed DI		
Detention Facility Physical Force Records: title changed from Physical Force Records		
		Domestic Violence: Activity Reports: moved to Activity Reports
Driving While Impaired (DWI) Reports: title changed from Driving Under the Influence (DUI) Reports		
		DWI Knoll Motions: deleted because these records are not created by the Sheriff's Office

Changes	Additions	Deletions
Electronic Recordings of Interrogations (Juvenile or Homicide): language from G.S. 15A-211 added to description; DI added for interrogations of non-convicted defendants		
		Emergency Action Records: moved into Disaster and Emergency Management Plans
		Equipment Inventory and Issuance Records: moved into Property Inventories
Fingerprint Cards: combined with Fingerprint Cards (Latent); changed DI to reflect possibility that records may be made part of a case file		
		Fingerprint Cards (Latent): moved into Fingerprint Cards
Incident Response Reports: title changed from Incident/Offense Reports		
Inmate List Reports: title changed from List of Inmates Reports		
Inmate Meal Records: requests for special diets added to description		
Inmate Monthly Confinement Reports: title changed from Monthly Confinement (Jail) Reports		
Inmate Research Requests: title changed from Inmate Law Library (Research) Requests		
Inmates: Reimbursement Requests for those Confined Locally: title changed from Reimbursement Requests for Inmates Confined Locally		
Internal Affairs Case Records: disciplinary action added to description; changed DI		
Juvenile Case History Files: removed fingerprint cards and photographs from description		

Changes	Additions	Deletions
	Juvenile Case History Identification Records	
		Master Index File: moved into Indices
		Mobile Unit Video Tapes: now Audio and Video Recordings
		Modified Diet Requests: moved into Inmate Meal Records
Multiple Firearms Sales Reports Destruction Records: creation requirement added to description		
		Observation Reports: moved into Training Records
	Permits, Concealed Weapons: split from Handgun Permits to clarify DI	
Permits, Handguns: title changed from Handgun Permits; removed concealed weapons from description; clarification of DI		
Prisoner/Mental Patient Transport Record: title changed from Prisoner/Mental Patient Delivery Record		
Property Records: Unclaimed Inmate: title changed from Unclaimed Property Records: Inmates		
Pursuit Logs: changed DI		
		Serious Incident Reports: moved into Detention Facility Incident Reports
Sexual Offender Records: clarified DI		
		Shift Assignment Records: moved into Work Schedules and Assignments
		Statistical Reports: moved into Activity Reports
		Teletypes

Changes	Additions	Deletions
Training Records: content from former Training Records: Personnel added to description		
		Training Records: Personnel: moved into Training Records
	Vehicle Locator Records	
		Uniform Crime Reports: moved into Activity Reports
		Vehicle Inspection and Inventory Reports: moved into Property Inventories and Equipment And Vehicle Maintenance, Repair, And Inspection Records

NORTH CAROLINA

**RECYCLABLE MATERIALS COLLECTION
EXCLUSIVE FRANCHISE AGREEMENT**

CRAVEN COUNTY

THIS **RECYCLABLE MATERIALS COLLECTION EXCLUSIVE FRANCHISE AGREEMENT**, made and entered into this ___ day of _____, 2015, and effective the 1st day of July, 2016, by and between **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“County”), and **WASTE INDUSTRIES, LLC**, a limited liability company of the State of North Carolina which has a principal office and place of business in Raleigh, North Carolina and is doing business in Craven County, North Carolina (“Contractor”);

ARTICLE 1
AUTHORITY

Without limitation, the following portions of the Constitution and General Statutes of North Carolina are recited herein as authority for this Agreement:

1.

North Carolina Constitution, Article V §2(7) – Contracts

“The General Assembly may enact laws whereby the State, any county, city or town, and any other public corporation may contract with and appropriate money to any persons, association, or corporation for the accomplishment of public purposes only.”

2.

N.C.G.S. §153A-11 – Corporate powers

“The inhabitants of each county are a body politic and corporate under the name specified in the act creating the county. Under that name they may contract and be contracted with and have and may exercise in conformity with the law of this State county powers, rights, duties, functions, privileges, and immunities of every name and nature.”

3.

N.C.G.S. §153A-449 – Contracts with private entities

“A county may contract with and appropriate money to any person, association, or corporation, in order to carry out any public purpose that the county is authorized by law to engage in.”

4.

N.C.G.S. §153A-136 - Regulation of solid wastes

“(a) A county may by ordinance regulate the storage, collection, transportation, use, disposal, and other disposition of solid wastes. Such an ordinance may:

- 1) Regulate the activities of persons, firms, and corporations, both public and private.
- 2) Require each person wishing to commercially collect or dispose of solid wastes to secure a license from the county and prohibit any person from commercially collecting or disposing of solid wastes without a license. A fee may be charged for a license.
- 3) Grant a franchise to one or more persons for the exclusive right to commercially collect or dispose of solid wastes within all or a defined portion of the county and prohibit any other person from commercially collecting or disposing of solid wastes in that area. The board of commissioners may set the terms of any franchise, except that no franchise may be granted for a period exceeding thirty years, nor may any franchise by its terms impair the authority of the board of commissioners to regulate fees as authorized by this section.
- 4) Regulate the fees, if any, that may be charged by licensed or franchised persons for the collecting or disposing of solid wastes.
- 5) Require the source separation of materials from solid waste prior to collection of the solid waste for disposal.
- 6) Require participation in a recycling program which has been approved by the board of commissioners.
- 7) Include any other proper matter.

(b) Any ordinance adopted pursuant to this section shall be consistent with and supplementary to any rules adopted by the Commission for Health Services or the Department of Environment, Health and Natural Resources.”

5.

N.C.G.S. § 153A-132.1 - To provide for the removal and disposal of trash, garbage, etc.

"The board of county commissioners of any county is hereby authorized to enact ordinances governing the removal, method or manner of disposal, depositing or dumping of any trash, debris, garbage, litter, discarded cans or receptacles or any waste matter whatsoever within the rural areas of the county and outside and beyond the corporate limits of any municipality of said county. An ordinance adopted pursuant hereto may make it unlawful to place, discard, dispose, leave or dump any trash, debris, garbage, litter, discarded cans or receptacles or any waste matter whatsoever upon a street or highway located within that county or upon property owned or operated by the county unless such trash, debris, garbage, litter, discarded cans or receptacles or any waste matter is placed in a designated location or container for removal by a specific garbage or trash service collector.

Boards of county commissioners may also provide by ordinance enacted pursuant to this section, that the placing, discarding, disposing, leaving or dumping of the articles forbidden by this section shall, for each day or portion thereof the articles or matter are left, constitute a separate offense, and that a person in violation of the ordinance may be punished by a fine not exceeding fifty dollars (\$50.00) or imprisoned not exceeding 30 days, or both, for each offense."

6.

N.C.G.S. §153A-122 - Territorial jurisdiction of county ordinances

"Except as otherwise provided in this Article, the board of commissioners may make any ordinance adopted pursuant to this Article applicable to any part of the county not within a city. In addition, the governing board of a city may by resolution permit a county ordinance adopted pursuant to this Article to be applicable within the city. The city may by resolution withdraw its permission to such an ordinance. If it does so, the city shall give written notice to the county of its withdrawal of permission; 30 days after the day the county receives this notice the county ordinance ceases to be applicable within the city".

7.

N.C.G.S. § 130A-309.09A - Local government solid waste responsibilities

“(a) The governing board of each unit of local government shall assess local solid waste collection services and disposal capacity and shall determine the adequacy of collection services and disposal capacity to meet local needs and to protect human health and the environment. Each unit of local government shall implement programs and take other actions that it determines are necessary to address deficiencies in service or capacity required to meet local needs and to protect human health and the environment. A unit of local government may adopt ordinances governing the disposal, in facilities that it operates, of solid waste generated outside of the area designated to be served by the facility. Such ordinances shall not be construed to apply to privately operated disposal facilities located within the boundaries of the unit of local government.

(b) Each unit of local government, either individually or in cooperation with other units of local government, shall develop a 10-year comprehensive solid waste management plan. Units of local government shall make a good-faith effort to achieve the State's forty percent (40%) municipal solid waste reduction goal and to comply with the State's comprehensive solid waste management plan. Each unit of local government shall develop its solid waste management plan with public participation, including, at a minimum, one advertised public meeting. The Department shall assist units of local government in the preparation of the plan required by this subsection if the unit of local government requests assistance. ...”

8.

N.C.G.S. § 130A-309.09B - Local government waste reduction programs

“(a) Each unit of local government shall establish and maintain a solid waste reduction program that will enable the unit of local government to meet the local solid waste reduction goals established pursuant to G.S. 130A-309.09A(b)(2). The following requirements shall apply:

- (1) Demolition debris consisting of used asphalt or used asphalt mixed with dirt, sand, gravel, rock, concrete, or similar nonhazardous material may be used as fill and need not be disposed of in a permitted landfill or solid waste disposal facility, provided

that demolition debris may not be placed in the waters of the State or at or below the seasonal high water table.

- (2) Repealed by Session Laws 1991, c. 621, s. 8.
- (3) Units of local government are encouraged to separate marketable plastics, glass, metal, and all grades of paper for recycling prior to final disposal and are further encouraged to recycle yard trash and other organic solid waste into compost available for agricultural and other acceptable uses. ...”

9.

N.C.G.S. § 130A-309.09C - Additional powers of local governments; construction of this Part; effect of noncompliance

“(a) To effect the purposes of this Part, counties and municipalities are authorized, in addition to other powers granted pursuant to this Part:

- (1) To contract with persons to provide resource recovery services or operate resource recovery facilities on behalf of the county or municipality.
- (2) To indemnify persons providing resource recovery services or operating resource recovery facilities for liabilities or claims arising out of the provision or operation of such services or facilities that are not the result of the sole negligence of the persons providing the services or operating the facilities.
- (3) To contract with persons to provide solid waste disposal services or operate solid waste disposal facilities on behalf of the county or municipality.

(b) A county or municipality may enter into a written agreement with other persons, including persons transporting solid waste, to undertake to fulfill some or all of the county's or municipality's responsibilities under this Part.

(c) Nothing in this Part shall be construed to prevent the governing board of any county or municipality from providing by ordinance or regulation for solid waste management standards which are stricter or more extensive than those imposed by the State solid waste management program and rules and orders issued to implement the State program. ...”

ARTICLE 2
RECITALS

The following recitals are herewith set forth as statements of existing facts and are hereby incorporated as substantive parts of this Agreement:

1.

The Craven County Board of Commissioners (hereinafter "the Board") has determined that it is in the best interests of the citizens of Craven County to continue a county-wide solid waste collection and recycling program.

2.

Certain municipalities within Craven County have expressed their agreement in permitting this Agreement to be applicable within their boundaries in accordance with North Carolina General Statutes by approving and executing Interlocal Solid Waste Agreements.

3.

The Board has determined that it is in the best interests of the citizens of Craven County in order to comply with the requirements of the North Carolina General Statutes, to continue a county-wide curbside recycling program, and the parties have reached an agreement with respect to the furnishing of such services in order to provide said program.

4.

The Board has passed an Ordinance allowing it to enter into exclusive franchise agreements and has previously received proposals and awarded a contract to Waste Industries, LLC for the collection of recyclable materials in Craven County (“Original Agreement”). In accordance with the terms of the Original Agreement, the parties desire to extend the terms of the same by an additional three (3) year period.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the legal existence and sufficiency of which the parties admit, the County and Contractor enter into this Agreement:

ARTICLE 3 **DEFINITIONS**

The following terms used in this Agreement have the meanings indicated in this Article unless the context of the Agreement clearly requires otherwise:

1. **“Agreement”** – means this Recyclable Materials Collection Exclusive Franchise Agreement.
2. **“Board”** - means the Board of Commissioners of Craven County.
3. **“CRSWMA”** - means the Coastal Regional Solid Waste Management Authority.

4. **“Collection”** - means the act of removing Recyclable Materials from a point of generation to a central storage point or to a disposal site and from a central storage point to a disposal site.

5. **“Contractor”** – means and refers to Waste Industries, LLC, a limited liability company of the State of North Carolina which has a principal office and place of business in Raleigh, North Carolina and is doing business in Craven County, North Carolina

6. **“County”** - means and refers to Craven County, a body politic and corporate of the State of North Carolina.

7. **“Curbside”** - means the location adjacent to but no more than 10 feet from the edge of a Roadway or other public street providing access to a Residence, Hand Commercial Establishment or Multi-Family Residential Building.

8. **“Customer”** - means the beneficiary of curbside collection services provided by a Franchisee, including but not limited to Residences, Hand Commercial Establishments and Multi-Family Residential Buildings.

9. **“Director”** - means the Craven County Solid Waste Director or other person designated by the Board.

10. **“Effective Date”** - means and refers to July 1, 2016.

11. **“Force Majeure”** – shall have the meaning set forth in Article 17, Section 10 of this Agreement.

12. **“Franchisee”** - means a person who has been granted a franchise for the collection of solid waste or recyclable solid waste materials pursuant to Article IV of the Ordinance.

13. **“Hand Commercial Establishment”** - means any non-residential entity disposing of less than three (3) cubic yards of solid waste per week or Recyclable Materials collection service under this franchise, but not dumpster service.

14. **“Hazardous Waste”** - means a solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics may:

- a. cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitative reversible illness; or
- b. pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

15. **“Landfill”** means and refers to the CRSWMA Landfill, located at Tuscarora, Craven County, North Carolina.

16. **“Multi-Family Residential Building”** – means any residential building made up of multiple residential units and receiving Recycling Services under this Agreement as approved by the County.

17. **“Ordinance”** - means the Craven County Ordinance relating to the franchising of private solid waste and recyclable solid waste material collectors and the collection and disposal of solid waste and recyclable solid waste materials within Craven County, codified as Chapter 32 of the Craven County Code of Ordinances.

18. **“Person”** - means an individual, corporation, company, association, partnership, unit of local government, State agency, federal agency or other legal entity.

19. **“Private Drive”** - means a vehicular access serving one single family residence.

20. **“Recyclable Materials”** - means those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste, as more particularly set forth in Article 9 below.

21. **“Recycling”** - means any process by which Recyclable Materials which would otherwise become solid, waste, are collected, separated, or processed, and reused or returned to use in the form of raw materials or products.

22. **“Recycling Container”** - means a container provided under the authority of this Agreement for collection of specified Recyclable Materials, or any other container used by a Residence, Hand Commercial Establishment or Multi-Family Residential Building and clearly designated to contain such specified Recyclable Materials.

23. **“Recycling Services”** – means the services to be provided by Contractor hereunder.

24. **“Residence”** - means any single family dwelling, household or Unit.

25. **“Resident”** – means any resident of a Residence.

26. **“Roadway”** - means a common vehicular means of access to three (3) or more Customers, connected to a state or municipal road and which is reasonably accessible by solid waste or recycling collection vehicles, taking into consideration roadway surface conditions and turnaround space for the vehicles.

27. **“Solid Waste”** - means all material customarily referred to as garbage, or refuse, and other discarded material, including solid, semi-solid materials or materials resulting from community activities, but does not include Hazardous Waste or solid or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources

subject to permits under section 402 of the Federal Water Pollution Control Act as amended (86 STAT. 880) or source, special nuclear, or by product materials as defined by the Atomic Energy Act of 1954, as amended (68 STAT. 923).

28. “Unit” – means any Residence, Hand Commercial Establishment or Multi-Family Residential Building capable of separate ownership and/or occupancy that is not otherwise separate from other similar units, including but not limited to condominium units, duplexes, townhomes, and similar.

ARTICLE 4
EFFECT

By the power vested in County to grant exclusive franchises, this Agreement hereby grants to Contractor the exclusive right to the collection of Recyclable Materials from all Residences, Hand Commercial Establishments and Multi-Family Residential Buildings in all of Craven County except for the Town of Bridgeton. This Agreement is made applicable to each other municipality within County under North Carolina General Statute §153A-122, as each other municipality, through its governing body, has adopted a resolution permitting this Agreement to be extended to the territory within the municipality.

ARTICLE 5
TERM OF THE FRANCHISE

Services under this Agreement shall commence on the Effective Date and continue through June 30, 2019.

ARTICLE 6
INSURANCE

Contractor, at its own expense, shall maintain and carry worker’s compensation, unemployment insurance, general liability and automobile liability insurance as follows:

Types of Insurance

Worker’s Compensation
Bodily Injury Liability

Minimum Coverage Amounts

Statutory Worker’s Compensation
\$500,000 each person
\$500,000 each occurrence

Property Damage Liability	\$100,000 each occurrence
Comprehensive Gen. Liability	\$1,000,000 each occurrence
Excess Liability (bodily injury and personal damage combined)	\$1,000,000

Contractor shall provide a certificate of insurance as proof of existence of such coverage to County at least thirty (30) days prior to the Effective Date of this Agreement. The Contractor shall send renewal certificates to the County no less than thirty (30) days prior to any expiration date. County shall be designated as an additional insured on all liability insurance policies providing the required coverage's under this Agreement. Each such certificate shall contain a clause providing that the insurer will not cancel or modify the insurance coverage without first giving County a minimum of thirty (30) days advance written notice.

Contractor shall include all of its subcontractors as additional insured parties under its policies, or shall furnish separate certificates and endorsements for each subcontractor in the same minimum amounts required of Contractor.

ARTICLE 7
PERFORMANCE

Contractor shall perform its obligations in a fair and efficient manner. If County reasonably deems that Contractor is not performing as required under the terms of this Agreement, then County may exercise its rights under Section 7 of Article 11 of this Agreement. Contractor shall be responsible for damages as provided by law to include reasonable attorneys fees incurred in enforcing this Agreement. Further, such default may result in the County enforcing its rights under Contractor's performance bond.

Deficient performance by Contractor shall not be deemed to constitute grounds for termination when it is the result of conditions not reasonably within the control of Contractor including, but not limited to, civil disorder, natural disasters, or inclement weather so severe that safe travel is made impossible, as is more particularly set forth in Article 17, Paragraph 10.

ARTICLE 8
PUBLIC INFORMATION

Contractor will provide a local telephone number which persons may call during regular business hours (8:00 a.m. - 5:00 p.m.) Monday through Friday for information on the curbside recycling program. Contractor at its expense will distribute information, as provided and approved by County, about the curbside recycling program and place the information within the Recycling Containers of the Residents. County shall notify all Customers about complaint procedures, regulations and day for scheduled recycling material collections.

ARTICLE 9
MATERIALS TO BE RECYCLED

Contractor agrees that pursuant to this Agreement, all of the following materials shall be collected as Recyclable Materials:

- A. Glass Containers (clear, brown and green)
- B. Aluminum beverage cans
- C. Newspapers (including inserts)
- D. Plastic PETE # 1 containers (soft drink and salad dressing bottles).
- E. Plastic HDPE #2 natural containers (milk and water jugs)
- F. Plastic HDPE #2 pigmented containers such as blue, green, red and white (name brand detergent products)
- G. Steel (tin) cans
- H. Corrugated cardboard (OCC), free of contaminates, flattened and reduced in size to approximately 2 feet by 3 feet

Provided, however, that County and Contractor may amend this list of Recyclable Materials at any time upon mutual agreement.

ARTICLE 10
TITLE TO MATERIALS

Title to all Recyclable Materials, placed at any place normally and customarily used for public collection of the same, shall be in the County. Title to Recyclable Materials shall pass to Contractor upon Contractor's collection of said materials.

ARTICLE 11
COLLECTION, TRANSPORTATION, MARKETING AND RECORD KEEPING
DUTIES OF THE CONTRACTOR

1.

RECYCLING CONTAINERS - Contractor shall supply each Residence or Hand Commercial Establishment with an 18 gallon Recycling Container and each Unit within a Multi-Family Residential Building with an 18 gallon Recycling Container or other suitable recycling container prior to the Effective Date; and thereafter will provide an 18 gallon Recycling Container to all new Residences, Hand Commercial Establishments, and Units in a Multi-Family Residential Building that come into existence after the Effective Date. Ownership of the Recycling Containers shall remain with Contractor. Contractor shall replace a recycling container when notified by County or a Customer that a Recycling Container is damaged or missing. Further, at no cost to the County, the Contractor shall maintain an inventory of additional 18 gallon recycling bins in an amount not less than five percent (5%) of the number of Units being served annually hereunder. Recycling containers shall have a clear designation that it is for recycling, and shall have the County's name on it in an indelible fashion.

2.

COLLECTION OF MATERIALS TO BE RECYCLED - Contractor shall provide collection of Recyclable Materials on a weekly basis for all Residences, Hand Commercial Establishments and Multi-Family Residential Buildings in Craven County other than the Town of Bridgeton. It shall not be necessary for materials to be collected for recycling to be placed in the 18-gallon Recycling Container, if the same are placed for collection immediately next to said Recycling Container in a container and identified or visibly containing Recyclable Materials and placed in a manner so as to minimize possible contamination. To the extent any Customer uses a container other than an 18 gallon Recycling Container, such container must be compatible with Contractor's collection methods (i.e., a Recycling Container that is no larger than 40 gallons and able to drain water, unless otherwise approved by the Director). Collection shall not begin prior to 7:00 a.m.

Contractor shall not be required to make collections on Saturdays, Sundays or holidays with the exception of missed collections that may be required on Saturdays. The following shall be considered as holidays for the purpose of this Agreement:

- A. New Year's Day;
- B. Thanksgiving Day; and
- C. Christmas Day.

Contractor may decide to observe any or all of the above-mentioned holidays by suspending

collection service on such days; however, such decision shall not relieve Contractor of its obligation to provide collection service at least once during the week the holiday is observed. Additionally, Contractor shall not be required to observe such holidays. County shall be responsible for advertising any suspension of service.

When materials which are not designated Recyclable Materials (as described in Article 9) are placed in a container, Contractor shall leave such materials in the container with a notice to the Customer as to which materials are designated Recyclable Materials and may be collected, and which are not. This shall not relieve Contractor of its obligation to provide collection of accepted Recyclable Materials if they are mixed with unacceptable materials provided that the acceptable Recyclable Materials have not been contaminated by the unacceptable materials. If this situation persists by the same eligible Customer, Contractor shall notify County and thereafter may discontinue service to that Customer until such time as the Customer agrees, to the satisfaction of County and Contractor, that they will comply with applicable recycling instructions.

Contractor shall provide back door Collection to any Resident physically incapacitated who is unable to place the Recycling Container at curbside for collection purposes. The Director will verify those who qualify for this service, and his decision shall be final. The Director shall submit to Contractor a list of such Residents, with addresses, approved for back door Collection prior to the Effective Date; and shall thereafter provide written monthly updates monthly as to any additions or deletions of such Residents. In the event Contractor believes there is evidence of abuse of this back door Collection, Contractor may request that the Director reevaluate the Resident for continuation of such back door Collection service, in which case, the Director's decision shall be final.

Upon request from a church or volunteer fire department within the County, Contractor agrees to provide basic collection services to such locations at no charge either to the church, volunteer fire department, or County. The church or volunteer fire department requesting such service shall be required to place the Recyclable Materials to be collected in an eighteen (18) gallon Recyclable Container to be provided by Contractor. Additionally, Craven County offices (all County government buildings maintained by Craven County) shall receive Recycling Services, including office papers and cardboard, at no charge to County, as more particularly set forth in Attachment "A" incorporated herein by reference.

Any Recyclable Materials not collected on the scheduled day of service by Contractor, except for reasons stated below, shall be collected within twenty-four (24) hours after notice by Customer. If

Contractor is unable to collect a Recyclable Container for reasons beyond its control, County shall be notified as soon as possible, but in any case no later than 4:30 p.m. on the same day. Informal, day-to-day dealings and contacts between Contractor and County shall be directed to the Director or such other person or place as directed by County in writing.

3.

TRANSPORTATION - All Recyclable Materials hauled by Contractor shall be so contained that leaking, spilling or blowing contents from the vehicle is prevented. In the event of any spillage, Contractor shall immediately clean up the material. All vehicles, and other equipment, shall be maintained in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have, clearly visible, on each side the Contractor's identity and a conspicuous vehicle number. In provision of the Recycling Services by Contractor hereunder, Contractor will operate its vehicles on Roadways or other public streets that provide access to Residences, Hand Commercial Establishments and Multi-Family Residential Buildings receiving services under this Agreement.

4.

MARKETING - Contractor shall be responsible for all sorting, handling and processing of Recyclable Materials collected. Contractor further shall be responsible for the marketing and disposition of all Recyclable Materials collected as and to the extent required by all applicable federal, state and local laws and regulations, and shall be entitled to retain 100% of the net proceeds from the sales of the materials collected. These provisions shall not be interpreted to prohibit Contractor from subcontracting post-collection duties to a qualified and responsible subcontractor; provided, however, the identity, duties and qualifications of any such subcontractor, and the form and substance of the subcontract to be executed between Contractor and the subcontractor, shall be approved in advance by County, such approval not to be unreasonably withheld. All Recyclable Materials collected shall be recycled for reuse and resale (other than Recyclable Materials for which no meaningful market exists) and Contractor solely shall be responsible for complying with this requirement. County shall not be responsible for any Recyclable Materials collected by Contractor, which become unmarketable. All collected Recyclable Materials are solely the responsibility of Contractor.

5.

RECORD KEEPING AND REPORTING

A. Monthly Reporting Requirements. Contractor shall maintain records on the weight of Recyclable Materials collected by type, material market prices, a list of all customer complaints (including name, address, date, nature of complaint, and manner of resolution), weekly set-out rates, and monthly participation rates (i.e., percentage of Customers which place a Container. These records shall be furnished to County by the 15th of each month for the preceding month. Monthly and year-to-date information shall be included on each report.

B. Quarterly Reporting Requirements. Contractor shall provide quarterly project status reports. These reports shall be due within 15 days of the close of a quarter. These reports shall include:

1. Summary of all program costs, revenue, and tonnage recovered by material. Contractor shall adequately explain any discrepancies in materials reported as sold and those reported as collected.
2. Discussion of problems and noteworthy experiences in the recycling program operation.
3. Suggestions for increasing participation and improving the recycling program.
4. Summary of all complaint calls received by number and type.

C. Annual Reporting Requirements. Contractors shall provide year end annual reports for the year of record if the project is in operation. Annual reports shall be due within thirty (30) days of the end of the reporting year (June 30). Reports shall include:

1. A collated summary of the detail costs and revenue information contained in the quarterly reports, and summarize the participation rates in the covered materials' tonnages by type.
2. A discussion of public awareness activities and their impact on participation and recovered volumes.
3. A discussion of highlights and problems, and measures taken to resolve the problems and increase efficiency and Customer participation.
4. Summary of complaint calls by number and type.

EQUIPMENT BREAKDOWN - In the event of equipment breakdown, Contractor shall have an alternative method of pickup, approved by the Director, which approval will not be unreasonably withheld, in order that the service will not be interrupted.

7.

COUNTY'S RIGHT TO TERMINATE AGREEMENT - In the event Contractor substantially breaches the terms or conditions of this Agreement or substantially fails to perform the scope of work specified by County and fails to correct such breach or commence action reasonably expected to correct such breach in a timely manner within thirty (30) days of receipt of notice of such breach from County, County shall have the right to terminate this Agreement upon ten (10) days' written notice.

In the event Contractor shall be adjudicated bankrupt or insolvent or take the benefit of any reorganization or composition proceeding or insolvency law, or make an assignment for the benefit of creditors, or if Contractor's interest in this Agreement shall be levied upon or attempted to be sold under any execution or process of law, or if receiver shall be appointed for Contractor, then and thereafter County shall have the right and option to terminate this Agreement irrespective of whether or not default exists hereunder, said termination to be effective upon ten (10) days' written notice. The written notice referred to above shall be given by County by certified mail, addressed to Contractor, with notice deemed to be given on the date mailed.

8.

CONTRACTOR'S RIGHT TO TERMINATE AGREEMENT - In the event County should change the ordinances under which Contractor is to operate in such a manner as to physically or economically prevent Contractor from performing the scope of work specified substantially in accordance with this Agreement, Contractor shall have the right to terminate this Agreement upon ten (10) days' written notice.

In the event County shall fall sixty (60) days in arrears in payment of monthly fees, Contractor shall have the right to issue an intent to terminate this Agreement upon thirty (30) days of written demand for payment if all payments due are not made in full. In the event County fails to do so, Contractor shall have the right to terminate work under this Agreement and terminate this Agreement at the end of the thirty (30) day period; provided, however, that Contractor will retain all rights against the County hereunder, including the right to continue to pursue payment of past due amounts.

9.

ADDITIONAL REPRESENTATIONS BY CONTRACTOR - Contractor represents and warrants:

- A. That it is a limited liability company in good standing, is duly authorized to do business in North Carolina and has legal authority to enter into this Agreement.
- B. That Contractor shall conduct its operations under this Agreement in compliance with all applicable laws, rules and regulations.
- C. That all terms and conditions of the County's request for proposals and Contractor's response to the same are incorporated herein by reference.
- D. In the event that there are any conflicts or inconsistencies between these three documents, the order of priority for resolving the same shall be this Agreement, the County's request for proposals, and then Contractor's response to the request for proposals.

10.

NOTICES - All notices, requests and other communications hereunder shall be deemed to have been given when deposited in the U.S. mail in a sealed envelope, postage prepaid, registered or certified mail, and addressed as follows:

To County:

Rusty Cotton
Craven County Solid Waste Director
406 Craven Street
New Bern, NC 28560

To Contractor:

Keith Stroud
General Manager
Waste Industries, LLC
427 Roberts Road
Newport, NC 28560

Copy to:

Frank Lorick
Area Vice-President
Waste Industries, LLC
3031 Black Creek Road/
P.O. Box 1831
Wilson, NC 27893

ARTICLE 12
ADDITIONAL RESPONSIBILITIES OF CONTRACTOR

In addition to the above recited duties and responsibilities of Contractor hereunder, Contractor shall do

and perform the following:

1. Contractor shall assign, and solely shall be responsible for the supervision of, qualified personnel to manage and operate the Recycling Services provided hereunder. Contractor shall designate a responsible supervisor, who shall be available to monitor collections, receive and respond to complaints, answer inquiries and resolve disputes with respect to the services supplied pursuant to this Agreement. Complaints or inquiries shall be answered within 24 hours of receipt, with this time being of the essence.

Contractor agrees that all employees shall be required to wear uniforms that display the name of Contractor and identify the individual as an employee of Contractor.

Each employee shall carry a valid operator's license for the type of vehicle which he or she is required to operate. Contractor shall provide operation and safety training for all operational personnel. County shall have no responsibility whatsoever for the acts or omissions of Contractor's personnel.

2. Contractor agrees that, in the performance of this Agreement, Contractor will not discriminate against any employee or applicant because of race, color, creed, national origin, sex, age, ancestry or sexual preference.

3. Contractor shall be responsible for obtaining all federal, state and local permits or licenses required for the operation of its business in Craven County and in the State of North Carolina, including but not limited to, permits or licenses required under any federal, state or local law, regulation, standard, ordinance or decree concerning the collection, transport, manifesting, storage, treatment, recycling and/or disposal of solid, toxic or hazardous materials as and to the extent applicable to the business and activities of Contractor. Contractor shall obtain all such permits and licenses applicable to the Recycling Services prior to the commencement of the term hereof.

4. Contractor solely shall be responsible for assuring that all materials collected are recycled for reuse and resale as and to the extent required by all applicable federal, state and local laws and regulations.

5. Contractor shall abide by the terms and conditions of the Ordinance in all material respects.

6. Before and ongoing during the term of this Agreement, the Contractor shall, in conjunction with the County, conduct a public awareness campaign as to the recycling program. Under such program, Contractor shall work with the County to provide accurate and proper recycling information to users or potential users, ensure professional appearance and behavior of its staff, including assurance that it shall generally promote recycling throughout the County through the performance of its collectors and other support staff. Contractor shall assist the County in such efforts by providing delivery of printed information

provided by the County to Residents by placing such information in Recycling Containers. Additionally, Contractor shall be required to meet on site at each Multi-Family Residential Building with a representative of the complex management prior to or at least once in the first month of the term of this Agreement, and again during each year of the term of this Agreement thereafter. Contractor shall submit a log of times, dates, locations and attendees of all meetings in its annual report. The County shall work closely with the Contractor's staff regarding program operations and the public awareness program to help insure the success of the County's recycling program.

ARTICLE 13
COMPENSATION FOR SERVICES

As of the effective date of this agreement, County hereby agrees that it shall initially pay Contractor at the rate of Two and 76/100 Dollars (\$2.76) per month for each Residence, Hand Commercial Establishment and Multi-Family Residential Building eligible for service under this Agreement; provided, that with respect to any Multi-Family Residential Building, such payment will be on a "per dwelling unit" basis within the Multi-Family Residential Building. The number of residential units eligible for service shall be deemed to be the same number of Units based upon County's tax records and shall be revised annually on July 1, consistent with these records (which number shall be 44,332 Units as of the Effective Date). The rate set forth herein shall be adjusted annually to reflect changes in the cost of doing business as measured by the CPI (Consumer Price Index, all urban consumers, South Region, All items) as published by the U.S. Department of Labor, Bureau of Labor Statistics. The rate shall be adjusted annual to be effective July 1 of each year. The first adjustment shall be for the fiscal year beginning July 1, 2016 and shall use the January 2015 CPI as compared to the January 2016 CPI to compute the adjustment, with the rate being adjusted by a percentage equal to the percentage change in the CPI. The January CPI is being used to allow for County's budgeting process.

Contractor shall invoice County for service rendered within five calendar days following the end of the month. County shall pay Contractor, on or before the 30th day following the end of the billing period. Billing and payment shall be based on the quoted rates and schedules set forth herein.

ARTICLE 14
INDEMNIFICATION

Contractor shall indemnify and hold harmless County and its officers, agents, servants and

employees from and against any and all loss, cost, damage and expense of any kind, including reasonable attorney fees and disbursements, incurred by or threatened against County arising out of, in connection with or attributable to:

1. the acts or omissions of Contractor or any of its agents, employees, servants, independent contractors or subcontractors except to the extent any such act or omission shall be the result of willful malfeasance or negligence on the part of County, or

2. the failure of Contractor to perform its duties and obligations under this Agreement or otherwise to comply with the terms hereof, except where such failure is due to factors beyond Contractor's control or is otherwise excused under the terms of this Agreement.

ARTICLE 15 **RECYCLING SYSTEM IMPROVEMENTS**

County and Contractor agree and understand that from time to time it may be in the best interest of County and Contractor to effect operational changes within the recycling system. These changes may include, but are not limited to the following:

1. Increasing or decreasing the level of service;
2. Redesigning the system to take advantage of technological changes in operational procedures or in response to changes in governmental regulations; and/or
3. The providing of additional services.

County and Contractor hereby agree to monitor the need for such changes and to negotiate in good faith any amendments to this Agreement necessary to reflect agreed changes.

ARTICLE 16 **INDEPENDENT CONTRACTOR**

This Agreement does not create an employee/employer relationship between Contractor and County. It is the parties' intention that Contractor at all times while performing services rendered under the Agreement shall be an independent contractor and not as an employee of County for all purposes including, but not limited to, the Fair Labor Standards Act, Minimum Wage and Overtime Payments Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Law, the state Workers' Compensation Law and the State Unemployment Insurance Law. Contractor shall retain absolute discretion and judgment in the manner and means of carrying out its responsibilities under the Agreement, subject to the Agreement itself. Contractor

agrees that Contractor is a separate and independent enterprise from County, that it has full opportunity to find other business, that it has made its own investment in its business and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed to create any joint employment relationship between Contractor and County and will not be liable for any obligations incurred by Contractor including, but not limited to, unpaid minimum wage and/or overtime premiums.

ARTICLE 17
MISCELLANEOUS PROVISIONS

1. This Agreement shall be binding upon the successors and assigns of the parties and constitute the entire understanding of the parties; provided, however, in no event may this Agreement or any right or obligation arising hereunder be assigned without the prior written consent of the non-assigning party, except, however, that it may be assigned by County to CRSWMA without consent of Contractor.

2. Without in any way limiting or diminishing the specific duties and responsibilities of Contractor set forth above, Contractor at all times during the initial and any extension term of this Agreement shall fully comply in all material respects with all federal, state and local laws, rules, regulations, orders and requirements relating to health, safety and the environment, including without limitation those relating to ambient air, surface and ground water, surface and subsurface soils and other natural resources and those relating to the manufacture, processing, distribution, use, treatment, transportation, release, disposal or importing and exporting of hazardous substances, solid waste, hazardous waste, pollutants, contaminants, toxic substances, asbestos, oil, other petroleum, chemical, biological or radioactive substances.

3. Contractor will take all safety, preventative and remedial measures required by any and all directives from the North Carolina Department of Environment, Health and Natural Resources, the United States Environmental Protection Agency, the Occupational Safety and Health Administration, and any other federal, state or local agency having jurisdiction over Contractor or its activities.

4. This Agreement may only be modified, amended or changed pursuant to a written agreement signed by each of the parties hereto.

5. The authority for the granting of this franchise is provided in the Craven County Ordinance Relating to the Franchising Private Solid Waste and Recyclable Solid Waste Materials

Collectors and the Collection and Disposal of Solid Waste and Recyclable Solid Waste Materials within Craven County, and its terms and conditions are hereby incorporated by reference herein.

6. It is understood and agreed that this Agreement is for provision of Recycling Services and is not a Solid Waste Collection Franchise Agreement.

7. Contractor shall furnish County a performance bond in the sum equal to Seven Hundred and Fifty Thousand and No/100 Dollars (\$750,000.00), which shall be conditioned upon the faithful performance of the terms, conditions and provisions of this Agreement. The bond or approved substitute security shall be issued by a company licensed or approved to do such business in the State of North Carolina. Contractor shall pay all premiums chargeable for the bond and shall keep the same in full force and effect during the term of this Agreement. The bond shall contain a provision that it shall not terminate or otherwise expire prior to 30 days after written notice to that effect is given by certified mail to County.

8. This Agreement contains the entire agreement of the parties; and no representation, inducements, or other covenants between the parties not included herein shall be of any force and effect.

9. This Agreement shall be governed by the laws of the State of North Carolina. Exclusive venue for any action, whether at law or in equity, shall be Craven County, North Carolina.

10. Neither party will be liable for any default or delay in the performance of its obligations hereunder: (a) if and to the extent that such default or delay arises out of causes beyond its reasonable control, including default or delays of the other party, failures or interruptions of communications, facilities or equipment of third parties, acts of God, acts of war, acts of governmental authority, events of public emergency, insurrection, earthquakes, fires, hurricanes, tornadoes, floods, terrorism, and riots (each, a "**Force Majeure Event**") and (b) provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternative sources, work-around plans or other means. Upon the occurrence of a Force Majeure Event, each party shall be excused from further performance or observance of the obligation(s) affected so long as such circumstances caused by the Force Majeure Event prevail and the parties use their reasonable efforts to promptly recommence performance or observance of said obligation(s). The party claiming excuse by Force Majeure Event will promptly notify the other by telephone (to be confirmed in writing within five days of the inception of the Force Majeure Event) and describe at a reasonable level of detail the circumstances causing such delay. Notwithstanding any other provision of this Paragraph, a Force

Majeure Event shall not permit the delay or non-performance of the obligation to pay monies due and owing as set forth herein; provided however, that Contractor shall not be entitled to compensation for Collections that were not performed by it during any such period.

[THE NEXT PAGE IS THE SIGNATURE PAGE.]

IN TESTIMONY WHEREOF, CRAVEN COUNTY has caused this Agreement to be executed in its name by the Chairman of the Board of Commissioners, attested by the Clerk to said Board and its official seal to be hereunto affixed, all by Order of the board of Commissioners duly given; and WASTE INDUSTRIES, LLC, has caused this Agreement to be executed in its name by its _____ and its seal hereto affixed, all by authority first duly given.

CRAVEN COUNTY

By: _____ Date _____
Chairman, Craven County Board of Commissioners

Attest: _____ Date _____
Clerk
-seal-

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

By: _____ Date _____
Craven County Finance Officer

Approved as to legal form and legal adequacy

By: _____ Date _____
Craven County Attorney

WASTE INDUSTRIES, LLC

By: _____ Date _____
Its: _____

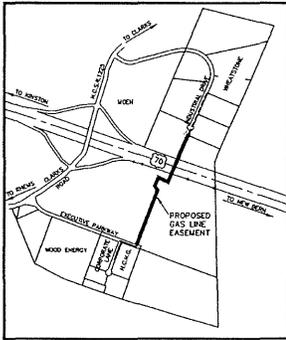
Attachment "A"

Craven County
Curbside Recycling Collection Program

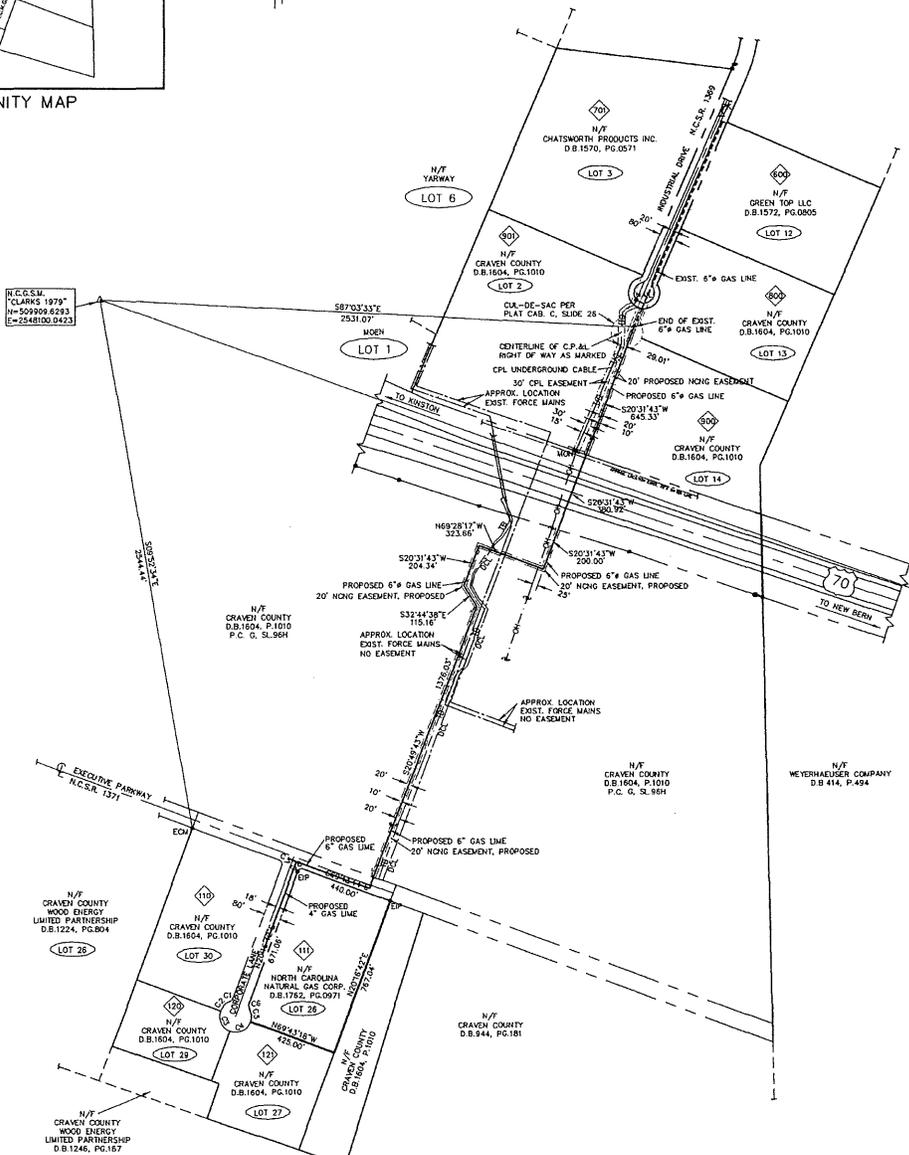
Craven County Office Recycling
Mixed Paper, Cardboard, Mixed Recyclables

<u>Location</u>	<u>Number of Carts</u>
Administration	8
Tax/Register of Deeds	2
Jail	2
Courthouse	6
Human Services	16
Inspections/Water-Sewer/C.A.R.T.S.	4
Cooperative Extension	2
Day Reporting	2
Animal Shelter	1
Convention Center	4
Judicial Center	6

These are approximate numbers. Contractor is expected to provide recycling services to all county owned or operated buildings. Contractor will provide adequate number of roll-out carts needed to provide service.



VICINITY MAP



CERTIFICATE OF SURVEY AND ACCURACY

I, JOE L. RIDDICK, JR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION, THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN PLAT CABINET G SLIDE 28, PLAT CABINET G SLIDE 28B AND PLAT CABINET G SLIDE 28C; THAT THE RATE OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 19TH DAY OF NOVEMBER, A.D. 2001.



CERTIFICATE OF PAREL STATUS

THIS SURVEY DOES NOT CREATE A SUBDIVISION OF LAND THAT REQUIRES A CERTIFICATION OF APPROVAL FROM CRAVEN COUNTY BEFORE THE PLAT IS PRESENTED FOR RECORDATION; WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 19TH DAY OF NOVEMBER, A.D. 2001.



CERTIFICATE OF NOTARY PUBLIC

I, JOYCE R. FRAZER, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT JOE L. RIDDICK, JR. REGISTERED LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESS MY HAND AND SEAL OF OFFICE OR SEAL THIS 19TH DAY OF NOVEMBER, A.D. 2001.



N.C.G.S.M. "CLARKS 1979" N=509909.6293 E=2548100.0423

CERTIFICATE OF REVIEW OFFICER

I, *Jana Daugherty*, REVIEW OFFICER OF CRAVEN COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS APPLIED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDATION.

Jana Daugherty
REVIEW OFFICER

CERTIFICATE OF REGISTER OF DEEDS

FILED FOR REGISTRATION AT 1:36 PM 10/20/01
THIS 6TH DAY OF JAN 2002
PLAT CABINET G SLIDE 157-A
DEED BOOK 1987 PAGE 386
BECKY THOMPSON REGISTER OF DEEDS
Diana Peck
REGISTER OF DEEDS / ASSISTANT / DEPUTY

Craven JIC - Document Stamp
Becky Thompson, Register of Deeds
Date 01/06/2003 Time 13:36:104 1 of 1 Pgs
Ibi: 2003-00039054
Book: 1987 Page 386
Fee Amt: 21.00
Excise Tax: .00
REFERENCE: D.B.1804, PG.1010
D.B.1782, PG.971

- NOTE:
- EXISTING WATER & SEWER LINES BELONG TO CRAVEN COUNTY WATER AND SEWER DEPARTMENT.
 - THE OWNERSHIP OF THE SEWER LINES IS PRESENTLY BEING TRANSFERRED TO THE CITY OF NEW BERN.
 - THEIR APPROXIMATE LOCATION IS ACCORDING TO A MAP ENTITLED "INDUSTRIAL PARK MASTER PLAN" PREPARED BY THE EAST GROUP UPDATED AUGUST 6, 2001.
 - THERE ARE NO EASEMENTS OF RECORD FOR THE SEWER LINES ON THE SOUTH SIDE OF U.S. HIGHWAY 70.

- THIS MAP DRAWN FROM AND REFERENCE HEREBY MADE TO THE FOLLOWING THREE RECORDED MAPS:
- CRAVEN COUNTY INDUSTRIAL PARK, P.C. G. SL.26, 11-17-80.
 - MAP FOR RECORD FOR CRAVEN COUNTY ECONOMIC COMMISSION P.C. G. SL.904, 4-27-00
 - FINAL PLAT FOR THE CRAVEN COUNTY ECONOMIC DEVELOPMENT COMMISSION, P.C. G. SL. 103C, 6-20-00.

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD DIRECTION	DELTA ANGLE
C1	21.50	25.00	11.51	20.92	N45°00'26"E	49°27'28"
C2	64.74	75.00	34.54	62.75	S45°00'26"W	49°27'28"
C3	117.81	75.00	75.00	156.07	S24°43'08"E	90°00'00"
C4	117.81	75.00	75.00	156.07	N65°16'41"E	90°00'00"
C5	64.74	75.00	34.54	62.75	N64°27'03"W	49°27'28"
C6	21.50	25.00	11.51	20.92	S91°42'10"E	49°27'28"
C7	31.42	20.00	20.00	28.29	N84°42'53"W	90°00'42"
C8	31.42	20.00	20.00	28.29	S85°17'03"W	90°00'42"

- LEGEND
- EIP EXISTING IRON PIPE
 - FK PK NAIL
 - N/W RIGHT OF WAY
 - MON. MONUMENT
 - N/O NOW OR FORMERLY
 - ECM EXIST. CONCRETE MONUMENT
 - TB TOP OF BANK
 - DCL DITCH CENTERLINE
 - OH OVERHEAD WIRES
 - UG UNDERGROUND WIRES
 - C CENTERLINE
 - P POSTAL ENUMERATION
 - LOT NUMBER
 - POWER POLE

N.C.N.G. 20 FT. EASEMENT
CRAVEN COUNTY INDUSTRIAL PARK
6 IN. STEEL GAS MAIN

TOWNSHIP NO. 8 CRAVEN COUNTY NORTH CAROLINA

DATE: OCT. 25, 2001

ROBERT M. CHILES, P.E.
ENGINEERS AND CONSULTANTS
NEW BERN, NORTH CAROLINA

SCALE: 1" = 400'

G-157-A

GRANT OF EASEMENT
DISTRIBUTION

Return Recorded Document to:
Diane B. Johnson
Piedmont Natural Gas Co., Inc.
4720 Piedmont Row Drive
Charlotte, NC 28210

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

PID: A portion of 8-217-025

Location Description or
Address: Executive Pkwy, New Bern, NC

THIS GRANT OF EASEMENT made this ____ day of January, 2016, from COUNTY OF CRAVEN, a body politic of the State of North Carolina (hereinafter designated as "GRANTOR"), to PIEDMONT NATURAL GAS COMPANY, INC., a North Carolina corporation (hereinafter designated as "GRANTEE").

WITNESSETH

That GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, hereby expressly bargains, sells, and grants unto GRANTEE, its successors and assigns, a perpetual right of way and easement for the purpose of laying, constructing, maintaining, operating, inspecting, repairing, altering, adding to, replacing, removing, and protecting pipelines for the transportation of natural gas under, upon, over, through, and across the land of GRANTOR (or in which GRANTOR has interest) situated in Number Eight Township, Craven County, North Carolina, as described in deed(s) recorded in Book 1604, Page 1010, Office of the Register of Deeds for Craven County, North Carolina ("Property").

The right of way herein granted is Twenty (20) feet wide, extending ten (10) feet on each side of the centerline of the pipeline, more particularly described on the attached Exhibit A, incorporated herewith, dated January 13, 2016 by Robert M. Chiles, P.E. and entitled "Piedmont Natural Gas Easement across lands of Craven County".

GRANTEE shall have the free and full right of ingress and egress over and across the aforesaid Property and to keep said right of way cleared of trees, shrubs, buildings, structures, and other obstructions. GRANTOR shall not construct, nor permit to be constructed, any house, structure, or other obstruction on or over said right of way.

GRANTOR hereby binds GRANTOR and GRANTOR'S heirs, representatives, successors, and assigns to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against the claims of all persons whomsoever.

To have and to hold said right of way and easement unto GRANTEE, its successors and assigns, perpetually and continuously. GRANTOR expressly gives GRANTEE, its successors and assigns, the right to assign, license, lease, or otherwise transfer, in whole or part, this GRANT OF EASEMENT or any rights given herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of GRANTEE, for the uses and purposes expressly stated herein.

IN WITNESS WHEREOF, this GRANT OF EASEMENT has been signed and sealed by GRANTOR, as of the date first above written.

GRANTOR:

COUNTY OF CRAVEN, a body politic of the State of North Carolina

By: _____ Sign

_____ Print

Title: _____

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, a Notary Public of _____ County, North Carolina, do hereby certify that _____ of the COUNTY OF CRAVEN, GRANTOR, personally appeared before me this day and acknowledged the due execution of the foregoing GRANT OF EASEMENT on behalf of the COUNTY OF CRAVEN.

Witness my hand and seal this _____ day of _____, 20____.

Sign

Notary Public

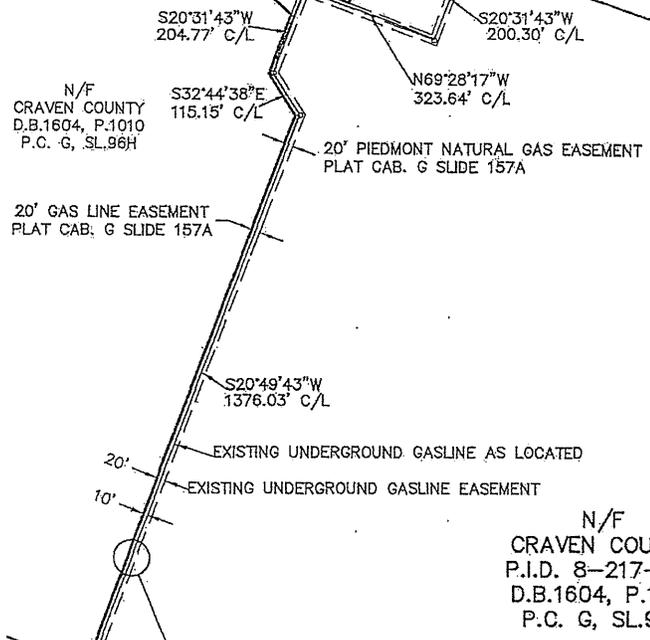
Notary Seal

Print

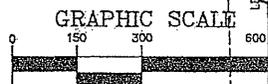
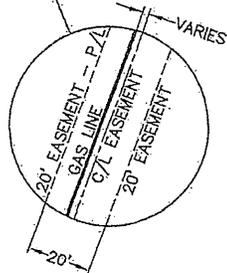
My Commission Expires: _____



NCGS MONUMENT "CLARKS"
 NAD 1983(2011) GRID COORDINATES
 N. 509908.12 sFT
 E. 2548100.80 sFT
 COMBINED FACTOR = 0.99987782



N/F
 CRAVEN COUNTY
 P.I.D. 8-217-025
 D.B.1604, P.1010
 P.C. G, SL.96H



PIEDMONT NATURAL GAS EASEMENT ACROSS THE LANDS OF CRAVEN COUNTY EXECUTIVE PARKWAY CRAVEN COUNTY INDUSTRIAL PARK TOWNSHIP 8, NORTH CAROLINA	DATE: .1-13-2016 JOB NO.: 2015102 SCALE: 1" = 300'	ROBERT M. CHILES, P.E. ENGINEERS AND CONSULTANTS 417 A BROAD STREET NEW BERN, NORTH CAROLINA 252-637-4702
--	--	--

LEW/2015/02 REV. 1-13-16

DRAFT RESOLUTION ON REFUGEES FROM TERRORIST NATIONS

Whereas, the Obama Administration has pledged to accept as many as 10,000 Syrian and Iraqi refugees into the United States; and

Whereas, due to the conflicts in and around Syria and Iraq, many of the individuals seeking refugee status in the United States are unable to present critical biographical information to those responsible for verifying the identities of such individuals; and

Whereas, the United States House of Representative's Committee on Homeland Security has found that many European countries have been overrun with refugees coming in from Syria and North Africa, overburdening the social services of those countries and creating a "look the other way" posture, allowing refugees to move freely within Europe without vetting; and

Whereas, unless proper verification of those individuals from Syria and Iraq can be fully demonstrated it is unlikely a complete threat assessment of those individuals can be performed and that the safety of those who will be asked to live in near proximity to those individuals can be fully guaranteed; and

Whereas, Interfaith Refugee Ministry, an affiliate of the Episcopal Migration Ministries, is the local agency with responsibility to assist refugees with the basic necessities when they first arrive in Craven County and the surrounding areas; and

Whereas, Interfaith Refugee Ministry has been assisting with the placement of refugees in eastern North Carolina since 1992, resettling as many as 200 individuals each year within our community; and

Whereas, the legitimacy and success of the refugee program based in eastern North Carolina is rooted in the ability of Interfaith Refugee Ministry to depend on the investigative work of the United Nation's High Commissioner on Refugees and United States Immigration officials; and

Whereas, it has been the practice of Interfaith Refugee Ministry to decline the placement of individuals with severe medical problems, a history of mental illness or disability, or those with a criminal record; and

Whereas, as it is the case that neither the United Nation's High Commissioner on Refugees or United States Immigration officials are currently able to adequately demonstrate that the usual and customary high standards for acceptance into the program run by the Interfaith Refugee Ministry can be met;

Therefore Be It Resolved, that in the interest of safety to our community and the desire to maintain the continued goodwill of those within our community toward all refugees finding their way to eastern North Carolina, that the Craven County Board of

DRAFT RESOLUTION ON REFUGEES FROM TERRORIST NATIONS

Commissioners requests that the Interfaith Refugee Ministry decline the placement of any refugees from countries that have significant territory controlled by an organization designated by the State Department to be a Foreign Terrorist Organization, including but not limited to Iraq, Libya, Somalia, Syria, and Yemen.

DRAFT

Volunteer Board Information and Interest Sheet Craven County, North Carolina

Names of board, committee, authority, etc., in which you are interested. Please list in order of priority:
Craven Clean Sweep Committee

Name:	<u>Pam Roberts</u>	Home Phone:	<u>252-631-1451</u>
Home Address:	<u>520 Jimmies Creek Dr.</u>		
City:	<u>New Bern</u>	Zip Code:	<u>28562</u>
Township:		City Limits:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Occupation:	<u>Retired</u>	Business Phone:	<u>330-612-7262-cell preferred</u>
Place of Employment:	<u>n/a</u>	Fax Number:	<u>n/a</u>
E-Mail Address:	<u>53pugdog@sbcglobal.net</u>		

(Please indicate your preferred contact number.)

Education

B.S. Education-University of Akron (Akron, OH)

Business and Civic Experience

Employed previously by Allstate Ins. Co., FedEx Corp, and I was a business owner 1999-2005.

Areas of Expertise, Interest, Skills

Business owner, operations manager, worker! I have lots of free time available, and I am great at picking up trash!

Why do you want to serve?

New Bern, Craven County, as well as NC in general, needs volunteers to help get littering under control. I would like to help do that on the Craven Clean Sweep Committee.

Please List Other Local, Regional and Statewide Boards, Committees or Commissions on Which You Serve

None

(A resume may be attached to this form, but will not be accepted in lieu of the form.)

Date: 01/19/2016

Signature: Pamela K Roberts

Please be advised that this form is a public record, and must be made available to the public upon request.

The Craven County Board of Commissioners sincerely appreciates the interest of all citizens in serving their county. For more information on the responsibilities of various boards, you may view the on-line board descriptions or contact the County Clerk's Office at (252) 636-6601. RETURN FORM TO: CRAVEN COUNTY CLERK, 406 CRAVEN STREET, NEW BERN, NC 28560. The form may also be sent via e-mail (gbryan@cravencountync.gov) or fax: (252-637-0526.

This form will remain active until two years after date received.

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

DOGWOOD FARM AND TIMBER, LLC 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 5, Craven County, North Carolina, being known as and more particularly described as: Street Address: 435 Prichard Avenue, Craven County North Carolina
Subdivision Name: n/a
Tax Parcel ID No.: 5-021-063
Plat Reference: n/a

Being all of that property more particularly described in Deed Book 3366, Page 565 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is **\$3,000.00** and shall be paid as follows:

- (a) **\$500.00** EARNEST MONEY DEPOSIT with this offer by bank check or certified check 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) **\$2,500.00** 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 **thirty (30) days after final approval by the Craven County Board of Commissioners**. The deed is to be made to: **Dogwood Farm and Timber, LLC**, 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 JSP Seller Initials DC

- 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: *Larry S. Paul, Jr.* (SEAL)
Nancy C. Paul (SEAL)

Name: Larry S. Paul, Jr., Member/Manager
 Nancy C. Paul, Member/Manager
 Dogwood Farm and Timber, LLC

Date: 1/20/2016

Address: P.O. Box 1062
 Havelock, N.C. 28532

Phone No. 252-447-8596

SELLER
 CRAVEN COUNTY

By: _____ (SEAL)
 Its: _____
 Date: _____

Buyer Initials *LSP* *NCP* Seller Initials _____

(Rev. 2014)

HARLAND CLARKE

800-552-2902

M16779 50215451

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW



OFFICIAL CHECK

M16779 50215451

5008161604

ISSUING BRANCH 6078101-NEW BERN - MAIN

DATE JANUARY 20, 2016

68-236/514

PAY TO THE ORDER OF CRAVEN COUNTY

\$ **** \$500.00 ****

BB&T 500000

DOLLARS

BB&T

Sherrill
AUTHORIZED SIGNATURE

MEMO/PURCHASER 435 PRICHARD AVENUE

Details on Back



Security Features Included.



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 1/19/2016 3:21:48 PM

Parcel ID : 5-021 -063
Owner : CRAVEN COUNTY
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
Property Address : 435 PRICHARD AVE
Description : 4 DINAH PRITCHARD HRS DIV
Lot Description : 166.78 X 935.91 IRR



Assessed Acreage : 3.850 **Calculated Acreage :** 3.730
Deed Reference : 3366-0565 **Recorded Date :** 6 26 2015
Recorded Survey : F-173-H
Estate Number :
Land Value : \$15,160 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$15,160
City Name : **Fire tax District :** TOWNSHIP 5
Drainage District : **Special District :**
Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
6/26/2015	MOORE, VICTOR JR & MOORE, GEORGE	CRAVEN COUNTY	STRAIGHT TRANSFER	\$3,000
4/17/1997	MOORE, LIZZIE	MOORE, VICTOR JR & MOORE, GEORGE	STRAIGHT TRANSFER	\$0
12/22/1994	PRITCHARD, DINAH HRS	MOORE, LIZZIE	STRAIGHT TRANSFER	\$0

List of Improvements to Site

No improvements listed for this parcel



Image ID: 000002471178 Type: CRP
Recorded: 06/26/2015 at 10:00:08 AM
Fee Amt: \$32.00 Page 1 of 3
Revenue Tax: \$8.00
Workflow# 0000136662-0001
Craven, NC
Sherril B. Richard Register of Deeds
BK **3366** PG **565**

NORTH CAROLINA

COMMISSIONER'S DEED

CRAVEN COUNTY

Revenue Stamps: \$6.00
Parcel # 5-021-063

THIS **COMMISSIONER'S DEED**, made and executed this 23rd day of June, 2015, 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. Victor Bernard Moore, Jr., et al, Defendants (File No. 14 CVD 112), Grantor, to **Craven County**, whose mailing address is **406 Craven Street, New Bern, North Carolina 28560** as Grantee.

WITNESSETH :

WHEREAS, said Aaron D. Arnette, Commissioner, being empowered and directed by a judgment in the said action, did, on the 12th day of May, 2015, 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(s) for said land at the public sale for the sum of **\$2,952.34**; and

WHEREAS, on the 12th day of May, 2015, Aaron D. Arnette, Commissioner, reported to the Court that Craven County was the last and highest bidder for said property in the amount of **\$2952.34**; and,

WHEREAS, on the 12th day of May, 2015, Aaron D. Arnette, Commissioner, filed a Report of Sale indicating that Craven County was the last and highest bidder for said property in the amount of **\$2,952.34**; and,

Prepared By: *[Signature]*
Sumrell, Sugg, Carmichael, Hicks & Hart, P.A.
416 Pollock Street
New Bern, NC 28560

[Handwritten initials]



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

WHEREAS, an order confirming the sale to Craven County was entered by the Craven County Clerk of Superior Court on or about June 23, 2015; and

WHEREAS, on or about June 23, 2015, 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 Five (5) Township, Craven County, North Carolina, and more particularly described as follows:

That certain lot, tract or parcel of land situated, lying and being in the County of Craven, North Carolina, and being Lot Number 4 as shown on a survey and map of the Dinah Prichard Heirs recorded in Deed Book 259 at Page 445 in the Office of the Register of Deeds of Craven County. Being a part of the land described in Will Book E, Page 547; further being found in Plat Cabinet F, Slide 173H in the Office of the Craven County Registry in a survey prepared by Robert H. Davis, R.L.S. and containing approximately 3.85 acres.

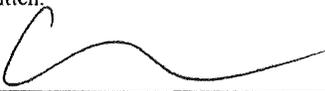
This property is commonly referred to by its tax parcel identification number which is 5-021-063.

This parcel is not the primary residence of the grantor.

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances thereunto belonging to Craven County and the City of New Bern, 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.


_____(SEAL)
Aaron D. Arnette, Commissioner

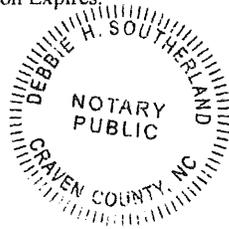
STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, Debbie H. Southerland, a Notary Public of Craven County, 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 23rd day of June, 2015.

My Commission Expires:

2/11/17





NOTARY PUBLIC

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RESOLUTION

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by it identified as Tax Parcel Number 5-021-063, and more particularly described in Deed Book 3366 at Page 565 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 1ST DAY OF FEBRUARY, 2016.

(County Seal)

GEORGE LINER, Chairman

GWENDOLYN BRYAN,
Clerk to the Board