

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

1. PETITIONS OF CITIZENS
2. CONSENT AGENDA
 - A. Minutes of July 5, 2016 Regular Session
 - B. Tax Releases and Refunds
 - C. NAACP Resolution

DEPARTMENTAL MATTERS

3. HEALTH – ENVIRONMENTAL HEALTH FEE RECOMMENDATIONS: Keith Jernigan, Environmental Health Supervisor
4. RECREATION: Eddie Games, Recreation Director
 - A. Budget Amendment – Inclusive Playground at Creekside
 - B. Budget Amendment – Miscellaneous Donation for Dugout Top
5. WATER: Rusty Hayes, Water Superintendent
 - A. Establish Municipal Water Rate for Bulk Water Sales
 - B. Interlocal Agreement for Emergency Water Supply
6. PLANNING: Reed Whitesell, Holland Consulting Planners
 - A. FY 13 Flood Mitigation Assistance (FMA) Program Contract Award Recommendation
 - B. FY 14 Flood Mitigation Assistance (FMA) Program Contract Award Recommendation
7. EMERGENCY SERVICES – MUTUAL AID AGREEMENT FOR 911 COMMUNICATIONS & DISPATCH BACK-UP: Stanley Kite, Emergency Services Director

8. SHERIFF – BUDGET AMENDMENT: Jesse Pittman, Administrative Captain
9. FINANCE – BUDGET AMENDMENT: Craig Warren, Finance Director
10. ADMINISTRATION – FUEL PROCUREMENT AGREEMENT WITH CITY OF NEW BERN: Jack Veit, County Manager; Gene Hodges, Assistant County Manager
11. APPOINTMENTS
12. COUNTY ATTORNEY'S REPORT: Jim Hicks
13. COUNTY MANAGER'S REPORT: Jack Veit
14. COMMISSIONERS' REPORTS

Agenda Date: August 1, 2016

Presenter: _____

Agenda Item No. 1

Board Action Required or Considered: No

PETITIONS OF CITIZENS

Board Action: Receive Information

Agenda Date: August 1, 2016

Presenter: _____

Agenda Item No. 2

Board Action Required or Considered: Yes

CONSENT AGENDA

A. MINUTES OF JULY 5, 2016 REGULAR SESSION

The Board will be requested to approve the minutes of July 5, 2016 regular session.

B. TAX RELEASES AND REFUNDS

Included with the routine releases and refunds, contained in Attachment #2.B., is a release in the amount of \$8,627.87 for Thomas B. & Vickie M. Harmon. This amount represents tax on a yacht to both Craven County and the City of New Bern for tax years 2014 and 2015. After the discovery was made, it was determined that the vessel was not owned by the Harmons and that it is permanently located in Florida and has been for many years.

This type of listing error most often occurs when the marina reports a name other than the one in which the boat is registered. While we strive to minimize this from occurring by sending a notice of the proposed discovery in advance of billing it, sometimes the information is not forthcoming until after the bill is issued.

C. NAACP RESOLUTION

The local chapter of NAACP has requested a resolution to be included in the program for the annual banquet, being held on September 10, 2016. The proposed resolution appears as Attachment #2.C.

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

Agenda Date: August 1, 2016

Presenter: Keith Jernigan

Agenda Item No. 3

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: HEALTH – ENVIRONMENTAL HEALTH FEE
RECOMMENDATIONS**

Keith Jernigan, Environmental Health Supervisor, will present the proposed fee recommendations, to be effective August 1, 2016.

Description of Service: Increase water analysis of certain tests performed by NC State Laboratory

Justification: Increases are needed to offset costs associated with collection, transportation and analysis of listed services.

<u>Current Fee:</u>		<u>Proposed Fee:</u>
\$75.00	-Inorganic Panel – Metals, Anions, Nitrate/Nitrite	\$135.00
\$80.00	-Full Well Panel – Inorganic Chemistry and Microbiology	\$150.00
\$80.00	-Pesticides	\$100.00
\$80.00	-Herbicides	\$100.00
\$80.00	-Petroleum Products	\$100.00
\$80.00	-Volatile Organic Chemicals	\$200.00
\$55.00	-Fecal coliform/Fecal Streptococcus-MTF	\$ 85.00
\$70.00	-Inorganic Panel – Metals	\$120.00
\$65.00	-Metals Panel	\$ 85.00
\$50.00	-Individuals metals: 3 max from above panel plus uranium	\$ 85.00
\$35.00	-Anions – Fluoride, Chloride, & Sulfate	\$ 50.00

Description of Service: Swimming Pool Revisit

Justification: Covers cost associated with reinstatement of a suspended permit or revisit request for permitting of a pool found to be not prepared for permitting during previous inspection. Also, to bring the cost of a revisit fee in line with neighboring counties: Carteret \$30; Pitt \$50; New Hanover \$70.

<u>Current Fee:</u>	<u>Proposed Fee:</u>
\$25.00	\$50.00

Board Action: Approve fee recommendations

Agenda Date: August 1, 2016

Presenter: Eddie Games

Agenda Item No. 4

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: RECREATION

A. BUDGET AMENDMENT – INCLUSIVE PLAYGROUND AT CREEKSIDE

Eddie Games, Recreation & Parks Director, will present the budget amendment shown as Attachment # 4.A, requesting to move the funds from the FY16 budget (\$367,774) to this year's budget to complete the inclusive playground at Creekside Park. This project was started this spring and is scheduled to be completed by mid-August.

B. BUDGET AMENDMENT – MISCELLANEOUS DONATION FOR DUGOUT TOP

Mr. Games will present the budget amendment shown as Attachment #4.B., requesting to move \$ 1,310 collected last fiscal year to purchase dugout tops for the adult baseball field at Creekside. These funds were given to the department as a memorial donation by family & friends in memory of Bob McCunn who played in the adult baseball league. This money will purchase one top and we have the funds in this year's budget to purchase the second.

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

Agenda Date: August 1, 2016

Presenter: Rusty Hayes

Agenda Item No. 5

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: WATER

A. ESTABLISH MUNICIPAL WATER RATE FOR BULK WATER SALES

In July 2015 Craven County Water entered into a contract with the Town of Cove City to supply water at an agreed upon rate. Although contractually this Municipal rate was agreed to, it was not formally established in the water fee schedule.

Municipal Rate:

0 – 3000 \$400.00

3,001 – 6,000 \$3.00

6,001 – 9,000 \$3.50

9,001 – 12,000 \$3.50

12,001 – 15,000 \$3.50

Over 15,000 \$3.75

Craven County Water currently has five interconnections with adjoining water systems. Currently there is no established rate to charge in the event assistance is needed to provide water in the event of an emergency. Rusty Hayes, Water Superintendent, will appear before the Board to propose a \$4.00 per thousand gallon rate to be established as part of the water fee schedule.

Board Action: Board consideration of approval to establish a Municipal and Emergency Interconnection Rate.

B. INTERLOCAL AGREEMENT FOR EMERGENCY WATER SUPPLY

Mr. Hayes, will present a request from the Town of Dover to enter into an agreement with Craven County through a proposed interconnection with the Craven County Water system's existing waterline located near the intersection of Kansas and Dover Fort Barnwell Roads. The Town of Dover will bear all costs associated with the interconnection. (See Attachment #5.B.)

Board Action: Consideration of Proposed Interconnection Agreement.

Agenda Date: August 1, 2016

Presenter: Reed Whitesell

Agenda Item No. 6

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: PLANNING

A. FY 13 FLOOD MITIGATION ASSISTANCE (FMA) PROGRAM CONTRACT AWARD RECOMMENDATION

A bid opening for the reconstruction of one frame-built structure at 1065 Bluebill Drive, Havelock was held on July 6, 2016. Reed Whitesell, Holland Consulting Planners, will present bids received by three (3) regional general contractors; CLA/Billy Earp, Sun Coast Homes & Development and B & B Construction. (See Attachment #6.A.)

Contract award is recommended for the contractor submitting the lowest responsible bid is as follows:

<u>Unit Address</u>	<u>Contractor</u>	<u>Amount</u>
1065 Bluebill Drive	Sun Coast Homes & Development	\$149,500 (Low Bid)

Board Action: A vote to approve the contract award is needed to move forward with the project.

B. FY 14 FLOOD MITIGATION ASSISTANCE (FMA) PROGRAM CONTRACT AWARD RECOMMENDATION

A bid opening for the elevation of three (3) residential structures at 1809 High Street, New Bern; 990 Live Oak Drive, Havelock; and 405 Harbor Drive, New Bern, was held on July 21, 2016. Mr. Whitesell will present bids received from six (6) contractors: JE Dillahunt, Paul Woolard Construction, B & B Construction, IMEC Group, Goose Creek Construction and J. Harrelson Company. (See Attachment #6.B.)

Contract awards are recommended for the contractors submitting the lowest responsible bids as follows:

<u>Unit Address</u>	<u>Contractor</u>	<u>Amount</u>
1809 High St, New Bern	B & B Construction	\$ 88,000 (Low Bid)
990 Live Oak Drive, Havelock	Paul Woolard Construction	\$ 96,586 (Low Bid)
405 Harbor Drive, New Bern	J. Harrelson Company	\$139,200 (Low Bid)

Board Action: A vote to approve the contract awards is needed to move forward with the project.

Agenda Date: August 1, 2016

Presenter: Stanley Kite

Agenda Item No. 7

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: EMERGENCY SERVICES – MUTUAL AID
AGREEMENT FOR 911 COMMUNICATIONS & DISPATCH**

Stanley Kite, Emergency Services Director, will present a Mutual Aid Agreement between Beaufort County and Craven County E911 Center to provide mutual aid during times of disaster or any emergency situation to ensure that all available resources are potentially available in the event either party's E911 communications center requires aid of the other.

Board Action: Consider approval of the proposed agreement.

Agenda Date: August 1, 2016

Presenter: Jesse Pittman

Agenda Item No. 8

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: SHERIFF BUDGET AMENDMENT

Jesse Pittman, Administrative Captain, will present a budget amendment, contained in Attachment #8, requesting to carryover grant funds from FY15-16 to allow for payment of items purchased under the grant description which were on order in FY 15-16 but not received and invoiced until after July 1st.

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

Agenda Date: August 1, 2016

Presenter: Craig Warren

Agenda Item No. 9

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: FINANCE – BUDGET AMENDMENT

Craig Warren, Finance Director, will present the budget amendment, contained in Attachment #9, for the Board's approval.

Amendment: Tri Community Fire Dept – At the May 16, 2016 board meeting, Commissioners adopted a resolution adding the Town of Bridgeton to Tri-Community Fire District's coverage area beginning July 1, 2016. As part of the resolution, the fire tax rate for Tri-Community would be levied to that service area to provide for the fire protection services. Due to an oversight, \$36,553 of estimated property tax revenue generated for this additional service area was not included in the original budget for Tri-Community Fire District. It is requested by staff at this time to amend original budget to include this additional tax revenue and payment to Fire District.

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

Agenda Date: August 1, 2016

Presenters: Jack Veit, Gene Hodges

Agenda Item No. 10

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: ADMINISTRATION – FUEL PROCUREMENT AGREEMENT WITH THE CITY OF NEW BERN

Earlier in the calendar year, the City of New Bern proposed a few changes to the Fuel Procurement Agreement that Craven County has with the City. The primary change was to increase the administrative fee of 1% of total fuel costs to a \$0.13 per gallon fee. This new \$0.13 per gallon fee is comprised of \$0.03 per gallon for the County's pro-rata share of the capital and maintenance expense of the fuel dispenser and equipment and \$0.10 per gallon for administrative and overhead costs. County staff conducted a thorough analysis of options for fuel procurement. These options were continuing with the procurement agreement with the City of New Bern under the new terms, purchasing the necessary equipment and operating our own fuel pump, or utilize a fleet card system that will allow for purchase of fuel at most any retailer in the County. Continuing with the agreement with the City proved to be the most economical option for Craven County. After a couple of iterations and a review of essential county vehicles during times of emergency, an agreement has been drafted that is acceptable to both parties. A draft of this agreement is shown as Attachment #10.

Board Action: Receive this information and authorize the County Manager to enter into a 3 year agreement with the City of New Bern related to the procurement of fuel for Craven County vehicles and equipment.

Agenda Date: August 1, 2016

Presenter: _____

Agenda Item No. 11

Board Action Required or Considered: Yes

APPOINTMENTS

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

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

A. PENDING 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 Representative - 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 Expiring: Joy Hudson (Permanent agency seat; Employment Security Commission "ESC")*

No applications on file.

* The ESC member has not been attending for some time. The Aging Planning Board is in the process of determining if this seat needs to continue or if bylaws need amendment.

AGRICULTURAL ADVISORY COMMITTEE

AUTHORIZATION: Local Ordinance

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

NUMBER OF MEMBERS:
9

TYPE:
(See qualifications)

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

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: At the call of the Chairperson

COMPENSATION: No Yes Specify: _____

Terms expiring: Jimmy Arthur (**Not seeking reappointment**)

No applications on file.

RECREATION AND PARKS ADVISORY BOARD

AUTHORIZATION: Bylaws

MISSION/FUNCTION: Serves as the recreation advisory body for the Craven County Department of Recreation and Parks; suggests policies; consults with and advises Recreation Director, County Manager and Commissioners in matters related to recreation programs, finances, acquisition and disposal of property consistent with overall, long range recreation planning.

NUMBER OF MEMBERS:

12

TYPE:

1 from each township (8)

4 at-large

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

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: 3rd Monday at 6:00 p.m.; Administration conference room

COMPENSATION: No Yes Specify: _____

Terms expiring: Dickie Fairburn (2 terms*); Cathy Frazier; Abel Sandoval; Bill Taylor (2 terms*)

*Recreation and Parks bylaws limit board members to two terms. The Board’s consensus at the last meeting was to review the bylaws (Attachment # 11.A.) to consider amendments to the size of the advisory board, and term limits. Following is the list of current appointees:

LAST NAME	FIRST NAME	FIRST APP'T.	EXP.	ADDRESS/DISTRICT
(A) ALLEN	JENNINGS	2013	2016	1175 SPRING GARDEN RD (Dist. 2)
(A) BAUER	EUGENE	2015	2018	111 BOWLINE ROAD (Dist. 4)
(A) BERNTHAL	JIM	2011	2017	1000 CAMBRIDGE CT. (Dist. 4)
(A) BRAXTON	CHAD	2014	2017	404 FIRST AVE. VANCEBORO (At Large)
(I) FAIRBURN	DICKIE	2001	2016	3797 W NC HWY 55 W COVE CITY (At Large)
(A) FRAZIER	CATHY	2013	2016	155 DEWEY RD., HAVELOCK (Dist. 5)
(I) MCCOY*	KRISTEN	2012	2018	206 WEST SUNSET BLVD, COVE CITY (Dist. 2)
(A) MILLER	DANIEL	2011	2017	2308 CARACARA DR (Dist. 1)
(I) RIGGS	FORRESTINE	2012	2017	437 KORNEGAY, DOVER (Dist. 2)
(I) SANDOVAL*	ABEL	2013	2016	110 LEE K ALLEN DR.HAVELOCK (Dist. 6)
(A) TAYLOR	BILL	2010	2016	504 LILLIPUT DR. (Dist.7)
(A) WEBB	MATT	2014	2017	1013 COLLETON WAY (Dist. 4)

(A) – Active

(I) – Inactive

(*)- Inactive Intermittently; has been active but missed last couple of meetings

RIVER BEND BOARD OF ADJUSTMENT (EXTRATERRITORIAL JURISDICTION)

AUTHORIZATION: NCGS 160A-362

MISSION/FUNCTION: Serves as a quasi-judicial body; reviews and rules on permitted variances

NUMBER OF MEMBERS:

1

TYPE:

Resident of River Bend's ETJ Area

1

Alternate; resident of River Bend's ETJ Area

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

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: As needed

Term(s) due to expire:

Kelly Forrest (Appointed 2007)

No applications on file.

B. CURRENT APPOINTMENTS

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: _____

Appointments due to expire: Lavick Williams (Sr. Tar Heel Legislature; stipulated agency rep.)
Beth Junak (Craven County Health Department; no longer employed with Department; needs replacement)
Kelly Walker (CARTS; stipulated agency representative)

No applications on file.

FIRE TAX COMMISSIONERS

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

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

NUMBER OF MEMBERS:

30

TYPE:

3 per District

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

Must be a qualified voter of the district represented.

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: _____

COMPENSATION: No Yes Specify: _____

Term(s) ending: Otto Simmons (Appointed 2012)

Application(s) 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

Term(s) ending: Amy Bryant (changed positions at Trillium)

Applications on file: Jean Kenefick (Attachment # 11.B.; new Trillium designee)

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: _____

Terms due to expire: Judi Lloyd (Appointed 2010)
Lynn Rosania (Appointed 2010)

Both are active and willing to continue serving.

EMS (EMERGENCY MEDICAL SERVICES) ADVISORY COUNCIL

AUTHORIZATION: Bylaws

MISSION/FUNCTION: Develops and recommends for approval by the Board of Commissioners standards of care, procedures and actions which will maintain and improve the quality of emergency Medical Services for the residents of Craven County.

NUMBER OF MEMBERS:
28

TYPE:
County Manager (or representative), County Emergency Services Director, Representative from each Craven County Emergency Medical Services Provider, representative from each authorized First Responder Provider, hospital president (or designee), Craven County Medical Director, physician nominated by Craven County Medical Society, representative from Craven County Communications, representative from Craven County Firemen's Association, hospital Emergency Room Supervisor, citizen (non-provider affiliated), Community College Dean of Continuing Education, representative nominated by Craven County Law Enforcement Association, representative from naval hospital aboard MCAS Cherry Point, ad hoc members (ECCOG EMS Director, OEMS Regional Coordinator, American Red Cross Director

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

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: Bi-monthly

COMPENSATION: No Yes Specify: _____

Terms Ending:

- Mark Dail (Rhems F.D.)
- James Davis (CarolinaEast; Appointed 2008)
- Doug Furgason (At-large; Appointed 2006)
- John Harrell (Bridgeton Rescue; Appointed 2009)
- Stanley Koontz (Carolina East Medical Director)
- Jean Matthews (Cove City Rescue)
- Debra Rogers (CarolinaEast E.D.; Appointed 2008)
- Ronnie Weems (Fire Association; Appointed 2010)
- Rick Zaccardelli (City of Havelock)

All are still in their positions and expect to continue.

NCACC VOTING DELEGATE

A voting delegate to the NCACC Annual Conference in Forsyth County, August 11-14 needs to be designated. Commissioners Dacey, Liner, Mark and McCabe will be in attendance.

(See Attachment #11.B.1.)

C. UPCOMING APPOINTMENTS

SEPTEMBER

River Bend Planning Board: Kelly Forrest

OCTOBER

Aging Planning Board: Clay Gaskins

Firemen's Relief Fund: Aaron McLawhorn (Rhems)
Dred Mitchell (Cove City)

Fire Tax Commissioners: Rolf Maris (Twp. #!)
Aaron McLawhorn (Rhems)
Joseph Midgette
Alton Riggs (No. 7 Twp.)

Agenda Date: August 1, 2016

Presenter: Jim Hicks

Agenda Item No. 12

COUNTY ATTORNEY'S REPORT

FINAL ACCEPTANCE – OFFER TO PURCHASE REAL PROPERTY – 3022 MADISON AVENUE, NEW BERN (PARCEL NUMBER 8-044-A-069)

Jim Hicks, County Attorney, will present an offer previously received and tentatively approved by Craven County and the City of New Bern for the property located at 3022 Madison Avenue, in the amount of \$4,200.00. The total taxes and costs that were foreclosed on were \$4,189.43. The current tax value is \$47,900.00.

The offer was advertised, and there were multiple upset bids, with the final bid in the amount of \$17,751.05. Attachment #12 contains the proposed resolution, deed and lien waiver. It is recommended that the Board give final approval of the sale and adopt the resolution.

Agenda Date: August 1, 2016

Presenter: Jack Veit

Agenda Item No. 13

COUNTY MANAGER'S REPORT

Agenda Date: August 1, 2016

Presenter: _____

Agenda Item No. 14

COMMISSIONERS' REPORTS

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 08/01/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
CAMINITI, CHRISTOPHER NOT IN BUSINESS 1/1/2015	0083080 2015-0090638	68.23
COLONIAL CAPITOL SERVICES LLC NOT IN BUSINESS 1/1/2015	0100108 2015-0011388	15.65
DIXON, JOHN & SHERRY DID NOT OWN 1/1/2011	0044186 2011-0015588	117.08
FOSS, JAMIE MILITARY EXEMPT	0104342 2015-0090050	155.02
GARNER, JESSE THOMAS II BOAT NOT TAXABLE TO CRAVEN COUNTY	0095368 2015-0020594	7.78
GUILLERMO, VICTORIANO DID NOT OWN 1/1/2014	0102140 2014-0023320	84.88
GUILLERMO, VICTORIANO DID NOT OWN 1/1/2015	0102140 2015-0023412	74.84
GUILLORY, DAVID J & DEBORAH FORECLOSURE-LIEN EXTINGUISHED	0064420 2011-0023642	47.18
GUILLORY, DAVID J & DEBORAH FORECLOSURE-LIEN EXTINGUISHED	0064420 2012-0023471	94.08
GUILLORY, DAVID J & DEBORAH FORECLOSURE-LIEN EXTINGUISHED	0064420 2013-0022675	81.81
GUILLORY, DAVID J & DEBORAH FORECLOSURE-LIEN EXTINGUISHED	0064420 2014-0023322	75.81
GUILLORY, DAVID J & DEBORAH FORECLOSURE-LIEN EXTINGUISHED	0064420 2015-0023414	69.81
HALL, JEREMY MILITARY EXEMPT	0098768 2013-0092033	3.09
HALL, JEREMY MILITARY EXEMPT	0098768 2015-0023890	211.88

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 08/01/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
HANRAHAN, BRIAN MILITARY EXEMPTION	0106835 2015-0024170	36.10
HARMON, THOMAS B & VICKI M NOT TAXABLE TO CRAVEN COUNTY	0059226 2015-0091845	8,627.87
JESANA ELECTRONICS BUSINESS CLOSED 2012	0029427 2015-0091170	57.24
JESANA ELECTRONICS BUSINESS CLOSED 2012	0029427 2013-0094914	63.72
JESANA ELECTRONICS BUSINESS CLOSED 2012	0029427 2014-0092405	60.46
KEARNY, JESSIE E JR & SASHA A DID NOT OWN 1/1/2014	0041930 2014-0090540	245.56
KEARNY, JESSIE E JR & SASHA A DID NOT OWN 1/1/2013	0041930 2013-0092545	263.89
MENESES, LUIS HERNANDO TRAILER NOT TAXABLE TO CRAVEN CO.	0090111 2013-0092826	34.78
MENESES, LUIS HERNANDO TRAILER NOT TAXABLE TO CRAVEN CO.	0090111 2014-0092589	30.66
MENESES, LUIS HERNANDO TRAILER NOT TAXABLE TO CRAVEN CO.	0090111 2015-0038905	26.95
MORRIS, RAY DID NOT OWN 1/1/2013	0098438 2013-0090877	51.24
MROSS, ROGER J & CATHERINE T FORECLOSURE-LIEN EXTINGUISHED	0023589 2008-0040570	659.09
MROSS, ROGER J & CATHERINE T FORECLOSURE-LIEN EXTINGUISHED	0023589 2009-0040735	1,182.67
MROSS, ROGER J & CATHERINE T FORECLOSURE-LIEN EXTINGUISHED	0023589 2010-0037115	534.85

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 08/01/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
MROSS, ROGER J & CATHERINE T FORECLOSURE-LIEN EXTINGUISHED	0023589 2011-0041375	652.18
MROSS, ROGER J & CATHERINE T FORECLOSURE-LIEN EXTINGUISHED	0023589 2012-0041272	2,526.78
MROSS, ROGER J & CATHERINE T FORECLOSURE-LIEN EXTINGUISHED	0023589 2013-0039731	1,588.30
MROSS, ROGER J & CATHERINE T FORECLOSURE-LIEN EXTINGUISHED	0023589 2014-0040571	1,367.44
MROSS, ROGER J & CATHERINE T FORECLOSURE-LIEN EXTINGUISHED	0023589 2015-0041456	759.01
MURPHY, ROY EARL JR TAGGED VEHICLE-SHOULD NOT LIST	5287960 2015-0041709	78.50
NARDOZZI, ANTHONY S CORRECTED DISCOVERED PROPERTY VALUE	0103933 2015-0090102	254.45
NOBLES, ALLIE HRS FORECLOSURE-LIEN EXTINGUISHED	0029404 2012-0042641	45.78
NOBLES, ALLIE HRS FORECLOSURE-LIEN EXTINGUISHED	0029404 2013-0041018	42.48
NOBLES, ALLIE HRS FORECLOSURE-LIEN EXTINGUISHED	0029404 2014-0041921	39.36
NOBLES, ALLIE HRS FORECLOSURE-LIEN EXTINGUISHED	0029404 2015-0042849	36.24
PARKER, GREG DID NOT OWN 1/1/2015	0076056 2015-0044535	53.11
REGAN, JAMES ARTHUR SR DID NOT OWN 1/1/2015	0041864 2015-0047966	7.85
RIDENOUR, STEVEN HAROLD DID NOT OWN 1/1/2013	0083330 2013-0093187	10.08

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 08/01/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
RIDENOUR, STEVEN HAROLD DID NOT OWN 1/1/2014	0083330 2014-0090689	9.54
RIDENOUR, STEVEN HAROLD DID NOT OWN 1/1/2015	0083330 2015-0048574	9.07
SANGSTER, CORY CARRELL MILITARY EXEMPT	0106332 2015-0050674	133.85
THACKSTON, PERCY L D & LEGARE DID NOT OWN 1/1/2015	0038980 2015-0056656	152.76
THOMAS, CHRISTOPHER MILITARY EXEMPTION	0101901 2015-0091708	258.40
TOLER, ASHER RYAN MULTIPLE RECYCLES KEYED IN ERROR	0083393 2015-0057403	421.74
TURNER, PERRY GRAY SR DID NOT OWN 1/1/2015	0093256 2015-0058438	110.30
UNIQUELY U PHOTOGRAPHY CORRECTED DISCOVERED PROPERTY VALUE	0089534 2012-0091277	177.71
UNIQUELY U PHOTOGRAPHY CORRECTED DISCOVERED PROPERTY VALUE	0089534 2013-0095333	159.47
WILLEFORD, ROY BOAT NOT TAXABLE TO CRAVEN COUNTY	0106207 2015-0062824	66.54
WORTHINGTON, DEAN W DID NOT OWN 1/1/2011	0072071 2011-0064106	13.05
WORTHINGTON, DEAN W DID NOT OWN 1/1/2012	0072071 2012-0064050	14.62
WORTHINGTON, DEAN W DID NOT OWN 1/1/2013	0072071 2013-0093907	9.91
WORTHINGTON, DEAN W DID NOT OWN 1/1/2014	0072071 2014-0062982	9.03

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 08/01/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
WORTHINGTON, DEAN W DID NOT OWN 1/1/2015	0072071 2015-0064358	8.14
	57 -CREDIT MEMO(S)	21,997.91

REFUNDS SUBJECT TO BOARD APPROVAL ON 08/01/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
HALL, JEREMY MILITARY EXEMPT	0098768 2013-0092033	103.36
KEARNY, JESSIE E JR & SASHA A DID NOT OWN 1/1/2011	0041930 2011-0031582	227.00
KEARNY, JESSIE E JR & SASHA A DID NOT OWN 1/1/2012	0041930 2012-0031474	216.46
KEARNY, JESSIE E JR & SASHA A DID NOT OWN 1/1/2015	0041930 2015-0031534	204.97
	4 -REFUND(S)	751.79

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

WHEREAS, the Craven County Branch of the NAACP will celebrate 67 years of continuous community service at its annual banquet on Saturday, September 10, 2016; and

WHEREAS, this organization, through its efforts continues to make a significant impact on the citizens and quality of life in this area; and

WHEREAS, the theme for this year's banquet, "ENC Forward Together -- Not One Step Backwards", reflects the NAACP's collaborative approach to establishing unity in its efforts toward equality and progress for all citizens.

NOW THEREFORE, the Craven County Board of Commissioners recognizes the contributions of the Craven County NAACP and extends congratulations and best wishes on the occasion of this annual observance.

Adopted this 1st day of August, 2016.

Chairman George S. Liner
Craven County Board of Commissioners

Gwendolyn Bryan
Clerk to the Board

NORTH CAROLINA

**INTERLOCAL AGREEMENT
FOR EMERGENCY WATER SUPPLY**

CRAVEN COUNTY

THIS INTERLOCAL AGREEMENT FOR EMERGENCY WATER SUPPLY (“Agreement”), made and entered as of the date this Agreement is signed by the last party to execute the same, by and between **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“County”); and the **TOWN OF DOVER**, a municipal corporation of the State of North Carolina (“Town”), is for emergency water service between County and the Town, as described hereinafter.

WITNESSETH:

THAT WHEREAS, the parties to this Agreement are both organized and established under the laws of the State of North Carolina, and have the legal authority to operate municipal water supply distribution systems; and,

WHEREAS, both parties to this Agreement own and operate separate municipal water supply distribution systems, with capacities currently capable of serving the present customers of their respective systems; and,

WHEREAS, the municipal public water distribution systems owned and operated by the County and the Town are both located in proximity to each other at an existing eight inch diameter water main at the intersection of NCSR 1262 - Dover-Fort Barnwell Road and NCSR 1265 - Kansas Road (“Site”); and,

WHEREAS, County has sufficient excess capacity within its current water supply distribution systems to provide water supply to Town during temporary emergencies; and,

WHEREAS, sufficient hydraulic engineering analyses have been performed to determine that water from the County water system can flow into the Town’s water systems at the Site without adverse consequences to the respective systems; and,

WHEREAS, the purpose of this Agreement is to establish a method of an exchange of water supply from County to Town on a temporary emergency interconnection basis; and,

WHEREAS, the County and the Town acknowledge that this Agreement is in the best interests of their respective systems and customers, and further the public welfare and safety.

NOW, THEREFORE, in consideration of the respective rights, powers, duties and obligations hereinafter set forth to be performed by the parties, they do mutually agree as follow:

1. In the event of an emergency as described hereafter, County shall furnish to the Town water in an amount not to exceed 100,000 gallons per day, and at a rate not to exceed 250 gallons per minute, at the Site. Such water shall be potable treated water meeting applicable purity standards of North Carolina Rules Governing Public Water Systems, North Carolina Administrative Code Title 15A, Subchapter 18C Water Supplies as promulgated by the North Carolina Drinking Water Act (or as may be later amended or recodified). Said water will be furnished by County at a reasonable constant pressure calculated at the point of delivery at the Site.

2. Town hereby agrees to design, install and operate, all at its sole cost and expense, potable water lines from its water system to the point of delivery at the Site, including a master meter and backflow equipment as approved by County and its Engineer. The maintenance of the metering and backflow equipment shall be the sole responsibility of Town. Town shall calibrate such metering equipment whenever requested by County but no more frequently than once every twelve (12) months. A meter registering not more than 2% above or below the test results shall be deemed accurate. If the meter fails to register for any period of time, the parties shall use their best efforts to determine and agree as to the amount believed to have been delivered to Town during such period. The metering equipment shall be read monthly on the final day of the month by both County and Town.

3. The parties shall choose and retain their respective consulting engineering firm to design and permit all required pipelines and meter system at any portion of the

Site owned by it for its improvements. Prior to construction, the parties shall both review and approve, if acceptable, the construction drawings. The parties shall also be responsible for their own respective administrative and legal costs of contract review and approval, and for easement acquisition, if any is needed.

4. County shall own and be responsible for the operation and maintenance of all distribution system facilities located on the County's side of the interconnection point. Town shall own and be responsible for the operation and maintenance of all distribution system facilities located on the Town's side of the interconnection point. The master meter and backflow devices shall be owned by Town of Dover.

5. The interconnected water systems of the County and the Town will be separated by closed double-check water valves. Under the terms and conditions of this Agreement, these water valves may be opened in a sequence such that the Town may receive water from the County for specified periods using the procedures described hereafter. These specified periods shall only be during temporary water outages in all or part of the Town's water distribution system or other such conditions mutually deemed emergencies by the County and Town utility directors. For the purpose of this Agreement, temporary water outages and emergencies shall include, but are not be limited to, severed or damaged water main(s), a planned water outage, unplanned water outage, or a water supply shortage. A temporary water outage or emergency shall not include emergencies in the systems of other public water suppliers not party to this Agreement unless the parties agree that water may be furnished to respond to such an event. In the event of such occurrence, the amount to be charged for the water furnished shall be set by County, and said amount charged shall not be limited by this Agreement. Each party recognizes that due to the length and size of the water transmission main that interconnects the County's and the Town's water distribution systems and the infrequent usage of water transmitted through this pipeline per this Agreement, that the initial water quality transmitted when water usage is first activated may be poor and may require flushing from the system by the Town in order to fully meet the potable water requirements.

6. The County shall charge the Town of Dover an emergency inter-connection rate for water as set forth by the Craven County Board of Commissioners at the prevailing rate of \$4.00 per thousand gallons.

7. County shall bill Town within ten (10) days of the end of each month. Bills shall be paid within 30 calendar days of receipt of the billing statement. Disagreements regarding amounts being billed and regarding the functioning of the meters used to measure the amount of water furnished and received shall be resolved pursuant to Paragraph 13 below if the utility directors of the parties Town fail to resolve the dispute within 30 days after a request and demand for resolution is delivered.

8. The parties shall each designate in writing a person or persons to administer requests for water under this Agreement. Once designated, such person(s) may make and receive requests orally. The designated representatives are responsible for communicating with the other party and coordinating operational actions necessary for the water to be transferred. The parties shall notify the other at least 48 hours in advance of any planned temporary water outage permitted under this Agreement. The parties shall also immediately notify the other at the conclusion of a temporary water service event. The parties agree to provide updated emergency contact information for the designated contacts such as cell phone and email addresses.

9. The parties acknowledge and agree that County will normally be using Sodium Hypochlorite as its residual disinfectant and agrees to notify Town in writing, in advance of any temporary or permanent switch to use other disinfection residuals or other significant water treatment process or system wide operation change.

10. County reserves the right to deny emergency water service to the Town for failure to comply with the conditions of this Agreement. County reserves the right to deny emergency water service to the Town in the event that water cannot be practicably furnished to the Town without negatively impacting County, as determined in the

reasonable but sole opinion of the County. Such circumstances include but are not limited to periods of water shortage, periods when insufficient water exists to meet the requests of County's customers, emergencies of the County, or periods when depletion of water reserves could endanger County's ability to provide for its customers' needs. In no event shall County be liable for failure to provide water hereunder.

11. The parties agree not to charge each other water capacity "reserve" or "allocation" charges or any charges other than the consumption charges and billing charges as described herein.

12. Except as otherwise provided herein, this Agreement shall expire twenty (20) years from the date this Agreement is signed by the last party executing the same. This Agreement may be extended or modified only by written consent of the parties.

13. In the event of a dispute involving this Agreement, including but not limited to billing disputes, equipment problems, water quality problems, a substantial breach of the terms of this Agreement, or failure to resolve other issues necessary for the continued effective function of the water systems of each party that is not cured by the breaching party, within 30 days after notice, the parties shall have any remedy available to them at law.

14. County shall, as soon as practicable, notify Town of any emergency or condition which may affect the quality of water that may be delivered to Town.

15. If it is ever necessary for County to chlorinate water to maintain chlorine residual, the cost will be borne by Town. If a greater pressure than the normally available pressure at the point of delivery is required by Town, the cost of providing such greater pressure shall be borne by Town.

16. Termination for Any Reason. Either party may terminate this Agreement upon one hundred eighty (180) days written notice to the other party upon a determination by the terminating party that it is not in the best interest of such party to

continue this Agreement. This provision does not limit the remedies available under Paragraph 13, and termination may occur earlier pursuant thereto.

17. Indemnification. County shall not be liable to Town, to an end user, to an intermediary, or to any person, firm, corporation, municipality, or other water consumer for failure to supply a sufficient quantity or quality of water under this agreement or from failure to comply with any State or Federal standards relating to drinking water. Notwithstanding the references to third parties in this Agreement, County shall not be liable to those parties for any obligations within this Agreement and shall not be obligated to enforce any requirements imposed by this agreement or by any independent agreement with third parties. A party receiving water as a buyer or as an end user under this Agreement ("the indemnifying party") shall indemnify County and its officials, agents, and employees from and against all claims, judgments, costs, damages, fines, penalties, interest, and expenses (including but not limited to attorney's fees) imposed against such seller that arise from or in connection with the indemnifying party's receipt or non-receipt of water pursuant to this Agreement.

18. Regulatory Compliance. Town shall be responsible for securing any necessary Federal or State approvals and for compliance with any applicable Federal or State regulations relating to the transfer of water under this Agreement.

19 It is specifically agreed by both parties hereto, as part of the consideration of the signing of this document, that they, their agents, officials, employees, or servants will not discriminate in any manner on the basis of race, color, creed, sexual orientation, or national origin with reference to the subject matter of this agreement, no matter how remote.

20. Miscellaneous.

A. Entire Agreement; Modification. This Agreement supersedes all prior agreements and constitutes the entire agreement between the parties hereto with regard to

the subject matter hereof. It may not be amended or modified except by an instrument executed by all parties.

B. Severability. If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

C. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

D. Assignment. Except as may otherwise be expressly provided herein, no party may transfer or assign any right, obligation, or liability arising hereunder without the other party's prior written consent. Any such assignment or attempted assignment shall be null and void.

E. Covenant of Further Assurances. The parties agree that from and after the date of execution of this Agreement, each upon the request of the other take such actions as may be reasonably required to carry out the purpose and intent of this Agreement.

F. Governing Law; Exclusive Venue. All matters relating to this Agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and exclusive venue for any action relating to this agreement shall be Craven County.

G. No Joint Venture. This Agreement shall not be construed to create a joint agency, venture or partnership, as the parties are independent political subdivisions of the State of North Carolina.

H. Headings. Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

I Multiple Originals. This Agreement may be executed in duplicate multiple originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

J. Consideration. The consideration for the execution of this Agreement is the agreement among the parties affixing their signatures hereto to agree to the matters and things set forth herein.

IN TESTIMONY WHEREOF, CRAVEN COUNTY has caused this instrument to be executed in its name by the Chairman of its Board of Commissioners, attested by the Clerk to said Board, and its seal to be hereunto affixed all by order of said Board of Commissioners duly given; and,

IN TESTIMONY WHEREOF, TOWN OF DOVER has caused this instrument to be executed in its name by its Mayor, attested by the Town Clerk, and its seal to be hereunto affixed all by order of its Town Council duly given.

CRAVEN COUNTY

-County Seal-

GEORGE LINER, Chairman

Date: _____

ATTEST:

GWENDOLYN BRYAN, Clerk

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: _____

Craven County Finance Officer

TOWN OF DOVER

-Town Seal-

JOHN P. WETHERINGTON, JR. Mayor

Date: _____

ATTEST:

KATHY NEW, Town Clerk

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: _____

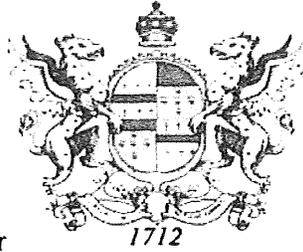
Town of Dover Finance Officer

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Craven County

Office of Planning
and
Community Development

Donald R. Baumgardner, Director
R. Chad Strawn, Assistant Director
Shelton P. Toler, Chief Building Codes Inspector



Human Services Annex
2828 Neuse Boulevard
New Bern, North Carolina 28562

Planning & CD (252) 636-6618
Fax (252) 636-5190
Inspections (252) 636-4987
Fax (252) 636-4984

MEMORANDUM

To: Don Baumgardner, Director of Planning & Inspections
From: Chip Bartlett, FMA Project Administrator *CB*
Date: 7/19/2016
Re: FY13 Flood Mitigation Assistance (FMA) Program - Contract Award Recommendation

Mitigation Reconstruction:

A bid opening for the reconstruction of one frame-built structure at 1065 Bluebill Drive, Havelock was held on July 6, 2016. Bids were received from three (3) regional contractors; CLA/Billy Earp, Sun Coast Homes & Development and B & B Construction.

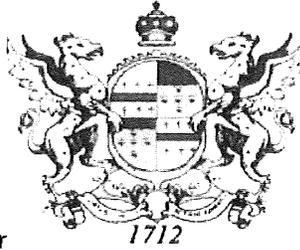
A contract award recommendation for the contractor submitting the lowest responsible bid is as follows:

1065 Bluebill Drive	Sun Coast Homes & Development	\$149,500 (Low Bid)
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A vote to approve this contract award is needed to allow us to move forward with the proposed activities of the program.

CASE FILE #	ADDRESS OCCUPANT	ACTUAL BID (TABULATED)	CONTRACTOR	RECOMMENDED AWARD (✓)	COMMENTS
N/A	Thompson 1065 Bluebill Drive Havelock	\$158,500.00	CLA/Billy Earp		Low Bidder
		\$149,500.00	SunCoast Homes	✓	
		\$186,300.00	B&B Construction		
		\$			
		\$			
		\$			
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		\$			
		\$			
		\$			
		\$			
		\$			
		\$			

Craven County



**Office of Planning
and
Community Development**

Donald R. Baumgardner, Director
R. Chad Strawn, Assistant Director
Shelton P. Toler, Chief Building Codes Inspector

Human Services Annex
2828 Neuse Boulevard
New Bern, North Carolina 28562

Planning & CD (252) 636-6618
Fax (252) 636-5190
Inspections (252) 636-4987
Fax (252) 636-4984

MEMORANDUM

To: Don Baumgardner, Director of Planning & Inspections
From: Chip Bartlett, FMA Project Administrator
Date: 7/25/2016
Re: FY14 Flood Mitigation Assistance (FMA) Program - Contract Award Recommendation

Mitigation Reconstruction:

A bid opening for the elevation of three (3) residential structures at 1809 High Street, New Bern; 990 Live Oak Drive, Havelock; and 405 Harbor Drive, New Bern, was held on July 21, 2016. Bids were received from six (6) contractors: JE Dillahunt; Paul Woolard Construction; B&B Construction; IMEC Group; Goose Creek Construction; and J. Harrelson Company.

Contract award recommendations for the contractors submitting the lowest responsible bids are as follows:

1809 High Street, New Bern	B&B Construction	\$88,000 (Low Bid)
990 Live Oak Drive, Havelock	Paul Woolard Construction	\$96,586 (Low Bid)
405 Harbor Drive, New Bern	J. Harrelson Company	\$139,200 (Low Bid)

A vote to approve these contract awards is needed to allow us to move forward with the proposed activities of the program.

JBB:jgm

Holland Consulting Planners, Inc.
Final Bid Tabulation Form

Project: <u>Craven Co. FY14 FMA Program</u>		Bid Opening Date <u>7/21/2016</u>			
Case File #	Occupant/Address	Actual Bid (Tabulated)	Contractor	Recommended Award (X)	Comments
1CC	McDaniel, 1809 High St., New Bern	\$91,904.00	JE Dillahunt		Low Bid
		\$115,850.00	P. Woolard Const.		
		\$88,000.00	B&B Const.	X	
		\$129,466.00	IMEC Group		
		\$116,000.00	Goose Creek		
		\$105,650.00	J. Harrelson Co.		
4CC	Parker, 990 Live Oak Dr., Havelock	\$129,746.00	JE Dillahunt		Low Bid
		\$96,586.00	P. Woolard Const.	X	
		\$135,000.00	B&B Const.		
		\$120,214.00	IMEC Group		
		\$112,000.00	Goose Creek		
		\$124,600.00	J. Harrelson Co.		
8CC	Townsend, 405 Harbor Dr., New Bern	\$198,000.00	JE Dillahunt		Low Bid
		\$167,025.00	P. Woolard Const.		
		\$212,000.00	B&B Const.		
		\$227,840.00	IMEC Group		
		\$167,370.00	Goose Creek		
		\$139,200.00	J. Harrelson Co.	X	

NORTH CAROLINA
BEAUFORT COUNTY
CRAVEN COUNTY

MUTUAL AID AGREEMENT FOR
9-1-1 COMMUNICATIONS AND
DISPATCH BACKUP PSAP's

This Mutual Aid Agreement for 9-1-1 Communications and Dispatch Backup PSAP's ("Agreement") is made and entered into this 1st day of June, 2016, by and between BEAUFORT COUNTY, a body politic and corporate of the State of North Carolina ("BEAUFORT"), and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina ("CRAVEN"), collectively referred to as the "Parties."

BACKGROUND STATEMENT; PURPOSE

North Carolina General Statutes Section 166A-19.72 allows and authorizes mutual aid assistance and cooperation between political subdivisions provided that such agreements are consistent with the State emergency management program and plan. The Parties hereto wish to enter into this Agreement, consistent with the provisions of the State emergency management program and plan to provide mutual aid during times of disaster or any emergency situation to ensure that all available resources are potentially available in the event that either Party's 9-1-1 Communication Center Administrator requires the aid of the other.

AGREEMENT

The Parties agree to the following terms and conditions:

1. **REQUESTING ASSISTANCE**

- A. When temporary assistance is needed pursuant to this Agreement, the Administrator or either Party's 9-1-1 Communication Center shall notify the Administrator of the other Party's 9-1-1 Communications Center of the need for such assistance, and the requested assistance shall be provided if feasible to do so. Such request shall be made in writing whenever possible.
- B. In an emergency situation, the notification of the need for emergency assistance need not be in writing, but a written notification shall be provided as soon thereafter as possible. In an emergency situation, the notification may be made by telephone or radio contact.

2. **GRANT OF AUTHORITY**

- A. Each Party hereby authorizes and grants to its respective 9-1-1 Communication Center Administrator the authority to give, use and expend for the benefit of the other Party all available resources needed to assist the requesting party in providing reasonable and adequate 9-1-1 communication services for the residents of the requesting party.

- B. The Party who is requested to extend aid may withhold resources from the requesting Party in its sole discretion.

3. **DUTIES OF PARTY REQUESTING AID**

- A. The Party requesting aid will advise and assign the 9-1-1 Communication resources that shall be used by the responding Party to include additional personnel and portable equipment necessary.
- B. The Party requesting aid will provide for the physical needs of those employees and personnel of the Party rendering aid to include food and any temporary shelter needs unless otherwise agreed by the Party rendering aid.
- C. The Party requesting aid will reimburse and make whole the Party rendering aid for any and all damage to equipment, or loss of use of materials incurred by reason of extending aid.
- D. The Party requesting aid will indemnify, save, defend and hold harmless the Party rendering aid from any action or suit arising out of extending such aid, except for the negligence of the Party rendering aid.

4. **DUTIES OF PARTY RENDERING AID**

- A. The personnel of the Party rendering aid to the other Party shall, at all times, act in accordance with their respective certifications, and in accordance with their respective policies and procedures; and shall remain under the direct control, supervision and direction of their respective agency.
- B. The Party rendering aid will be responsible for the services rendered by its personnel.
- C. Unless otherwise specified, the personnel of the Party extending aid will continue to operate under the command and control of their own supervisors.

5. **EQUIPMENT AND INSURANCE**

- A. Each Party to this agreement shall be responsible for its own equipment and insurance, including workers compensation, at any time while assisting the other Party.

6. **TERM AND WITHDRAWAL**

- A. The term of this Agreement shall be for a period of (5) years from the date first above written and shall terminate automatically at the expiration of that term.
- B. Either Party may terminate this Agreement upon one hundred eighty (180) days prior written notice to the other Party.

7. **OTHER MUTUAL AID AGREEMENTS**

- A. This Agreement does not affect any other service or mutual aid agreement previously entered into by or between the Parties, nor does it prevent either Party from entering into other such agreements.

8. **PROCEDURES**

- A. Each Party to this Agreement shall create a document to detail the procedures for implementing a transfer of 9-1-1 Communications to the other Party.
- B. The Parties shall conduct regular, joint training sessions with their respective employees regarding their duties and obligations under this Agreement.

9. **MISCELLANEOUS**

- A. This Agreement sets forth the full understanding of the Parties, and all prior negotiations and understands with regards to the same are merged herein.
- B. If any of the provisions of this Agreement shall be held by court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the Parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision.
- C. This Agreement shall be executed by the parties hereto in duplicate originals, each of which, when executed, shall constitute one and the same Agreement and one of which shall be retained by each party.
- D. This Agreement shall be governed in accordance with the laws of the State of North Carolina. Exclusive venue for any action, whether at law or in equity, shall be the Superior Courts of Beaufort County, North Carolina.

The Balance Of This Page Is Deliberately Blank

IN TESTIMONY WHEREOF, BEAUFORT COUNTY has caused this instrument to be executed in its corporate name by its Chairman and its corporate seal to be affixed and attested by its Clerk, and CRAVEN COUNTY has caused this instrument to be executed in its corporate name by its Chairman and its corporate seal to be affixed and attested by its Clerk, all as of the day and year first agreed upon.

(County Seal)



BEAUFORT COUNTY

By Jerry E. Langley
Jerry E. Langley, Chairman

ATTEST:

Kathleen Mosher

Kathleen Mosher, Clerk to the Board

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

Anita C. Radcliffe

Anita Radcliffe, Beaufort County Finance Officer

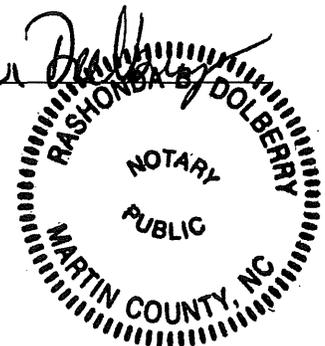
I, Rashonda B. Dolberry, a notary public in and for said county and state, do hereby certify that on the 23rd day of June 2016, before me personally appeared JERRY LANGLEY, with whom I am personally acquainted, who being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Beaufort County, and that KATIE MOSHER is the Clerk of the Board of Commissioners for Beaufort County, the body politic and corporate described in and which executed the foregoing instrument; that she knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this 23rd of June, 2016.

Rashonda B. Dolberry

My Commission Expires:

January 9, 2018



IN TESTIMONY WHEREOF, CRAVEN COUNTY has caused this instrument to be executed in its corporate name by its Chairman and its corporate seal to be affixed and attested by its Clerk, and BEAUFORT COUNTY has caused this instrument to be executed in its corporate name by its Chairman and its corporate seal to be affixed and attested by its Clerk, all as of the day and year first agreed upon.

CRAVEN COUNTY

(County Seal)

By _____

George S. Liner, Chairman

ATTEST:

Gwendolyn M. Bryan, Clerk of the Board

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

Craig Warren, Craven County Finance Officer

I, _____, a notary public in and for said county and state, do hereby certify that on the ___ day of _____ 2016, before me personally appeared GEORGE S. LINER, with whom I am personally acquainted, who being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that GWENDOLYN M. BRYAN is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate described in and which executed the foregoing instrument; that she knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this ____ of _____, 2016.

My Commission Expires:

CRAVEN COUNTY

RESOLUTION
TRI-COMMUNITY
FIRE PROTECTION DISTRICT

WHEREAS, Craven County ("County") has previously established the Tri-Community Fire Protection District ("District") in accordance with G.S. Ch. 69, Art. 3A; and,

WHEREAS, the corporate limits of the Town of Bridgeton ("Town") are adjacent to, but not included in, the District; and,

WHEREAS, the Town is a municipal corporation of the State of North Carolina, and as such currently contracts with the Tri-Community Volunteer Fire District ("Volunteer Fire Department") for fire protection services within the corporate limits of the Town; and,

WHEREAS, the Town and the Volunteer Fire Department desire to terminate their contract for fire protection services in the Town, and, to this end, the Town desires to be added to the District, whereby the County would assume responsibility for providing fire protection services within the Town; and,

WHEREAS, upon inclusion in the District, the County would be authorized to levy and collect fire protection taxes within the Town in accordance with G.S. Ch. 69, Art. 3A; and,

WHEREAS, for the corporate limits of the Town to be included in the District, G.S. Section 69-25.11(5) requires the governing bodies of both the Town and the County to consent to the same by resolution; and,

WHEREAS, by resolution adopted May 10, 2016, the Town has requested that the County include the corporate limits of the Town within the District, a true and accurate copy of said resolution being attached hereto as Attachment "A"; and,

WHEREAS, the County desires to add the corporate limits of the Town to the District.

NOW THEREFORE BE IT RESOLVED by the Craven County Board of Commissioners as follows:

1. That the corporate limits of the Town are hereby added to, and included in, the District, effective July 1, 2016, and, to this end, the County adopts this Resolution pursuant to G.S. Section 69-25.11(5)
2. That the Chairman, County Clerk and all other County officials and employees are authorized to execute any and all documents and take all steps necessary to achieve the purposes of this Resolution.

This Resolution is effective upon its adoption this 16th day of May, 2016.

COMMISSIONERS' REPORTS

Commissioner Mark reported on his attendance at a Bridgeton Town Hall meeting, where the resolution concerning the Fire Tax District was discussed. He announced that the Blueberry Festival will be held in Bridgeton beginning May 25 once confirmed.

Commissioner Tyson stated that he spoke with Ken Kirkland, owner of Carolina Colors. He announced that Harris Teeter and Revco will be coming soon. He stated that the Thurman Road intersection is becoming increasingly busy.

Commissioner Dacey stated that he is trying to arrange a River Bend Town Hall Meeting for May 20 and stated that details will be posted to his website once it is confirmed.

Commissioner McCabe reported that Saturday, May 14, he and Commissioner Liner, along with Mrs. Liner, local youth and members of the high school football team, participated in a trash pick-up.

Commissioner Sampson reported on his attendance at the children's play at the Civic Theater on May 14. He stated that there were a good crowd of youth in attendance and stressed the importance of keeping something going with the youth. He also attended a program at the Flame, "Black Girls Rock".

Chairman Liner stated that he had 37 volunteers for trash clean-up, including Havelock football booster club, scouts and single marines.



NEW BERN
NORTH CAROLINA

City of New Bern
300 Pollock Street, P.O. Box 1129
New Bern, NC 28563

**MEMORANDUM OF AGREEMENT
RELATING TO THE FUEL DISPENSER AND FUEL SITE**

This letter of agreement serves the City of New Bern and Craven County concerning the fuel dispenser and the fueling site located at 114 Rhem Street. The City Garage fueling site will be used by both the City of New Bern and Craven County for refueling City and County vehicles.

City of New Bern Responsibilities:

1. The City will be responsible for the maintenance of the fuel dispenser and related equipment.
2. The City will retain total ownership of the site, pumps, tanks and the fuel dispenser.
3. The City will keep the fueling site open 24 hours a day, with the exception of required maintenance, unforeseen problems, or power outages. All effort will be made to notify the County in advance of any maintenance-related outages.
4. The City will purchase all fuel used at the fueling site through a contract with the City's lowest bidder meeting specifications.
5. The City will bill the County monthly in arrears by the 10th of each month.
6. The City will not bill the County for any reimbursable tax paid on fuels.
7. The City will provide the County a proportionate amount of available fuel as described below. Detail is provided in Appendix A.
 - a. Diesel Fuel: City – 97%; County 3%. Assuming full capacity at garage at start of emergency (5,000 gallons), this equates to 4,850 for the City and 150 for the County.
 - b. Gas: City – 55%; County 45%. Assuming full capacity at garage at start of emergency (18,000 gallons), this equates to 9,900 for the City and 8,100 for the County.
8. City Garage staff will track city and county gas usage throughout the emergency period.

Craven County Responsibilities:

1. The County will be financially responsible for all fuels purchased on County fuel cards at the City Garage and all other offsite locations.
2. The County agrees to make payments by the 30th of the month following receipt of City invoice.
3. In addition to paying the average weighted inventory price per gallon, the County agrees to pay \$0.13 per gallon broken down as follows:
 - a. A pro-rata share of maintenance and capital expenses for the fuel dispenser and equipment that will be billed at a rate of \$0.03/gallon
 - b. An fee of \$0.10/gallon to cover administrative and overhead costs

Shared Responsibilities:

1. Stolen or lost fuel will be paid for by the City. However, in the event there is stolen fuel and the responsible party is determined, the respective agency will incur the cost of the fuel.
2. Identification cards are the property of the respective government agency. Additional cards needed will be purchased by the respective government agency.
3. City and County Emergency Management staff will investigate fuel replenishment options as part of emergency planning to ensure the City Garage can be refueled as expeditiously as possible.

Term and Termination

This agreement shall terminate on June 30, 2019 unless sooner terminated by either party upon 90 days prior written notice to the other party.

Accepted by the City of New Bern:

Accepted by Craven County:

Mark A. Stephens, P.E.
City Manager

Jack B. Veit III
County Manager

Date

Date:

APPENDIX A: EMERGENCY VEHICLE AND FUEL BREAKDOWN

Type	Number of Vehicles	Single Fill-Up Max Requirement
CITY VEHICLE REQUIREMENTS		
Diesel		
Backhoe	10	300
Bucket Truck	10	600
Fire Trucks	8	440
Fueling Truck	1	300
Large Truck	15	825
Pickup Trucks	11	275
Sedan	1	20
SUV	1	20
Diesel Total	57	2780
Gas		
ATV	1	10
Buses	2	110
Pickup Trucks	76	1900
Rescue Boats	3	105
Sedan	30	600
SUV	5	100
Van	7	210
Gas Total	124	3035
City Total	181	5815
COUNTY VEHICLE REQUIREMENTS		
Diesel		
Large Truck	1	55
Mother Goose	1	30
Diesel Total	2	85
Gas		
Generators	10	200
Large Truck	1	55
Pickup Trucks	28	700
Sedan	38	760
SUV	7	140
Van	21	630
Gas Total	105	2485
County Total	107	2570
Grand Total	288	8385

APPENDIX A: EMERGENCY VEHICLE AND FUEL BREAKDOWN

Assumptions:

Garage Fuel Capacity

Gas	18,000
Diesel	5,000

Estimated Tank Size

ATV	10
Backhoe	30
Bucket Truck	60
Buses	55
Fire Trucks	55
Generators	20
Fueling Truck	300
Large Truck	55
Mother Goose	30
Pickup Trucks	25
Rescue Boats	35
Sedan	20
SUV	20
Van	30

Proportionate Gas Split:

<u>Single Fill-Up Estimated Total</u>				<u>Potential # of fuelings</u>	<u>Gallons</u>
City	Diesel	2780	97%	1.75	4,850
County	Diesel	85	3%	1.75	150
City	Gas	3035	55%	1.09	9,900
County	Gas	2485	45%	1.09	8,100

**CrAVEN COUNTY RECREATION
AND PARKS DEPARTMENT**

BYLAWS

OF THE RECREATION AND PARKS ADVISORY BOARD

ARTICLE 1: CREATION: NAME

The Recreation Board, created by the Craven County Commissioners on November 1, 1971, shall be known as the Craven County Recreation and Parks Advisory Board.

ARTICLE II: RECREATION ACTIVITIES

For this purpose, recreation includes those areas which fall within the following scope of recreation activities: arts, drama, crafts, athletics, sports and games, dance, hobbies, music, nature and outings, reading, writing, social recreation, special community events and special events, classes, recreation travel and volunteer service.

ARTICLE III: POWERS AND DUTIES

The Recreation and Parks Advisory Board shall serve as the recreation advisory body for the Craven County Department of Recreation and Parks. The Board shall suggest policies to the Department, the Manager, and the Board of Commissioners, within its powers and responsibilities as stated in these bylaws. The Board shall consult with and advise the Recreation Director, the County Manager and the County Commissioners in matters affecting recreation policies, programs, finances, and the acquisition and disposal of lands and properties related to the total county recreation program and to its long-range, projected program for recreation. The Director shall supervise the operation of all the Recreation Department's activities.

The Advisory Board shall advise and make suggestions for parks and recreation purposes, as follows:

1. Make recommendations for the establishment and maintenance of a system of supervised recreation for the county;
2. Make recommendations to set apart land for use as parks, playgrounds, recreation centers, water areas or other recreation areas and structures, and make suggestions for use of any land or buildings owned by or leased to the county, upon approval of the Board of County Commissioners; suggest improvements of such lands and for the construction, equipment and staffing

- of such buildings and structures as may be necessary to operate the parks and recreation program within the funds of the department;
3. Advise in the acquisition of lands and structures through gifts, purchase, lease or loan, or by condemnation as provided by the General Statutes of North Carolina and as approved by the board of county commissioners;
 4. Advise in the acceptance by the county for the department any grant, gift, bequest or donation, any personal or real property offered or made available for recreation purposes and which is judged to be of present or possible future value, or of use, for recreation.
 5. Advise in the construction, equipping, operation and maintenance of parks, playgrounds, recreation centers and all buildings and structures necessary or useful to department functions; and advise on policies as to controls and operation of these and all other recreation facilities which are owned or controlled by the county to the department or leased or loaned, to the county by the owners or agents thereof;
 6. Advise on the development of regulatory and control rules and measures; and
 7. Make suggestions and help determine, with the Director, the amount and application of all fees, rentals and charges.

ARTICLE IV: DIRECTOR OF RECREATION & PARKS

The position of Director of Recreation & Parks shall be responsible to the County Manager. The person in this position shall be fully trained and qualified to lead, organize, direct, administer and maintain a satisfactory recreation program for the county. In the event of a vacancy, the county's Personnel Department shall be responsible for advertising the position. It shall be the sole responsibility of the County Manager, upon approval of the County Board of Commissioners, to recruit and hire a new Director. Members of the Advisory Board may refer persons interested in the director's position to the personnel office to receive appropriate instructions for applying for such position.

ARTICLE V: PLANNING

The Recreation and Parks Advisory Board shall make recommendations and offer advise on what it considers to be the necessary steps to create scientifically developed long-range plans. Such long-range plans shall include (a) the proper and adequate acquisition of recreation areas; and, (b) the development of recreation facilities, structures and programs for the present and future needs of the citizens of the county. In such a process the recreation wishes and needs of all citizens will be taken into account. All existing publicly and privately owned areas and facilities will be studied from the standpoint of their best potential uses for recreation purposes.

The Advisory Board shall make recommendations and suggestions, as an aide in providing assistance, in the development of a priority schedule of recreation land and

water area acquisition; for structure and program development; and, for a proper and effective meshing of the recreation plan and action with that of other aspects of community development and of the county's governmental growth and expansion.

ARTICLE VI: APPOINTMENT: NUMBER AND TERM

The Recreation and Parks Advisory Board shall be appointed by the County Commissioners and shall consist of twelve (12) members. One member shall be appointed from, and reside in, each of the eight (8) townships in Craven County. The other four (4) members shall be appointed at large and may reside anywhere within Craven County.

The governing body shall appoint four members whose terms shall end June 30, 2001, and four members whose term shall end June 30, 2002 and four members whose term shall end June 30, 2003. Thereafter, the terms of all members appointed by the governing body shall be three years except that in case of a vacancy occurring during a term the same shall be filled by the governing body for the unexpired portion of such term.

No member shall serve more than two (2) full consecutive terms.

ARTICLE VII: COMPENSATION

Although no monetary or any other form of compensation shall be paid to a member of the Advisory Board for his or her services, a member may be reimbursed for any reasonable expenses as recommended by the Director and approved by the County Manager.

ARTICLE VIII: MEETINGS

Regular meetings of the Advisory Board shall be held on the third Monday of March, June, September and December at 7:00 PM in the Conference Room of the County Administration Building, or in such location as designated by the Chairman. The third Monday of February, May, August and November will be set aside for committee meetings, if needed. These will be held at 7:00 PM in the Conference Room. The Chairman may call a "special meeting" of the Advisory Board at any time by giving each member at least 48 hours prior notice. A quorum is required at any meeting before action of an official nature can be taken. A majority of the members constitute a quorum.

ARTICLE IX: REMOVAL OF MEMBERS

An appointed member who misses two (2) consecutive quarterly meetings (unexcused), or who misses more than one (1) regular quarterly meeting (unexcused) in any one year (July 1 – June 30) shall lose his/her status as a member of the Advisory Board until or unless reappointed by the County Commissioners. Absence due to sickness, death or other emergencies shall be

regarded as excused, and shall not affect board member status, providing prior notice is given to the Secretary.

ARTICLE X: OFFICERS

There shall be a chairman and vice-chairman of the Recreation and Parks Advisory Board. An annual election of the officers shall be held by the members and shall occur at the regular quarterly business meeting in June. The Chairman and Vice-Chairman shall take office immediately following the election and shall serve for one (1) year terms with the option of reappointment for one (1) year. The Chairman and Vice-Chairman shall serve for no more than two (2) consecutive terms. In the event an officer's appointment to the Advisory Board is terminated, the Board shall elect a replacement to this office from its membership, at the meeting following the termination. The Director of Recreation and Parks shall serve as Secretary to the Advisory Board, ex-officio.

ARTICLE XI: DUTIES

Chairman -The Chairman shall be the principal executive officer of the Board and shall preside at all meetings. The Chairman shall sign all documents representative of the Advisory Board, appoint committees, call special meetings when he/she deems it advisable, and perform all such duties incident to the office of chairman.

Vice-Chairman -The Vice-Chairman, at the request of the Chairman, shall serve in his/her absence. In the event of the Chairman's death, disability, inability or refusal to act, the Vice-Chairman shall perform the duties of the Chairman and when so acting shall have all powers of and be subject to all the restrictions upon the Chairman.

When both the Chairman and the Vice-Chairman are absent, those members who are present shall elect a temporary chairman.

Secretary- The Recreation and Parks Director shall serve as secretary to the Board. He/she may delegate all or part of these duties to another department employee with the approval of the Board, but shall be held responsible for the satisfactory accomplishment of the secretarial duties. The Secretary shall mail to all members copies of official reports and the official minutes of all regular and special meetings, prior to the next scheduled meeting.

ARTICLE XII: COMMITTEES

Executive – This committee shall consist of the Chairman, Vice-Chairman, and the past Chairman of the Advisory Board; as well as the Director and Assistant Director of the Recreation & Parks Department. If the past Chairman goes off the Board, then another member will be elected from the membership, but it cannot be a Committee Chair.

The Chairman is authorized to appoint standing and/or project committees as needed. Suggested committees are as follows:

1. *Budget* – It shall be the responsibility of the Budget Committee to assist in setting up the recommended budget for the ensuing fiscal year. It shall further be the responsibility of the Budget Committee to assist the Director and Chairman of the Recreation Advisory Board in explaining and justifying the final drafts of the recommended budget to the County Manager, County Commissioners and to the public in order that the desired programs will be implemented by adequate funding. This committee will also determine methods of raising additional funds, if necessary, for completion of various projects.
2. *Land and facilities* – This committee will study the need, use, demand and availability of land and facilities (including water areas) and make recommendations on acquisition, development, use and operation of all areas and facilities owned, leased or proposed to be acquired, leased or used by the recreation department.
3. *Nominating* – A nominating committee shall be appointed at least thirty (30) days prior to the June meeting and shall prepare a slate of officer nominees for the Advisory Board. This committee will also research potential board members and make recommendations for Advisory Board member replacements.
4. *Programs & Special Events* – This committee will review and evaluate current programs and special events and make recommendations for new programs.

The Chairman and Recreation and Parks Director shall be ex-officio members of all committees and, as such, notified of all committee meetings. Temporary and project committees shall be appointed as needed by the chairman of the Advisory Board.

ARTICLE XIII: AMENDMENTS

Any amendments of these by-laws shall have been presented to the Advisory Board, in writing, at least fourteen (14) days prior to being acted upon in a regular meeting of the Board. All such amendments shall be subject to approval of the Craven County Board of Commissioners and will have immediate application if approved.

Adopted: May 1, 2000
Revised: January 20, 2004

JUL 08 2016

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 Community Child Protection Team

Name:	<u>Jean Kenefick</u>	Home Phone:	<u>252-637-2701</u>
Home Address:	<u>623 Alexis Dr</u>		
City:	<u>New Bern</u>	Zip Code:	<u>28562</u>
Township:	<u>7</u>	City Limits:	<u>Yes</u> <input checked="" type="checkbox"/> <u>No</u> <input type="checkbox"/>
Occupation:	<u>System of Care Coordinator</u>	Business Phone:	<u>252-308-3544</u>
Place of Employment:	<u>Trillium Health Resources</u>	Fax Number:	<u></u>
E-Mail Address:	<u>jean.kenefick@trilliumnc.org</u>		

(Please indicate your preferred contact number.)

Education

Bachelor - Psychology

Business and Civic Experience

New Bern Chamber Non-profit business council

Sit on several community committees related to children within Craven and surrounding counties

Volunteer Bridge run, Glow Run, Mumfest, Holiday Hustle, Prevent Child Abuse committee, State of the Child Confere

Areas of Expertise, Interest, Skills

Child Mental Health Services, Treatment Foster Care, Parent Training

Community Involvement / Outreach

Why do you want to serve?

I feel with over 30 years working in the Child Welfare/Mental Health field I may be able to use my experiences to help address the needs of our most vulnerable children,

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

Promise Place - Exec Board, North Carolina Respite Care Coalition Board member

Craven Smart Start Board Member

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

Date: 07/06/2016

Signature: Jean Kenefick

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 (gbrvan@cravencountync.gov) or fax: (252-637-0526.

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



Designation of Voting Delegate to NCACC Annual Conference

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the 109th Annual Conference of the North Carolina Association of County Commissioners to be held in Forsyth County, N.C., on August 11-14, 2016.

Signed: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb by: **12 Noon on Friday, August 5, 2016:**

NCACC
215 N. Dawson St.
Raleigh, NC 27603
Fax: (919) 733-1065
alisa.cobb@ncacc.org
Phone: (919) 715-2685

RESOLUTION
3022 Madison Avenue, New Bern, North Carolina

THAT WHEREAS, Craven County and the City of New Bern have received an offer to purchase a parcel of property owned by the County and City identified as 3022 Madison Avenue, and being more particularly described herein; and

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

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

WHEREAS, the final offer to purchase was in the sum of \$17,751.05 by CoCo Ventures, LLC, after multiple upset bids; and

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

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

Section 1. That the last and highest bid of CoCo Ventures, LLC, in the sum of \$17,751.05 for said parcel identified as 3022 Madison Avenue, and being more particularly described herein, be and the same is hereby accepted as to the County's interest in said property, and the Chairman, County Manager and/or Clerk be and they are hereby authorized and directed to execute a quitclaim deed to the purchasers for the County's interest in said property.

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

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

All that certain lot or parcel of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

All of that certain property more fully described in Deed Book 3392 at Page 725 in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 8-044-A-069.

ADOPTED THIS 1st DAY OF AUGUST, 2016.

GEORGE LINER, Chairman

(County Seal)

GWENDOLYN BRYAN,
Clerk to the Board

Prepared by and return to:

Michael Scott Davis
DAVIS HARTMAN WRIGHT PLLC
209 Pollock Street
New Bern, NC 28560

Tax Parcel # 8-044-A-069
Revenue Stamps \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 12th day of July, 2016, by and between the CITY OF NEW BERN, a municipal corporation of the State of North Carolina, and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina (“Grantors”); to COCO VENTURES, LLC, a North Carolina limited liability company, whose mailing address is _____, (“Grantee”);

WITNESSETH:

That said Grantors for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantors paid by the Grantee, the receipt of which is hereby acknowledged, have remised and released, and by these presents do remise, release and forever quitclaim unto the Grantee, Grantee’s its successors and assigns, the following described property, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

The property herein conveyed does not include the primary residence of a Grantor.

DAVIS HARTMAN WRIGHT PLLC
Attorneys at Law
209 Pollock Street
New Bern, NC 28560

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

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

CITY OF NEW BERN

(SEAL)

By: _____
Mayor

ATTEST:

Deputy City Clerk

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of July, 2016, before me personally appeared DANA E. OUTLAW, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA BLANCO is the Deputy City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the ____ day of July, 2016.

Notary Public

My Commission Expires:

CRAVEN COUNTY

By: _____
Chairman, Craven County Board of
Commissioners

(SEAL)

ATTEST:

Clerk, Craven County Board of
Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of _____, 2016, before me personally appeared GEORGE S. LINER, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that GWENDOLYN M. BRYAN is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate described in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the ____ day of _____, 2016.

Notary Public

My Commission Expires:

EXHIBIT A

All that certain lot or parcel of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

Being Lot Number 15 in Block B of Southgate Subdivision, a map or plat of which is recorded in Map Book 9 at Page 43 in the Office of the Register of Deeds of Craven County, North Carolina, reference to which is hereby made for greater certainty of description. This property is also commonly referred to by its tax parcel identification number which is 8-044-A-069. A description of the property is recorded in Book 3127 at Page 763 of the Craven County Registry.

Being also that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed recorded July 21, 2015 in Book 3372 at Page 725 of the Craven County Registry.

Subject to restrictive covenants and easements of record.

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

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

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

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

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

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

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

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

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

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

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

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

3. **NCLTA Copyright and Entire Agreement:** This Agreement and any attachments hereto represent the entire agreement between the Owner and the Company and no prior or contemporaneous agreement or understanding inconsistent herewith (whether oral or written) pertaining to such matters is effective.

THIS IS A COPYRIGHT FORM and any variances in the form provisions hereof must be specifically stated in the blank below and agreed to in writing by the Company.

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

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

EXHIBIT A

All that certain lot or parcel of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

Being Lot Number 15 in Block B of Southgate Subdivision, a map or plat of which is recorded in Map Book 9 at Page 43 in the Office of the Register of Deeds of Craven County, North Carolina, reference to which is hereby made for greater certainty of description. This property is also commonly referred to by its tax parcel identification number which is 8-044-A-069. A description of the property is recorded in Book 3127 at Page 763 of the Craven County Registry.

Being also that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed recorded July 21, 2015 in Book 3372 at Page 725 of the Craven County Registry.

Subject to restrictive covenants and easements of record.