

## BOARD OF TRUSTEES

### MEETING AGENDA

OCTOBER 19, 2021

5:30 pm – Naumann Community Room  
New Bern Campus

- |       |  |                              |
|-------|--|------------------------------|
| I.    | Call to Order  | <i>Whit Whitley, Chair</i>   |
| II.   | Administrative Items   |                              |
|       | (1) Roll Call  | <i>Ray Staats, Secretary</i> |
|       | (2) Reappointment and Oath of Office                               | <i>Cindy Ensley</i>          |
|       | A. Jim Davis (Craven County Commissioners, 2021-25)                |                              |
|       | (3) Agenda Review and Adoption ( <i>motion</i> )                   | <i>Whit Whitley</i>          |
|       | (4) Conflict of Interest Declaration                               | <i>Whit Whitley</i>          |
|       | (5) Public Comment   | <i>Whit Whitley</i>          |
| III.  | Consent Agenda ( <i>motion</i> )                                   | <i>Whit Whitley</i>          |
|       | (1) Approve Board of Trustees Meeting Minutes (September 21, 2021) |                              |
| IV.   | Fall Enrollment Report ( <i>info</i> )                             | <i>Gery Boucher, VP</i>      |
| V.    | Student Services Update ( <i>info</i> )                            | <i>Gery Boucher</i>          |
| VI.   | Old Business   | <i>Whit Whitley</i>          |
|       | (1) Volt Kitchen Lease with City of New Bern ( <i>info</i> )       | <i>Ray Staats, President</i> |
| VII.  | New Business   | <i>Whit Whitley</i>          |
| VIII. | Reports  |                              |
|       | (1) President  | <i>Ray Staats</i>            |
|       | (2) Board Chair  | <i>Whit Whitley</i>          |
|       | (3) Attorney   | <i>Jamie Norment</i>         |
|       | (4) Foundation Board President                                     | <i>David McFadyen</i>        |
| IX.   | Adjournment  | <i>Whit Whitley</i>          |

**CRAVEN COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
ROLL CALL**

**October 19, 2021**

Ms. Jennifer Dacey

Dr. Jim Davis

Ms. E.T. Mitchell

Ms. Allison Morris

Ms. Jennifer O'Neill

Dr. Ervin Patrick

Ms. Sandra Phelps

Mr. Kevin Roberts

Mr. Bill Taylor

Mr. Tabari Wallace

Mr. Whit Whitley

Ms. Brenda Wilson

Student Trustee (ex officio)

Mr. David McFadyen, CCC Foundation Board President (ex officio)

**Agenda Review/Conflict of Interest Declarations**

Each member of this board of trustees is reminded of their obligations and duties under the State Government Ethics Act. Trustees must continually monitor, evaluate, and manage their personal, financial, and professional affairs to ensure the absence of conflicts of interest or even appearance of conflicts of interest. Does any member of this board know of an actual conflict of interest which exists with regard to any matter coming before this board?

**Board of Commissioners**

Jason R. Jones, Chairman  
Denny Bucher, Vice Chairman  
George S. Liner  
Thomas F. Mark  
Theron L. McCabe  
Ettienne "E.T." Mitchell  
Beatrice R. Smith

**Administrative Staff**

Jack B. Veit, III, County Manager  
Gene Hodges, Assistant County Manager  
Nan E. Holton, Clerk to the Board  
Amber M. Parker, Human Resources Director  
Craig Warren, Finance Director

# Craven County



**Administration Building**

406 Craven Street  
New Bern, NC 28560  
Fax 252-637-0526  
manager@cravencountync.gov

Commissioners 252-636-6601  
Manager 252-636-6600  
Finance 252-636-6603  
Human Resources 252-636-6602

June 23, 2021

Dr. James Davis, Jr.  
3600 Wedgewood Drive  
New Bern, NC 28562

Dear Dr. Davis:

This is to inform you that on Monday, June 21, 2021 the Board of Commissioners reappointed you to serve on the Craven Community College Board of Trustees and to thank you for accepting another term. The contribution you are making as a member of this Board is very much appreciated and the Craven County Commissioners have asked me to pass along our sincere thanks for your willingness to continue to serve the community in this way.

On behalf of the entire Board of Commissioners, I would like to thank you for your willingness to continue serving on this Board.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason R. Jones".

Jason R. Jones, Chairman  
Craven County Board of Commissioners

JRJ:ajj

cc: Dr. Raymond Staats

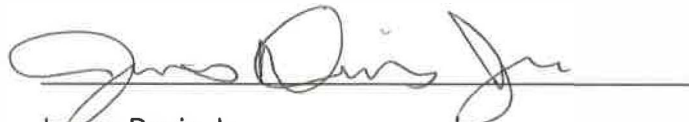


OATH OF OFFICE  
BOARD OF TRUSTEES

I, James Davis, Jr., do solemnly swear that I will support the Constitution of the United States.

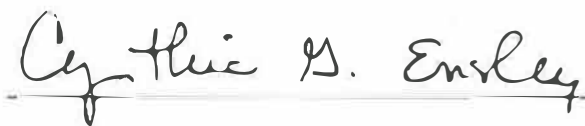
I, James Davis, Jr., do solemnly swear that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability.

I, James Davis, Jr., do solemnly swear that I will well and truly execute the duties of my office as a member of the Board of Trustees of Craven Community College according to the best of my skill and ability, according to law, so help me, God.



James Davis, Jr.

Sworn to and subscribed before me, this the 19<sup>th</sup> day of October, 2021.



Cynthia G. Ensley, Notary

Craven County, North Carolina



CRAVEN COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
MEETING MINUTES  
SEPTEMBER 21, 2021

The Craven Community College Board of Trustees met on Tuesday, September 21, 2021 in the Naumann Community Room with Board Chair Whit Whitley presiding. The meeting was called to order at 5:30 pm.

Roll Call

President Raymond Staats called the roll.

Voting members present were: Ms. Jennifer Dacey, Ms. Allison Morris, Ms. E.T. Mitchell, Ms. Sandra Phelps, Mr. Bill Taylor, Mr. Tabari Wallace, Mr. Whit Whitley, and Ms. Brenda Wilson

Voting members absent were: Dr. Jim Davis, Ms. Jennifer O'Neill, Dr. Ervin Patrick, and Mr. Kevin Roberts

Ex-Officio members present were: Mr. David McFadyen, CCC Foundation Board President

Others present were: Dr. Raymond Staats, College President and Board Secretary; Mr. Jamie Norment, Attorney, Ward and Smith; Dr. Kathleen Gallman, Vice President for Instruction; Mr. Jim Millard, Vice President for Administration; Mr. Gery Boucher, Vice President for Students; and Ms. Cindy Ensley, Executive Assistant to the President and Board of Trustees

Board Chair Whitley declared a quorum present for the meeting and welcomed everyone to the September board meeting.

Statement of Economic Interest on President Staats

For informational purposes, Executive Assistant Ensley explained the periodic review of annual filings of statements of economic interest. The State Ethics Commission acknowledged "no actual conflict or likelihood for a conflict of interest" for President Staats for 2020 and 2021 (attached).

Agenda Review and Adoption

Board Chair Whitley reviewed the revised agenda (attached) deleting the oath of office for Trustee Davis until the next meeting. Trustee Mitchell motioned to accept the revised agenda as presented; Trustee Phelps seconded the motion and the motion was unanimously approved.

Craven Community College  
Board of Trustees Meeting Minutes  
September 21, 2021  
Page Two

Conflict of Interest Declaration

Board Chair Whitley read the conflict of interest statement. Members noted no conflicts.

Public Comment

Board Chair Whitley called for public comment and none was expressed.

Consent Agenda

Trustee Wilson motioned to accept the minutes (attached) of the August 17, 2021 meeting as presented; Trustee Mitchell seconded the motion and the motion was unanimously approved.

WFD Update

VP Gery Boucher highlighted enrollment data and trends for WFD and the Volt Center, partnerships, and new course offerings (attached). Boucher fielded various questions.

Strategic Plan Assessment Goal 3 Update

For information purposes, President Staats reviewed the third quarter 2021 College Environment Assessment (attached).

Old Business

None reported.

New Business

*Annual Security Report:* VP Jim Millard presented the annual security report for informational purposes, highlighting a minor reportable incident on the Havelock campus in 2020 (attached). The annual security report will be posted to the college website as required by the Jeanne Clery Disclosure of Campus Security Police and Campus Crime Statistics Act.

*Approve WFD Course Fees:* VP Boucher highlighted the revision of the diesel generator repair student fee and the creation of a new fee for marine diesel. Trustee Mitchell motioned to approve the revised fee chart (attached) as presented; Trustee Wilson seconded the motion and the motion was unanimously approved.

*Approve Contingent Lease with City of New Bern for Volt Kitchen:* President Staats explained the EDA's request to the City for a covenant before the execution of the lease. The City Board of Aldermen approved the covenant at their last meeting and will approve the lease (attached) at their September 28, 2021 meeting. President Staats asked for approval, contingent upon the City's approval, with an occupancy date of October 1, 2021. Trustee Mitchell motioned to approve the lease as presented (attached); Trustee Wilson seconded the motion and the motion was unanimously approved.

*Approve Foundation Board Member:* President Staats presented for ratification one new director for the Craven CC Foundation Board of Directors – Former Governor Beverly Eaves Perdue, with a term to end June 30, 2023 (attached). Trustee Phelps motioned to approve as presented; Trustee Wallace seconded the motion and the motion was unanimously approved.

#### Reports

*President:* President Staats updated the Board on college COVID statistics, partnership with CarolinaEast Medical Center to host COVID vaccination clinics, 2021-22 budget, additional sculpture from Dr. Jim Congleton to add to the campus collection, and VP Gallman's appointment to the CarolinaEast Health Systems board of directors.

*Chair:* No report.

*Attorney:* Attorney Jamie Norment stated the budgeting process/resolution was looking hopeful for October.

#### Adjournment

With no further business to be presented, Board Chair Whitley adjourned the meeting at 6:16 pm and thanked everyone for their participation.

Respectfully submitted:



Robert E. Whitley, Jr., Chair  
October 19, 2021



Raymond W. Staats, Secretary  
October 19, 2021



# FALL ENROLLMENT

October 2021





# Curriculum Enrollment

FALL ENROLLMENT		
	Head Count	FTE
Fall 2021	2726	1016.14
Fall 2020	2777	1064.22
% Change	-1.8%	-4.5%

*Source: Office of Institutional Effectiveness, dated 9/30/21*

# STUDENT SERVICES

October 2021





# Student Services Report

## *Updates*

---

- **Admissions**

- **Website**

- Received 196 electronic inquiries over 26 days

- **Outreach**

- Open House - July 16
      - 40+ attended
    - Partnered with CHEMAC
      - Provided on-site admission and advising
      - 4 employees enrolled
    - Showcasing events:
      - Embrace Recovery – September 18
      - MCAS Cherry Point Air Show – September 25 and 26
      - Vanceboro Strawberry Festival – October 2
      - Mumfest – October 9 and 10
    - Craven County High Schools – resumed office hours

# Student Services Report

## *Updates*

---

- **Counseling**

- Monthly “Let’s Talk” Series - videotaped and placed on all Craven CC platforms for access
- Fall 2021 Topic
  - The ABC’s of Managing Positive Mental Wellness During a Global Pandemic and Beyond
- Presenters include:
  - Craven CC, Promise Place, and other community mental health providers

- **Campus Life**

- 9/11 Tribute – Faculty, Staff, and Students – September 9
  - Havelock campus – 89 attended
  - New Bern campus – 200 attended
- POW/MIA Remembrance – Faculty, Staff, and Students – September 16
  - Havelock campus – 46 attended along with performance by 2D MAW Ceremonial Band
- Panther Fest Resource Fair – September 16
  - Showcased resources offered on campus and in the community
  - 200 students attended

# Student Services Report

## *Updates*

---

- **Financial Aid Office**
  - **Higher Education Emergency Relief Funds (HEERF)**
    - Awarded \$754,672 of CARES Act I funds to 399 qualified students
    - Awarded \$738,500 of CRRSAA funds to 1,100 qualified students
    - Awarded \$557,500 of ARP funds to 744 qualified students
  - **NC Longleaf Commitment Grant**
    - Awarded \$146,250 to 166 qualified high school students
  - **Finish Line Grant**
    - Awarded \$44,546 to 89 students



# **Student Services Report**

October 2021

*Gery Boucher, VP for Students*

*Craven County's First Choice for  
Teaching and Learning*

CravenCC.edu | 252-638-7200

## **NORTH CAROLINA**

### **CRAVEN COUNTY**

### **LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease"), dated October 1, 2021, for convenience of reference, is made by and between the CITY OF NEW BERN, ("Lessor"), a North Carolina municipal corporation, and THE TRUSTEES OF CRAVEN COMMUNITY COLLEGE ("Lessee"), collectively referred to as the "Parties."

#### **WITNESSETH:**

THAT WHEREAS, the Lessor owns the real property located at 213 First Street in the City of New Bern, said parcel being identified by Craven County Tax Parcel Number 8-011-153-C ("Subject Property"); and

WHEREAS, by Amended and Restated Lease Agreement dated September 12, 2017, Lessor leased to Lessee a portion of the Subject Property to be used as a workforce development center and other activities; and

WHEREAS, by Lease Agreement dated March 1, 2020, Lessor leased to Lessee an additional portion of the Subject Property to be used as a small business center, workforce training and makerspace for entrepreneurs; and

WHEREAS, the Lessor has agreed that the Lessee may lease an additional portion of the Subject Property more specifically described herein as the "Premises" for use as a commercial kitchen workforce development facility focused on restaurant operations, hospitality management, and other related training and educational activities, subject to the terms and conditions established herein; and

WHEREAS, the Lessor has determined that the Premises will not be needed by the Lessor for the term of the Lease; and

WHEREAS, the Parties have agreed upon the terms of a Lease and wish to reduce their agreement to writing.

NOW, THEREFORE, the Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as tenant of said Lessor, the Premises, for the term and upon the conditions hereinafter set forth:

**1. INCORPORATION OF RECITALS.** The foregoing WHEREAS paragraphs are incorporated herein as part of the terms and conditions of this Lease.

2. **THE PREMISES.** In consideration of the obligation of Lessee to pay rent as herein provided and in consideration of the other terms, covenants, and conditions hereof, Lessor hereby demises and leases to Lessee, and Lessee hereby leases from Lessor, those certain premises containing a commercial structure of approximately 2,884 square feet, along with such real property as more specifically described and illustrated on Exhibit A attached hereto and incorporated herein by reference, located at 213 First Street in the City of New Bern (the "Premises"). Lessor further grants to Lessee non-exclusive access for ingress and egress within the area identified as "Access Easement Area #2," as well as exclusive parking rights within the area identified as "Parking Area #2" which shall contain nineteen (19) parking spaces identified for Lessee's exclusive use, all as identified and illustrated on Exhibit A.

3. **CONDITION OF PREMISES AND TENANT UPFIT.** Lessor shall deliver the Premises to Lessee "as-is." Tenant shall provide all upfitting at its sole cost and expense, which shall be performed in a workman-like manner with such work to be done in accordance with the requirements of local ordinances and public authorities having jurisdiction thereof, specifically including the North Carolina Building Code and the Craven County Health Department.

4. **TERM.** The term of this Lease shall commence on October 1, 2021, and shall continue through midnight on September 30, 2031, unless sooner terminated or extended in accordance with the terms hereof. The Parties, by written instrument, may agree to an extension of the lease term prior to the termination of this Lease.

Notwithstanding the foregoing, Lessee may terminate this Lease at any time after July 1, 2024, upon ninety (90) days' advance written notice to Lessor.

5. **RENT.** As rent for the said Premises, the Lessee agrees to maintain the Premises, as set forth herein, and to pay the sum of ONE DOLLAR (\$1.00) per annum during the term of this Lease, the first such payment to be made contemporaneously with the execution of this Lease, each subsequent annual payment to be made on or before the anniversary date of this Lease; provided that Lessee shall have the option of paying rent for the entire Term at any time in lieu of paying rent annually.

6. **PERMITTED USES.** Lessee agrees to utilize the Premises for use as a commercial kitchen workforce development facility focused on restaurant operations, hospitality management, and other related training and educational activities, consistent with North Carolina

Community College System Policies, Craven Community College Board of Trustees Policies, and College Procedures, and for no other purposes without Lessor's prior written consent.

**7. PROHIBITED USES.** Lessee shall not cause or permit any waste to occur in the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Lessee shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable activities or nuisances. Lessee agrees not to permit any Hazardous Material (as defined hereinafter) to be installed, brought, kept, used, stored or discharged upon the Premises in violation of any State, Federal or local environmental laws regulating Lessee's use and occupancy of the Premises. Lessee shall indemnify Lessor for any losses, damages, liability, claim, or expenses (including reasonable attorneys' fees) resulting from a breach of the aforesaid agreement or resulting from the exercise of Lessee's rights to store or use any Hazardous Material in accordance with the provisions of this paragraph. For purposes hereof, the term "Hazardous Material" shall include, without limitation, any substances defined as "hazardous wastes," "hazardous substances," "hazardous materials," or "toxic substances" by the Resource Conservation and Recovery Act of 1976, as amended from time to time, or the regulations promulgated thereunder, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, or the regulations promulgated thereunder, the Toxic Substances Control Act, as amended from time to time, or the regulations promulgated thereunder, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement or any governmental authority having jurisdiction over the Premises which regulates or imposes liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereafter in effect. Without limiting the generality of the foregoing, the term "Hazardous Material" shall include dry cleaning solvents and petroleum products outside sealed containers. Notwithstanding the above, Lessee shall not be responsible for any claim, demand, cost, damage, injury, loss, liability or change based on or arising out of the presence of any Hazardous Materials or conditions on or about the Premises which existed prior to Lessee's occupancy or which was not expressly caused by Lessee, its agents, employees or representatives.

**8. UTILITIES.** All applications and connections for utility services required by Lessee in conjunction with Lessee's use and occupancy of the Premises shall be made in the name of Lessee only, and Lessee shall be solely responsible for obtaining such services and for the

payment of all charges for such services as they become due. Such utility services include, but are not limited to, sewer, water, gas, electricity, and telephone services.

**9. REPAIR AND MAINTENANCE.** Lessor shall keep the foundation, exterior walls (except plate glass and exterior doors), HVAC systems (excluding range ventilation/fire hood suppression equipment), roof, gutters, downspouts, and foundation walls of the Premises, and all interior and exterior water, sewer, electrical and gas systems serving the Premises in good repair, except that Lessor shall not be required to make any repairs occasioned by the act or neglect of Lessee or its employees or agents, nor shall Lessor be required to maintain any grease traps or interior or exterior equipment associated with Lessee's training and educational activities. For purposes of this Section 9, Lessor's obligation to maintain all interior water, sewer, electrical and gas systems serving the Premises in good repair shall be limited to such portions of the water, sewer, electrical and gas systems located within the walls, floors and ceilings of the commercial structure located on the Premises and shall not include any lines or connections from the walls, floors and ceilings to any equipment associated with Lessee's training and educational activities. In the event that the Premises become in need of repairs required to be made by Lessor hereunder, Lessee shall give prompt written notice to Lessor; and Lessor shall not in any way be responsible for failure to make any such repairs until thirty (30) days shall have passed after its receipt of such written notice (provided, however, that in the event the repair cannot, with reasonable diligence, be completed within such thirty (30) day period, Lessor shall have a reasonable time thereafter to complete such repair so long as Lessor promptly commences and diligently pursues such repair to completion). Should the Premises require an emergency repair, Lessor shall contact the City Manager or Public Works Director by telephone, and Lessor shall take immediate action to address such emergency repair unless Lessee is advised by the City Manager or Public Works Director that Lessor is unable to take immediate action in which case Lessee may take all reasonable steps to resolve such emergency repair at Lessor's expense. Lessor shall maintain the grounds, driveways, and parking areas on the Subject Property and any other property over which Lessee has access rights in good condition and repair, and maintain adequate lighting in such areas, all consistent with Lessor's maintenance standards for its public facilities. Lessor's obligations include the removal of snow and ice from walkways, driveways, and parking lots in the area surrounding the Premises consistent with Lessor's practices for its public parking areas.



Except for the foregoing Lessor responsibilities, Lessee shall perform all other repairs and maintenance necessary to maintain the Premises, including, but not limited to, needed repairs and replacements to all exterior and interior items unless such items are the responsibility of Lessor as set forth above. Lessee shall perform all preventative maintenance and repairs to the Premises, including without limitation all repairs and replacements to all interior items, to the ceiling, to the lighting system, to all doors and door opening mechanisms, and to all water, sewer, and electrical facilities located within the Premises, unless such items are the responsibility of Lessor as set forth above. Lessee shall promptly replace any cracked or broken plate glass or window glass used in any interior and exterior windows and doors in the Premises.

**10. CARE OF PREMISES BY LESSEE.** Lessee shall keep the inside and outside of all glass in the doors and windows of the Premises clean; shall keep clean all exterior surfaces of the Premises which are not Lessor's responsibility; shall not place or maintain any structures or other articles on the sidewalk or street adjacent to the Premises or elsewhere on the exterior thereof without Lessor's written consent; shall maintain the Premises at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; shall not permit undue accumulations of garbage, trash, rubbish and other refuse, and shall keep such refuse in proper containers on the exterior of the Premises in the areas designated therefor by Lessor; and shall maintain temperatures within the Premises sufficient (and open taps to reduce pressure as needed) to prevent the freezing and bursting of water and sewer pipes serving the Premises. All repairs and replacements shall be of quality and class at least equal to the quality and class of the Premises at the time of entry by Lessee.

**11. ALTERATIONS AND IMPROVEMENTS.** Lessee may only make changes, alterations or improvements to the Premises with the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. If approved by Lessor, such work shall be done in accordance with the requirements of local ordinances and public authorities having jurisdiction thereof. Lessee shall make no such change, alteration or improvement which substantially affects the structural integrity of the Premises or substantially decreases the value of the Premises. All changes, alterations or improvements to the Premises shall remain for the benefit of Lessor unless otherwise provided in a writing signed by Lessor.

**12. CASUALTY AND LIABILITY INSURANCE.** Lessee, at its sole cost and expense, shall maintain for the benefit of Lessor and Lessee, general liability insurance protecting

Lessor and Lessee against any claim or claims for damage arising by reason of injury, death or damage occasioned in, upon or adjacent to the Premises, and products liability, such insurance to protect Lessor and Lessee jointly and severally to the combined limit of One Million and No/100 Dollars (\$1,000,000.00) for injury to or death of any one (1) or more persons by the same accident or for damage to property of other persons. Each policy effecting such coverage shall designate Lessor, Lessor's mortgagee, if any, as additional insureds as their respective interests may appear, and shall contain a clause that the insurer will not cancel or materially modify the insurance coverage without first giving Lessor a minimum of thirty (30) days' advance written notice. Further, each such policy shall be carried with a reputable insurance company authorized to do business in North Carolina and reasonably approved by Lessor, and a certificate of insurance shall be provided to Lessor. In the event Lessee at any time shall fail to maintain such insurance or shall fail to pay any and all premiums therefor, Lessor shall have the right and option to effect such insurance and pay any and all premiums therefor; and, in the event of any such payment, Lessee, on the rental date next succeeding the date on which Lessee receives notice of such payment having been made, shall pay to Lessor a sum equal to the amount which was so paid for such insurance premiums, it being expressly understood that Lessor shall have no obligation whatsoever hereunder to effect such insurance or to make such premium payments to cure the default of Lessee.

Lessor shall keep all improvements upon the property of which the Premises are a part insured to the extent of not less than One Hundred percent (100%) of the replacement cost thereof in such amount as may be agreed upon by Lessor and Lessee prior to the commencement of each lease year against loss or damage by fire, with extended coverage. Each such policy shall be carried with a reputable insurance company authorized to do business in North Carolina. Lessee shall reimburse Lessor for the reasonable cost of such insurance within thirty (30) days after receipt of notice from Lessor with supporting information as to the amount due.

**13. DAMAGE OR DESTRUCTION.** In the event the Premises shall be totally or partially damaged or destroyed by fire, flood, act of God or other casualty, the duties, rights and obligations of Lessor and Lessee shall be as follows:

(a) If the Premises shall be damaged or destroyed so as to render the Premises untenable, Lessor or Lessee may, at either party's election, terminate this Lease by written notice to the other party not more than thirty (30) days after the occurrence of such damage or destruction. Untenable shall mean that the improvements upon property of

which the Premises are a part shall be damaged or destroyed by fire, the elements, or other causality to the extent of one-half (1/2) of the replacement cost thereof as determined by the final adjustment of the insurance claim related thereto.

(b) If the Premises are not rendered untenable by such damage or destruction, this Lease shall remain in full force and effect and Lessor shall promptly commence the required repair or restoration using such insurance proceeds as are available and prosecute the work of repair to completion with reasonable speed and diligence. Lessee shall during any period of repair and restoration continue to operate on the Premises to the extent reasonably practical.

**14. DEFAULT.** If Lessor or Lessee shall fail to perform or comply with any of the agreements or covenants of this Lease and if such nonperformance shall continue for a period of ten (10) days after receipt of notice thereof, or, if such performance cannot be reasonably had within the ten (10) day period, such party shall not in good faith have commenced performance within the ten (10) day period and shall not diligently proceed to the completion of such performance, such event shall constitute a default under this Lease.

**15. REMEDIES.** Upon the occurrence of any default, each party shall have all of the rights and remedies that are available under the laws of the State of North Carolina, including, but not limited to the termination of this Lease.

**16. SIGNAGE.** Lessor shall implement a program for common signage for the Subject Property, which shall include reasonable space on the sign face(s) to identify Lessee's operations, the design of which shall be similar to Lessee's other signage at its existing facilities. Lessee may not install any additional signage without Lessor's consent. Lessee shall be responsible for the cost of the common signage program. Once the common signage is installed on the Premises, Lessee shall be responsible for the cost of any replacement signage necessitated by Lessee.

**17. ASSIGNMENT OR SUBLETTING.** Lessee shall not assign this Lease nor sublet any part of the Premises without written consent of the Lessor.

**18. QUIET POSSESSION.** Lessor agrees that Lessee shall, upon paying the rent and performing the covenants of this Lease, quietly have, hold and enjoy the Premises during the term of this Lease. Lessor acknowledges that Lessee's operations on the Premises may extend beyond customary "business hours" and that Lessee and its invitees will need access to the Premises "around the clock"; therefore, Lessee's access to and use of the Premises shall not be limited by Lessor. Further, Lessor acknowledges that Lessee's use of the Premises as a workforce development center by its nature may involve noises and odors emanating from the Premises from

equipment and machinery, and that such use shall not constitute a nuisance to Lessor or other tenants of the Subject Property. Lessor will disclose in leases with other tenants of the Subject Property the nature of Lessee's use of the Premises and include a provision in the leases that such tenants waive any right to object to Lessee's operations on the Premises.

**19. SURRENDER OF POSSESSION.** Upon expiration of the term of this Lease, Lessee shall surrender the Premises to Lessor in as good condition as the same are at the beginning of the lease term, reasonable wear and tear and casualty excepted.

**20. FIXTURES.** Lessee shall have the right to install in the Premises such fixtures or equipment deemed necessary by Lessee for the conduct of Lessee's operations. So long as Lessee is not in default of the terms of this Lease, all fixtures and equipment installed by Lessee shall remain the property of Lessee and Lessee shall have the right to remove such equipment at any time up to and including the expiration date of this Lease or sooner termination of this Lease for any reason; provided, however, Lessee shall give Lessor ten (10) days' written notice prior to removal of a fixture that has been affixed to the foundation or structural systems of the Premises if the removal would damage in any way the Premises. Lessee shall be responsible for the cost of repairing any damage to the Premises which is caused by such removal. Any fixtures installed by Lessee shall automatically become the property of the Lessor, with Lessee remaining liable for any indebtedness thereon, if such fixtures are not removed by Lessee within a reasonable time after the expiration date of this Lease or sooner termination of this Lease for any reason.

**21. NOTICES.** All notices required to be given with respect to any matter pertaining to this Lease shall be sent by certified mail, return receipt requested, or other nationally recognized overnight courier and shall be deemed delivered upon receipt or refusal if addressed to Lessee or to Lessor at the following addresses:

Lessor  
City of New Bern  
Attn: Director of Public Works  
P.O. Box 1129  
New Bern, N.C. 28560

Lessee  
Craven Community College  
Attn: President  
800 College Court  
New Bern, N.C. 28562

Either Lessor or Lessee may change the address to which notices are to be sent to them by giving written notice of such change of address to the other party as herein provided.

**22. INDEMNIFICATION/LIMITATION OF LIABILITY.** To the extent allowed by law, and as limited by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for injury or damages is caused by or results from the negligent acts or omissions of Lessee, its officers, agents, contractors, or employees, Lessee shall indemnify Lessor and save it harmless from and against any and all liability for injury or damage to person or property arising from or out of any occurrence in, upon, or at the Premises, or the occupancy or use by Lessee of the Premises, unless the same is caused by the negligence or willful misconduct of Lessor. To the extent allowed by law, and as limited by all state and federal laws, subject to the availability of appropriations and in proportion to and to the extent that such liability for injury or damages is caused by or results from the negligent acts or omissions of Lessor, its agents, contractors, or employees, Lessor shall indemnify Lessee and save it harmless from and against any and all liability for injury or damage to person or property arising from or out of any occurrence in, upon, or at the Subject Property, unless the same is caused by the negligence or willful misconduct of Lessee.

**23. MEMORANDUM OF LEASE.** This Lease shall not be recorded, but Lessor and Lessee, at either's request, shall execute a memorandum of lease for recording purposes which shall contain only the information required by Section 47-118 of the North Carolina General Statutes.

**24. ENTIRE AGREEMENT.** This Lease contains the entire agreement between the Parties with respect to the Premises, and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto.

**25. BINDING EFFECT.** All the terms and conditions of this Lease shall be binding upon and shall apply and inure to the benefit of the parties hereto.

**26. CONSTRUCTION OF LEASE.** In construing and interpreting this lease, the following rules shall apply:



(a) This lease shall be construed with equal weight for the rights of both parties, the terms hereof having been determined by fair negotiations with due consideration for the rights and requirements of both parties.

(b) Pronouns used in this lease importing any specific gender shall be interpreted to refer to corporations, partnerships, men and women, as the identity of the parties hereto, or the parties herein referred to, may require.

(c) Pronouns, verbs and/or other words used in this lease importing the singular number shall be interpreted as plural, and plural words as singular, as the identity of the parties hereto, or the parties or objects herein referred to, may require.

(d) Paragraph headings appearing in this lease are for purposes of easy reference and shall be considered a part of this lease and shall in no way modify, amend, or affect the provisions thereof.

**27. GOVERNING LAW.** This Lease shall be construed and interpreted in accordance with the laws of the State of North Carolina.

**28. COMPLIANCE WITH NONDISCRIMINATION LAWS.** Lessee agrees to comply with all applicable federal, state, and local laws prohibiting discrimination.

**29. COVENANT OF USE.** Lessor has acquired a grant from the U.S. Department of Commerce Economic Development Administration (“EDA”) to assist in the completion of Lessor’s Work (“EDA Grant”). Pursuant to the terms of the EDA Grant, Lessor is required to execute and record a Covenant of Use, Purpose and Ownership in favor of the EDA (the “Covenant”) prior to the Commencement Date. The Covenant will, among other things, restrict the use of the Premises to the purposes specified in the EDA Grant. Lessee agrees to comply with the terms of the Covenant.

IN TESTIMONY WHEREOF, the City has caused this instrument to be executed as its act and deed by the Mayor, and its corporate seal to be hereunto affixed, and attested by its City Clerk, all by the authority of its Board of Aldermen; and the Chair of the Board of Trustees of Craven Community College has executed or caused this document to be duly executed, all as of the day and year first above written.

LESSOR:

**CITY OF NEW BERN**

By:   
DANA E. OUTLAW, MAYOR


ATTEST:

  
Brenda E. Blanco, City Clerk

(CORPORATE SEAL)

LESSEE:

**THE TRUSTEES OF CRAVEN COMMUNITY  
COLLEGE**

By:   
~~Allison R. Morris, Chair~~  
Robert E. Whitley, Jr.

[SEAL]

NORTH CAROLINA  
CRAVEN COUNTY

I, Veronica Evans-Mattocks, a notary public in and for said county and state, do hereby certify that on the 28 day of September, 2021, before me personally appeared DANA 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 City Clerk of 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 notarial seal, this the 28 day of September, 2021.

Veronica Evans-Mattocks  
NOTARY PUBLIC

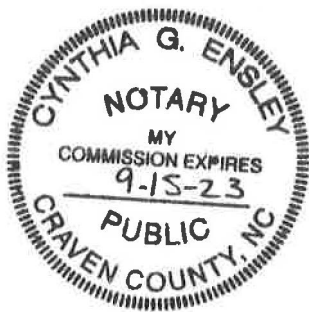
My Commission Expires:

May 19, 2023

NORTH CAROLINA  
CRAVEN COUNTY

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: ~~Allison R. Morris~~, Robert E. Whitley, Jr.

Date: October 5, 2021



Cynthia G. Ensley  
Signature of Notary Public

Cynthia G. Ensley  
Notary's printed or typed name

My commission expires: 9-15-23



**EXHIBIT A**

SPENCER AVE

PARK AVE

DRIVEWAY

RHEM STREET

DRIVE

FIRST STREET

Access Easement Area #1

Parking Area

213 First St  
Kitchen Education/  
Teaching Facility

WDC






WDC  
Premises  
Area

Access  
Easement  
Area #2

209 First St  
Makers Lab  
Premises

Parking  
Area #2

**Proposed Work Force  
Development Training Center**  
Exhibit A - Makers Lab; Kitchen  
Facility & Access Easement/Parking

-  Kitchen Ed./Training Facility
-  Makers Lab Premises Area
-  Access Esm't. Area
-  Parking Area #2
-  WDC Premises Area

1 1/2" = 100 feet

0 50 100 200 Feet





# **CRAVEN** COMMUNITY COLLEGE **Foundation**

## **Board of Directors**

Jacqueline B. Atkinson  
Carol Becton  
James B. Congleton, III  
J. Brent Davis  
Charles T. Dudley  
Brenda George  
John O. Haroldson  
Tyler Harris  
Carole B. Kemp  
Lee E. Knott  
Linda MacDonald, *Emeritus*  
Ashley Martin-Irizarry  
W. David McFadyen, Jr., *President*  
Bettina Meekins  
Jim Millard, *Treasurer*  
Hannah Mitchell  
Susan Moffat-Thomas  
Stephen Nuckolls, *Emeritus*  
Beverly E. Perdue  
Marjorie Russell  
Anne C. Schout,  
*Vice President/President Elect*  
Tammy Sherron  
Dr. Ray Staats, *Craven CC*  
*President*  
Karen Segal  
Linster Strayhorn, III  
Amy P. Wang  
Craig A. Warren  
Charles Wethington, *Secretary*  
Whit Whitley, *Chair,*  
*Craven CC Trustees*  
Jeff Williams, *Past President*

## **Foundation Staff**

Charles Wethington,  
*Executive Director*  
Jennifer Baer, *Director,*  
*Lifetime Learning Center*  
Christina Bowman, *Foundation*  
*Operations Coordinator*  
M Fernanda Marinkovic,  
*Accounting Assistant*

**[www.CravenCC.edu](http://www.CravenCC.edu)**

800 College Court  
New Bern, NC 28562  
Telephone: (252) 638-7351  
Fax: (252) 638-4232

*a non-profit organization*  
**Federal Tax ID # 59-1718436**

October 2021

The Foundation kicked off its annual campaigns in August with the combination of a solicitation mailing for the Community Campaign and hand delivery of pledge forms to staff and faculty for the Campus Campaign. Foundation staff attended the various Unit and Department Meetings on both campuses to talk about the accomplishments of the Foundation as well as the importance of support. This year's Community Campaign is chaired by me, as President of the Foundation. Greg Singleton is serving as the Chair of our Campus Campaign. As of September 30th, the two campaigns combined have raised \$60,105. This is an increase over the previous year of \$33,140 at the same date.

The combined value of the Foundation's assets continues to grow and are currently at a historical high. As of June 30, 2021, the endowment portfolio was funded at \$3,292,776 and other assets at \$695,339 (including prepaids and other current receivables of \$14,449) which combine for a total Fund Balance of \$3,988,115. The funds on hand will ensure that the Foundation is well positioned to cover any market instability. Funding from endowments will provide \$199,913 in scholarships this fiscal year, another historical high. Additionally, we received scholarship funding from the Harold H. Bate Foundation for the year at \$120,000. This is the 2<sup>nd</sup> year in a row that we have seen an increase in funding from the Harold H. Bate Foundation. The Foundation has budgeted over \$400,000 for student assistance for the year. This represents an increase over the previous year.

The Foundation had to again cancel the Donor – Recipient Reception this year, scheduled for September, because of COVID-19. We are working on alternative ways to communicate with the scholarship donors. These include hand written notes from recipients, as well as video "Thank You" messages.

The current guidelines along with participant hesitancy largely based on scheduling uncertainty (possibility of cancellations) is also having an impact on Lifetime Learning Center (LLC) events. Limited travel events are beginning to start back with strict vaccination and mask-wearing policies in place. Safety protocols

established by the 3<sup>rd</sup> party vendors are utilized in regional and overseas trips. We are monitoring current guidelines and adjusting event planning accordingly.

We have established 2 new endowments in the quarter. The Foundation has received a \$25,000 endowment gift from a donor for both an engineering and nursing student. We have a pending stock transfer of \$50,000 for a general scholarship for the 2nd endowment. In addition, we received a \$10,000 addition to an existing endowment and \$25,260 to fund an endowment that was created in the previous quarter. These combine for \$60,260 with an additional pending \$50,000 stock transfer, which will total of \$110,260 raised for endowments in just over 3 months.

The Foundation continues to show substantial financial support, despite the uncertainties caused by COVID-19. We continue to see a steady number of Campus Campaign gifts and expect that number to rise as we kick off the Angel Gift drawings for staff and faculty this month. The increase in funds from the Campus and Community Campaigns as well as the continued success in endowment solicitations show great support from both internal as well as external constituents.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. David McFadyen, Jr.', with a stylized, cursive script.

W. David McFadyen, Jr., President  
Craven CC Foundation Board of Directors