

## Meeting of the Johnston County Board of Commissioners

*June 6, 2005*

The Johnston County Board of Commissioners met in regular session Monday, June 6, 2005, at 10:00 a.m. in the Commissioners' Meeting Room, Johnston County Courthouse Annex, Smithfield, North Carolina. The following members were present:

Present: Cookie Pope, Chairman, Wade M. Stewart, Vice Chairman, Allen L. Mims, Jr., Jeffrey P. Carver, W. Ray Woodall, DeVan Barbour and Tony Braswell.  
 Absent: None  
 Also Present: Rick J. Hester, County Manager, April N. Byrd, Clerk to the Board, John R. Massey, Finance Officer, J. Mark Payne, County Attorney and Deva C. Holt, Deputy Clerk.

The Chairman called the meeting to order and the following business was transacted:

### **1. Minutes Approved**

Upon a motion by Commissioner W. Ray Woodall, seconded by Commissioner Jeffrey P. Carver and carried by unanimous vote, the Board approved the minutes of the April 12, 18, 26, 2005 and May 2, 9, 2005 board meetings as presented.

### **2. Public Comments**

#### **A) Request to Amend Residential Sewer Service Policy**

Ovalee Parker, 88 Sandy Road, Four Oaks, requested the Board consider an amendment to the County's Residential Sewer Service Policy to allow property owners with new residences to tie on to county maintained sewage lines in circumstances where the property will not perk. The Board took the request under advisement, and agreed to discuss at the June 13<sup>th</sup> Board meeting.

#### **B) Request to Purchase Property Adjacent to the Airport**

Steve Yauch, 189 Townsend Drive, Clayton, stated he has been negotiating with the Johnston County Airport Authority, on behalf of a prospective business, to purchase a piece of property adjacent to the airport. He emphasized deadlines imposed by his clients, and requested the Board's support to move the process along to ensure the prospective business will locate in Johnston County.

Linwood Parker, Chairman of the Economic Development Board, noted the property is located in the Economic Development District, and stressed the importance to use the property to create additional jobs for Johnston County citizens.

Michael de Sherbinin, Economic Development Director, stated he had been approached by Mr. Yauch to help negotiate a price for the property. Mr. Yauch has been pursuing the purchase of the property for 12 months. Numerous discussions have resulted in two perceptions of fair prices, Mr. Yauch's offer of \$18,700 per acre, and the Airport's request for \$30,000 per acre. Mr. de Sherbinin noted the property does not have water, sewer, or road access. Mr. Yauch's deadline is Friday, June 10<sup>th</sup> to present a plan of action to his clients.

Chairman Pope recommended Mr. Yauch, Commissioner Wade M. Stewart, Commissioner Allen L. Mims, Jr., County Manager Rick Hester, Economic Development Director Michael de Sherbinin and the Airport Authority meet this week to further discuss the matter.

#### **C) NC Martial Arts Team Head Coach Addresses the Board**

Dr. James Parker, Head Coach for the NC Martial Arts Team, informed the Board that North Carolina's Martial Arts Team is located in Johnston County. He requested support to have a sign set up in the team's honor when entering the County. The team has earned numerous state and world titles, and Dr. Parker would like to raise public support for the team's hard work and accomplishments. Chairman Pope suggested Dr. Parker speak with the Department of Tourism regarding a temporary sign to honor the team.

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### 3. Emergency Services Employee Recognized

County Manager Rick Hester recognized Patrick Cogdell of the Emergency Services Department for receiving the Eatman-Edwards Award of Excellence for overall achievement in EMS. The Board congratulated Mr. Cogdell on receiving this prestigious award.

### 4. Department of Transportation - Additions to System Approved

The Board reviewed petitions presented by the North Carolina Department of Transportation requesting the following roads be added to the State Secondary System for maintenance:

Linville Lane & River Ridge Way, Mount Pleasant Subdivision - Pleasant Grove Township.

Clearwater Drive, Clearwater Subdivision - Wilson Mills Township.

Commissioner W. Ray Woodall moved the Board concur with the NC Department of Transportation's request to add the above listed roads to the State Maintained System. Commissioner Wade M. Stewart seconded the motion which carried by unanimous vote.

### 5. Department of Transportation - Abandonment of Critcher Farm Lane Approved

The Board reviewed a petition presented by the North Carolina Department of Transportation requesting the following section of road, .06 miles, in the subject subdivision be abandoned from the State Secondary System for maintenance, for the purpose of the extension of Critcher Farm Lane into Phase Two:

Critcher Farm Lane, Critcher Farm Subdivision - Phase 1 - Elevation Township.

Commissioner W. Ray Woodall moved the Board concur with the NC Department of Transportation's request to abandon the above listed road from the State Maintained System. Commissioner Tony Braswell seconded the motion which carried by unanimous vote.

### 6. Local Government Mutual Aid Agreement Approved

Kim Robertson, Emergency Services Assistant Director, requested the Board approve a Local Government Mutual Aid and Assistance Agreement between the County and the ten municipalities. The agreement would allow the County and the ten municipalities to assist each other, with or without a State declaration, in times of emergencies. She noted the agreement would assist the County Emergency Services Department in the accreditation process that staff is currently working on.

Upon a motion by Commissioner W. Ray Woodall, seconded by Commissioner Jeffrey P. Carver and carried by unanimous vote, the Board approved the following Local Government Mutual Aid and Assistance Agreement between the County and the ten municipalities:

#### LOCAL GOVERNMENT MUTUAL AID AND ASSISTANCE AGREEMENT

THIS AGREEMENT IS ENTERED INTO BETWEEN JOHNSTON COUNTY NORTH CAROLINA AND BY EACH OF THE ENTITIES THAT EXECUTES AND ADOPTS THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:

WHEREAS, Johnston County is geographically vulnerable to a variety of emergency events, both natural and technological;

WHEREAS, the County recognizes the importance of the concept of coordination between local governments;

WHEREAS, under Chapter 166A and other chapters of the North Carolina General Statutes, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times;

THEREFORE, pursuant to G.S. 166A-10(b), these entities agree to enter into this Agreement for reciprocal

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aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

### Section I. DEFINITIONS

"Agreement" means this document, the Local Government Mutual Aid and Assistance Agreement.

"Aid and assistance" includes personnel, equipment, facilities, services, supplies, and other resources.

"Authorized Representative" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified the presumption will be that the successor to that position will be the authorized representative.)

"Local Agency" means a county or municipal agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-7.

"Party" means a governmental entity which has adopted and executed this Agreement.

"Provider" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient").

"Recipient" means the party setting forth a request for aid and assistance to another party (the "Provider").

### Section II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

### Section III. PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by Recipient. When a Recipient involved in a state of emergency becomes affected to the extent it deems its resources inadequate, it may request mutual aid and assistance by communicating the request to Provider, indicating the request is made pursuant to this mutual aid agreement. The request shall be followed as soon as practicable by a written confirmation of that request, including the transmission of a proclamation of local state of emergency under G.S. 166A-8 and Article 36 A of Chapter 14 of the NC General Statutes, and a completed form describing its projected needs in light of the disaster. All requests for mutual aid and assistance shall be transmitted by the party's Authorized Representative or to the Coordinator of the Local Agency as set forth below.

REQUESTS ROUTED THROUGH THE RECIPIENTS LOCAL AGENCY: Recipient may directly contact the Local Agency, in which case it shall provide the Local Agency with the information in paragraph B of this Section (Section III). The Local Agency shall then contact other parties on behalf of Recipient to coordinate the provision of mutual aid and assistance. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to Section VII of this Agreement.

### Section IV. SUPERVISION AND CONTROL

Provider shall designate supervisory personnel amongst its employees sent to render aid and assistance to Recipient. As soon as practicable, Recipient shall assign work tasks to Provider's supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisory personnel and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

### Section V. REIMBURSEMENTS

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses. Provider shall submit reimbursement documentation to Recipient on the forms shown in Appendix B.

- A. Personnel - During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse Provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel under the terms of the North Carolina Worker's Compensation Act (Chapter 97 of the North Carolina General Statutes).

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- For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44 C.F.R. 206.228.
- B. Equipment - Provider shall be reimbursed by Recipient for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44 C.F.R. 206.228. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.
  - C. Materials And Supplies - Provider shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in subsection B of this section (Section VII), unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 C.F.R. 206.228. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing.
  - D. Record Keeping - Recipient personnel shall provide information, directions, and assistance for record keeping to Provider's personnel. Provider shall maintain records and submit invoices for reimbursement by Recipient.
  - E. Payment; Other Miscellaneous Matters as to Reimbursements - The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended by both parties. Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing by mutual agreement. This shall not preclude Provider or Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to Recipient.

### **Section VI. RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES**

**Pursuant to G.S. 166A-14, whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.**

### **Section VII. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKERS' COMPENSATION POLICY**

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

### **Section VIII. IMMUNITY**

Pursuant to G.S. 166A-14, all activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death of or injury to persons, or for damage to property as a result of any such activity.

### **Section IX. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY**

Each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what

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amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

### **Section X. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION**

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the County Manager, which shall provide copies to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent by the County Manager to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

### **Section XI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, for example pursuant to Chapter 160A of the North Carolina General Statutes, those parties agree that to the extent a request for mutual assistance is made pursuant to this agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

### **Section XII. EFFECTIVE DATE**

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

IN WITNESS WHEREOF, each of the parties have caused this Local Government Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its chief executive officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

## **LOCAL GOVERNMENT MUTUAL AID AND ASSISTANCE AGREEMENT**

### **JOHNSTON COUNTY, NORTH CAROLINA**

**TOWN OF BENSON**

**TOWN OF CLAYTON**

**TOWN OF FOUR OAKS**

**TOWN OF KENLY**

**TOWN OF MICRO**

**TOWN OF PINE LEVEL**

**TOWN OF PRINCETON**

**TOWN OF SELMA**

**TOWN OF SMITHFIELD**

**TOWN OF WILSON'S MILLS**

### **7. Public Hearing - 10:15 a.m. - Proposed FY 2005-2006 County Budget Advertised: May 27, 2005 The Smithfield Herald**

The Chairman opened the public hearing and stated the purpose of the hearing is to allow public comment on the proposed 2005-06 County Budget.

County Manager Rick Hester formally presented the proposed budget to the Board and briefly reviewed the highlights of his recommendations. He noted the proposed \$140 million budget keeps the tax rate at \$.78. Mr. Hester emphasized the budget not only estimates revenues and expenditures for the upcoming year, but also prioritizes the needs of Johnston County citizens and the County's pursuit to deliver necessary services. He stated, that in his opinion, the budget reflects the mission of the Johnston County Board of Commissioners, which reads "... to provide leadership and support, and to advocate actions for an effective County Government that seeks to enhance the quality of life for present and future generations of the people of Johnston County. "

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Mr. Hester pointed out the proposed budget would provide new and additional supplemental current expense funding for the school system. The County has been using a financial model put together by a citizen task force in the late 1990's. He noted the proposed budget includes a one-time infusion of \$2 million for local current expense funding to accommodate the growth the school system continues to experience. The proposed budget provides additional current expense funding for the community college as well.

In May, Johnston County citizens approved school and community college construction bonds. The proposed budget provides for additional debt service to support the bonds, without increasing taxes.

Mr. Hester noted that counties in NC are responsible for matching 5.5% of all Federal Medicaid dollars flowing into the County. This will amount to approximately \$6 million in match funds for Johnston County in the upcoming year. He emphasized the push for State legislators to provide relief for NC counties with this endeavor.

Seventeen new positions were requested. Mr. Hester recommended four new positions for funding in the upcoming year: two positions in the Sheriff's Department, one Animal Control Director and one Zoning Inspector. He also recommended an increase in the water service fee and septic tank fee.

Mr. Hester thanked John Massey, Finance Director, for his assistance in the budget process, and Technology Services staff, Angie Smith, Kyle Richter and Ellen Beck, for their work on the final product.

### Budget Meetings Scheduled

The Board agreed to meet Thursday, June 9<sup>th</sup> at 7:00 p.m., and Wednesday, June 15<sup>th</sup> at 6:00 p.m. to further discuss the proposed budget.

### Public Hearing Comments Resumed

Jackie Kozell, Interim Coordinator, requested the Board continue to fund and support Special Olympics. She emphasized the impact of losing Dale Bender as Coordinator, and the experience that Ms. Bender brought to the organization. She noted the support that Special Olympics receives from various community groups, and urged the Commissioners to serve as a model of support as well.

Gail Garcia, 302 Barden Street, Princeton, stated that she is a parent of Special Olympics participant, and pointed out the program has afforded her daughter great opportunities to be involved in sports, stay active in the community and spend time with peers. She requested the Board assist Special Olympics as much as possible.

Jill Carpenter, 605 Castleberry Road, Clayton, informed the Board that unfortunately this year Special Olympics- Johnston County not only lost Dale Bender as the local coordinator, but also lost their area coordinator and contact with Special Olympics- North Carolina as well. She applauded Interim Coordinator Jackie Kozell for her efforts to keep the program running, and attempt to retain the quality and quantity of sports training offered to participants the past few years. She pointed out that 600 athletes received training in Johnston County last year, and that Special Olympics parents and friends are ready to continue to assist with programs and fund-raisers in the upcoming year. She requested the Board continue its support of Special Olympics in the future.

Patrick Harris, Smithfield Fire Department Chief, stated that several fire departments have requested adjustments to the rural fire taxes for their districts. He questioned when the appropriate time would be to address the Board.

Chairman Cookie Pope suggested Mr. Harris and other fire department representatives coordinate with the County Manager to attend one of the special budget meetings scheduled for June 9<sup>th</sup> and 15<sup>th</sup>.

Chairman Pope closed the public hearing.

- 8. Public Hearing - 10:45 a.m. - Proposed Annexation to Elevation Water District**  
**Advertised:** May 24, 2005 The Smithfield Herald

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Upon a motion by Commissioner Allen L. Mims, Jr., seconded by Commissioner W. Ray Woodall and carried by unanimous vote, the Board recessed regular session to sit as the Elevation Water District Board.

The Chairman opened the public hearing and stated the purpose of the hearing is to allow public comment on the proposed extension of territory to the Elevation Water District to include specified properties on Old School Road in the Town of Four Oaks ETJ.

Sandy Mills, Utility Development Manager for the County, stated there are a few properties in the Four Oaks ETJ that are accessible to water lines in the Elevation Water District. The property owners have requested annexation into the District and permission to access the County's water line. The Town of Four Oaks has provided written concurrence approving annexation of the area into the district. She requested the Board adopt a resolution allowing the expansion of the boundaries of the Elevation Water District for the annexation of the specified properties into the district.

In response to a question from Commissioner Wade M. Stewart, Public Utilities Director Tim Broome stated that the district has the financial resources to provide services to the area, and annexation into the district would definitely benefit the specified property owners.

There being no further comments, the Chairman closed the public hearing.

**9. Resolution Providing for the Expansion of the Boundaries of the Elevation Water District**

Upon a motion by Commissioner Jeffrey P. Carver, seconded by Commissioner Wade M. Stewart and carried by unanimous vote, the Board adopted the following resolution:

**RESOLUTION PROVIDING FOR EXPANSION OF THE BOUNDARIES OF THE  
ELEVATION WATER DISTRICT OF JOHNSTON COUNTY**

WHEREAS: the Johnston County Board of Commissioners (the Board) at its regular meeting on May 8, 2000 passed a resolution creating the Elevation Water District (the District) in accordance with N. C. General Statutes § 162A-86, et. seq. ; and

WHEREAS, the Board has determined, after receiving petitions from residents of property lying near the District, that these parcels of land contiguous to the District may be annexed into the District; and

WHEREAS, pursuant to N.C. General Statutes § 162A-87.1, the Board has determined to extend the boundaries of the District to include the petitioned parcels;

WHEREAS: the Board resolved to hold a public hearing with respect to such extensions on June 6, 2005, and directed that the appropriate representatives of the County take the necessary actions to properly notice such public hearing as provided by law; and

WHEREAS, pursuant to N. C. General Statutes Section 162A-87.1(e) a notice of public hearing was prepared stating the date, hour and place of the hearing and its subject and stating that the report containing a map of the District and the areas to be annexed were available for public inspection in the office of the Clerk to the Board, and that such annexation fit the requirements of § 162A-87.1; and

WHEREAS, pursuant to N. C. General Statutes § 162A-87.1(e), the notice of public hearing was published once in newspapers that circulate in the proposed District, and pursuant to 162A-87.1(b) the County has received petitions for annexation signed by 100% of the real property owners in the areas to be annexed; and

WHEREAS, a public hearing was held at 10:45 a.m. on June 6, 2005, in the Commissioner's Room, Courthouse Annex, Smithfield, North Carolina at which time taxpayers and all other interested persons appeared and were heard concerning the question of expanding the boundaries of the Elevation Water District of Johnston County; and

WHEREAS, at such meeting the Board determined that it was appropriate to extend the boundaries of the District to include additional parcels of land; and

WHEREAS, the Board, following the public hearing finds that:

1. The areas to be annexed are contiguous to the District, with at least one-eighth of the area's aggregate external boundary coincident with the existing boundary of the District;
2. The residents of all the territories to be annexed into the District will benefit from the District's annexation; and
3. It is economically feasible to provide the proposed service or services in the annexed district without unreasonable or burdensome annual tax levies; WHEREAS, the Board now desires to annex the territories described herein into the Elevation Water District of Johnston County;

NOW, THEREFORE, BE IT RESOLVED BY the Johnston County Board of Commissioners meeting in regular session at Smithfield, North Carolina, on June 6, 2005, do the following:

1. It is hereby found that:

- (a) The areas to be annexed are contiguous to the District, with at least one-eighth of the area's

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- aggregate external boundary coincident with the existing boundary of the District;
  - (b) The residents of all the territories to be annexed into the District will benefit from the District's annexation; and
  - (c) It is economically feasible to provide the proposed service or services in the annexed district without unreasonable or burdensome annual tax levies;
2. The Elevation Water District of Johnston County is thereby revised as follows:

**ELEVATION WATER DISTRICT  
REVISED BOUNDARY DESCRIPTION**

Beginning at the point of intersection of the southwestern corner of the McGee's Crossroads Water District and the Harnett County line, said point being the northwest corner of the Antonio Garlindo Rios parcel; thence generally easterly and southeasterly approximately 65,000 l.f. along the boundary of the McGee's Crossroads Water District to the point of intersection with the southwestern corner of the Hopewell-Pisgah Water District; thence easterly by southeasterly approximately 27,000 l.f. along the boundary of the Hopewell-Pisgah Water District to the extraterritorial jurisdiction boundary (ETJ) of the Town of Four Oaks; thence generally approximately 25,000 l.f. along the west ETJ boundary of the Town of Four Oaks to a point approximately 500 ft. north of the right-of-way of Parker Road (SR 1159); thence easterly by northeasterly along a line parallel to and 500 l.f. northeast of the northern right-of-way of Parker Road approximately 5,000 l.f. to a point 560 l.f. north of the intersection of the southern right-of-way of Parker Road and the north right-of-way of I-95; thence southeast approximately 1,200 l.f. to a point in the boundary of the Ingrams Township Water District, said point also lying in the southeastern right-of-way of I-95; thence southwesterly approximately 20,000 l.f. along the boundary of Ingrams Township Water District to the boundary of the Meadow Water District; thence approximately 9,800 l.f. southwest along the boundary of the Meadow Water District to the ETJ boundary of the Town of Benson; thence generally north and northwesterly approximately 5,900 l.f. along the Town of Benson ETJ to a point which is 500 l.f. southeast of the centerline of U.S. 301; thence northeasterly approximately 25,500 l.f. along a line 500 ft southeast and parallel to the centerline of U.S. 301 to a point in the Town of Four Oaks ETJ; thence northwest approximately 1,000 l.f. to a point 500 ft northeast of the centerline of U.S. 301; thence approximately 18,200 l.f. southwest along a line 500' northwest and parallel to the centerline of U.S. 301 to a point 500 ft northeast of the centerline of Raleigh Road (SR 1330); thence northwest approximately 2,900 l.f. along a line 500 ft northeast and parallel to the centerline of Raleigh Road to a point 500 ft northwest of the intersection of Raleigh Road and Woodall Dairy Road (SR 1356); thence west approximately 3,700 l.f. along a line 500 ft north and parallel to the centerline of Woodall Dairy Road to a point in the eastern boundary of Carrie Woods Subdivision; thence south approximately 300 l.f. along the boundary of Carrie Woods Subdivision; thence west approximately 1,400 l.f. along a line 200 ft north of and parallel to the centerline of Woodall Dairy Road to a point in the western boundary of Carrie Woods Subdivision; thence north 300 ft along the western boundary of Carrie Woods Subdivision; thence generally westerly by northwesterly approximately 5,000 l.f. along a line 500 ft north and parallel to the centerline of Woodall Dairy Road, crossing I-40, to a point 500 ft west of the centerline of Federal Road (SR 1331); thence south approximately 950 l.f. and southwest approximately 3,000 l.f. along a line 500 ft west of and parallel to the centerline of Federal Road and NC 242 to a point that is 500 ft west of the centerline of NC 242; thence generally westerly approximately 3,800 l.f. along the northern boundary of Parcel No. 01E08040A to the northwest corner of said parcel; thence north approximately 1,500 l.f. along the eastern boundaries of Parcels No. 01E08039A and No. 01E08031B to the northeast corner of Parcel No. 01E08031B; thence west by southwest approximately 2,100 l.f. along the northern boundaries of Parcels No. 01E08031B and No. 01E08031C; thence south approximately 200 l.f. along the boundary of Parcel No. 01E08031C; thence approximately 400 l.f. southwest along the south boundary of Parcel No. 01E08028 to the eastern right-of-way of NC 50; thence southwest approximately 2,800 l.f. crossing the NC 50 right-of-way and following along the northwestern boundary of Parcels No. 01E08030 and No. 01E08029 to East Mingo Creek; thence generally south by southwesterly along the centerline of East Mingo Creek approximately 3,800 l.f. to a point in the Town of Benson ETJ; thence west approximately 300 l.f., south by southwest approximately 3,400 l.f., west by northwest approximately 1,600 l.f. and south approximately 1,400 l.f. along the Town of Benson ETJ to a point in the Harnett County line; thence generally northwesterly along the Harnett County line approximately 53,000 l.f. to the point of beginning; and including an area lying between I-40, NC 242, and U.S. 301 defined as follows: beginning at a point at the intersection of the western right-of-way of I-40 and the centerline of CSX Railroad; thence generally north by northwest approximately 6,100 l.f. along the western right-of-way of I-40 to a point 500 ft southeast of the centerline of NC 242; thence southeast and south along a line 500 ft southeast and south of the centerline of NC 242 approximately 7,100 l.f. to a point 500 ft south of the intersection of NC 242 and Railroad Road (SR 1358); thence east and east by southeast approximately 3,700 l.f. along a line 500 ft south and southeast of the centerline of Railroad Road to the centerline of the CSX Railroad; thence northeast approximately 1,500 l.f. along the centerline of the CSX Railroad to the point of beginning.

Boundary Descriptions for  
Additions to the Elevation Water District

Area A:

Beginning at a point in the northern boundary of the Town of Benson Extraterritorial Jurisdiction Boundary (ETJ), said point being 500 l.f. west of the centerline of NC 242; thence west, southwest, and west approximately 5,510 l.f. along the Town of Benson ETJ to a point in the centerline of a creek, said point being approximately 700 l.f. west of the centerline of NC 50; thence, approximately 6,400 l.f. south along the centerline of the creek, and generally



## June 6, 2005 (Continued)

parallel to NC 50 to a point 530 l.f. north of the centerline of NC 27; thence west approximately 4,760 l.f. along a line parallel to and 530 l.f. north of the centerline of NC 27 to a point in the Harnett County line; thence northwest approximately 1,700 l.f. along the Harnett County line to a point in the Town of Benson ETJ, said point also being in the original Elevation Water District boundary; thence, north, east, north by northeast, northeast, south and east approximately 21,300 l.f. along the original Elevation Water District boundary to a point 500 l.f. west of the centerline of NC 242; thence, south along the original Elevation Water District boundary approximately 3,020 l.f. to the point of beginning.

### Area B:

Beginning at the point of intersection of the western right-of-way of I-40 and the centerline of CSX Railroad, said point being a corner in the original Elevation Water District boundary; thence generally south approximately 2,480 l.f. along the western right-of-way of I-40 to a point in the centerline of an un-named tributary of Hannah Creek; thence generally west by northwest approximately 5,800 l.f. along the centerline of the creek crossing Tarheel Road (SR 1168) and CSX Railroad to a point which is southeast of the intersection NC 242 and Railroad Road (SR 1358) and 500 ft. from the centerlines of both these roads, said point being also in the boundary of the original Elevation Water District; thence generally eastward, southeastward and northeastward approximately 5,200 l.f. along the boundary of the original Elevation Water District to the point of beginning.

### Area C:

Beginning at a point in the intersection of the boundaries of the original Elevation Water District, the Meadow Water District, and the southeastern right-of-way of I-95, said point being in the Extraterritorial Jurisdiction Boundary (ETJ) of the Town of Benson; thence generally north by northwesterly approximately 5,900 l.f. along the boundary of the original Elevation Water District, and the Town of Benson ETJ to a point 500 l.f. southeast of the centerline of US 301; thence southwest approximately 1,290 l.f. along a line parallel to, and 500 l.f. southeast of the centerline of US 301 to a point in the boundary of parcel no. 01F10047; thence west approximately 610 l.f. along a boundary of parcel no. 01F10047 to the eastern right-of-way of I-40; thence south approximately 1,240 l.f. along the eastern right-of-way of I-40 to the north right-of-way of Ivey Road (SR 1227); thence southwest approximately 1,920 l.f. crossing I-40 to a point 200 l.f. north of the centerline of Ivey Road, said point being in the northwestern right-of-way of Smithfield Road (SR 1173); thence approximately 1,000 l.f. southwest along the northwest right-of-way of Smithfield Road; thence 170 ft. west of the northwest right-of-way of Smithfield Road; thence approximately 1,320 l.f. southwest, parallel to, and 200 l.f. northwest of the centerline of Smithfield Road; thence approximately 2,300 l.f. generally southeast, parallel to and 250 l.f. south of the centerline of Dogwood Road (SR 1217) to a point in the northwest right-of-way of I-95; thence approximately 440 l.f. south crossing I-95 to a point in the southeast right-of-way of I-95; thence approximately 2,500 l.f. generally east along the southeast right-of-way of the I-95/I-40 interchange; thence, 400 l.f. northeast crossing I-40 to the northeast right-of-way of I-40; thence approximately 2,840 l.f. north and northeast along the right-of-way of I-40, the I-40/I-95 interchange and the southeast right-of-way of I-95 to the point of beginning.

### Area D:

Beginning at a point 500 ft. northwest of the centerline of US 301 and 500 ft. northeast of the centerline of Raleigh Road (SR 1330), said point being a corner in the boundary of the original Elevation Water District; thence southwest along a line 500 ft. northwest of and parallel to the centerline of US 301 approximately 4,770 l.f. to a point 500 ft. northeast of the centerline of Gilbert Road (SR 1357); thence north approximately 2,060 l.f. to the eastern corner of parcel no. 01F09040E; thence northwest approximately 780 l.f. and southwest approximately 830 ft. along the boundaries of parcel no. 01F09040E and crossing Gilbert Road to a point in the western right-of-way of Gilbert Road; thence, approximately 720 ft. southeast along the western right-of-way of Gilbert Road to a point 500 ft. northwest of the centerline of CSX Railroad; thence, southwest approximately 3,180 ft. along a line parallel to and 500 ft. northwest of the centerline of CSX Railroad to the western right-of-way of I-40; thence generally north approximately 2,950 l.f. along the western right-of-way of I-40; thence, northeast approximately 500 ft. to a point in the eastern right-of-way of I-40, said point being in the southwest corner of parcel no. 01F09054; thence north approximately 310 l.f., east approximately 400 l.f., north approximately 1,500 l.f., northwest approximately 780 l.f., and northeast approximately 250 l.f. along the boundaries of parcel no. 01F09054 to a point in the southern right-of-way of Woodall Dairy Road (SR 1356); thence north approximately 560 ft. crossing Woodall Dairy Road to a point 500 l.f. northeast of the centerline of Woodall Dairy Road, said point also lying in the eastern right-of-way of Federal Road (SR 1331); thence generally eastward along the boundary of the original Elevation Water District approximately 7,330 l.f. to a point 500 ft. east of the centerline of Raleigh Road; thence southeast approximately 2,870 l.f. along a line 500 ft. east of and parallel to the centerline of Raleigh Road to the point of beginning.

### Area E:

**Beginning at a point of the intersection of the southernmost point of parcel number 08H10043 and the Town of Four Oaks ETJ, thence northward along the eastern boundary of parcel number 08H10043 approximately 1,970 l.f. to the intersection with the shared boundary with parcel number 08H10011B, thence northward along the eastern boundary of parcel number 08H10011B approximately 2,790 l.f. to the intersection with the Town of Four Oaks ETJ, then southwestward along the Town of Four Oaks ETJ approximately 5,900 l.f. to said point of beginning. Area E includes six parcels, their respective parcel numbers being 08H10011B, 08H10043,**

**June 6, 2005 (Continued)**

**08H10046B, 08H10046A, 08H10044, and 08H10199.**

3. The County and its officers, agents and attorneys are hereby directed to take any further actions as may be required by the laws of the State of North Carolina to perform the matters and things directed by this resolution.

4. This resolution will become effective as of July 1, 2005.

Upon a motion by Commissioner Allen L. Mims, Jr., seconded by Commissioner W. Ray Woodall and carried by unanimous vote, the Elevation Water District Board adjourned, and regular session was resumed.

**10. Re-Entry - 11<sup>th</sup> Judicial District HALT Program - Request for Assistance**

Dot Ehlers, Executive Director of the 11<sup>th</sup> Judicial District Re-Entry Program, addressed the Board to request assistance for the HALT program, a division of Re-Entry. She stated HALT is the only NC certified batterer treatment program in Johnston County. HALT is a 13 month program, which includes 30 weeks of group sessions, six months of intensified case management, and assistance with substance abuse problems when necessary. Ms. Ehlers emphasized the negative effects that domestic violence has on the entire community, and stressed the need for the continuance of the HALT program.

Since the beginning of the program in 1998, HALT has received grant funding from the Governor's Crime Commission. Unfortunately, the grant funding will be depleted for Johnston County in September 2005. Ms. Ehlers requested the Board consider an allocation of \$100,000 to the HALT program for FY 05-06.

Kenneth Johnson and his son, Kenneth Johnson, Jr., both graduates of HALT, spoke highly of the merits of the program.

Dennis Lowendowsky, psychologist, stated he has been involved with HALT since 1998, and complimented the professionalism and effectiveness of the program. He urged the Board to consider Ms. Ehlers request, and emphasized the loss of vital services in the community if HALT does not continue to provide this for Johnston County citizens.

The Board agreed to consider Ms. Ehler's request, and make a decision during the special budget meetings previously set.

**11. Johnston County Schools - Request to Transfer School Construction Funds to Cover Variances**

John Massey, County Finance Director, stated the Board of Education has requested the Board approve transfers between bond construction projects to cover construction cost variances for projects that have come in "over- budget." The funds would come from projects that were completed "under-budget."

Upon a motion by Commissioner Jeffrey P. Carver, seconded by Commissioner DeVan Barbour and carried by unanimous vote, the Board approved the following request to transfer school construction funds to cover variances:

<u>Project No.</u>	<u>School</u>	<u>Amount</u>
9118	Clayton High	Increase funds by \$23,321.48
9129	West Smithfield Elem.	Increase funds by \$25,935.00
9146	River Dell Elem.	Increase funds by \$513.64
9137	Micro-Pine Level Elem.	Increase funds by \$6,434.61
9116	South Johnston High	Decrease funds by \$52,925.69
9125	Princeton Union	Decrease funds by \$740.41
9140	Benson Middle	Decrease funds by \$2,538.63

**12. Johnston County Schools - Request to Reallocate ADM Funds**

Upon a motion by Commissioner DeVan Barbour, seconded by Commissioner W. Ray Woodall and carried by unanimous vote, the Board approved a request from the Johnston County Board of Education to designate Meadow Elementary as a State ADM Construction project, and approved the use of \$248,375 of state funds to cover project overruns for HVAC re-design and construction at the school.

**13. Resolution to Amend Articles of Incorporation of Johnston Memorial Hospital Corporation**

**June 6, 2005 (Continued)**

County Attorney Mark Payne stated the Board of Directors of Johnston Memorial Hospital Corporation has requested the Commissioners adopt a resolution amending their Articles of Incorporation. The amendments would include modification to Articles 3.1 and the addition of new Article 3.2 to further specify the Corporation's designation as a 501(c)(3) organization. The succeeding articles were renumbered.

Upon a motion by Commissioner Jeffrey P. Carver, seconded by Commissioner Allen L. Mims, Jr. and carried by unanimous vote, the Board approved the following resolution to amend the articles of incorporation of Johnston Memorial Hospital Corporation:

**RESOLUTION APPROVING AMENDMENTS TO THE ARTICLES  
OF INCORPORATION OF  
JOHNSTON MEMORIAL HOSPITAL CORPORATION**

WHEREAS, on the 21st day of April, 2005, the Board of Directors of Johnston Memorial Hospital Corporation (the "Corporation") adopted certain amendments to the Corporation's Articles of Incorporation; and

WHEREAS, attached hereto as Exhibit 1 is a true and correct copy of the said amendments to the Corporation's Articles of Incorporation; and

WHEREAS, no amendment to the said Articles of Incorporation of the Corporation is effective unless and until it is approved by a majority of the members of the Board of Commissioners of Johnston County, North Carolina; and

WHEREAS, the Board of Directors of the Corporation has requested the Board of Commissioners to approve the said amendments.

NOW, THEREFORE, the Board of Commissioners of Johnston County, North Carolina, hereby adopts the following resolution;

RESOLVED, that the amendments to the Articles of Incorporation of Johnston Memorial Hospital Corporation, as set forth on Exhibit 1 attached hereto, be and hereby are approved.

This 6th day of June, 2005.

**14. Award of Bid - Landfill Excavator**

The Board reviewed the following bids, which were received on May 20, 2005 for an excavator for the landfill. In addition to the base bid price, staff requested supplemental pricing for: 1) Five Year Guaranteed Repurchase Price, 2) 48 Month Power Train Warranty, and 3) Five Year Guaranteed Preventative Maintenance Quote.

<u>Bidder</u>	<u>Machine Model</u>	<u>Base Price Including Tax</u>	<u>5 Yr. Guaranteed Repurchase Price</u>	<u>48 Month Added Power Train Warranty</u>	<u>5 Yr. Guaranteed Preventative Maintenance Quote</u>
ASC Construction Equipment USA Inc.	Volvo EC240 BLC	\$193,687.12	\$64,000	\$11,984	250 Hr \$295.59 500 Hr \$365.14 1000 Hr \$452.08 2000 Hr \$660.73
Mitchell's Distributing Co.	Komatsu PC220LC-7	\$211,742.30	No Bid	\$6,420	250 Hr \$781.10 500 Hr \$1,070.00 1000 Hr \$1,353.55 2000 Hr \$2,134.65
Gregory Poole Equipment Co.	Caterpillar 322CL	\$220,862.98	\$71,500	\$13,450	250 Hr \$698.00 500 Hr \$698.00 1000 Hr \$698.00 2000 Hr \$698.00

Staff has recommended award of bid to low bidder, ASC Construction Equipment USA, Inc., in the amount of \$193,687.12 for the Volvo EC240 BLC, plus the 48 month power train warranty in the amount of \$11,984. If approved, the purchase would be made from existing Solid Waste funds.

Upon a motion by Commissioner W. Ray Woodall, seconded by Commissioner Allen L. Mims, Jr. and carried by unanimous vote, the Board awarded the bid to low bidder, ASC Construction Equipment USA, Inc., in the amount of \$193,687.12 for the Volvo EC240 BLC, plus the 48 month power train warranty in the amount of \$11,984, for an excavator for the landfill.

**June 6, 2005 (Continued)**

**15. Presentation of Proposed Wastewater Transmission Facilities Up-sizing & Capacity Improvements Program - FY 05-06 and FY 06-07**

Tim Broome, Public Utilities Director, provided the Board with a brief presentation on what will most likely happen during the next few years in regards to wastewater transmission and capacity. Staff anticipates six projects to begin requesting sewer service. This includes two residential projects in the Wilson's Mills area, and four projects in the Cleveland Area: Cleveland Springs Planned Unit Development, Pierce Road Mixed Use Development if approved, Adams Creek Development and the new elementary school on the Parker property. The only projects that are currently requesting service are located in the Josephine Road Area.

Mr. Broome pointed out the County's current utility development policy requires developers who desire sewer service to install, at their cost, all infrastructure required for the development's needs and the pipeline necessary to connect to the County's closest wastewater collection or transmission system. The County is responsible for "up-sizing" gravity sewer lines, wastewater pump stations, and force mains to accommodate tributary wastewater and/or projected area wide growth.

He noted that expenditures from the enterprise fund are expected to total approximately \$3.5 million to cover the cost of up-sizing and pipeline extensions over the next two fiscal years. Developers are required to pay a 10% down payment, however, the remainder of the assessment fees coincide with each development phase for the project. Mr. Broome stated that there is a possibility of a \$550,000-600,000 shortfall during the next two years.

County Manager Rick Hester suggested the Board may want to consider another workshop in the fall to discuss water and wastewater issues.

**16. Josephine Road Area Wastewater Collection and Transmission Facilities - Construction and Cost Sharing Agreement**

Tim Broome, Public Utilities Director, requested the Board approve an agreement between the County, Son-Lan Development Company and JDG Investments, Inc. for wastewater collection and transmission facilities construction and cost sharing for the Josephine Road Area of the Cleveland Community. He stated two major subdivisions are under development on Josephine Road which have been approved for sewer service: Jordan Ridge Subdivision Phases 3 and 4 and Twisted Oaks Subdivision. In order to eliminate a wastewater pump station, maximum gravity sewer service, and plan for transmission of future wastewater from surrounding areas, the County would need to participate in certain pipeline and pump station up-sizing and construction of a gravity sewer line extension.

Upon a motion by Commissioner Allen L. Mims, Jr., seconded by Commissioner Jeffrey P. Carver and carried by unanimous vote, the Board approved the following Construction and Cost Sharing Agreement for the Josephine Road Area Wastewater Collection and Transmission Facilities:

**Josephine Road Area  
Wastewater Collection and Transmission Facilities  
Construction and Cost Sharing Agreement**

THIS AGREEMENT made this 6th day of June, 2005 between JDG Investments, Inc. ("JDG" hereafter), Son-Lan Development Company ("Son-Lan" hereafter), and Johnston County ("County" hereafter) is for construction of wastewater collection and transmission facilities including gravity sewer lines, a pump station, and a force main to serve Island Creek Subdivision, Twisted Oaks Subdivision, Jordan Ridge Phase 3 Subdivision, and wastewater from other County service areas;

WITNESSETH:

WHEREAS, JDG, Son-Lan, and County require wastewater collection and transmission facilities in the Josephine Road area to serve their respective needs; and

WHEREAS, JDG, Son-Lan, and County can cooperate to design, permit, and construct wastewater collection facilities which will comply with the County's area wide wastewater service plan to minimize the number of wastewater pump stations and to transmit wastewater from the greater Cleveland area to the County's wastewater treatment plant; and

WHEREAS, JDG and Son-Lan can achieve wastewater service for their respective developments under this agreement at no additional cost for transmission infrastructure beyond the cost for design and construction of their respective facilities, separately; and

## June 6, 2005 (Continued)

NOW, THEREFORE, for and consideration of the mutual benefits to the parties and the rights, powers, and duties hereinafter set forth to be performed by each party, the sufficiency of which is hereby acknowledged by the parties; JDG, Son-Lan, and County agree as follows:

1. Son-Lan shall design, permit, and construct a 12" gravity sewer line from Josephine Road, at the entrance to Island Creek Subdivision, to a manhole in the existing sewer line, upstream of the existing Broadmoor wastewater pump station, with a length of 1,981 l.f.
2. Son-Lan shall design and permit the following infrastructure:
  - a. A 15" gravity sewer line from the Broadmoor pump station, which includes a 1,441 ft. segment beginning near Street "B" in Twisted Oaks Subdivision, following the north side of the existing creek, to a manhole on the southwest side of Josephine Road, with a length of 2,403 ft.
  - b. A 21" gravity sewer line from the southwest side of Josephine Road (at the termination of the 15" line in a. above), to the location of a new pump station in Jordan Ridge Phase 3 Subdivision, with a length of 156 ft.
  - c. A wastewater pump station in Jordan Ridge Phase 3 Subdivision rated 2,250 gpm and conforming to design criteria established by County.
  - d. A 16" force main from the wastewater pump station (in a. above) to Josephine Road, with a length of 90 ft. The force main shall connect to a new force main designed, permitted, and constructed separately by the County.
  - e. An 8" force main, to be used as by-pass of the primary force main, until all improvements are in place with length of 67 ft. The force main shall connect to a new force main designed, permitted, and constructed separately by the County.
3. JDG shall design, permit, and construct two 8" gravity sewer lines which extend from its collection system in Twisted Oaks Subdivision to the 15" gravity sewer line (item 2.a. above).
4. County shall acquire easements on properties outside the boundaries of Island Creek, Twisted Oaks, and Jordan Ridge Phase 3 Subdivisions, and properties owned or controlled by JDG and Son-Lan.
5. County shall advertise for construction bids, enter a construction contract, and oversee and inspect construction of the 15" and 21" gravity sewer lines, the pump station, and the 16" force main, described herein.
6. The target schedule for design, permitting, procurement, and construction of the facilities described herein, is as follows:
  - a. Son-Lan complete design of sewer lines, pump station, and force main by May 10, 2005.
  - b. County review plans and specifications by May 13, 2005, and issue comments.
  - c. Son-Lan revise plans and specifications (if required) by May 20, 2005, and submit documents to regulatory agencies for permitting.
  - d. County advertise for bids May 24, 2005.
  - e. County open bids June 21, 2005.
  - f. County award construction contract July 5, 2005.
  - g. Start construction July 18, 2005.
  - h. Finish construction and startup facilities December 1, 2005.

All parties agree that the target schedule could be altered due to circumstances beyond the parties' control including, but not limited to receipt of regulatory permits, acquisition of easements, weather, contractor default, and force majeure.
7. Son-Lan shall pay to County the amount of \$185,300.00 which is the cost for design, permitting, and construction of an 80 gpm wastewater pump station and 2,900 l.f. of 4" force main, as follows:
 

80 gpm pump station	\$140,000.00
2,900 l.f. 4" force main @ \$12.00/l.f.	\$ 34,800.00
Design and permitting @ 6%	\$ 10,500.00
<b>TOTAL</b>	<b>\$185,300.00</b>
8. JDG shall pay to the County the amount of \$199,000.00 which is the cost for design, permitting, and construction of 780 l.f. of 8" gravity sewer line, an 80 gpm wastewater pump station, and 1,050 l.f. of 4" force main, as follows:
 

780 l.f. of 8" sewer line @ 45.00/l.f.	\$ 35,100.00
80 gpm pump station	\$140,000.00
1,050 l.f. of 4" force main @ \$12.00/l.f.	\$ 12,600.00
Design and permitting @ 6%	\$ 11,300.00
<b>TOTAL</b>	<b>\$199,000.00</b>
9. Payments by Son-Lan and JDG to County shall be made in two equal installments, the first due within 30 days of the award of the construction contract by County and the second when construction is approximately 50% complete.
10. County shall reimburse Son-Lan the difference in cost of 1,981 l.f. of 12" gravity sewer line and an equal length of 8" gravity sewer line understood to be \$7,330.00 (Item 1 (herein)). Payment shall be made within 15 days of the effective date of this agreement.
11. County shall reimburse Son-Lan for the cost of design and permitting of the facilities described in

**June 6, 2005 (Continued)**

item 2. herein in the amount of \$14,400.00. Payment shall be made within 15 days of receipt of all regulatory permits.

12. County shall pay for the cost of easements acquisition (on properties other than those owned or controlled by JDG and Son-Lan) and for the construction of facilities described in item 2. herein.

**17. Presentation of Letter of Conditions for Little River Water District**

Upon a motion by Commissioner W. Ray Woodall, seconded by Commissioner Allen L. Mims, Jr. and carried by unanimous vote, the Board recessed regular session to sit as the Little River Water District Board.

Mike Harris with USDA Rural Development presented the letter of conditions for funding the first phase of construction for the Little River Water District. Initially, the District requested Rural Development funding of a \$5.7 million loan and a \$3.4 million grant, with the remainder of the project to be funded through District tap fees and County "up-sizing" contributions. Mr. Harris explained much of the matching grant funds allocated for North Carolina projects have been diverted to hurricane damage relief in Florida. As a result, Rural Development has offered a reduced loan and grant if the District is willing to construct the system in two phases. The first phase of the project would include a \$1,875,000 loan, \$1,217,000 grant, and \$78,000 in district tap fees. The remaining loan and grant funds should be available in early spring 2006.

In response to a question from Commissioner Wade M. Stewart, Mr. Harris stated although funding for the district would be granted in two phases versus one phase, the percentage of the loan and grant should remain the same.

Following discussion, Commissioner W. Ray Woodall moved the Board adopt the following resolution accepting the loan and grant funds for the Little River Water District and the associated letter of conditions. Commissioner DeVan Barbour seconded the motion, which carried by unanimous vote.

**RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF LITTLE RIVER WATER DISTRICT**

BE IT RESOLVED:

That the Board of Commissioners of the Little River Water District do hereby accept the conditions set forth in the Letter of Conditions dated June 6, 2005, the RUS Bulletin 1780-27, Loan Resolution, dated June 6, 2005, and the RUS Bulletin 1780-12, Water or Waste System Grant Agreement; and

That the Board of Commissioners will adopt an operating budget for the Little River Water District that will maintain a water use rate schedule at rates sufficient to meet all budgeted operating, replacement, and debt service expenses, and, the Little River Water District may make modifications to the rate system as long as the rate schedule remains sufficient to meet budget requirements; and,

That the Chairman and Clerk be authorized to execute all forms necessary to obtain a loan and grant from the USDA Rural Development, Rural Utility Service including, but not limited to the following forms;

FORM RD 1942-46	Letter of Intent to Meet Conditions
RUS Bulletin 1780-27	Loan Resolution
RUS Bulletin 1780-12	Water or Waste System Grant Agreement
Form RD 1940-1	Request for Obligation of Funds
Form RD 400-1	Equal Opportunity Agreement
Form RD 400-4	Assurance Agreement
Form RD 1910-11	Applicant Certification Federal Collection Policies For Consumer Or Commercial Debts
Form AD 1047	Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions and, copy of AD 1048 for use with Lower Tier Covered Transactions
Form AD 1049	Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative 1 - For Grantees Other Than Individuals
RD Instruction 1940-Q	Certification For Contracts, Grants and Loans

That the Board of Commissioners of the Little River Water District elects to have the interest rate charged by RUS to be the lower of the rate in effect at either the time of loan approval or loan closing; and,

That if the interest rate charged by RUS should be changed between this date and the date of actual loan approval, the

## June 6, 2005 (Continued)

Chairman and Clerk be authorized to execute new forms reflecting the current interest rate and revised payments as required by RUS; and,

That this resolution becomes part of the official minutes of the Board of Commissioners of the Little River Water District meeting held on June 6, 2005.

Adopted this 6th day of June, 2005.

Upon a motion by Commissioner Allen L. Mims, Jr., seconded by Commissioner Tony Braswell and carried by unanimous vote, the Board adjourned as the Little River Water District Board and resumed regular session.

### **18. Resolution Certifying Results of Referendum on \$85 Million School Bonds**

The Johnston County Board of Elections certified to the Board of Commissioners (the "Board") that the result of the bond referendum held on May 10, 2005, with respect to the proposed \$85,000,000 General Obligation School Bonds of Johnston County was 4,406 votes "For" approval of the Bond Order and 1,293 votes "Against" approval of the Bond Order, and delivered a copy of the Certificate of Canvass to the Board.

Chairman Pope then introduced the following resolution the title of which was read:

#### **RESOLUTION CERTIFYING AND DECLARING RESULTS OF 2005 REFERENDUM ON JOHNSTON COUNTY GENERAL OBLIGATION SCHOOL BONDS AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF**

WHEREAS, the Board of Commissioners for Johnston County desires to certify and declare the results of the referendum held May 10, 2005;

NOW, THEREFORE, the Board of Commissioners for Johnston County meeting in regular session in Smithfield, North Carolina, on June 6, 2005, does the following:

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR JOHNSTON COUNTY:

1. The Board hereby certifies and declares the results of the referendum held on May 10, 2005, with respect to the proposed \$85,000,000 General Obligation School Bonds of Johnston County, to be 4,406 votes "For" approval of the Bond Order and 1,293 votes "Against" approval of the Bond Order.
2. The affirmative votes of a majority of those voting having been received, the Board hereby certifies and declares that the Bond Order entitled "BOND ORDER AUTHORIZING THE ISSUANCE OF \$85,000,000 GENERAL OBLIGATION SCHOOL BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF SCHOOL FACILITIES" is now in effect.
3. The Clerk to this Board shall cause the statement attached as Exhibit A to be published in the Smithfield Herald and filed in the Clerk's office.
4. This resolution shall take effect immediately.

Commissioner DeVan Barbour moved the passage of the foregoing resolution, Commissioner Jeffrey P. Carver seconded the motion and the resolution was passed by the following vote:

Ayes: Commissioners Cookie Pope, Wade M. Stewart, Allen L. Mims, Jr., W. Ray Woodall, Jeffrey P. Carver, DeVan Barbour and Tony Braswell

Nays: None

Not Voting: None

### **19. Resolution Certifying Results of Referendum on \$10 Million Community College Bonds**

The Johnston County Board of Elections certified to the Board of Commissioners (the "Board") that the result of the bond referendum held on May 10, 2005, with respect to the proposed \$10,000,000 General Obligation Community College Bonds of Johnston County was 4,405 votes "For" approval of the Bond Order and 1,274 votes "Against" approval of the Bond Order, and delivered a copy of the Certificate of Canvass to the Board.

Chairman Pope then introduced the following resolution the title of which was read:

#### **RESOLUTION CERTIFYING AND DECLARING RESULTS OF 2005 REFERENDUM ON JOHNSTON COUNTY GENERAL OBLIGATION COMMUNITY COLLEGE BONDS AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF**

## June 6, 2005 (Continued)

WHEREAS, the Board of Commissioners for Johnston County desires to certify and declare the results of the referendum held May 10, 2005;

NOW, THEREFORE, the Board of Commissioners for Johnston County meeting in regular session in Smithfield, North Carolina, on June 6, 2005, does the following:

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR JOHNSTON COUNTY:

1. The Board hereby certifies and declares the results of the referendum held on May 10, 2005, with respect to the proposed \$10,000,000 General Obligation Community College Bonds of Johnston County, to be 4,405 votes "For" approval of the Bond Order and 1,274 votes "Against" approval of the Bond Order.

2. The affirmative votes of a majority of those voting having been received, the Board hereby certifies and declares that the Bond Order entitled "BOND ORDER AUTHORIZING THE ISSUANCE OF \$10,000,000 GENERAL OBLIGATION COMMUNITY COLLEGE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF COMMUNITY COLLEGE FACILITIES" is now in effect.

3. The Clerk to this Board shall cause the statement attached as Exhibit A to be published in the Smithfield Herald and filed in the Clerk's office.

4. This resolution shall take effect immediately.

Commissioner DeVan Barbour moved the passage of the foregoing resolution, Commissioner Jeffrey P. Carver seconded the motion and the resolution was passed by the following vote:

Ayes: Commissioners Cookie Pope, Wade M. Stewart, Allen L. Mims, Jr., W. Ray Woodall, Jeffrey P. Carver, DeVan Barbour and Tony Braswell

Nays: None

Not Voting: None

### 20. Budget Amendments

Following discussion, Commissioner W. Ray Woodall moved the Board approve the following budget amendments. Commissioner Allen L. Mims, Jr. seconded the motion, which carried by unanimous vote.

#### **Criminal Justice Partnership**

FUND	BUDGET CODE	LINE ITEM CLASSIFICATION EXPENDITURE	REQUESTED CHANGE INCREASE (DECREASE)
10	5135.7050	Non Major Capital Asset	\$1,380.00
FUND	BUDGET CODE	LINE ITEM CLASSIFICATION REVENUE	REQUESTED CHANGE INCREASE (DECREASE)
10	5135.34155	State Grant	\$1,380.00

#### **Education**

FUND	BUDGET CODE	LINE ITEM CLASSIFICATION EXPENDITURE	REQUESTED CHANGE INCREASE (DECREASE)
10	6300.9098	Cost of Financing Schools	\$262,285.00
FUND	BUDGET CODE	LINE ITEM CLASSIFICATION REVENUE	REQUESTED CHANGE INCREASE (DECREASE)
10	6300.37905	School Bond Proceeds	\$262,285.00

#### **Elections**

FUND	BUDGET CODE	LINE ITEM CLASSIFICATION EXPENDITURE	REQUESTED CHANGE INCREASE (DECREASE)
10	4300.1110	Postage	\$3,251.00
FUND	BUDGET CODE	LINE ITEM CLASSIFICATION REVENUE	REQUESTED CHANGE INCREASE (DECREASE)
10	4300.34155	State Grant	\$3,251.00

#### **Emergency Services - Emergency Management**

FUND	BUDGET CODE	LINE ITEM CLASSIFICATION EXPENDITURE	REQUESTED CHANGE INCREASE (DECREASE)
10	5325.1422	DOJ-2003 Exercise Grant	\$5,875.00
FUND	BUDGET CODE	LINE ITEM CLASSIFICATION REVENUE	REQUESTED CHANGE INCREASE (DECREASE)



## June 6, 2005 (Continued)

10	5325.34144	Emergency Management	\$5,875.00
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FUND	BUDGET CODE	LINE ITEM CLASSIFICATION EXPENDITURE	REQUESTED CHANGE INCREASE (DECREASE)
10	5325.1422	Regional Exercise Grant Supplemental	\$20,000.00
FUND	BUDGET CODE	LINE ITEM CLASSIFICATION REVENUE	REQUESTED CHANGE INCREASE (DECREASE)
10	5300.34144	Emergency Management	\$20,000.00

**Health**

FUND	BUDGET CODE	LINE ITEM CLASSIFICATION EXPENDITURE	REQUESTED CHANGE INCREASE (DECREASE)
10	5925.3320	Lab Services	\$646.00
FUND	BUDGET CODE	LINE ITEM CLASSIFICATION REVENUE	REQUESTED CHANGE INCREASE (DECREASE)
10	5925.34155	NC Division of Public Health	\$646.00

FUND	BUDGET CODE	LINE ITEM CLASSIFICATION EXPENDITURE	REQUESTED CHANGE INCREASE (DECREASE)
10	5915-7400	Capital Outlay - Epidemiology	\$5,835.38
10	5920-7400	Capital Outlay - Adult Health	\$54,394.69
10	5925-7400	Capital Outlay - Maternal Health	\$96,585.97
10	5945-7400	Capital Outlay - Child Health	\$220,987.74
10	5960-7400	Capital Outlay - Family Planning	\$27,481.53
		TOTAL NET EXPENDITURES	\$405,285.31
FUND	BUDGET CODE	LINE ITEM CLASSIFICATION REVENUE	REQUESTED CHANGE INCREASE (DECREASE)
10	5915-34154	Div of Public Health/Medicaid - Epidemiology	\$5,835.38
10	5920-34154	Div of Public Health/Medicaid - Adult Health	\$54,394.69
10	5925-34154	Div of Public Health/Medicaid - Maternal Health	\$96,585.97
10	5945-34154	Div of Public Health/Medicaid - Child Health	\$220,987.74
10	5960-34154	Div of Public Health/Medicaid - Family Planning	\$27,481.53
		TOTAL NET REVENUE	\$405,285.31

**Mental Health**

FUND	BUDGET CODE	LINE ITEM CLASSIFICATION EXPENDITURE	REQUESTED CHANGE INCREASE (DECREASE)
10		Personal Services	\$125,728.00
10		Supplies & Materials	\$39,139.00
10		Current Obligations & Services	\$74,254.00
10		Fixed Charges & Other	\$66,532.00
10		Capital Outlay	(\$41,524.00)
10		Contracts, Grants, Other Subsidies	\$1,294,871.00
10		Refunds Paid	\$0.00
		TOTAL NET EXPENDITURES	\$1,559,000.00
FUND	BUDGET CODE	LINE ITEM CLASSIFICATION REVENUE	REQUESTED CHANGE INCREASE (DECREASE)
10		Federal Funds	(\$81,289.00)
10		State Funds	\$2,775,822.00
10		County General Funds	(\$100,000.00)
10		Patient Fees - Medicaid	(\$667,312.00)
10		Patient Fees - Other	(\$107,417.00)
10		Other Local Funds	(\$214,295.00)
10		Fund Balance Appropriation	(\$46,509.00)
		TOTAL NET REVENUE	\$1,559,000.00

**Public Utilities**

FUND	BUDGET CODE	LINE ITEM CLASSIFICATION EXPENDITURE	REQUESTED CHANGE INCREASE (DECREASE)
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June 6, 2005 (Continued)

43	8643-7406	Contingency	\$227,312.41
		TOTAL NET EXPENDITURES	
FUND	BUDGET CODE	LINE ITEM CLASSIFICATION REVENUE	REQUESTED CHANGE INCREASE (DECREASE)
43	8643-33704	Sales Tax Refunds	\$89,918.45
43	8643-34103	Town of Smithfield	(\$16,994.62)
43	8643-36169	Water Tap Sales	\$134,020.19
43	8643-33099	Developer Reimbursements	\$14,742.00
43	8643-37900	Investment Income	\$5,626.39
		TOTAL NET REVENUE	\$227,312.41

FUND	BUDGET CODE	LINE ITEM CLASSIFICATION EXPENDITURE	REQUESTED CHANGE INCREASE (DECREASE)
65	7205-4500	Contracted Services	\$48,000.00
FUND	BUDGET CODE	LINE ITEM CLASSIFICATION REVENUE	REQUESTED CHANGE INCREASE (DECREASE)
65	7205-36196	Plan Review Fees	\$48,000.00

FUND	BUDGET CODE	LINE ITEM CLASSIFICATION EXPENDITURE	REQUESTED CHANGE INCREASE (DECREASE)
20	8599-0406	Technical Services	\$40,000.00
20	8599-1800	Construction of Project	\$10,000.00
		TOTAL NET EXPENDITURES	\$50,000.00
FUND	BUDGET CODE	LINE ITEM CLASSIFICATION REVENUE	REQUESTED CHANGE INCREASE (DECREASE)
20	8599-37925	Transfer from Other Funds	\$50,000.00
		TOTAL NET REVENUE	\$50,000.00

Register of Deeds

FUND	BUDGET CODE	LINE ITEM CLASSIFICATION EXPENDITURE	REQUESTED CHANGE INCREASE (DECREASE)
10	4800.9083	Conveyance Excise Tax	\$130,000.00
FUND	BUDGET CODE	LINE ITEM CLASSIFICATION REVENUE	REQUESTED CHANGE INCREASE (DECREASE)
10	4800.35113	Register of Deeds	\$130,000.00

FUND	BUDGET CODE	LINE ITEM CLASSIFICATION EXPENDITURE	REQUESTED CHANGE INCREASE (DECREASE)
10	4800.0300	Salaries - Part-time	\$3,000.00
10	4800.4500	Contract Services	\$17,300.00
		TOTAL NET EXPENDITURES	\$20,300.00
FUND	BUDGET CODE	LINE ITEM CLASSIFICATION REVENUE	REQUESTED CHANGE INCREASE (DECREASE)
10	4800.33990	Fund Balance Appropriated (Auto Enhancement)	\$20,300.00
		TOTAL NET REVENUE	\$20,300.00

Sheriff

FUND	BUDGET CODE	LINE ITEM CLASSIFICATION EXPENDITURE	REQUESTED CHANGE INCREASE (DECREASE)
10	5100.1700	Vehicles	\$8,585.16
10	5100.7414	Capital Outlay - Sheriff's Special	\$16,411.44
		TOTAL NET EXPENDITURES	\$24,996.60

## June 6, 2005 (Continued)

FUND	BUDGET CODE	LINE ITEM CLASSIFICATION REVENUE	REQUESTED CHANGE INCREASE (DECREASE)
10	5100.32106	Controlled Substance Tax	\$16,411.44
10	5100.32509	Insurance Recovery	\$8,585.16
		TOTAL NET REVENUE	\$24,996.60

**Social Services**

FUND	BUDGET CODE	LINE ITEM CLASSIFICATION EXPENDITURE	REQUESTED CHANGE INCREASE (DECREASE)
10	6100.3336	Special Children Adoption Fund	\$9,000.00

  

FUND	BUDGET CODE	LINE ITEM CLASSIFICATION REVENUE	REQUESTED CHANGE INCREASE (DECREASE)
10	6100.34166	Special Children Adoption Fund	\$9,000.00

**Tax**

FUND	BUDGET CODE	LINE ITEM CLASSIFICATION EXPENDITURE	REQUESTED CHANGE INCREASE (DECREASE)
50	6600.6017	Claytex Fire District	\$215,000.00
50	6600.6035	Wilson's Mills Fire District	\$8,000.00
		TOTAL NET EXPENDITURES	\$223,000.00

  

FUND	BUDGET CODE	LINE ITEM CLASSIFICATION REVENUE	REQUESTED CHANGE INCREASE (DECREASE)
50	6600.31208	Claytex Fire District	\$215,000.00
50	6600.31226	Wilson's Mills Fire District	\$8,000.00
		TOTAL NET REVENUE	\$223,000.00

FUND	BUDGET CODE	LINE ITEM CLASSIFICATION EXPENDITURE	REQUESTED CHANGE INCREASE (DECREASE)
50	6650.6024	Mcemore Fire District	\$3,000.00
50	6650.6035	Wilson's Mills Fire District	\$4,000.00
50	6650.6040	Town of Kenly	\$17,000.00
		TOTAL NET EXPENDITURES	\$24,000.00

  

FUND	BUDGET CODE	LINE ITEM CLASSIFICATION REVENUE	REQUESTED CHANGE INCREASE (DECREASE)
50	6650.31215	Mcemore Fire District	\$3,000.00
50	6650.31226	Wilson's Mills Fire District	\$4,000.00
50	6650.31333	Town of Kenly	\$17,000.00
		TOTAL NET REVENUE	\$24,000.00

**21. Appointments**

Upon a motion by Commissioner W. Ray Woodall, seconded by Commissioner Wade M. Stewart and carried by unanimous vote, the Board made the following appointments:

Eastern Regional Housing Board - Waived the length of service policy and reappointed Rudolph F. Allen for a five year term to expire June 30, 2010.

Johnston County Jury Commission - Reappointed Lena B. Langdon for a two year term to expire June 30, 2007.

## June 6, 2005 (Continued)

Johnston County Area Mental Health Board - Reappointed Donna A. Merkwan, to represent the interests of children, and appointed Teresa McDonald, to serve in the clinical professional position representing the field of mental health, for four year terms to expire June 30, 2009.

Johnston County Tourism Authority - Appointed Becky Daniels Brannon to fill an unexpired term to end October 31, 2007.

Johnston County Livestock Arena Management Board - Reappointed James T. Johnson for a two year term to expire February 28, 2007.

Bentonville Fire Protection District Commission - Reappointed Anthony Westbrook, and waived the length of service policy and reappointed James L. Bass and William Johnson for two year terms to expire June 30, 2007.

Shoehel Fire Protection District Commission - Reappointed Larry C. Hodge and Steven Barry Stanley for two year terms to expire June 30, 2007.

Selma Fire Protection District Commission - Reappointed Ernest S. Ward for a two year term to expire April 30, 2007.

Following discussion, Commissioner W. Ray Woodall moved the Board appoint Edward S. Anderson to the Johnston County Social Services Board for a three year term to expire June 30, 2008. Commissioner Wade M. Stewart seconded the motion, which carried by unanimous vote.

Upon a motion by Commissioner Wade M. Stewart, seconded by Commissioner W. Ray Woodall and carried by unanimous vote, the Board reappointed Donald B. Edwards to the Nahunta Fire Protection District Commission for a two year term to expire June 30, 2007.

### 22. Tax Department Employees Recognized

Tax Administrator Pat Goddard recognized Renee Oates, Jan Sanchez, Jeannie Evans, and Johnny Parrish for their recent certification as Assistant Tax Collectors.

### 23. Tax Releases and Refunds

Upon a motion by Commissioner W. Ray Woodall, seconded by Commissioner Jeffrey P. Carver and carried by unanimous vote, the Board approved the following tax releases and refunds from 4/16/05 to 5/15/05.

#### Release/Refund Report 04/16/2005 thru 05/15/2005

Year	Bill #	Aect #	Name	Tran Type	Paid
2004	0501-287589	0410-320217	POTTER, WILLIAM ROY	Overpayment	(\$178.88)
2004	0412-274044	0409-312011	SOX, JIMMY VANN	Overpayment	(\$154.95)
2004	0409-243713	0406-276244	NOCK, SEAN JERMAINE	Overpayment	(\$194.62)
2004	0503-298446	0412-346103	ROBIN HOOD THERMO KING	Release	(\$157.40)
2004	0412-277748	0409-312022	COOK, JOHN BRYAN D.	Overpayment	(\$272.56)
2004	0412-275365	0409-308792	COOK, JOHN BRYAN D.	Overpayment	(\$288.63)
2004	0503-305913	0412-334990	STUMP, JUANITA MARIE	Overpayment	(\$248.80)
2004	0501-277811	0409-311474	TWISDALE, TUCKER UZZLE	Release	(\$131.92)
1998	9807-471971	9804-668838	MYERS, MELVIN EUGENE	Overpayment	(\$131.79)
2004	0411-266431	0408-299949	COBB, JAMES LINWOOD	Release	(\$143.33)
2004	0503-305860	0412-346244	SELMA FLOWER SHOP	Release	(\$126.39)
2003	0402-157902	0311-170376	CAPPS, TRACY ANN	Release	(\$178.79)
2004	0411-263990	0408-293907	JONES, JAMES E	Overpayment	(\$101.76)
2003	0404-177344	0401-192151	MCPHATTER, MICHAEL K.	Release	(\$169.21)
2003	0406-207696	0403-238173	DIXON, ERNEST LEE	Overpayment	(\$160.89)
2004	0501-285287	0410-323187	TYNDALL, ROBIN CRAIG	Tag Surrender	(\$107.33)
2004	0504-311966	0501-353123	CALLAHAN, GILLIAM G.	Release	(\$124.35)
2004	0504-312196	0501-361861	CUPIT, RONALD WAYNE	Release	(\$170.43)
2004	0504-319521	0501-358054	NORRIS, JERRY WALLACE	Release	(\$104.07)
2004	0409-242984	0406-269582	TATARANOWICZ, TRACY A.	Overpayment	(\$158.05)
2004	0412-277526	0409-309316	EASON, TRACEY GENE	Overpayment	(\$233.88)
2004	0412-277526	0409-309316	EASON, TRACEY GENE	Void Refund	\$233.88
2004	0412-277526	0409-309316	EASON, TRACEY GENE	Overpayment	(\$333.88)
2004	0504-309691	0501-355745	HEAT MASTER	Release	(\$211.95)
2004	0504-319679	0501-358278	REEDER, III, JOHN H.	Release	(\$147.62)
2004	0504-315261	0501-361194	LEE, JR, CHARLES EARL	Release	(\$172.31)
2004	0503-299777	0412-342997	GOODWIN, WENDELL B.	Release	(\$107.61)
2004	0410-253882	0407-288326	KORNEGAY, CHRISTOPHER	Release	(\$281.75)
2004	0504-321593	0501-354590	SAULS, SANDRA WINDHAM	Release	(\$114.57)
2004	0504-323679	0501-354773	DREAM BUILDER HOMES	Release	(\$354.91)
2004	0503-308682	0412-339397	BB&T LEASING CORP	Overpayment	(\$236.88)

## June 6, 2005 (Continued)

2003	0405-197975	0402-222396	SULLIVAN, LISA VIVERETTE	Overpayment	(\$157.11)
2004	0407-214566	0404-246008	WEBB, TROY LEE	Overpayment	(\$105.13)
2004	0407-216263	0404-249780	WOLFE, STEPHEN ERIC	Overpayment	(\$251.87)
2003	0406-207268	0403-237532	WATSON, GERALD D	Overpayment	(\$101.96)
2004	0503-300668	0412-339014	PATTERSON, BYRONE H.	Release	(\$1,071.68)
2004	0503-307040	0412-344865	PATTERSON, BYRONE H.	Release	(\$546.78)
2004	0504-319713	0501-360357	RICKS ELECTRIC OF SELMA	Release	(\$329.28)
2003	0403-164387	0312-177912	FANN, MICHAEL LEE	Overpayment	(\$305.10)
2004	0504-311812	0501-355081	BLANDFORD, TODD C.	Release	(\$168.21)
2004	0408-232026	0405-261863	RICHARDSON, THOMAS R.	Overpayment	(\$120.77)
2004	0504-311811	0501-353243	BLANDFORD, MAUREEN L.	Release	(\$207.15)
2004	0503-299778	0412-346700	GOODWIN, WENDELL B.	Release	(\$108.76)
2004	0501-287058	0410-321284	GASKINS, JAMES ALLEN	Release	(\$164.24)
2004	0504-312614	0501-357378	GUERREO, JR, RUBEN	Release	(\$168.70)
2004	0409-241471	0406-268688	ICO, SONY EDGARDO	Overpayment	(\$179.00)
2004	0411-264569	0408-295208	WOODARD, JERRY THOMAS	Overpayment	(\$151.71)
2004	0502-288005	0411-332224	CHAMBERS, CLIFFORD	Overpayment	(\$120.21)
2004	0504-314819	0501-359348	CREECH, JEAN U.	Release	(\$140.03)
2004	0502-292003	0411-329523	LAFFLER, SCOTT ALAN	Release	(\$295.93)
1997	9708-377671	9705-571369	LEGGETT, BENNETT W.	Release	(\$304.59)
2004	0412-269154	0409-312976	CANNADY, JACQUELINE H.	Overpayment	(\$176.19)
2004	0409-243635	0406-274081	HONDA LEASE TRUST	Tag Surrender	(\$142.36)
2004	0501-281067	0410-320432	SATTERFIELD, TONYA	Overpayment	(\$114.22)
2004	0412-274273	0409-312799	CARRILLO CONSTRUCTION	Overpayment	(\$111.48)
2004	0504-320095	0501-357827	AG LEE OIL CO, INC	Release	(\$1,516.32)
2004	0504-321386	0501-357578	PARRISH, JAMES THOMAS	Release	(\$388.66)
2004	0504-322788	0501-361875	VT INC AS TSTEE WOLT	Release	(\$220.41)
2004	0504-318996	0501-358069	DANIELS, JASON BIRT	Overpayment	(\$133.21)
2004	0410-218185	0407-286058	PORTER, BRENDA ROLLINS	Overpayment	(\$274.01)
2004	0501-283668	0410-321020	GARRISON, PETER BERON	Overpayment	(\$108.21)
2004	0412-274688	0409-308949	MCCURDY, THOMAS W.	Overpayment	(\$127.24)
2003	0406-209505	0403-235378	WRENCH, LORI SUE	Overpayment	(\$137.35)
2003	0404-176375	0401-196863	GADDY, DONALD LYNN	Overpayment	(\$119.67)
2004	0504-316013	0501-358982	MOODY, RALPH DOUGLAS	Release	(\$295.07)
2004	0504-312912	0501-362389	JAILALL, KHEMRAJIE	Release	(\$275.64)
2004	0504-321153	0501-361897	MAPLES, JR, JOSEPH ELLIS	Release	(\$204.29)

## Real/Personal Property Releases

4/19/05	10:51:34	105 SHEILA	2004-016940	2000081942	COLUMBUS REAL ESTATE CO	145.96
4/19/05	10:57:38	105 SHEILA	2004-007724	2000099892	BEHE, JEDIDIAH H	152.26
4/20/05	9:51:19	124 JAMES	2005-200630	2000092774	DAOUDIE, RENA HUSSEIN	240.23
4/22/05	11:54:02	105 SHEILA	2005-200387	8646260	BATTEN, WILLIE	369.41
4/22/05	11:55:03	105 SHEILA	2005-200388	8646260	BATTEN, WILLIE	369.41
4/22/05	12:00:17	105 SHEILA	2005-200624	44076900	JOHNSON, ALMA W MRS	431.34
4/22/05	12:01:21	105 SHEILA	2005-200625	44076900	JOHNSON, ALMA W MRS	1,121.96
4/22/05	12:02:11	105 SHEILA	2005-200626	44076900	JOHNSON, ALMA W MRS	1,121.96
4/22/05	12:04:38	105 SHEILA	2005-200612	2000056098	DADDY MAC FARMS, LLC	529.92
4/22/05	12:06:34	105 SHEILA	2005-200613	2000056098	DADDY MAC FARMS, LLC	2,209.86
4/28/05	14:53:16	124 JAMES	2004-027994	2000100689	GILMORE, JESSICA Y	145.49
4/28/05	16:08:02	121 CATHY	2003-203293	2000092921	YOUNG, JESSICA MARIE	153.79
5/2/05	12:51:26	105 SHEILA	2003-036784	43602760	JENKINS, WILLIE	202.12
5/2/05	12:52:53	105 SHEILA	2004-037617	43602760	JENKINS, WILLIE	202.12
5/3/05	9:26:04	124 JAMES	2004-082468	2000033077	WINDSOR CONSTR CO INC	913.85
5/4/05	15:11:40	105 SHEILA	2005-200519	47960620	JONES, HATTIE MAE MRS	172.75
5/4/05	15:12:40	105 SHEILA	2005-200520	47960620	JONES, HATTIE MAE MRS	824.17
5/4/05	15:13:51	105 SHEILA	2005-200521	2000102756	WESTBROOK, MARIAN J	838.28
5/4/05	15:20:06	124 JAMES	2004-202856	2000086578	PEREZ, BONIFACIO	366.83
5/4/05	16:52:16	124 JAMES	2004-202858	2000086578	PEREZ, BONIFACIO	243.88
5/4/05	16:53:05	124 JAMES	2004-202857	2000086578	PEREZ, BONIFACIO	289.42
5/4/05	16:55:35	124 JAMES	2003-202107	2000053211	BRANCH BANK & TR LSG	488.84
5/6/05	14:15:24	121 CATHY	2005-200299	97011461	WILSON, J E JR	4,118.11
5/6/05	14:16:07	121 CATHY	2005-200300	97011461	WILSON, J E JR	7,154.27
5/6/05	14:16:50	121 CATHY	2005-200301	97011461	WILSON, J E JR	7,154.27
5/6/05	14:17:30	121 CATHY	2005-200306	97025050	WILSON, JAMES E.JR	1,039.28
5/6/05	14:18:28	121 CATHY	2005-200307	97025050	WILSON, JAMES E.JR	1,039.28
5/13/05	8:32:14	124 JAMES	2004-014601	2000063912	CARTER, TERESA A	763
5/13/05	8:35:11	124 JAMES	2004-030217	2000073578	HAGA, J L CONTRACTING INC	841.7
5/13/05	13:06:04	124 JAMES	2004-400131	2000094128	CONSECO FINANCE	552.53
5/13/05	16:25:54	124 JAMES	2002-039506	2000039485	KING, HELEN L	342.12
5/13/05	16:26:21	124 JAMES	2003-083772	2000039485	KING, HELEN L	286.23
5/13/05	16:27:02	124 JAMES	2004-042326	2000039485	KING, HELEN L	314.85

## Real/Personal Property Refunds

4/20/05	15:05:32	121 CATHY	2004-024533	2000100335	ERROL J WARREN SR TRUST	1,449.59
4/27/05	10:18:05	313 MISSI	2004-034101	2000083943	HOLCOMB, JAMES RONALD	107.21
4/28/05	16:08:46	121 CATHY	2003-203293	2000092921	YOUNG, JESSICA MARIE	167.24
4/29/05	16:40:10	187 RENEE	2004-068959	2000054868	SMITH, PATRICK J	1,481.38
5/4/05	8:26:28	121 CATHY	2004-030008	2000068830	GURGANUS, JAMES TODD &	1,129.77

## June 6, 2005 (Continued)

5/5/05	8:53:25	187 RENE	2004-065288	2000058307 ROSS, DAVID GERALD &	207.39
5/5/05	15:04:59	121 CATHY	2004-028233	2000059250 GODWIN, ALVIN J &	172.78
5/6/05	14:19:44	121 CATHY	2005-200299	97011461 WILSON, J E JR	4,972.61
5/6/05	14:20:12	121 CATHY	2005-200300	97011461 WILSON, J E JR	7,994.90
5/6/05	14:22:00	121 CATHY	2005-200301	97011461 WILSON, J E JR	7,351.01
5/6/05	14:24:28	121 CATHY	2005-200306	97025050 WILSON, JAMES E.JR	1,161.40
5/6/05	14:24:51	121 CATHY	2005-200307	97025050 WILSON, JAMES E.JR	1,067.86
5/11/05	10:53:15	187 RENE	2004-036499	2000086860 IGELMAN, HAROLD W JR	132.48
5/11/05	11:08:49	187 RENE	2004-082463	2000099149 WINDLEY, JEFFREY	105.08

### 24. Delinquent Tax Collection Report

Tax Administrator Pat Goddard reported on the collection of delinquent taxes for the month of May, 2005. She noted that in addition to garnishments, bank attachments and levies, fifteen foreclosure complaints were filed, and over 1600 demand letters sent, resulting in a collection of \$43,977.29. As of May 31, 2005, the Tax Department has collected 98.77% of the real and personal levy for 2004, and 82.21 % of the motor vehicle levy. Through the NC State Debt Setoff Program, 394 accounts have been paid for a total of \$43,971.77. She further noted Channel Master's 2004 taxes have been collected from the bankruptcy attorney, and the Board of Equalization and Review has completed the 2005 real estate appeals.

Commissioner Wade M. Stewart requested the Board receive a copy of the minutes from the recent Board of Equalization and Review meetings, and continue to receive copies from future meetings. He pointed out minutes from Board of Adjustment meetings would also be helpful to the Board, and instructed the County Manager to pursue the request.

The Board briefly discussed the method North Carolina uses for property valuation and way that other states, such as California, perform property valuations. Ms. Goddard stated that North Carolina is a "market-value" state, versus California is a "welcome-stranger" state. With "welcome-stranger", property values are not only evaluated at established times, as with re-evaluation in Johnston County, but also at the time a property sells. She noted a change in the way North Carolina performs property valuation would require action by the State legislature.

### 25. Board Reports and Comments

#### A) Update from Commissioner Braswell - Transportation in Johnston County

Commissioner Braswell informed the Board he attended the Highway 70 Summit in Kinston, which reviewed the potential impacts of the future Highway 70 Bypass. He learned that bridge projects on Highway 39 and Highway 96 would be pushed back until a later date.

Chairman Pope requested Commissioner Braswell inquire into average daily traffic counts for subdivisions in the County, and the relation to pavement thickness required by DOT. Ms. Pope stated she has received some complaints regarding this matter, and would like Mr. Braswell to gather more detailed information and report back to the Board.

There being no further business, Commissioner Jeffrey P. Carver moved the Board adjourn. Commissioner Allen L. Mims, Jr. seconded the motion, which carried by unanimous vote.

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*Cookie Pope, Chairman*

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*April N. Byrd, Clerk to the Board*