

February 20, 2012 7:00 P.M.

JONES COUNTY BOARD OF COMMISSIONERS

REGULAR MEETING

JONES COUNTY OFFICE COMPLEX – COMMISSIONERS’ ROOM

MINUTES

COMMISSIONERS PRESENT:

Zack Koonce, Chairman
Frank Emory, Vice-Chairman
Mike Haddock, Commissioner
Sondra Ipock-Riggs, Commissioner
Joseph Wiggins, Commissioner

OFFICIALS PRESENT:

Franky J. Howard, County Manager
Jennifer King, Clerk to the Board
Melissa Moore-Freeman, Finance Officer

The Chairman called the meeting to order and gave the invocation. A **MOTION** was made by Mike Haddock, seconded by Frank Emory, and unanimously carried **THAT** the agenda be approved as presented.

MOTION made by Mike Haddock, seconded by Sondra Ipock-Riggs, and unanimously carried **THAT** the minutes of February 6, 2012, be approved.

1. LENOIR COMMUNITY COLLEGE REVIEW

Brantley Briley, President of Lenoir Community College, appeared before the Board to express appreciation for their continued support of the college. Mr. Briley also presented information concerning the number of students served as well as grants obtained over the last several years. Phase three of the new Lenoir Community College, Jones County Unit, is expected to be complete by December of this year. This addition will add 6,500 square feet to the Jones County center.

PUBLIC COMMENT PERIOD:

George Johnson expressed his concerns over the possible fire tax for Jones County. Mr. Johnson is a member of a local fire department and stated that if you want a service you have to pay for it. Mr. Johnson is not sure how he feels about the fire tax and would like to have additional information concerning the fire tax in order to make his own decision as to whether or not he supports this tax.

2. BOARD APPOINTMENTS – JUVENILE CRIME PREVENTION COUNCIL

MOTION made by Sondra Ipock-Riggs, seconded by Frank Emory, and unanimously carried **THAT** Amy Bryant replace Debra Kenyear and Tommy Brimage replace Wayne Wagner on the Juvenile Crime Prevention Council. These appointees will serve for the remainder of the terms of their replacements.

3. JANUARY TAX COLLECTIONS REPORT

The January Tax Collections Report was presented showing a total collection of \$4,606,560.36 (87.08%).

4. DEBT SETOFF REFUNDS

MOTION made by Joseph Wiggins, seconded by Sondra Ipock-Riggs and unanimously carried **THAT** debt setoff refunds be approved as presented. A copy of the refunds is marked Exhibit A and is hereby incorporated by reference and made a part of these minutes.

5. BUDGET AMENDMENT NUMBER 15

MOTION made by Mike Haddock, seconded by Frank Emory, and unanimously carried **THAT** Budget Amendment Number 15 be approved, a copy of which is marked Exhibit B and is hereby incorporated by reference and made a part of these minutes.

6. LOCAL SALES TAX OPTION

MOTION made by Sondra Ipock-Riggs, seconded by Frank Emory, and unanimously carried **THAT** the option to increase sales tax by one-quarter of a penny, with proceeds to be used for public safety, be placed on the May ballot in order to allow citizens to approve or disapprove this increase.

7. WATER REVOLVING LOAN

MOTION made by Sondra Ipock-Riggs, seconded by Joseph Wiggins, and unanimously carried **THAT** this item be **TABLED** due to the need for additional information.

8. PRAYER

Some discussion was held concerning the complaint issued to the American Civil Liberties Union discussed at the previous meeting. Forsythe County has recently lost suit against a complaint regarding prayer. The Board discussed non-sectarian prayer.

MOTION made by Sondra Ipock-Riggs, seconded by Joseph Wiggins, and unanimously carried **THAT** this item be **TABLED** for discussion at a later date.

COUNTY MANAGER'S REPORT

Franky Howard, County Manager, discussed the Town of Maysville Water Agreement with the Board. The North Carolina Department of Energy and Natural Resources required the County to add a payment policy to the agreement.

MOTION made by Frank Emory, seconded by Mike Haddock, and unanimously carried **THAT** the Interlocal Agreement for Secondary Water Supply to Maysville Lakes on the White Oak Project be approved as presented, with the addition of a payment policy to the agreement. Sondra Ipock-Riggs **OPPOSED**. A copy of the agreement is marked Exhibit C and is hereby incorporated by reference and made a part of these minutes.

Mr. Howard presented a list of repairs requested by a judge at the courthouse. This list included miscellaneous items that totaled over \$4,000. **MOTION** made by Frank Emory, seconded by Sondra Ipock-Riggs and unanimously carried **THAT** this item be **TABLED** for further discussion.

Mr. Howard discussed the radio system upgrades needed to comply with the narrowbanding deadline. Mr. Howard suggested using 911 funds to assist the departments that haven't completed their upgrades in meeting their deadline for the 2013 narrowbanding regulations. **MOTION** made by Frank Emory, seconded by Sondra Ipock-Riggs and unanimously carried **THAT** 911 funds be utilized, not to exceed \$45,000, to provide matching funds for volunteer EMS and Fire Departments within Jones County to assist them in meeting the narrowbanding deadline in 2013.

COMMISSIONER'S REPORTS

Sondra Ipock-Riggs-

Mrs. Ipock-Riggs discussed some phone calls she received concerning the recent story on the news concerning a possible fire tax in Jones County. Mrs. Ipock-Riggs stated there was a lot of confusion regarding this tax.

MOTION made by Frank Emory, seconded by Mike Haddock, and unanimously carried **THAT** the meeting be adjourned at 8:05 p.m.

Joseph F. Wiggins
Chairman

Jennifer King
Clerk to the Board

EXHIBIT A

DEBT SETOFF REFUND REPORT FOR SETOFF DATED 02/07/2012

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<u>Name / Address</u>	<u>Amount</u>	<u>Account #</u>
Charles Bloomberg 585 Oak Grove Rd Pollocksville, NC 28573	\$66.18	#31238
James Boone 138 Watering Pond Rd. Pink Hill, NC 28572	\$71.82	#17229
Issac Fonville PO Box268 Pollocksville, NC 28573	\$50.39	#9094
Nancy Mantie 1814 Hwy 258 Pink Hill, NC 28572	\$251.00	#13626
Kimberly Mercer 314 Greentown Rd. Trenton, NC 28585	\$52.27	#26384
Kenneth Moore 380 Middle Rd. Trenton, NC 28585	\$200.87	#9999
Michael Myrick 201 Demetrius Ct. Hubert, NC 28539	\$174.82	#29091
James Wooten 139 Country View LN Kinston, NC 28504	\$75.55	#21402
Sarah Stalker 225 Palamino Ln Swansboro, NC 28584	72.46	#31335
Thomas Fryar PO Box 949 Maysville, NC 28555	\$96.79	#13031
Jillian Mewborn 2523 Middle Rd Trenton, NC 28585	\$125.10	#32283

DEBT SETOFF REFUND REPORT
FOR SETOFF DATED 02/07/2012

Eric Lamont 4012 Wyse Fork Rd. Dover, NC 28526	\$55.30	#10391
Rose Dillahunt PO Box 961 Maysville, NC 28555	\$203.12	#19776
Elizabeth Scott PO Box 957 Maysville, NC 28555	\$61.12	#13547
Dennis Croom 137 Stanford Ave. Kinston, NC 28501	\$56.92	#22480
Heather Gray 2919 Cobb Rd. Kinston, NC 28504	\$76.71	#31110
Stephanie Moore 184 Moore's Ln Trenton, NC 28585	\$58.50	#16111
Carrie Brown 578 Green Rd. Trenton, NC 28585	\$68.11	#21048
Patricia Jones 5173 Hwy 58N Kinston, NC 28501	\$67.38	#18310
Jason Humphrey 3453 Burney Town Rd Kinston, NC 2501	\$60.35	#17041
Famous Roberts PO Box 94 Maysville, NC 28555	\$64.98	#16047
Daniel Ray Morris 5954 Hwy 58N Kinston, NC 28501	\$52.64	#27509
	\$2,062.38	

EXHIBIT B

2

Budget Amendment

Date: 2/20/2012
Fund: CDBG - SCATTERED SITE
Fiscal Year: 2011 - 2012 Amendment #15

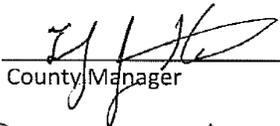
Increase Revenues

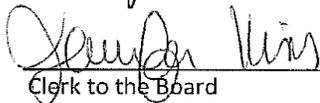
Technical Control Expansion	CDBG - ED	28-0214-4493-04	456,000.00
Technical Control Expansion	CDBG - NC IDF	28-0214-4493-05	380,000.00
Technical Control Expansion	Local Match	28-0214-4587-00	380,000.00
Technical Control Expansion	Rural Center EIP Grant	28-0214-4903-00	19,000.00
TOTAL			1,235,000.00

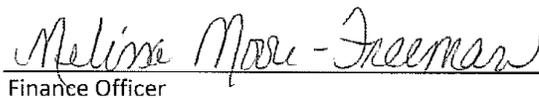
Increase Expenditures

Technical Control Expansion	Sanitary Sewer Improvements	28-8161-5900-00	947,250.00
Technical Control Expansion	Water Improvements	28-8161-5912-06	50,250.00
Technical Control Expansion	Road Improvements	28-8161-5912-07	207,500.00
Technical Control Expansion	Administration	28-8161-5912-16	25,000.00
Technical Control Expansion	Planning	28-8161-5912-21	5,000.00
Total			1,235,000.00


Chairman

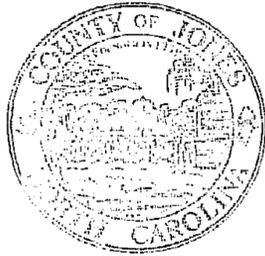

County Manager

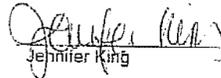

Clerk to the Board


Finance Officer

- Section VIII. The budget officer is directed to include an analysis of past and future costs and revenues on this grant project as a part of every budget submission made to this Board.
- Section IX. Copies of this Grant Project Budget Ordinance shall be made available to the budget officer for direction in carrying out this project.

Adopted this 6th day of February, 2012 at Jones County, NC




Jennifer King

Clerk to the Board

Title

COUNTY OF JONES
 GRANT PROJECT BUDGET ORDINANCE
 TECHNICAL CONTROL CONSULTANTS PROJECT

BE IT ORDAINED by the Board of Commissioners of the County of Jones, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby adopted:

Section I. The project authorized is the Technical Control Consultants Project which includes the following economic development grant projects/programs:

Community Development Block Grant Program-Economic Development Category (CDBG-ED)

N.C. Department of Commerce – Industrial Development Fund (IDF)

N.C. Rural Economic Development Center – Economic Infrastructure Program Fund (EIP)

Section II. The officers of the County of Jones are hereby directed to proceed with the Grant Project within the terms of the grant documents, the rules and regulations of the NC Department of Commerce and the NC Rural Center.

Section III. The following revenues are anticipated to be available to complete the project:

2011 CDBG-ED Grant	\$456,000
2011 NC IDF Grant	380,000
2011 Rural Center EIP Grant	380,000
Local County Contribution	<u>19,000</u>
TOTAL REVENUES:	\$1,235,000

Section IV. The following amounts are appropriated for the project:

1. Water Improvements	\$50,250
2. Sewer Improvements	947,250
3. Road Improvements	207,500
4. Planning	5,000
5. Administration	<u>25,000</u>
TOTAL EXPENDITURES:	\$1,235,000

Section V. The finance officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement and Federal and State Regulations.

Section VI. Funds may be advanced from the general funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner. Reimbursement to the general funds should be made in a timely manner.

Section VII. The finance officer is directed to report monthly on the financial status of each project element in Section IV and on the total grant revenues received or claimed.

EXHIBIT C

NORTH CAROLINA
JONES COUNTY

INTERLOCAL AGREEMENT FOR SECONDARY WATER SUPPLY TO MAYSVILLE LAKES ON THE WHITE OAK PROJECT

THIS AGREEMENT ("Agreement"), made and entered into the 16th day of February, 2012, by and between JONES COUNTY, a body politic and corporate of the State of North Carolina ("County"); and the TOWN OF MAYSVILLE, a North Carolina municipal corporation ("Town"), is for a secondary water source between the County and the Town, to service the Lakes on the White Oak Project, as described hereinafter.

WITNESSETH

THAT WHEREAS, the public water distribution systems owned and operated by the County and the Town are both located in proximity to each other and connected at Highway 17 (Main Street) and B Street in Maysville NC, hereinafter referred to as the Site; and

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

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

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

Definitions. As used in this Agreement, the terms below shall be defined as follows:

- A. "seller" means the provider of water that comes from the treatment facilities of the provider;
- B. "buyer" means the recipient of water from the seller through a direct interconnection with the seller who then retains the water for its own use;
- C. "intermediary" means the recipient of water from the seller through a direct interconnection with the seller who then passes the water through to a user.
- D. "end user" -- the recipient of water through an intermediary where the water is originally provided by the seller to the intermediary for conveyance to the end user.

The above terms, as sometimes supplemented by the term "party" as in "party seller" or "party as seller" describe the different capacities in which the parties to this agreement may act. However, these terms may also be used to describe the status of nonparties to this agreement where the context makes it clear that such is intended. The parties to this agreement may act in more than one capacity -- for example, a party may act as both a "buyer" and an "intermediary" if it receives water from the seller both for its own use and to pass through to a third party end user.

1. The Town entered into a development agreement with Carolina South Builders, Inc. for a project known as "The Lakes on the White Oak", in which the Town annexed 172.45 acres, more or less, for a projected 200 residential lots. The initial project consists of two phases requiring 36,000 gallons of sewer allocation capacity allocated by the Town.

2. Per 15A 18C.0402(g)(5) of the Rules Governing Public Water Systems by the North Carolina Department of Natural Resources, a residential community water system using well water as its source of supply and designed to serve 50 or more connections shall provide at least two wells. In lieu of having two wells, the Department allows communities with one well system to enter into a purchase agreement with another water provider to establish a second source of supply for the development.

3. The Town previously executed an Interlocal Agreement for Emergency Water Supply with the County on November 14, 2011 in the event an emergency secondary water source was needed by either party.

4. The parties previously agreed to the following:

a. That each jurisdiction shall jointly determine the interconnection changes that may be necessary between the County system and the Town system at the Site, so that parties may receive water from the other. The parties shall pay for the cost of design, permitting, and construction of any necessary changes to their respective systems.

b. The parties shall choose and retain their respective consulting engineering firm to design and permit all required pipelines and meter system at any portion of the Site owned by it for its improvements. Prior to construction, the parties shall both review and approve, if acceptable, the construction drawings. The parties shall also be responsible for their own respective administrative and legal costs of contract review and approval, and for easement acquisition, if any is needed.

c. The County shall own and be responsible for the operation and maintenance of all distribution system facilities located on the County's side of the interconnection point. The Town shall own and be responsible for the operation and maintenance of all distribution system facilities located on Town side of the interconnection point. The meters shall be owned and maintained by the respective parties.

d. The interconnected water systems of the County and the Town will be separated by closed double-check water valves. The water provided by the providing party shall meet state standards for potable water. Each party recognizes that due to the length and size of the water transmission main that interconnects the County's and the Town's water distribution systems and the infrequent usage of water transmitted through this pipeline, that the initial water quality transmitted when water usage is first activated will be poor and will require flushing from the system by the buyer in order to fully meet the potable water requirements.

5. Per 15A 18C.0409(b) of the Rules Governing Public Water Systems by the North Carolina Department of Natural Resources, a public water system which does not have a local water supply plan shall meet the daily flow requirements of 400 gallons per residential connection.

6. The County and the Town now agree, in order to allow for the continuing development of the Town of Maysville, to enter into a purchase agreement for a secondary water source to meet the daily flow requirements of 15A 18C.0409(b) of the Rules Governing Public Water Systems for residential connections, with such purchase contingent upon the need for the water should the first water source prove to be inadequate to supply the Lakes on the White Oak Project. Such secondary water source provided by the County shall be available at any time at the request of the Town.

7. The County shall charge the Town the same water rate, which shall be the providing party's water rates charged to residential customers in effect at the time the water service is needed to be furnished.

8. The County shall bill the Town at the first of each month in the event a secondary water source is provided to the project, but shall not include a billing/service charge. Bills shall be paid within 30 calendar days of receipt of the billing statement. Disagreements regarding amounts being billed and regarding the functioning of the meters used to measure the amount of water furnished and received shall be resolved pursuant to Paragraph 13 below if the utility directors of the parties Town fail to resolve the dispute within 30 days after a request and demand for resolution is delivered.

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

10. The parties acknowledge and agree that both water systems will normally be using 99.99% Chlorine Gas as their residual disinfectant and each party agrees to notify the other in writing, in advance of any temporary or permanent switch to use other disinfection residuals or other significant water treatment process or system wide operation change.

11. The County reserves the right to deny the secondary water service to the Town for the Project for failure to comply with the conditions of this Agreement. Such circumstances include but are not limited to periods of water shortage, periods when insufficient water exists to meet the requests of the providing party's outside customers, or periods when depletion of water reserves could endanger the County's ability to provide for its customers' needs.

12. The County agrees not to charge the Town water capacity "reserve" or "allocation" charges or any charges other than the consumption charges and billing charges as described in sections 7 and 8 above and the operation.

13. Except as otherwise provided herein, this Agreement shall expire after 10 years. This Agreement may be extended or modified only by written consent of the parties.

14. In the event of a dispute involving this Agreement, including but not limited to billing disputes, equipment problems, water quality problems, a substantial breach of the terms of this Agreement, or failure to resolve other issues necessary for the continued effective function of the secondary water source of the County that is not cured by the breaching party, within 30 days after notice, the parties agree to mediate the dispute according to the Rules of Mediation for Superior Court in North Carolina and shall equally share the cost in mediation. Remedies available through the mediated settlement procedure are suspension or termination of water service, cancellation of the contract, and/or an award of monies owed. If the parties cannot successfully resolve their dispute through mediation after a good-faith attempt to do so, the parties shall have any remedy available to them at law. All matters relating to this contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this agreement shall be Jones County.

15. Termination for Any Reason. Either party may terminate this Agreement upon 30 days written notice to the other party upon a determination by the terminating party that it is not in the best interest of such party to continue this Agreement, provided, however, that if the County desires to terminate this Agreement, that the Town is given sufficient time to procure a replacement flow and/or water source to meet the demands of the Project. This Agreement shall not terminate until the Town has secured another secondary water source sufficient to replace the County's secondary water supply. This provision does not limit the remedies available through the mediated settlement procedure and termination of the contract may occur pursuant to the mediated settlement

procedure as soon as it is practicable, consistent with the terms of the mediated settlement.

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

17. Regulatory Compliance. In the event that the seller delivers water directly to a party as buyer, the party buyer shall be responsible for securing any necessary Federal or State approvals and for compliance with any applicable Federal or State regulations relating to the transfer of water. The party end user shall assume this obligation in the event that the seller delivers water to a third party intermediary for conveyance to a party end user.

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

19. Miscellaneous.

A. Entire Agreement; Modification. This Agreement supersedes all prior agreements and constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. It may not be amended or modified except by an instrument executed by all parties.

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

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

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

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

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

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

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

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

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

JONES COUNTY

Zach A. Korman
Chairman

ATTEST:

[Signature]
Clerk



-SEAL-

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

Date: 02/22/12

Melina Wade Free
Jones County Finance Officer

TOWN OF MAYSVILLE
James Harper
Mayor

ATTEST:

Dale Augustine McCullough
Clerk



-SEAL-

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

Date: 2-16-2012

Dale Augustine McCullough
Town of Maysville Finance Officer