

**WILSON COUNTY BOARD OF COMMISSIONERS
MONDAY, JULY 8, 2024 – 7:00 PM
COMMISSIONERS' MEETING ROOM
MILLER ROAD OFFICE BUILDING**

AGENDA

1. CALL TO ORDER
2. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE led by Commissioner S. Lucas
3. CONSIDERATION OF MINUTES
 - 3.A Consideration of the June 2024 Minutes
Approve as presented
[June 24 Final Combined Minutes.pdf](#)
4. RESOLUTIONS OF APPRECIATIONS
 - 4.A **Mr. Tim Bilderback, Human Resources Director**, to present the Proclamations for the Wilson County Government Retirees.
Approve as presented
5. APPOINTMENTS
 - 5.A Appointment of the Wilson County Tax Administrator, Mr. Crawford Bolton, is presented for the Board's consideration.
Approve appointment of the Tax Administrator for a two year term
[WILSON CO-RESOLUTION APPOINTING TAX ADM.docx](#)
6. PUBLIC HEARINGS
7. PERSONAL APPEARANCES
 - 7.A **Mr. Ronnie Ford, Water Services Director**, to present the Recommendations and Resolutions of Awards for the Southwest Water District Yank Road Booster Pump Station Placement and Buckhorn Pressure Zone Water System Extensions for the Board's consideration.
Approve as presented
[22-026 - Recommendation of Award Ltr - VUR-D-ARP-0038.pdf](#)
[22-026 - Resolution of Tentative Award - VUR-D-ARP-0038.pdf](#)
[22-027 - Recommendation of Award Ltr - VUR-D-ARP-0064.pdf](#)
[22-027 - Resolution of Tentative Award - VUR-D-ARP-0064 \(002\).pdf](#)
 - 7.B **Mr. Ron Hunt, County Manager**, to present a Resolution Authorizing Execution of Kroger Opioid Settlement and Approving the Second Supplemental Agreement for Additional Funds for the Board's consideration.
Approve as presented
[SKM_C45824062023160.pdf](#)
 - 7.C **Mr. Crawford Bolton, Tax Administrator**, to present a Tax Foreclosure Attorney agreement with Zacchaeus Legal Services for the Board's consideration
Approve agreement as presented.
[ZLS Agreement.pdf](#)
[ZLS Wilson County Fee Schedule FY 25 - FY 26.pdf](#)

- 7.D **Mr. Crawford Bolton, Tax Administrator**, to present a multi-year contract amendment with Devnet for the Board's consideration.
Approve the contract amendment as presented.
[Devnet Pre Audit.pdf](#)
- 7.E **Mr. Crawford Bolton, Tax Administrator**, to present the June 2024 refunds in excess of \$100 for the Board's consideration.
Approve June 2024 refunds in excess of \$100 per N.C.G.S 105-381
- 7.F **Mr. Crawford Bolton, Tax Administrator**, to present the May 2024 Tax Report for the Board's information.
No Action Required
[May 2024 Commissioners Report-1.pdf](#)
- 7.G **Mr. Angel Landrau, Financial Services Director**, to present grant funds for the Board's consideration.
Approve as presented
- 7.H **Mr. Angel Landrau, Financial Services Director**, to present the Monthly Financial Report for FY23|24 for the Board's information.
Receive Report
[May 2024 Financial Report.pdf](#)

8. OLD BUSINESS

9. OTHER MATTERS

- 9.A Surplus of 1 vehicle from Public Library
Approve as presented
- 9.B Voting Delegate Designation for NCACC Annual Conference & Legislative Goals Conference
Approve as presented

10. COMMITTEE REPORTS

- 10.A Appointment considerations for July 2024
Approve as presented

11. CHAIRMAN'S REPORT

- 11.A Reminder of the NCACC Annual Conference, which will be held in Forsyth County, August 8-10th, 2024.
No Action Required

12. MANAGER'S REPORT

13. CONCERNS OF THE PUBLIC CONDUCTED BY THE CODE OF CONDUCT

14. CLOSED SESSION ITEMS

- 14.A Closed Session - Economic Development

N.C.G.S. 143-318(a)(4)

To discuss matters relating to the location or expansion of businesses in the area served

by this body.

Approve entering Closed Session

14.B Closed Session - Attorney

A closed session pursuant to G.S. 143-318.11 (a)(3) – to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

Approve entering Closed Session

15. ADJOURNMENT

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: July 8, 2024

Item: Consideration of the June 2024 Minutes

Initiated By: Melissa Worley, Clerk to the Board

Action Proposed: Approve as presented

Attachments:

[June 24 Final Combined Minutes.pdf](#)



WILSON COUNTY GOVERNMENT BOARD OF COMMISSIONERS
JUNE 3, 2024 – 7:00PM
COMMISSIONERS' MEETING ROOM
MILLER ROAD OFFICE BUILDING

1) CALL TO ORDER

Attendee Name	Title	Status
Rob Boyette	Chair (District 5)	Present
Leslie Atkinson	Vice Chair (District 1)	Present
JoAnne Daniels	District 3	Present
Chris Hill	District 6	Absent
Roger Lucas	District 4	Present
Sherry Lucas	District 2	Present
Michael Wetherington	District 7	Present

2) MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE led by Commissioner R. Lucas

3) CONSIDERATION OF MINUTES

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Leslie Atkinson
SECONDER:	JoAnne Daniels
AYES:	Rob Boyette, Leslie Atkinson, JoAnne Daniels, Roger Lucas, Sherry Lucas, Michael Wetherington

4) RESOLUTIONS OF APPRECIATIONS

Ms. Tiffany Purdy, Grants Manager, presented the Governor's Award for Volunteer Service to Claudia Juarez Reyes.

5) PUBLIC HEARINGS

Conduct Public Hearing for a Unified Development Ordinance amendment for Accessory Dwelling Unit (Table 7-2 Table of Permitted Accessory Structures and Uses)

Chairman Boyette called the Public Hearing to order.

Mr. Brad Thompson, Development Services Director, presented the proposed Unified Development Ordinance Amendment and Resolution for Accessory Dwelling Unit (Table 7-2 Table of Permitted Accessory Structures and Uses). This request is by Wilson County Development Services due to the number of requests for accessory dwelling units and the proposed growth in Wilson County. The amendment was unanimously approved by the Wilson County Planning Board at their May 20, 2024, meeting.

Chairman Boyette called for Public Comment.

There being none, the Public Hearing was closed.

(See document on following page)

**AN ORDINANCE OF
WILSON COUNTY, NORTH CAROLINA
AMENDING THE TEXT OF THE WILSON COUNTY
UNIFIED DEVELOPMENT ORDINANCE**

(UDO-24-02 Wilson County)

WHEREAS, the Wilson County Planning Board has recommended that the Wilson County Unified Development Ordinance be amended by changing Table 7-2 Table of Permitted Accessory Structures and Uses as follows:

WHEREAS, a Public Hearing of the Wilson County Board of Commissioners concerning said amendment was scheduled, advertised, and conducted on June 3rd, 2024; and

WHEREAS, the Board of Commissioners is of the opinion that said amendments should be adopted.

NOW, THEREFORE, BE IT ORDAINED by the Wilson County Board of Commissioners that:

Section 1: The Wilson County Unified Development Ordinance is amended as outlined on attached "EXHIBIT A."

Section 2: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 3: If any section, subsection, paragraph, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable, and holdings shall not affect the validity of the remaining portions thereof.

Section 4: This Text Amendment shall become effective immediately upon its adoption.

This Ordinance adopted this 3RD day of June, 2024.

EXHIBIT A

Table 7-2 Table of Permitted Accessory Structures and Uses

P = PERMITTED USE	ZONING DISTRICT													S = SPECIAL USE
ACCESSORY USE TYPE	AR	R- 30	R- 30MH	R-20	R- 20MH	R-15	R15MH	R-10	OI	B-1	B-2	M-1	M-2	SPECIAL REQUIREMENTS
Accessory Dwelling Unit (old)	S	S		S										7.3.3(A)
Accessory Dwelling Unit (new)	P	P		P										7.3.3(A)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roger Lucas
SECONDER:	Michael Wetherington
AYES:	Rob Boyette, Leslie Atkinson, JoAnne Daniels, Roger Lucas, Sherry Lucas, Michael Wetherington

Conduct Public Hearing for a Unified Development Ordinance amendment for Billboard Regulation (11.7 Billboard Regulations)

Chairman Boyette called the Public Hearing to order.

Mr. Brad Thompson, Development Services Director, presented the proposed Unified Development Ordinance Amendment for Billboard Regulations (11.7). This request is by Wilson County Development Services due to several recent citizen complaints of billboards being erected near residential lots. This amendment was unanimously approved by the Wilson County Planning Board at their May 20, 2024, meeting.

Chairman Boyette called for Public Comment.

Mr. Mick Rankin asked how the changes would affect residents who signed contracts to place billboards on their personal property if the land is within 1,000 feet of a potential residential area. Mr. Thompson stated the revised ordinance doesn't allow such billboards but does not prohibit businesses from displaying on-premise signs and is meant to protect residents from having billboards in their backyards.

There being no further comments, the Public Hearing was closed.

(See documents on following page)

**AN ORDINANCE OF
WILSON COUNTY, NORTH CAROLINA
AMENDING THE TEXT OF THE WILSON COUNTY
UNIFIED DEVELOPMENT ORDINANCE**

(UDO-24-03 Wilson County)

WHEREAS, the Wilson County Planning Board has recommended that the Wilson County Unified Development Ordinance be amended by changing Section 11.7 Billboard Regulations as follows:

WHEREAS, a Public Hearing of the Wilson County Board of Commissioners concerning said amendment was scheduled, advertised, and conducted on June 3rd, 2024; and

WHEREAS, the Board of Commissioners is of the opinion that said amendments should be adopted.

NOW, THEREFORE, BE IT ORDAINED by the Wilson County Board of Commissioners that:

Section 1: The Wilson County Unified Development Ordinance is amended as outlined in attached "EXHIBIT A."

Section 2: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 3: If any section, subsection, paragraph, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable, and holdings shall not affect the validity of the remaining portions thereof.

Section 4: This Text Amendment shall become effective immediately upon its adoption.

This Ordinance adopted this 3RD day of June, 2024.

EXHIBIT A

(B) Permitted Locations

Billboards may be established, upon the property of the use which they advertise, along State maintained highways which are not under the control of the Outdoor Advertising Control Act (NCGS 136-126 et. seq. as amended) WILSON COUNTY, NORTH CAROLINA – UNIFIED DEVELOPMENT ORDINANCE 11-13 within the B-1 (Highway Business), ~~M-1 (Light Industrial)~~ and ~~M-2 (Heavy Industrial)~~ zoning districts.

11.7.2 Minimum Separation Standards

The following minimum separation standards shall apply to all billboards.

(A) No sign shall be located within a ~~one thousand (1,000)~~ **two thousand (2,000)** foot radius of any other outdoor advertising sign. **The distance shall be measured radially.**

(B) No sign shall be located within ~~two thousand (2,000)~~ **three thousand (3,000)** feet of an interchange or intersection at grade along the Interstate system or other freeways. (Measured from the nearest point of the intersection of the main traveled way and the entrance or exit traveled way). **The distance shall be measured radially.**

(C) No sign shall be located within ~~five hundred (500)~~ **one thousand (1,000)** feet of any non-interstate intersection at grade. **The distance shall be measured radially.**

(D) Such signs shall be a minimum of 1,000' from any residential zoning district or residentially developed property, whether within the jurisdictional limits of the County or not. The distance shall be measured radially from the proposed sign location to the nearest point of the residential district or property.

11.7.6 Minimum Sign Setback

All billboards shall be set back at least ~~twenty-five (25)~~ **fifty (50)** feet from the nearest edge of the right-of-way.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	JoAnne Daniels
SECONDER:	Sherry Lucas
AYES:	Rob Boyette, Leslie Atkinson, JoAnne Daniels, Roger Lucas, Sherry Lucas, Michael Wetherington

6) PERSONAL APPEARANCES

Ms. Tiffany Purdy, Grants Manager, presented an update for the Abandoned Mobile Home (AMH) Grant for the Board's information.

Ms. Purdy shared that two applications have been submitted so far. One has already been completed and the other is in the process of being removed. There have been two other inquiries about the program as well. The AMH Grant Team, which is comprised of the Grants Manager, Development Services, Tax Office and Solid Waste, is working with interested applicants and making sure they are aware that they are responsible for the remainder of costs over the grant amount for each removal.

Mr. Jay McLeod, Withers Ravenel Director of Community Planning, presented an update on The Wilson County 2045 Comprehensive Plan for the Board's information.

Mr. McLeod stated that progress is being made and the plan is now in the drafting stage. Another public meeting will be held in August.

Mr. Brad Thompson, Development Services Director, presented The Stormwater Ordinance and Plan for the Board's consideration. This Ordinance and Plan would become effective July 1, 2024.

(See document on following page)

**RESOLUTION TO ADOPT THE WILSON COUNTY
STORMWATER ORDINANCE FOR NEW DEVELOPMENT**

WHEREAS, new land development impacts local watersheds and increases stormwater runoff rates and volumes, flooding, soil erosion, stream channel erosion, nonpoint and point source pollution, and sediment transport and deposition, as well as reduces groundwater recharge; and

WHEREAS, these changes in stormwater runoff contribute to increased quantities of water-borne pollutants and alterations in hydrology that are harmful to public health and safety as well as to the natural environment; and

WHEREAS, these effects can be managed and minimized by applying proper design and well-planned controls to manage stormwater runoff from development sites, and

WHEREAS, all or a portion of the Tar-Pamlico and Neuse River Estuary has been identified as impaired waters under the federal Clean Water Act and this ordinance is necessary to help protect the estuary from stormwater runoff from new development; and

WHEREAS, the Wilson County Board of Commissioners desires to establish water quality and quantity regulations to meet the requirements of state and federal law regarding control of stormwater runoff and discharge for development; and

WHEREAS, the Wilson County Board of Commissioners is authorized to adopt this ordinance pursuant to North Carolina law.

NOW THEREFORE, BE IT RESOLVED that the Wilson County Board of Commissioners hereby adopts the Stormwater Ordinance for New Development attached hereto effective July1, 2024.

DULY ADOPTED this the 3rd day of June, 2024.

WILSON COUNTY

- DRAFT -

Stormwater Ordinance

July 17, 2023



**Wilson
County**

N o r t h C a r o l i n a

Wilson County Government Center
2201 Miller Road South
Wilson North Carolina, 27893

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WHEREAS, Wilson County is the record owner of property described in Book 2488, page 923, and Plat Book 38, page 274, Wilson County Register of Deeds which is being developed as an industrial park to aid in recruitment for manufacturing, industrial, and commercial purposes to expand manufacturing, industry, commercial development for job creation in Wilson County ("the Campus at 587"); and

WHEREAS, the Wilson County Manager signed an Option Agreement with "Project Guard" giving it an option to purchase Lot 3 (as then configured on recorded or proposed maps) in the Campus at 587 containing 161.3 acres, more or less, ("the Property") for \$35,000.00 per acre substantially on the terms and conditions set forth in the Option Agreement; and

WHEREAS, the Option Agreement was amended by that First Amendment to Option Agreement dated March 25, 2024 (collectively "the Option Agreement") to provide, among other revisions, that potential wetlands property labeled on the map described hereafter as New Lot 4 Flood Zone ("Lowlands Property") along the northwesterly side of the developable area of the Property, will also be conveyed for additional consideration of \$1.00; and

WHEREAS, the Option Agreement and Amendments have been shared with and reviewed by the Board and they contain terms requiring final approval by the Board for them to become finally binding on Wilson County; and

WHEREAS, the County Staff, County Attorney, and the Executive Director of the Wilson Economic Development Council have continued to work with Project Guard and it has now exercised its Option to purchase the Property as currently configured and designated or to be designated on maps as New Lot 4 consisting of 152.4383 developable acres, more or less, and also the Lowlands Property containing 89.5760 acres, more or less; and

WHEREAS, the Board finds that the Intended Use of the Property is for development and construction of a facility for Project Guard, which has now been publicly identified as SCHOTT North America, Inc. and the Board has determined the probable average hourly wage to be paid to workers by the business to be located at the Property; and

WHEREAS, the Board finds that the fair market value of the Property to be conveyed is at least \$35,000 per acre and the Lowlands Property is at least \$1.00 if conveyed as part of the Property; and

WHEREAS, a successful sale upon exercise of the Option Agreement described herein will increase the tax base in Wilson County and increase employment in Wilson County with full-time jobs; and

WHEREAS, after proper notice containing a description of the interest to be conveyed, the value of the interest, the proposed consideration of the conveyance and the intention of the Board to approve the conveyance, a public hearing has been conducted by the Board of Commissioners on the sale of the Property; and

WHEREAS, the Board of Commissioners has imposed usual and customary covenants and restrictions on the entire Campus at 587 property to assure the development of that property for use as an industrial park and certain amendments to such covenants may be appropriate for the development of the Property which should be prepared by the County Manager, in consultation with the County Attorney, the Executive Director of the Wilson County Economic Development Council and SCHOTT North America, Inc.; and

WHEREAS, the Board desires to give final approval for the Option Agreement as amended and authorization for the sale of the Property and the Lowlands Property to SCHOTT North America, Inc. on the terms contained in the Option Agreement; and

WHEREAS, the Wilson County Board of Commissioners desires to give all necessary authority to the County Manager and the Chairman of the Board of Commissioners pursuant to Section 158-7.1 of the North Carolina General Statutes to complete the transactions described herein.

NOW, THEREFORE, be it resolved by the Wilson County Board of Commissioners that:

1. The Option Agreement dated September 15, 2023, as amended by the First Amendment to Option Agreement dated March 25, 2024, is hereby approved and authorized by the Board and the signing of same by the County Manager is hereby finally approved and authorized as the action of the County; and
2. The sale of New Lot 4 in the Campus at 587 consisting of 152.4383 developable acres, more or less, for \$35,000 per acre and the Lowlands Property consisting of 89.5760 acres, more or less for a total of \$1.00, is hereby approved and authorized; and
3. The Chairman of the Board of Commissioners is authorized to sign a special warranty deed to convey New Lot 4 consisting of 152.4383 developable acres, more or less, and the Lowlands Property consisting of 89.5760 acres, more or less, in the Campus at 587 and to deliver such deed to SCHOTT North America, Inc. at the Closing of the transaction; and
4. The County Manager is authorized and directed to prepare, in consultation with the County Attorney, the Executive Director of the Wilson County Economic Development Council, and SCHOTT North America, Inc., any needed amendments to the covenants, conditions, and restrictions previously recorded for development of the entire property in the Campus at 587 as an industrial park which the Chairman and Clerk are hereby authorized to sign, with the same to be recorded before any conveyance of the Property and the Lowlands Property; and
5. The County Manager of Wilson County is authorized to sign such other documents as may be required to complete the sale of the Property as described herein.

SECTION 1: GENERAL PROVISIONS

101 TITLE

This ordinance shall be officially known as “The Wilson County Stormwater Ordinance for New Development.” It is referred to herein as “this ordinance.”

102 AUTHORITY

The Wilson County Board of Commissioners is authorized to adopt this ordinance pursuant to North Carolina law, including but not limited to Article 14, Section 5 of the Constitution of North Carolina; North Carolina General Statutes Chapter 143-214.7 and rules promulgated by the Environmental Management *Commission* thereunder; Chapter 143-215.6A; Chapter 153A-454; Chapter 160A, Chapter 160D, §§ 174, 185, 459 as well as Chapter 113A, Article 4 (Sedimentation Pollution Control)]; Article 21, Part 6 (Floodway Regulation)];Chapter 143-214.5, Water Supply Watershed Protection]]; Chapter 160A, Article 19 (Planning and Regulation of Development); Chapter 153A, Article 18].

103 FINDINGS

It is hereby determined that:

Development alters the hydrologic response of local watersheds and increases *stormwater* runoff rates and volumes, flooding, soil erosion, stream channel erosion, nonpoint and point source pollution, and sediment transport and deposition, as well as reducing groundwater recharge;

These changes in *stormwater* runoff contribute to increased quantities of water-borne pollutants and alterations in hydrology that are harmful to public health and safety as well as to the natural environment; and

These effects can be managed and minimized by applying proper design and well-planned controls to manage *stormwater* runoff from *development* sites.

Further, the *Commission* has identified the Tar-Pamlico and Neuse River Estuary, as *nutrient* sensitive waters; has identified all or a portion of the estuary as impaired waters under the federal Clean Water Act due to exceedances of the chlorophyll a standard; and has promulgated rules (the “Tar-Pamlico and Neuse Rules” to reduce the average annual *loads* of nitrogen and/or phosphorus delivered to the estuary from all point and nonpoint sources of these *nutrients* located within its watershed, including *stormwater* from new development in this jurisdiction;

Therefore, the Wilson County Board of Commissioners establishes this set of water quality and quantity regulations to meet the requirements of state and federal law regarding control of *stormwater* runoff and discharge for *development*.

104 PURPOSE

The purpose of this ordinance is to protect, maintain and enhance the public health, safety, environment, and general welfare by establishing minimum requirements and procedures to control the adverse effects of *nitrogen* and *phosphorus* in *stormwater* runoff and nonpoint and point source pollution associated with new *development* in the watershed of the Tar-Pamlico and Neuse estuary. It has been determined that proper management of construction-related and post-*development stormwater* runoff will minimize damage to public and private property and infrastructure; safeguard the public health, safety, and general welfare; and protect water and aquatic resources.

This ordinance seeks to meet its general purpose through the following specific objectives and means:

- (1) Establishing decision-making processes for *development* that protects the integrity of watersheds and preserve the health of water resources;
- (2) Requiring that new *development* not exceed export targets for *nitrogen* and *phosphorus* in *stormwater* runoff for the watershed through site layout, *engineered stormwater controls*, or *permanent nutrient offset credits*;
- (3) Establishing minimum post-*development stormwater* management standards and design criteria for the regulation and control of *stormwater* runoff quantity and quality;
- (4) Establishing design and review criteria for the construction, function, and use of *engineered stormwater controls* that may be used to meet the minimum post-*development stormwater* management standards;
- (5) Encouraging the use of better management and site design practices, such as the use of vegetated conveyances for *stormwater* and the preservation of greenspace, riparian buffers and other conservation areas to the maximum extent practicable;
- (6) Establishing provisions for the long-term responsibility for and maintenance of *engineered stormwater controls* to ensure that they continue to function as designed, are maintained appropriately, and pose no threat to public safety;
- (7) Establishing administrative procedures for the submission, review, approval and disapproval of *stormwater management plans*, for the inspection of approved *projects*, and to assure appropriate long-term maintenance;
- (8) Controlling illicit discharges into the waters of the State.
- (9) Providing education and outreach to the public regarding methods to prevent and minimize pollutant contributions to the waters of the State.

(10) Requiring that new *development* maintain the pre-*development* hydrologic response in their post-*development* state for the applicable design storm to reduce flooding, streambank erosion, nonpoint and point source pollution and increases in stream temperature, and to maintain the integrity of stream channels and aquatic habitats;

(11) Assigning responsibility and processes for approving the creation and maintenance of adequate drainage and flood damage prevention measures.

(12) Coordinating site design plans that include open space and natural areas with the Wilson County Unified Development Ordinance.

(13) Controlling erosion and sedimentation from construction activities.

105 APPLICABILITY AND JURISDICTION

(A) General

Beginning with and subsequent to its effective date, this ordinance shall be applicable to all *development* and expansion of *development* throughout Zoning jurisdictions of Wilson County within the and the Tar-Pamlico and Neuse Watershed, including, but not limited to, *site plan* applications, subdivision applications, and grading applications, unless exempt pursuant to this ordinance.

(B) Exemptions

(1) Single family and duplex residential and related recreational *development* and expansion of *development* that disturbs less than one acre is exempt from the provisions of this ordinance.

(2) Commercial, industrial, institutional, multifamily residential or local government *development* that disturbs less than one half acre and does not expand existing structures on a *parcel* is exempt from the provisions of this ordinance.

(3) Commercial, industrial, institutional, multifamily residential or local government *development* that disturbs less than one half acre and expands existing structures on a parcel but does not result in a cumulative built-upon area for the parcel exceeding twenty-four (24) percent is exempt from the provisions of this ordinance.

(4) *Development* that disturbs less than the above thresholds are not exempt if such activities are part of a *larger common plan of development or sale* and the larger

common plan exceeds the relevant threshold, even though multiple, separate or distinct activities take place at different times on different schedules.¹

(5) *Development* of an individual single-family or duplex residential lot that is not part of a larger common plan of development or sale and does not result in greater than five (5) percent built-upon area on the lot is exempt from the provisions of this ordinance.

(6) *Existing development* or *redevelopment* is exempt from the provisions of this ordinance.

(7) Activities subject to requirements of the Tar-Pamlico and/or Neuse Agriculture Rule, 15A NCAC 02B .0712 | .0732 is exempt from the provisions of this ordinance.

(8) *Development* or expansion of *development* with a vested right per the standards of N.C.G.S. 160D-108 is exempt from the provisions of this ordinance.

(9) *Development* or expansion of *development* for which the permit application was submitted prior to adoption of this ordinance is optionally exempt from the provisions of this ordinance per the requirements of N.C.G.S. 143-755.

(C) No Development or Expansion Until Compliance and Permit

No *development* or expansion of *development* shall occur except in compliance with the provisions of this ordinance or unless exempted. No *development* or expansion of *development* for which a permit is required pursuant to this ordinance shall occur except in compliance with the provisions, conditions, and limitations of the permit.

(D) Map

The provisions of this ordinance shall apply within the areas designated on the map titled ""Tar-Pamlico and Neuse Watershed Stormwater Map of Wilson County North Carolina" ("the Stormwater Map"), which is adopted simultaneously herewith. The Stormwater Map and all explanatory matter contained thereon accompanies and is hereby made a part of this ordinance.

The Stormwater Map shall be kept on file by the Stormwater Administrator and shall be updated to take into account changes in the land area covered by this ordinance and the geographic location of all *engineered stormwater controls* permitted under this ordinance. In the event of a dispute, the applicability of

this ordinance to a particular area of land or *engineered stormwater control* shall be determined by reference to the North Carolina Statutes, the North Carolina Administrative Code, and local zoning and jurisdictional boundary ordinances.

106 INTERPRETATION

(E) Meaning and Intent

All provisions, terms, phrases, and expressions contained in this ordinance shall be construed according to the general and specific purposes set forth in Section 104, Purpose. If a different or more specific meaning is given for a term defined elsewhere in Wilson County's code of ordinances, the meaning and application of the term in this ordinance shall control for purposes of application of this ordinance.²

(F) Text Controls in Event of Conflict

In the event of a conflict or inconsistency between the text of this ordinance and any heading, caption, figure, illustration, table, or map, the text shall control.

(G) Authority for Interpretation

The Stormwater Administrator has authority to determine the interpretation of this ordinance. Any *person* may request an interpretation by submitting a written request to the Stormwater Administrator, who shall respond in writing within 30 days. The Stormwater Administrator shall keep on file a record of all written interpretations of this ordinance.

(H) References to Statutes, Regulations, and Documents

Whenever reference is made to a resolution, ordinance, statute, regulation, manual (including the *Design Manual*), or document, it shall be construed as a reference to the most recent edition of such that has been finalized and published with due provision for notice and comment, unless otherwise specifically stated.

(I) Computation of Time

The time in which an act is to be done shall be computed by excluding the first day and including the last day. If a deadline or required date of action falls on a Saturday, Sunday, or holiday observed by the Wilson County, the deadline or required date of action shall be the next day that is not a Saturday, Sunday, or holiday observed by the Wilson County. References to days are calendar days unless otherwise stated.

² Provisions A through H were adapted from Town of Cary Land Development Ordinance.

(J) Delegation of Authority

Any act authorized by this Ordinance to be carried out by the Stormwater Administrator of Wilson County may be carried out by his or her designee.

(K) Usage

(1) Mandatory and Discretionary Terms

The words “shall,” “must,” and “will” are mandatory in nature, establishing an obligation or duty to comply with the particular provision. The words “may” and “should” are permissive in nature.

(2) Conjunctions

Unless the context clearly indicates the contrary, conjunctions shall be interpreted as follows: The word “and” indicates that all connected items, conditions, provisions and events apply. The word “or” indicates that one or more of the connected items, conditions, provisions or events apply.

(3) Tense, Plurals, and Gender

Words used in the present tense include the future tense. Words used in the singular number include the plural number and the plural number includes the singular number, unless the context of the particular usage clearly indicates otherwise. Words used in the masculine gender include the feminine gender, and vice versa.

(L) Measurement and Computation

Lot area refers to the amount of horizontal land area contained inside the lot lines of a lot or site.

107 DESIGN MANUAL

(M) Reference to Design Manual

The Stormwater Administrator shall use the policy, criteria, and information, including technical specifications and standards, in the *Design Manual* as the basis for decisions about stormwater permits and about the design, implementation and performance of *engineered stormwater controls* and other practices for compliance with this ordinance.

The *Design Manual* includes a list of acceptable *stormwater* treatment practices, including specific design criteria for each *stormwater* practice. Stormwater treatment practices that are designed, constructed, and maintained in accordance with these design and sizing criteria will be presumed to meet the

minimum water quality performance standards of the Tar-Pamlico and/or Neuse Rules.

(N) Relationship of Design Manual to Other Laws and Regulations

If the specifications or guidelines of the *Design Manual* are more restrictive or apply a higher standard than other laws or regulations, that fact shall not prevent application of the specifications or guidelines in the *Design Manual*.

(O) Changes to Standards and Specifications

If the standards, specifications, guidelines, policies, criteria, or other information in the *Design Manual* are amended subsequent to the submittal of an application for approval pursuant to this ordinance but prior to approval, the applicant shall have the choice of using the new Design Manual in reviewing the application and in implementing this ordinance with regard to the application, or using the old Design Manual.

108 RELATIONSHIP TO OTHER LAWS, REGULATIONS AND PRIVATE AGREEMENTS

(P) Conflict of Laws

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation, or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law. Where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human or environmental health, safety, and welfare shall control.³

(Q) Private Agreements

This ordinance is not intended to revoke or repeal any easement, covenant, or other private agreement. However, where the regulations of this ordinance are more restrictive or impose higher standards or requirements than such an easement, covenant, or other private agreement, the requirements of this ordinance shall govern. Nothing in this ordinance shall modify or repeal any private covenant or deed restriction, but such covenant or restriction shall not legitimize any failure to comply with this ordinance. In no case shall Wilson County be obligated to enforce the provisions of any easements, covenants, or agreements between private parties.

³ From Metro North Georgia Water Management District Model Ordinance.

109 SEVERABILITY

If the provisions of any section, subsection, paragraph, subdivision, or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

110 EFFECTIVE DATE AND TRANSITIONAL PROVISIONS**(R) Effective Date**

This Ordinance shall take effect on _____, 2023.

(S) Final Approvals, Complete Applications

All *development* and expansion of *development projects* for which complete and full applications were submitted to the Wilson County prior to the effective date of this ordinance may be exempted from complying with all provisions of this ordinance dealing with the control and/or management of stormwater by the choice of the developer.

A phased development plan shall be deemed complete prior to the effective date of this ordinance and it shows:

- (1) For the initial or first phase of *development* or expansion of *development*, the type and intensity of use for a specific *parcel* or *parcels*, including at a minimum, the boundaries of the *project* and a *subdivision* plan that has been approved.
- (2) For any subsequent phase of *development* or expansion of *development*, sufficient detail so that implementation of the requirements of this ordinance to that phase of *development* would require a material change in that phase of the plan.

(T) Violations Continue

Any violation of provisions existing on the effective date of this ordinance shall continue to be a violation under this ordinance and be subject to penalties and enforcement under this ordinance unless the use, *development*, construction, or other activity complies with the provisions of this ordinance.

SECTION 2: ADMINISTRATION AND PROCEDURES

201 REVIEW AND DECISION-MAKING ENTITIES

(U) Stormwater Administrator

(1) Designation

A Stormwater Administrator shall be designated by the Wilson County Board of Commissioners to administer and enforce this ordinance.

(2) Powers and Duties

In addition to the powers and duties that may be conferred by other provisions of the Wilson County Code of Ordinances and other laws, the Stormwater Administrator shall have the following powers and duties under this ordinance:

- a. To review and approve, approve with conditions, or disapprove applications for approval of plans pursuant to this ordinance.
- b. To make determinations and render interpretations of this ordinance.
- c. To establish application requirements and schedules for submittal and review of applications and appeals, to review and make recommendations to the Wilson County Board of Commissioners on applications for *development* or expansion of *development* approvals.
- d. To enforce the provisions of this ordinance in accordance with its enforcement provisions.
- e. To maintain records, maps, forms and other official materials as relate to the adoption, amendment, enforcement, and administration of this ordinance.
- f. To provide expertise and technical assistance to the Wilson County Board of Commissioners and the Wilson County Planning Board upon request.
- g. To designate appropriate other *person(s)* who shall carry out the powers and duties of the Stormwater Administrator.
- h. To take any other action necessary to administer the provisions of this ordinance.

202 REVIEW PROCEDURES

(V) Permit Required; Must Apply for Permit

A stormwater permit is required for all *development* and expansion of *development* unless exempt pursuant to this ordinance. A permit may only be issued subsequent to a properly submitted and reviewed permit application, pursuant to this section.

(W) Effect of Permit

A stormwater permit shall govern the design, installation, and construction of stormwater management and control practices on the site, including *engineered stormwater controls* and elements of site design for stormwater management other than *engineered stormwater controls*.

The permit is intended to provide a mechanism for the review, approval, and inspection of the approach to be used for the management and control of stormwater for the *development* site consistent with the requirements of this ordinance, whether the approach consists of *engineered stormwater controls* or other techniques such as low-impact or low-density design. The permit does not continue in existence indefinitely after the completion of the *project*; rather, compliance after *project* construction is assured by the maintenance provisions of this ordinance.

(X) Authority to File Applications

All applications required pursuant to this Code shall be submitted to the Stormwater Administrator by the landowner, a lessee or person holding an option or contract to purchase or lease land, or an authorized agent of the landowner. An easement holder may also apply for development approval for such development as is authorized by the easement.

(Y) Establishment of Application Requirements, Schedule, and Fees

(1) Application Contents and Form

The Stormwater Administrator shall establish requirements for the content and form of all applications and shall amend and update those requirements from time to time. At a minimum, the stormwater permit application shall describe in detail how post-*development* stormwater runoff will be controlled and managed, the design of all *engineered stormwater controls*, and how the proposed *project* will meet the requirements of this ordinance.

(2) Submission Schedule

The Stormwater Administrator shall establish a submission schedule for applications. The schedule shall establish deadlines by which complete

applications must be submitted for the purpose of ensuring that there is adequate time to review applications; and that the various stages in the review process are accommodated.

(3) Permit Review Fees

The Wilson County Board of Commissioners shall establish permit review fees as well as policies regarding refund of any fees upon withdrawal of an application and may amend and update the fees and policies from time to time.

(4) Administrative Manual

For applications required under this Code, the Stormwater Administrator shall compile the application requirements, submission schedule, fee schedule, a copy of this ordinance, and information on how and where to obtain the *Design Manual* in an Administrative Manual, which shall be made available to the public.

(Z) Submittal of Complete Application

Applications shall be submitted to the Stormwater Administrator pursuant to the application submittal schedule in the form established by the Stormwater Administrator, along with the appropriate fee established pursuant to this section.

An application shall be considered as timely submitted only when it contains all elements of a complete application pursuant to this ordinance, along with the appropriate fee. If the Stormwater Administrator finds that an application is incomplete, the applicant shall be notified of the deficient elements and shall be provided with an opportunity to submit a complete application. However, the submittal of an incomplete application shall not suffice to meet a deadline contained in the submission schedule established above.

(AA) Review

Within forty-five (45) working days after a complete application is submitted, the Stormwater Administrator shall review the application and determine whether the application complies with the standards of this ordinance.

(1) Approval

If the Stormwater Administrator finds that the application complies with the standards of this ordinance, the Stormwater Administrator shall approve the application. The Stormwater Administrator may impose conditions of approval as needed to ensure compliance with this ordinance. The conditions shall be included as part of the approval.

(2) Fails to Comply

If the Stormwater Administrator finds that the application fails to comply with the standards of this ordinance, the Stormwater Administrator shall notify the applicant and shall indicate how the application fails to comply. The applicant shall have an opportunity to submit a revised application.

(3) Revision and Subsequent Review

A complete revised application shall be reviewed by the Stormwater Administrator within forty-five (45) working days after its re-submittal and shall be approved, approved with conditions, or disapproved.

If a revised application is not re-submitted within thirty (30) calendar days from the date the applicant was notified, the application shall be considered withdrawn, and a new submittal for the same or substantially the same *project* shall be required along with the appropriate fee for a new submittal.

One re-submittal of a revised application may be submitted without payment of an additional permit review fee. Any re-submittal after the first re-submittal shall be accompanied by a permit review fee additional fee, as established pursuant to this ordinance.

203 APPLICATIONS FOR APPROVAL**(BB) Concept Plan and Consultation Meeting**

Before a stormwater management permit application is deemed complete, the Stormwater Administrator or *developer* may request a consultation on a concept plan for the post-construction stormwater management system to be utilized in the proposed *development project*. This consultation meeting should take place at the time of the preliminary plan of *subdivision* or other early step in the *development* process. The purpose of this meeting is to discuss the stormwater management measures necessary for the proposed *project*, as well as to discuss and assess constraints, opportunities and potential approaches to stormwater management designs before formal site design engineering is commenced. Local watershed plans and other relevant resource protection plans should be consulted in the discussion of the concept plan.

To accomplish this goal, the following information should be included in the concept plan, which should be submitted in advance of the meeting:

(1) Existing Conditions / Proposed Site Plans

Existing conditions and proposed site layout sketch plans, which illustrate at a minimum: existing and proposed topography; perennial and

intermittent streams; mapping of predominant soils from soil surveys (if available); stream and other buffers and features used in designing buffers and meeting any applicable buffer requirements; boundaries of existing predominant vegetation; proposed limits of clearing and grading; and location of existing and proposed roads, buildings, parking areas and other impervious surfaces.

(2) Natural Resources Inventory

A written or graphic inventory of natural resources at the site and surrounding area as it exists prior to the commencement of the *project*. This description should include a discussion of soil conditions, forest cover, geologic features, topography, wetlands, and native vegetative areas on the site, as well as the location and boundaries of other natural feature protection and conservation areas such as lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.). Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for *development* and stormwater management.

(3) Stormwater Management System Concept Plan

A written or graphic concept plan of the proposed post-*development* stormwater management system including: preliminary selection and location of proposed *engineered stormwater controls*; low-impact design elements; location of existing and proposed conveyance systems such as grass channels, swales, and storm drains; flow paths; location of floodplain/floodway limits; relationship of site to upstream and downstream properties and drainages; and preliminary location of any proposed stream channel modifications, such as bridge or culvert crossings.

(CC) Stormwater Management Permit Application

The stormwater management permit application shall detail how post-*development* stormwater runoff will be controlled and managed and how the proposed *project* will meet the requirements of this ordinance, including Section 3, Standards. All such plans shall be prepared by a qualified registered North Carolina professional engineer, surveyor, soil scientist or landscape architect, and the engineer, surveyor, soil scientist or landscape architect shall perform services only in their area of competence, and shall verify that the design of all stormwater management facilities and practices meets the submittal requirements for complete applications, that the designs and plans are sufficient to comply with applicable standards and policies found in the *Design Manual*, and that the designs and plans ensure compliance with this ordinance.

The submittal shall include all of the information required in the submittal checklist established by the Stormwater Administrator. Incomplete submittals shall be treated pursuant to Section 202(D).

(DD) As-Built Plans and Final Approval

Upon completion of a *project*, and before a certificate of occupancy shall be granted, the applicant shall certify that the completed *project* is in accordance with the approved stormwater management plans and designs, and shall submit actual “as built” plans for all stormwater management facilities or practices after final construction is completed.

The plans shall show the final design specifications for all stormwater management facilities and practices and the field location, size, depth, and planted vegetation of all measures, controls, and devices, as installed. The designer of the stormwater management measures and plans shall certify, under seal, that the as-built stormwater measures, controls, and devices are in compliance with the approved stormwater management plans and designs and with the requirements of this ordinance. A final inspection and approval by the Stormwater Administrator shall occur before the release of any performance securities.

(EE) Other Permits

No certificate of compliance or occupancy shall be issued by the Wilson County Development Services Department without final as-built plans and a final inspection and approval by the Stormwater Administrator, except where multiple units are served by the stormwater practice or facilities, in which case the Development Services Director may elect to withhold a percentage of permits or certificates of occupancy until as-built plans are submitted and final inspection and approval has occurred.

204 APPROVALS

(FF) Effect of Approval

Approval authorizes the applicant to go forward with only the specific plans and activities authorized in the permit. No deviations from the terms of the application or the approval shall be made until written approval of proposed changes or deviations has been obtained through permit revision and review. The approval shall not be construed to exempt the applicant from obtaining other applicable approvals from local, state, and federal authorities.

(GG) Time Limit/Expiration

An approved plan shall become null and void if the applicant fails to make *substantial progress* on the site within one year after the date of approval. The Stormwater Administrator may grant a single, one-year extension of this time

limit, for good cause shown, upon receiving a written request from the applicant before the expiration of the approved plan.

In granting an extension, the Stormwater Administrator may require compliance with standards adopted since the original application was submitted unless there has been substantial reliance on the original permit and the change in standards would infringe the applicant's vested rights.

205 APPEALS

(HH) Right of Appeal

Except as provided in N.C.G.S. 160D-1403.1, any aggrieved *person* affected by any decision, order, requirement, or determination relating to the interpretation or application of this ordinance made by the Stormwater Administrator, may file an appeal to the Board of Adjustment within 30 days from receipt of the notice of a determination. Appeals of variance requests shall be made as provided in the section on Variances. In the case of requests for review of proposed civil penalties for violations of this ordinance, the Board of Adjustment shall make a final decision on the request for review within ninety (90) days of receipt of the date the request for review is filed.

(II) Filing of Appeal and Procedures

Appeals shall be taken within the specified time period by filing a notice of appeal and specifying the grounds for appeal on forms provided by Wilson County Development Services Department. The Stormwater Administrator shall transmit to the Wilson Board of Adjustment all documents constituting the record on which the decision appealed from was taken. The Stormwater Administrator shall also provide a copy of the record to the appellant and to the owner of the property that is the subject of the appeal if the appellant is not the owner.

The hearing conducted by the Wilson County Board of Adjustment shall be conducted in the nature of a quasi-judicial proceeding as provided in N.C.G.S. 160D-406 with all findings of fact supported by competent, material evidence.

(JJ) Review by Superior Court

Every decision of the Board Of Adjustment shall be subject to Superior Court review by proceedings in the nature of certiorari. Petition for review by the Superior Court shall be filed with the Clerk of Superior Court within thirty (30) days after the latter of the following:

- (1) The decision of the Wilson County Board of Adjustment is filed; or

(2) A written copy of the decision is delivered to every aggrieved party who has filed a written request for such copy with the Secretary of the Board of Adjustment at the time of its hearing of the case.

SECTION 3: STANDARDS

301 GENERAL STANDARDS

All *projects* to which this ordinance applies shall comply with the standards of this section. The approval of the stormwater permit shall require an enforceable restriction on property usage that runs with the land, such as a recorded deed restriction or protective covenants, to ensure that future *development* and expansion of *development* maintains the site consistent with the approved *project* plans.

302 NITROGEN AND PHOSPHORUS LOADING RATE TARGETS

- (A) The *project* shall meet either a *nitrogen* stormwater *loading rate* target of 4.0 | 3.6 pounds per acre per year (lb/ac/yr) and a *phosphorus* stormwater *loading rate target* of 0.8 lb/ac/yr, or meet “runoff volume match” as defined in 15A NCAC 02H .1002.
- (B) The *project* area used for *nutrient* calculation and stormwater requirements includes the site area less any *existing built-upon area*. The *project* density used for determining stormwater requirements is the amount of *built-upon area* subject to this ordinance at *project* completion divided by the *project* area.
- (C) The *developer* shall determine the *nitrogen* and *phosphorus* load and loading rate generated from the *project* area without *engineered stormwater controls* and determine the needed *nitrogen* or *phosphorus* load reduction to meet nutrient targets by using the *approved accounting tool*.

303 NITROGEN AND PHOSPHORUS STANDARD IS SUPPLEMENTAL

The *nitrogen* and/or *phosphorus* loading standards in this ordinance are supplemental to, not replacements for, stormwater standards otherwise required by federal, state or local law, including without limitation any riparian buffer requirements applicable to the location of the *development*. This includes, without limitation, the riparian buffer protection requirements of 15A NCAC 02B .0714 | .0734 and .0295.

304 CONTROL AND TREATMENT OF RUNOFF VOLUME

- (A) All projects shall meet the stormwater system design requirements set forth in 15A NCAC 02H .1003. Projects shall use a project density threshold of greater than twenty-four (>24%) percent built-upon area, whereupon high-density stormwater design is required. All *engineered stormwater controls* will meet the standards set in the Design Manual and the State’s Minimum Design Criteria, 15A NCAC 02H .1050 through .1062.
- (B) Where high-density stormwater design is required, stormwater systems shall meet the standards set forth in 15A NCAC 02H .1003(3) and be designed to control

and treat the volume of runoff generated from all built-upon area by one inch of rainfall or equivalent runoff volume in one or more Primary SCMs. These projects may utilize offsite Primary SCMs dedicated to treating an area encompassing the project.

- (C) Where high-density stormwater design is not required, stormwater systems shall meet the low-density stormwater design standards set forth in 15A NCAC 02H .1003(2).

305 METHODS TO MEET NUTRIENT CONTROL REQUIREMENTS

Projects subject to this ordinance shall meet *nitrogen* and *phosphorus* loading targets through a combination of the following methods:

- (A) Projects may reduce export of *nitrogen* or *phosphorus* through any combination of *engineered stormwater controls* treating runoff on the site, in an approved offsite regional *engineered stormwater control*, or through the acquisition of permanent nutrient offset credits. The *developer* shall calculate the *nitrogen* and *phosphorus* reduction provided by these controls using the approved *accounting tool*.
- (B) Proposed development undertaken by a local government solely as a public road expansion or public sidewalk project, or proposed development subject to the jurisdiction of the Surface Transportation Board, may meet *nitrogen* and *phosphorus* reduction needs for the *project* entirely through the use of *permanent nutrient offset credits* pursuant to the Nutrient Offset Credit Trading Rule, 15A NCAC 02B .0703.

306 USE OF PERMANENT NUTRIENT OFFSET CREDITS

- (A) Sufficient *permanent nutrient offset credits* to meet *project* nutrient reduction needs not provided by *engineered stormwater controls* serving the *project* shall be acquired prior to approval of the development plan. The Stormwater Administrator shall issue an approval letter for the *development* that documents the needed nitrogen or phosphorus credits and where the development is located relative to the Tar-Pamlico and Neuse Rules' geographic requirements. All *permanent nutrient offset credits* permitted by this ordinance shall meet the requirements of 15A NCAC 02B .0703.
- (B) *Permanent nutrient offset credits* shall be acquired pursuant to N.C.G.S. 143-214.26 and 15A NCAC 02B .0703 prior to the start of construction of the project.
Persons
- (C) A *developer* subject to this ordinance may acquire *permanent nutrient offset credits* through one of the following methods:
 - (1) Through a private nutrient bank;

- (2) Through offsite offset provided by the *developer* and approved by Wilson County Development Services Director;
 - (3) Through payment into the Riparian Buffer Restoration Fund established in N.C.G.S. 143-214.21.
- (D) Excess *permanent nutrient offset credits* acquired beyond what is required for the *development* may not be applied to any other *development*.

307 EVALUATION OF STANDARDS FOR STORMWATER CONTROL MEASURES

(KK) Evaluation According to Contents of Design Manual

All *engineered stormwater controls* and *stormwater systems* required under this ordinance shall be evaluated by the Stormwater Administrator according to the policies, criteria, and information, including technical specifications and standards and the specific design criteria for each stormwater practice in the *Design Manual*. The Stormwater Administrator shall determine whether proposed *engineered stormwater controls* will be adequate to meet the requirements of this ordinance.

(LL) Determination of Adequacy; Presumptions and Alternatives

Engineered stormwater controls that are designed, constructed, and maintained in accordance with the criteria and specifications in the *Design Manual* will be presumed to meet the minimum water quality and quantity performance standards of this ordinance. Whenever an applicant proposes to utilize a practice or practices not designed and constructed in accordance with the criteria and specifications in the *Design Manual*, the applicant shall have the burden of demonstrating that the practice(s) will satisfy the minimum water quality and quantity performance standards of this ordinance. The Stormwater Administrator may require the applicant to provide the documentation, calculations, and examples necessary for the Stormwater Administrator to determine whether such an affirmative showing is made.

308 DEDICATION OF BMPS, FACILITIES & IMPROVEMENTS

The Wilson County Board of Commissioners may accept dedication of any existing or future stormwater management facility for maintenance, provided such facility meets all the requirements of this ordinance and includes adequate and perpetual

access and sufficient area, by easement or otherwise, for inspection and regular maintenance.⁴

309 VARIANCES

- (A) Any *person* may petition the Wilson County Board of Adjustment for a variance granting permission to use the *person's* land in a manner otherwise prohibited by this ordinance. For all proposed major and *minor variances* from the requirements of this ordinance, the local Watershed Review Board, or quasi-judicial body shall make findings of fact in accordance with the procedures of N.C.G.S 160D-406 showing that:
- (1) there are practical difficulties or unnecessary hardships that prevent compliance with the strict letter of the ordinance;
 - (2) the variance is in harmony with the general purpose and intent of the local watershed protection ordinance and preserves its spirit; and
 - (3) in granting the variance, the project will ensure equal or better protection of waters of the State than the requirements of 15A NCAC 02B .0711 (Neuse Stormwater Rule) | .0711 (Tar-Pamlico Stormwater Rule), and that the public safety and welfare have been assured and substantial justice has been done.
- (B) In the case of a request for a *minor variance*, the Wilson County Board of Adjustment may vary or modify any of the regulations or provisions of the ordinance so that the spirit of the ordinance shall be observed, public safety and welfare secured, and substantial justice done may impose reasonable and appropriate conditions and safeguards upon any variance it grants.
- (C) The Wilson County Board of Adjustment may attach conditions to the major or *minor variance* approval that support the purpose of the local watershed protection ordinance. If the variance request qualifies as a *major variance*, and the Wilson County Board of Adjustment decides in favor of granting the *major variance*, the Board shall then prepare a preliminary record of the hearing and submit it to the *Commission* for review and approval. If the *Commission* approves the *major variance* or approves with conditions or stipulations added, then the *Commission* shall prepare a *Commission* decision which authorizes Wilson County Board of Adjustment to issue a final decision which would include any conditions or stipulations added by the *Commission*. If the *Commission* denies the *major variance*, then the *Commission* shall prepare a decision to be sent to Wilson County Board of Adjustment. Wilson County Board of Adjustment shall prepare a final decision denying the *major variance*.

⁴ From Virginia Stormwater Management Model Ordinance.

- (D) Appeals from the local government decision on a major or *minor variance* request are made on certiorari to the local Superior Court. Appeals from the *Commission* decision on a *major variance* request are made on judicial review to Superior Court.

SECTION 4: MAINTENANCE

401 GENERAL STANDARDS FOR MAINTENANCE

(MM) Function of Engineered Stormwater Controls As Intended

The *owner* of each *engineered stormwater control* installed pursuant to this ordinance shall ensure adequate maintenance and operate it so as to preserve and continue its function in controlling stormwater quality and quantity at the degree or amount of function for which the *engineered stormwater control* was designed.

(NN) Annual Maintenance Inspection and Report

The *person* responsible for maintenance of any *engineered stormwater control* installed pursuant to this ordinance shall submit to the Stormwater Administrator an inspection report from a qualified professional certified by the North Carolina Cooperative Extension Service for stormwater treatment practice inspection and maintenance. The inspection report shall contain all of the following:

- (1) The name and address of the land *owner*;
- (2) The recorded book and page number of the lot of each *engineered stormwater control*;
- (3) A statement that an inspection was made of all *engineered stormwater controls*;
- (4) The date the inspection was made;
- (5) A statement that all inspected *engineered stormwater controls* are performing properly and are in compliance with the terms and conditions of the approved maintenance agreement required by this ordinance; and
- (6) The original signature and seal of the engineer, surveyor, or landscape architect.

All inspection reports shall be on forms supplied by the Stormwater Administrator. An original inspection report shall be provided to the Stormwater Administrator beginning one year from the date of as-built certification and each year thereafter on or before the date of the as-built certification.⁵

⁵ Drawn from Wake County stormwater ordinance (based on Neuse Urban Stormwater program).

402 OPERATION AND MAINTENANCE OF ENGINEERED STORMWATER CONTROLS

(A) Operation and Maintenance Plan

There shall be an Operation and Maintenance Plan (O&M Plan) for every *engineered stormwater control*. The O&M Plan shall specify all operation and maintenance work necessary for the function of all *engineered stormwater control* components, including the stormwater conveyance system, perimeter of the device, inlet(s), pretreatment measures, main treatment area, outlet, vegetation, and discharge point.

The O&M Plan shall require the *owner* to maintain, repair and, if necessary, reconstruct the *engineered stormwater controls*, and shall state the terms, conditions, and schedule of maintenance for the *engineered stormwater controls*. The O&M Plan shall specify methods to be used to maintain or restore the *engineered stormwater controls* to design specifications in the event of failure.

The O&M Plan shall be signed by the *owner* and notarized. The *owner* shall keep maintenance records and these shall be available upon request by the Stormwater Administrator.

(B) Operation and Maintenance Agreement

Prior to the conveyance or transfer of any lot or building site to be served by *engineered stormwater controls* pursuant to this ordinance, and prior to issuance of any permit for *development* requiring *engineered stormwater controls* pursuant to this ordinance, the applicant or *owner* of the site must enter into an Operation and Maintenance Agreement (O&M Agreement) with the Stormwater Administrator. The O&M Agreement shall require the applicant or *owner* to maintain, repair, or reconstruct the *engineered stormwater controls* in accordance with the approved design plans and the Operation and Maintenance Plan. The O&M Agreement shall be binding on all subsequent *owners* of the site, portions of the site, and lots, or *parcels* served by the *engineered stormwater control*. Until the transference of all property, sites, or lots served by the *engineered stormwater control*, the original *owner* or applicant shall have primary responsibility for carrying out the provisions of the O&M Agreement.

The O&M Agreement shall grant to Wilson County a right of entry in the event that the Stormwater Administrator has reason to believe it has become necessary to inspect, monitor, maintain, repair, or reconstruct the *engineered stormwater control*; however, in no case shall the right of entry, of itself, confer an obligation on Wilson County to assume responsibility for the *engineered stormwater controls*.

The O&M Agreement must be approved by the Stormwater Administrator prior to development plan approval, and it shall be referenced on the final plat and shall be recorded with the county Register of Deeds upon final plat approval. A copy of the recorded O&M Agreement shall be given to the

Stormwater Administrator within fourteen (14) days following its recordation.⁶

(C) Special Requirement for Homeowners' and Other Associations

For all *engineered stormwater controls* required pursuant to this ordinance and that are to be or are owned and maintained by a homeowners' association, property *owners'* association, or similar entity, the required O&M Agreement shall include all of the following provisions:

- (1) Acknowledgment that the association shall continuously operate and maintain the *engineered stormwater controls* according to the specifications laid out in the Operation and Maintenance Plan.
- (2) Establishment of an escrow account, which can be spent solely for sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction of the *engineered stormwater controls*. If *engineered stormwater controls* are not performing adequately or as intended or are not properly maintained, Wilson County in its sole discretion, may remedy the situation, and in such instances Wilson County shall be fully reimbursed from the escrow account. Escrowed funds may be spent by the association for sediment removal, structural, biological or vegetative replacement, major repair, and reconstruction of the *engineered stormwater controls*, provided that Wilson County shall first consent to the expenditure.
- (3) Both *developer* contribution and annual sinking funds shall fund the escrow account. Prior to plat recordation or issuance of construction permits, whichever shall first occur, the *developer* shall pay into the escrow account an amount equal to fifteen (15) per cent of the initial construction cost of the *engineered stormwater controls*. Two-thirds (2/3) of the total amount of sinking fund budget shall be deposited into the escrow account within the first five (5) years and the full amount shall be deposited within ten (10) years following initial construction of the *engineered stormwater controls*. Funds shall be deposited each year into the escrow account. A portion of the annual assessments of the association shall include an allocation into the escrow account. Any funds drawn down from the escrow account shall be replaced in accordance with the schedule of anticipated work used to create the sinking fund budget.
- (4) The percent of *developer* contribution and lengths of time to fund the escrow account may be varied by Wilson County depending on the design and materials of the *engineered stormwater controls*.

⁶ Adapted from Metro North Georgia Water Management District and Stormwater Center/EPA Model Ordinances. Checked against State Stormwater Minimum Design Criteria or operation and maintenance agreements (15A NCAC .1050(11)).

- (5) Granting to Wilson County a right of entry to inspect, monitor, maintain, repair, and reconstruct *engineered stormwater controls*.
- (6) Allowing Wilson County to recover from the association and its members any and all costs Wilson County expends to maintain or repair the *engineered stormwater controls* or to correct any operational deficiencies. Failure to pay Wilson County all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. In case of a deficiency, Wilson County shall thereafter be entitled to bring an action against the association and its members to pay, or foreclose upon the lien hereby authorized by the agreement against the property, or both. Interest, collection costs, and attorney fees shall be added to the recovery.
- (7) A statement that this agreement shall not obligate Wilson County to maintain or repair any *engineered stormwater controls*, and Wilson County shall not be liable to any *person* for the condition or operation of *engineered stormwater controls*.
- (8) A statement that this agreement shall not in any way diminish, limit, or restrict the right of Wilson County to enforce any of its ordinances as authorized by law.
- (9) A provision indemnifying and holding harmless Wilson County for any costs and injuries arising from or related to the *engineered stormwater controls*, unless Wilson County has agreed in writing to assume the maintenance responsibility for the *engineered stormwater controls* and has accepted dedication of any and all rights necessary to carry out that maintenance.⁷

403 INSPECTION PROGRAM

Inspections and inspection programs by Wilson County may be conducted or established on any reasonable basis, including but not limited to routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to, reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in the *engineered stormwater controls*; and evaluating the condition of *engineered stormwater controls*.⁸

If the *owner* or occupant of any property refuses to permit such inspection, the Stormwater Administrator shall proceed to obtain an administrative

⁷ Most of the homeowners' association requirements are adapted from Neuse model program provisions as adopted in Wake County.

⁸ Adapted from Stormwater Center/EPA and Metro North Georgia Water Management District Model Ordinances.

search warrant pursuant to N.C.G.S. 15-27.2 or its successor. No *person* shall obstruct, hamper or interfere with the Stormwater Administrator while carrying out his or her official duties.

404 PERFORMANCE SECURITY FOR INSTALLATION AND MAINTENANCE

(A) May Be Required⁹

The Wilson County may, at its discretion, require the submittal of a performance security or bond with surety, cash escrow, letter of credit or other acceptable legal arrangement prior to issuance of a permit in order to ensure that the *engineered stormwater controls* are:

- (1) installed by the permit holder as required by the approved stormwater management plan, and/or
- (2) maintained by the *owner* as required by the Operation and Maintenance Agreement.

(B) Amount

(1) Installation

The amount of an installation performance security shall be the total estimated construction cost of the *engineered stormwater controls* approved under the permit, plus 25%.

(2) Maintenance

The amount of a maintenance performance security shall be the present value of an annuity of perpetual duration based on a reasonable estimate of the annual cost of inspection, operation and maintenance of the *engineered stormwater controls* approved under the permit, at a discount rate that reflects the jurisdiction's cost of borrowing minus a reasonable estimate of long-term inflation.

(C) Uses of Performance Security

(1) Forfeiture Provisions

The performance security shall contain forfeiture provisions for failure, after proper notice, to complete work within the time specified, or to initiate or maintain any actions which may be required of the applicant or *owner* in accordance with this ordinance, approvals issued pursuant to this

⁹ From Virginia Model Ordinance for Stormwater Management.

ordinance, or an Operation and Maintenance Agreement established pursuant to this ordinance.

(2) Default

Upon default of the *owner* to construct, maintain, repair and, if necessary, reconstruct any *engineered stormwater control* in accordance with the applicable permit or Operation and Maintenance Agreement, the Stormwater Administrator shall obtain and use all or any portion of the security to make necessary improvements based on an engineering estimate. Such expenditure of funds shall only be made after requesting the *owner* to comply with the permit or Operation and Maintenance Agreement. In the event of a default triggering the use of installation performance security, Wilson County shall not return any of the unused deposited cash funds or other security, which shall be retained for maintenance.

(3) Costs in Excess of Performance Security

If Wilson County takes action upon such failure by the applicant or *owner*, Wilson County may collect from the applicant or *owner* the difference between the amount of the reasonable cost of such action and the amount of the security held, in addition to any other penalties or damages due.

(4) Refund

Within sixty days of the final approval, the installation performance security shall be refunded to the applicant or terminated, except any amount attributable to the cost (plus 25%) of landscaping installation and ongoing maintenance associated with the *engineered stormwater controls* covered by the security. Any such landscaping shall be inspected one (1) year after installation with replacement for compliance with the approved plans and specifications and, if in compliance, the portion of the financial security attributable to landscaping shall be released.

405 NOTICE TO OWNERS

(A) Deed Recordation and Indications On Plat

The applicable Operations and Maintenance Agreement conservation easement, or dedication and acceptance into public maintenance (whichever is applicable) pertaining to every *engineered stormwater control* shall be referenced on the final plat and shall be recorded with the county Register of Deeds upon final plat approval. If no *subdivision* plat is recorded for the site, then the Operations and Maintenance Agreement, conservation easement, or dedication and acceptance into public maintenance, whichever is applicable, shall be recorded with the county Register of Deeds so as to appear in the

chain of title of all subsequent purchasers under generally accepted searching principles.

(B) Signage

Where appropriate in the determination of the Stormwater Administrator to assure compliance with this ordinance, *engineered stormwater controls* shall be posted with a conspicuous sign stating who is responsible for required maintenance and annual inspection. The sign shall be maintained so as to remain visible and legible.

406 RECORDS OF INSTALLATION AND MAINTENANCE ACTIVITIES

The *owner* of each *engineered stormwater control* shall keep records of inspections, maintenance, and repairs for at least five years from the date of creation of the record and shall submit the same upon reasonable request to the Stormwater Administrator.¹⁰

407 NUISANCE

The *owner* of each *engineered stormwater control*, whether *engineered stormwater control* or *non-engineered stormwater control*, shall maintain it so as not to create or result in a nuisance condition.

408 MAINTENANCE EASEMENT

Every *engineered stormwater control* and its associated maintenance accesses on privately owned land, except for those located on single family residential lots, installed pursuant to this ordinance shall be made accessible for adequate maintenance and repair by a permanent maintenance easement. The easement shall be recorded and its terms shall specify who may make use of the easement and for what purposes. The engineered stormwater control will be shown and labeled within the easement. The easement shall be granted in favor of the Stormwater Administrator.

¹⁰ Adapted from Metro North Georgia Water Management District Model Ordinance.

SECTION 5: ENFORCEMENT AND VIOLATIONS

501 GENERAL

(A) Authority to Enforce

The provisions of this ordinance shall be enforced by the Stormwater Administrator, his or her designee, or any authorized agent of Wilson County. Whenever this section refers to the Stormwater Administrator, it includes his or her designee as well as any authorized agent of Wilson County.

(B) Violation Unlawful

Any failure to comply with an applicable requirement, prohibition, standard, or limitation imposed by this ordinance, or the terms or conditions of any permit or other *development approval* or authorization granted pursuant to this ordinance, is unlawful and shall constitute a violation of this ordinance.¹¹

(C) Each Day a Separate Offense

Each day that a violation continues shall constitute a separate and distinct violation or offense.

(D) Responsible Persons/Entities

Any *person* who erects, constructs, reconstructs, alters (whether actively or passively), or fails to erect, construct, reconstruct, alter, repair or maintain any structure, SCM, *engineered stormwater control*, practice, or condition in violation of this ordinance shall be subject to the remedies, penalties, and/or enforcement actions in accordance with this section. *Persons* subject to the remedies and penalties set forth herein may include any architect, engineer, builder, contractor, *developer*, agency, or any other *person* who participates in, assists, directs, creates, causes, or maintains a condition that results in or constitutes a violation of this ordinance, or fails to take appropriate action, so that a violation of this ordinance results or persists; or an *owner*, any tenant or occupant, or any other *person*, who has control over, or responsibility for, the use or *development* of the property on which the violation occurs.

For the purposes of this article, responsible *person(s)* shall include but not be limited to:

¹¹ From Town of Apex Unified Development Ordinance.

(1) Person Maintaining Condition Resulting In or Constituting Violation

An architect, engineer, builder, contractor, *developer*, agency, or any other *person* who participates in, assists, directs, creates, causes, or maintains a condition that constitutes a violation of this ordinance, or fails to take appropriate action, so that a violation of this ordinance results or persists.

(2) Responsibility For Land or Use of Land

The *owner* of the land on which the violation occurs, any tenant or occupant of the property, any *person* who is responsible for stormwater controls or practices pursuant to a private agreement or public document, or any *person*, who has control over, or responsibility for, the use or *development* of the property.

502 REMEDIES AND PENALTIES

The remedies and penalties provided for violations of this ordinance, whether civil or criminal, shall be cumulative and in addition to any other remedy provided by law, and may be exercised in any order.

(A) Remedies

(1) Withholding of Certificate of Occupancy

The Stormwater Administrator or other authorized agent may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site and served by the stormwater practices in question until the applicant or other responsible *person* has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.

(2) Disapproval of Subsequent Permits and Development Approvals

As long as a violation of this ordinance continues and remains uncorrected, the Stormwater Administrator or other authorized agent may deny the issuance of certificate of occupancy or deny the issuance of any improvement permit for the site served by the stormwater practices in question until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.

(3) Injunction, Abatements, etc.

The Stormwater Administrator, with the written authorization of the County Manager, may institute an action in a court of competent jurisdiction for a mandatory or prohibitory injunction and order of abatement to correct a violation of this ordinance. Any *person* violating

this ordinance shall be subject to the full range of equitable remedies provided in the General Statutes or at common law.

(4) Correction as Public Health Nuisance, Costs as Lien, etc.

If the violation is deemed dangerous or prejudicial to the public health or public safety and is within the geographic limits prescribed by N.C.G.S. 160A-193, the Stormwater Administrator, with the written authorization of the County Manager, may cause the violation to be corrected and the costs to be assessed as a lien against the property.

(5) Stop Work Order

The Stormwater Administrator may issue a stop work order to the *person(s)* violating this ordinance. A copy of the order shall be delivered to the holder of the *development* permit and to the *owner* of the property involved (if that person is not the holder of the *development* permit) by personal delivery, electronic delivery, or first-class mail. The stop work order shall remain in effect until the *person* has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein. The stop work order may be withdrawn or modified to enable the *person* to take the necessary remedial measures to cure such violation or violations.

(B) Civil Penalties

The Stormwater Administrator may assess a civil penalty against any *person* who violates any provision of this ordinance or of a permit or other requirement pursuant to this ordinance. Civil penalties may be assessed up to the full amount of penalty authorized by N.C.G.S. 143-215.6A.

(C) Criminal Penalties

Violation of this ordinance may be enforced as a criminal matter under North Carolina law.

501 PROCEDURES

(A) Initiation/Complaint

Whenever a violation of this ordinance occurs, or is alleged to have occurred, any *person* may file a written complaint. Such complaint shall state fully the alleged violation and the basis thereof, and shall be filed with the Stormwater Administrator, who shall record the complaint. The complaint shall be investigated promptly by the Stormwater Administrator.

(B) Inspection

The Stormwater Administrator shall have the authority, upon presentation of proper credentials, to enter and inspect any land, building, structure, or premises to ensure compliance with this ordinance.

(C) Notice of Violation and Order to Correct

When the Stormwater Administrator finds that any building, structure, or land is in violation of this ordinance, the Stormwater Administrator shall notify, in writing, the property *owner* and the holder of the development permit or other *person* violating this ordinance. The notification shall indicate the nature of the violation, contain the address or other description of the site upon which the violation is occurring, order the necessary action to abate the violation, and give a deadline for correcting the violation. If civil penalties are to be assessed, the notice of violation shall also contain a statement of the civil penalties to be assessed, the time of their accrual, and the time within which they must be paid or be subject to collection as a debt.

The Stormwater Administrator may deliver the notice of violation and correction order by any means authorized for the service of documents by Rule 4 of the North Carolina Rules of Civil Procedure.

If a violation is not corrected within a reasonable period of time, as provided in the notification, the Stormwater Administrator may take appropriate action under this ordinance to correct and abate the violation and to ensure compliance with this ordinance.

(D) Extension of Time

A *person* who receives a notice of violation and correction order, or the *owner* of the land on which the violation occurs, may submit to the Stormwater Administrator a written request for an extension of time for correction of the violation. On determining that the request includes enough information to show that the violation cannot be corrected within the specified time limit for reasons beyond the control of the *person* requesting the extension, the Stormwater Administrator may extend the time limit as is reasonably necessary to allow timely correction of the violation, up to, but not exceeding ninety (90) days. The Stormwater Administrator may grant thirty (3) day extensions in addition to the foregoing extension if the violation cannot be corrected within the permitted time due to circumstances beyond the control of the *person* violating this ordinance. The Stormwater Administrator may grant an extension only by written notice of extension. The notice of extension shall state the date prior to which correction must be made, after which the violator will be subject to the penalties described in the notice of violation and correction order.

(E)Enforcement After Time to Correct

After the time has expired to correct a violation, including any extension(s) if authorized by the Stormwater Administrator, the Stormwater Administrator shall determine if the violation is corrected. The Stormwater Administrator may act to impose one or more of the remedies and penalties authorized by this ordinance whether or not the violation has been corrected.

(F) Emergency Enforcement

If delay in correcting a violation would seriously threaten the effective enforcement of this ordinance or pose an immediate danger to the public health, safety, or welfare, then the Stormwater Administrator may order the immediate cessation of a violation. Any *person* so ordered shall cease any violation immediately. The Stormwater Administrator may seek immediate enforcement, without prior written notice, through any remedy or penalty authorized by this article.

SECTION 6: DEFINITIONS

601 TERMS DEFINED

When used in this Ordinance, the following words and terms shall have the meaning set forth in this section, unless other provisions of this Ordinance specifically indicate otherwise.

Approved accounting tool

The most recent version of the accounting tool for calculating *nutrient* loading and reduction approved by the *Division* for the relevant geography and development type under review.

Built-upon area (BUA)

Means the same as defined in N.C.G.S. 143-214.7(b2).

Commission

The North Carolina Environmental Management Commission, in the *Department*.

Department

The North Carolina Department of Environmental Quality.

Design Manual

The State Stormwater Design Manual approved by the Department for the proper implementation of the State Minimum Design Criteria for engineered stormwater controls. All references herein to the *Design Manual* are to the latest published edition or revision.¹² [Change this definition to a local Design Manual if one is in use, provided that the local Design Manual provides instructions for proper implementation of State Minimum Design Criteria for engineered stormwater controls.]

Developer

Means the same as defined in N.C.G.S. 160D-102(11).

Development

Means the same as defined in N.C.G.S. 143-214.7(a1)(1).

Development approval

Means the same as defined in N.C.G.S. 160D-102(13).

Division

The Division of Water Resources in the *Department*.

Existing development

Means the same as defined in NCGS 143-214.7(a1).

¹² Adapted from North Georgia M.O.

Engineered stormwater control

A physical device designed to trap, settle out, filter, or otherwise remove pollutants from stormwater runoff; to alter or reduce stormwater runoff velocity, amount, timing, or other characteristics; to approximate the pre-*development* hydrology on a developed site; or to achieve any combination of these goals. *Engineered stormwater control* includes physical practices such as constructed wetlands, vegetative practices, vegetated conveyances, filter strips, grassed swales, and other methods installed or created on real property. "Engineered stormwater control" is synonymous with "structural practice," "Primary SCM," "stormwater control facility," "stormwater control practice," "stormwater treatment practice," "stormwater management practice," "stormwater control measures," "structural stormwater treatment systems," and similar terms used in this ordinance. It is a broad term that may include practices that do not require design by a professionally licensed engineer.

Land disturbing activity

Means the same as defined in 15A NCAC 02B .0202(33).

Larger common plan of development or sale

Means the same as defined in 15A NCAC 02H .1002(8).

Load

Means the mass quantity of a nutrient or pollutant released into surface waters over a given time period. Load in this ordinance refers to pounds of *nitrogen* or *phosphorus* per year.

Loading rate

Means the mass quantity of a nutrient or pollutant released from a given area into surface waters over a given time period. Loading rate in this ordinance refers to pounds of *nitrogen* or *phosphorus* per acre per year.

Major variance

A variance that is not a "minor variance" as that term is defined in this Rule. For provisions in this ordinance that are more stringent than the state's minimum water supply protection rules and Neuse | Tar-Pamlico rules, a variance to this ordinance is not considered a major variance as long as the result of the variance is not less stringent than the state's minimum requirements.¹³

Minimum Design Criteria

Means the same as defined in 15A NCAC 02H .1002(24).

Minor variance

A variance from the minimum Neuse | Tar-Pamlico Stormwater rules that results in the relaxation of up to 10 percent of any vegetated setback, density, or minimum lot size requirement applicable to low density development, or the relaxation of up to

¹³ From 15A NCAC 02B .0621(14) with modification to apply to specific watershed Rules.

five percent of any vegetated setback, density, or minimum lot size requirement applicable to high density development. For variances to a vegetated setback requirement, the percent variation shall be calculated using the footprint of built-upon area proposed to encroach within the vegetated setback divided by the total area of vegetated setback within the project.

Nitrogen

Means *total nitrogen* unless specified otherwise.

Nutrient, Nutrients

Means the combination of *total nitrogen* and *total phosphorus*.

1-year, 24-hour storm

Means the same as defined in 15A NCAC 02H .1002(30).

Outfall

A point at which stormwater (1) enters surface water or (2) exits the property of a particular *owner*.

Owner

The legal or beneficial owner of land, including but not limited to a mortgagee or vendee in possession, receiver, executor, trustee, or long-term or commercial lessee, or any other *person* or entity holding proprietary rights in the property or having legal power of management and control of the property. "Owner" shall include long-term commercial tenants; management entities, such as those charged with or engaged in the management of properties for profit; and every *person* or entity having joint ownership of the property. A secured lender not in possession of the property does not constitute an owner, unless the secured lender is included within the meaning of "owner" under another description in this definition, such as a management entity.

Parcel

Means the same as *project* in this list of definitions.

Permanent nutrient offset credits

Means the same as defined in 15A NCAC 02B .0701(38).

Person

Means the same as defined in N.C.G.S. 143-212(4).

Phosphorus

Means total *phosphorus* unless specified otherwise.

Primary SCM

Means the same as defined in 15A NCAC 02H .1002(37).

Project

Means the same as defined in 15A NCAC 02H .1002(38).

Redevelopment

Means the same as defined in N.C.G.S. 143-214.7(a1)(2).

Runoff treatment

Means the same as defined in 15A NCAC 02H .1002(43).

Runoff volume match

Means the same as defined in 15A NCAC 02H .1002(44).

Site Plan

A scaled drawing and supporting text showing the relationship between lot lines and the existing or proposed uses, buildings, or structures on the lot. The *site plan* may include site-specific details such as building areas, building height and floor area, setbacks from lot lines and street rights-of-way, intensities, densities, utility lines and locations, parking, access points, roads, and stormwater control facilities that are depicted to show compliance with all legally required development regulations that are applicable to the *project* and the *site plan* review. A *site plan* approval based solely upon application of objective standards is an administrative decision and a *site plan* approval based in whole or in part upon the application of standards involving judgment and discretion is a quasi-judicial decision. A *site plan* may also be approved as part of a conditional zoning decision.

Stormwater

Means the same as defined in N.C.G.S. 143-213(16a).

Stormwater system

All *engineered stormwater controls* and conveyances owned or controlled by a *person* that drain to the same *outfall*. A system may be made up of one or more *engineered stormwater controls*.

Subdivision

The division of land for the purpose of sale or development as specified in G.S. 160D-802.

Substantial progress

For the purposes of determining whether sufficient progress has been made on an approved plan, one or more of the following construction activities toward the completion of a *site plan* or *subdivision* plan shall occur: obtaining a grading permit and conducting grading activity on a continuous basis and not discontinued for more than thirty (30) days; or installation and approval of on-site infrastructure; or obtaining a building permit for the construction and approval of a building foundation. “Substantial progress” for purposes of determining whether an approved plan is null and void is not necessarily the same as “substantial expenditures” used for determining vested rights pursuant to applicable law.¹⁴

¹⁴ Adapted from Town of Cary Land Development Ordinance.

Total nitrogen

Means the sum of the organic, nitrate, nitrite, and ammonia forms of *nitrogen* in water.

Total phosphorus

Means the sum of the orthophosphate, polyphosphate, and organic forms of *phosphorus* in water.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Leslie Atkinson

SECONDER: JoAnne Daniels

AYES: Rob Boyette, Leslie Atkinson, JoAnne Daniels, Roger Lucas,
 Sherry Lucas, Michael Wetherington

Ms. Jennifer Lantz, Economic Development Council Director, presented a DOT Right of Way Resolution for the Board's consideration.

(See document on following page)

RESOLUTION FOR TRANSFER OF REAL PROPERTY TO NC DOT FOR RIGHT OF WAY

WHEREAS, Wilson County is developing an industrial park known as the Campus at 587 for the recruitment of new industries to Wilson County; and

WHEREAS, it in the best interest of the successful development of the property that North Carolina Department of Transportation (“NC DOT”) have additional right of way along the currently existing northerly right of way line of NC Highway 58; and

WHEREAS, it is in the best interest of the County and the citizens of Wilson County for the County to convey additional right of way to NC DOT prior to future development of the property; and

WHEREAS, N.C.G.S. 153-176 and 160A-274(b) authorize the transfer of real property interests by counties to other governmental entities, with or without consideration.

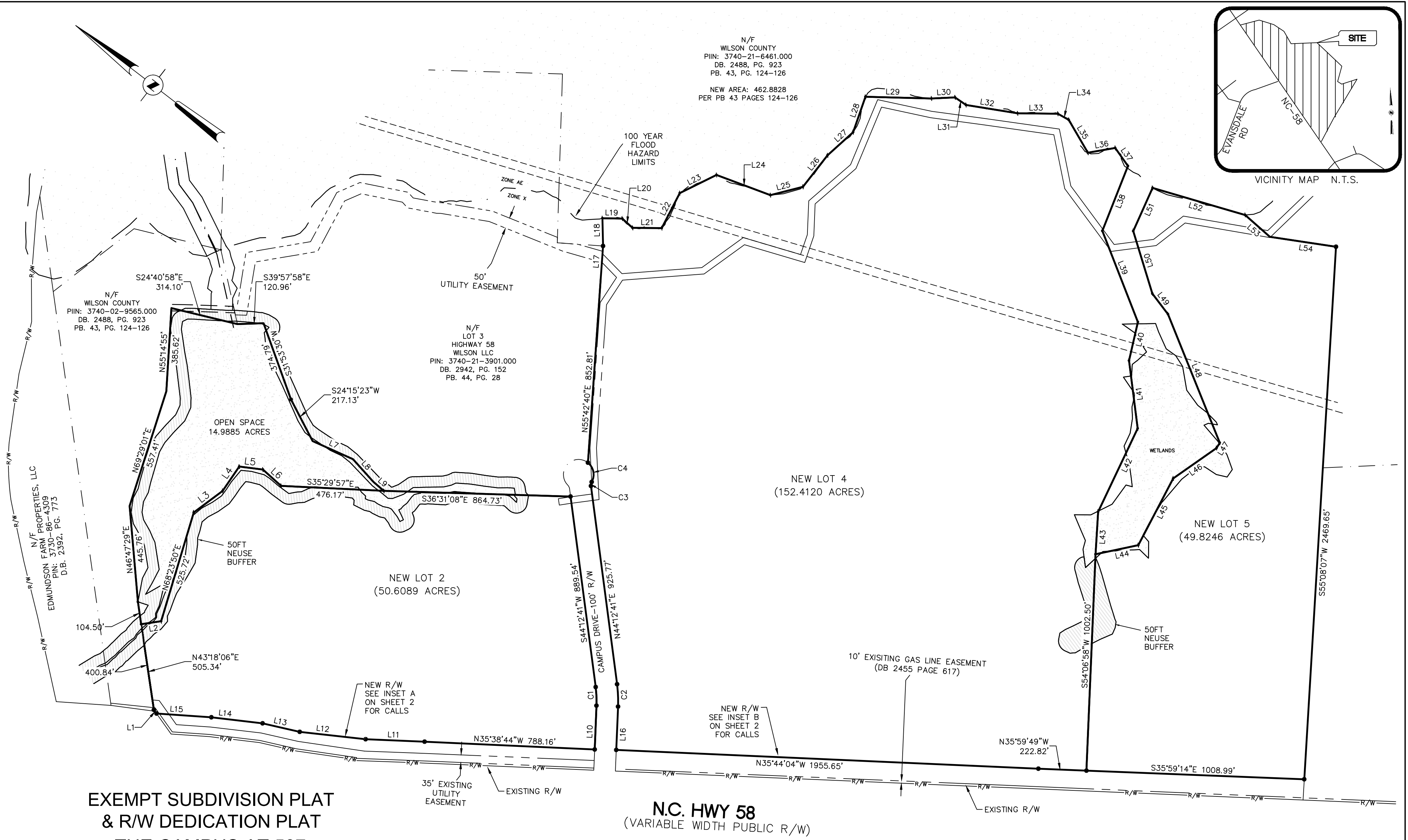
NOW THEREFORE, the Board of Commissioners finds that it is in the best interest of the County and the citizens of Wilson County to transfer its interests in the additional right of way shown in Exhibit A and lying between the existing right of way of NC Highway 58 (labeled r/w on Exhibit A) and the new southerly boundary of the Campus at 587 property to NC DOT without consideration, but with the deed retaining rights of Wilson County and the City of Wilson to maintain existing utilities installed on, in, or under such property as is conveyed to NC DOT.

BE IT RESOLVED that the transfer of its interests in the additional right of way shown in Exhibit A and lying between the existing right of way (labeled “r/w” on Exhibit A) and the new southerly boundary of the Campus at 587 property to NC DOT without consideration, but with the deed retaining rights of Wilson County and the City of Wilson to maintain existing utilities installed on, in, or under such property as is conveyed to NC DOT is hereby authorized; FURTHER, the Chairman, the County Manager, and the County Attorney are authorized and directed to prepare, sign, and deliver such documents as may be required complete such transfer.

Adopted this 3rd day of June, 2024.

EXHIBIT A

W:\WLED\23147\Survey\23-147 - BM - RW Dedication.dwg Last Plotted by GARY BALDWIN for Green Engineering on Tuesday, May 28, 2024 ###



EXEMPT SUBDIVISION PLAT
& R/W DEDICATION PLAT
THE CAMPUS AT 587

PROPERTY OF
CITY OF WILSON
LOCATED IN

CITY OF WILSON
MAY 28, 2024

WILSON COUNTY, NC
SCALE: 1" = 300'



GREEN ENGINEERING

NC FIRM LICENSE: P-0115
WATER, WASTEWATER, SURVEYING, PLANNING, PROJECT MANAGEMENT
303 GOLDSBORO ST. EAST, P.O. BOX 609 WILSON, N.C. 27893
TEL (252) 237-5365 FAX (252) 243-7489 office@greeneng.com

SHEET 1 OF 3

N.C. HWY 58
(VARIABLE WIDTH PUBLIC R/W)

PRELIMINARY - NOT FOR SALES,
RECORDATION OR CONVEYANCES

LEGEND	
	RIGHT OF WAY
	OLD RIGHT OF WAY
	PROPERTY LINE
	WOODLINE
	SEWER MANHOLES
	POWER POLE
	COMPUTED POINT
	NEW IRON PIPE
	EXISTING IRON PIPE
	DEED BOOK
	PLAT BOOK
	PAGE
	EXISTING IRON PIN
	NOT TO SCALE
	NOW OR FORMERLY

SEE SHEET 3 FOR LINE & CURVE TABLES, NOTES AND CERTIFICATES

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Wetherington
SECONDER:	Roger Lucas
AYES:	Rob Boyette, Leslie Atkinson, JoAnne Daniels, Roger Lucas, Sherry Lucas, Michael Wetherington

Ms. Jennifer Lantz, Economic Development Council Director, presented the Economic Incentive for Pamlico Air for the Board's consideration.

**RESOLUTION AUTHORIZING APPROPRIATIONS AND EXPENDITURES
FOR THE PURPOSE OF ECONOMIC DEVELOPMENT
BY APPROPRIATING FUNDS TO PAMLICO AIR, INC**

WHEREAS, the Local Development Act of 1925 authorizes cities and counties to make appropriations for the purposes of aiding and encouraging the location of manufacturing enterprises, making industrial surveys and locating industrial and commercial plants in the county; and

WHEREAS, Pamlico Air, Inc. will, at its sole cost and expense, make an approximate \$4,000,000 investment in Wilson County, North Carolina in years 2021 through 2023; and

WHEREAS, said expansion will increase the tax base in Wilson County and Pamlico Air, Inc. will employ approximately 100 full time jobs with benefits at an average annual wage of \$34,000; and

WHEREAS, Pamlico Air, Inc. has requested Wilson County and the City of Wilson to assist it with economic development incentives; and

WHEREAS, Pamlico Air, Inc. will receive a three (3) year economic incentive not exceeding a total of \$90,000, to be paid to Pamlico Air, Inc. annually over three (3) years and based on its investment in real and personal property in each of those years. The annual incentive payments cannot exceed the total real and personal property taxes paid in any given year. If Pamlico Air, Inc. challenges the tax values of its real or personal property of the above-described company investment, or if the company fails to hire/retain and pay its employees as stated above, the incentive package will be voided; and

WHEREAS, the investment must be listed on the company's real and personal property tax listing and taxes paid prior to the payment of each incentive payment and Pamlico Air, Inc. will request the County Manager to issue a check after paying its taxes each year and until a total of \$90,000 has been paid; and

WHEREAS, Wilson County and the City of Wilson have approved payment of this incentive in the amount of \$30,000 annually with the City and County sharing equally in the joint payment of the incentive; and

WHEREAS, a public hearing has been duly noticed, advertised and held as required by North Carolina General Statute, Section 158-7.1; and

WHEREAS, the Wilson County Board of Commissioners desires to authorize the appropriations and expenditures described above as said appropriations and expenditures will increase the population, taxable property, and business prospects of Wilson County as contemplated by General Statute, Section 158-7.1 of the North Carolina General Statutes.

NOW, THEREFORE, be it resolved by the Wilson County Board of Commissioners that:

1. The Board of Commissioners does hereby authorize, approve, and appropriate the second of three (3) annual appropriations of \$15,000 to Pamlico Air, Inc. up to, but not exceeding, the sum of \$45,000 beginning with \$15,000 in 2023 as economic incentives for the purpose of assisting Pamlico Air, Inc., Wilson, North Carolina for economic development purposes, and on the terms and conditions described above.

2. The funds are to be appropriated from the Economic Development line item of the Wilson County budget of the 2023-2024 fiscal year.

DULY ADOPTED this 3rd day of June 2024.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Roger Lucas
SECONDER: JoAnne Daniels
AYES: Rob Boyette, Leslie Atkinson, JoAnne Daniels, Roger Lucas,
 Sherry Lucas, Michael Wetherington

Ms. Jennifer Lantz, Economic Development Council Director, presented the Economic Incentive for PLACON for the Board's consideration.

**RESOLUTION AUTHORIZING APPROPRIATIONS AND EXPENDITURES
FOR THE PURPOSE OF ECONOMIC DEVELOPMENT
BY APPROPRIATING FUNDS TO PLACON**

WHEREAS, the Local Development Act of 1925 authorizes cities and counties to make appropriations for the purposes of aiding and encouraging the location of manufacturing enterprises, making industrial surveys, and locating industrial and commercial plants in the county; and

WHEREAS, PLACON will, at its sole cost and expense, make an approximate \$5,500,000 investment in Wilson County, North Carolina in years 2022 through 2023; and

WHEREAS, said expansion will increase the tax base in Wilson County and PLACON will employ approximately 135 full time jobs with benefits at an annual average wage of \$39,520; and

WHEREAS, PLACON has requested Wilson County and the City of Wilson to assist it with economic development incentives; and

WHEREAS, PLACON will receive a three (3) year economic incentive not exceeding a total of \$96,000, to be paid to PLACON annually based on its investment in real and personal property in each of those years. The annual incentive payments cannot exceed the total real and personal property taxes paid in any given year. If PLACON challenges the tax values of its real or personal property of the above-described company investment, or if the company fails to hire/retain and pay its employees as stated above, the incentive package will be voided; and

WHEREAS, the investment must be listed on the company's real and personal property tax listing and taxes paid prior to the payment of each incentive payment and PLACON will request the County Manager to issue a check after paying its taxes each year and until a total of \$96,000 has been paid; and

WHEREAS, Wilson County and the City of Wilson have approved payment of this incentive in the amount of \$32,000 annually with the City and County sharing equally in the joint payment of the incentive; and

WHEREAS, a public hearing has been duly noticed, advertised, and held as required by North Carolina General Statute, Section 158-7.1; and

WHEREAS, the Wilson County Board of Commissioners desires to authorize the appropriations and expenditures described above as said appropriations and expenditures will increase the population, taxable property, and business prospects of Wilson County as contemplated by General Statute, Section 158-7.1 of the North Carolina General Statutes.

NOW, THEREFORE, be it resolved by the Wilson County Board of Commissioners that:

1. The Board of Commissioners does hereby authorize, approve, and appropriate the first of three appropriations to PLACON for the sum of \$16,000 for economic development purposes, and on the terms and conditions described above.
3. The funds are to be appropriated from the Economic Development line item of the Wilson County budget of the 2023-2024 fiscal year.

DULY ADOPTED this 3rd day of June 2024.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	JoAnne Daniels
SECONDER:	Michael Wetherington
AYES:	Rob Boyette, Leslie Atkinson, JoAnne Daniels, Roger Lucas, Sherry Lucas, Michael Wetherington

Ms. Jennifer Lantz, Economic Development Council Director, presented a Resolution for Extension of Loan to Wilson County Properties for the Board's consideration.

RESOLUTION

WHEREAS, Wilson County Properties, Inc. borrowed the sum of \$1,780,000 from Wilson County as evidenced by that Loan Agreement and Promissory Note dated December 5, 2023; and

WHEREAS, the balance under the Promissory Note is due on before June 30, 2024; and

WHEREAS, Wilson County Properties, Inc. has requested that Wilson County agree to extend the due date for payment of said note to August 31, 2024, and Wilson County has agreed to do so.

RESOLVED, that the due date of the payment due under the Promissory Note from Wilson County Properties, Inc. to Wilson County dated December 5, 2023, is hereby extended to August 31, 2024. The County Manager is hereby authorized to execute and deliver the Modification Agreement attached hereto.

This 3rd day of June 2024.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Leslie Atkinson
SECONDER:	Roger Lucas
AYES:	Rob Boyette, Leslie Atkinson, JoAnne Daniels, Roger Lucas, Sherry Lucas, Michael Wetherington

Mr. Crawford Bolton, Tax Administrator, presented the May 2024 Refunds in Excess of \$100 for the Board's consideration.

NAME	REASON	AMOUNT
CARTERET COUNTY TAX DEPT	CHANGE OF COUNTY	\$347.24
DEW, SAMMIE JERALD	NCVTS-TAG SURRENDER	\$252.42
EDMONDS, RONNIE DALE	NCVTS-TAG SURRENDER	\$334.24
ESAKKIMUTHU, MOHAN	NCVTS-TAG SURRENDER	\$157.55
ESTATE OF RALPH CLYDE SMITH	NCVTS-TAG SURRENDER	\$313.58
FAISON, BRANDON TERRELL	NCVTS-TAG SURRENDER	\$134.81
GRANT, JON ERIC	NCVTS-TAG SURRENDER	\$380.54
HARRIS LAWN CARE INC	NCVTS-TAG SURRENDER	\$195.34
HARRIS, JEFFREY ALAN	NCVTS-TAG SURRENDER	\$259.96
PAPPAS, CHRISTOPHER		
NICHOLAS	NCVTS-TAG SURRENDER	\$874.87
SANLAR ENTERPRISES INC	NCVTS-TAG SURRENDER	\$229.32
SCOTT, RICHARD DAVID	NCVTS-TAG SURRENDER	\$140.76
WILLIAMS, ISAAC WILLIE III	NCVTS-TAG SURRENDER	\$276.55
WINBOURNE, LARRY THOMAS	NCVTS-TAG SURRENDER	\$161.82
WOOTEN, TYSON HARRELL	NCVTS-TAG SURRENDER	\$293.90

RESULT: ADOPTED [UNANIMOUS] MOVER: Sherry Lucas SECONDER: JoAnne Daniels AYES: Rob Boyette, Leslie Atkinson, JoAnne Daniels, Roger Lucas, Sherry Lucas, Michael Wetherington

Mr. Crawford Bolton, Tax Administrator, presented the April 2024 Collections Report for the Board's information.

(See document on following page)

APRIL 2024 TAX COLLECTION REPORT

Prepared on MAY 1, 2024

C- COUNTY WIDE TAX YEAR 2022 COLLECTED JULY 1, 2022 - JUNE 30, 2023	
CURRENT YEAR LEVY	
BEGINNING LEVY	\$ 51,809,193.55
YTD ADDITIONS	\$ 3,047,429.41
YTD DISC AND RELEASES	<u>\$ (2,455,786.24)</u>
ADJUSTED LEVY	\$ 52,400,836.72
 CURRENT YEAR COLLECTIONS	
YTD CURRENT PAYMENTS	\$ 51,599,405.96
YTD PRIOR PAYMENTS	\$ 559,068.66
CURRENT INTEREST	\$ 143,070.45
PRIOR INTEREST	\$ 114,762.50
DISCOVERIES TAX	<u>\$ 105,321.30</u>
NET COLLECTIONS	\$ 52,416,307.57
 CURRENT YTD RECEIVABLES	
ADJUSTED LEVY	\$ 52,400,836.72
(CURRENT YEAR COLLECTIONS)	<u>\$ (51,599,405.96)</u>
YTD CURRENT RECEIVABLES	\$ 801,430.76
 ALL YTD RECEIVABLES	
TOTAL LEVY	\$ 51,189,657.22
(TOTAL COLLECTIONS)	<u>\$ (48,717,135.58)</u>
YTD TOTAL RECEIVABLES	\$ 2,472,521.64
 COLLECTIONS PERCENTAGE FOR TOTAL LEVY	 <u>98.47%</u>

C- COUNTY WIDE TAX YEAR 2022 COLLECTED APRIL 1, 2023 THRU APRIL 30, 2023	
CURRENT YEAR LEVY	
BEGINNING LEVY	\$ 51,809,193.55
YTD ADDITIONS	\$ 3,047,386.45
YTD DISC AND RELEASES	<u>\$ (2,453,987.64)</u>
ADJUSTED LEVY	\$ 52,402,592.36
 CURRENT YEAR COLLECTIONS	
YTD CURRENT PAYMENTS	\$ 51,338,207.66
YTD PRIOR PAYMENTS	\$ 452,420.59
CURRENT INTEREST	\$ 106,016.12
PRIOR INTEREST	\$ 109,802.23
DISCOVERIES TAX	<u>\$ 61,767.96</u>
NET COLLECTIONS	\$ 52,068,214.56
 CURRENT YTD RECEIVABLES	
ADJUSTED LEVY	\$ 52,402,592.36
(CURRENT YEAR COLLECTIONS)	<u>\$ (51,338,207.66)</u>
YTD CURRENT RECEIVABLES	\$ 1,064,384.70
 ALL YTD RECEIVABLES	
TOTAL LEVY	\$ 54,911,465.76
(TOTAL COLLECTIONS)	<u>\$ (51,850,845.81)</u>
YTD TOTAL RECEIVABLES	\$ 3,060,619.95
 COLLECTIONS PERCENTAGE FOR TOTAL LEVY	 <u>97.97%</u>

C- COUNTY WIDE TAX YEAR 2023 COLLECTED APRIL 1, 2024 THRU APRIL 30, 2024	
CURRENT YEAR LEVY	
BEGINNING LEVY	\$ 52,987,724.53
YTD ADDITIONS	\$ 2,412,554.85
YTD DISC AND RELEASES	<u>\$ (1,357,016.05)</u>
ADJUSTED LEVY	\$ 54,043,263.33
 CURRENT YEAR COLLECTIONS	
YTD CURRENT PAYMENTS	\$ 52,496,584.35
YTD PRIOR PAYMENTS	\$ 501,746.23
CURRENT INTEREST	\$ 11,655.37
PRIOR INTEREST	\$ 144,119.76
DISCOVERIES TAX	<u>\$ 26,748.68</u>
NET COLLECTIONS	\$ 53,180,854.39
 CURRENT YTD RECEIVABLES	
ADJUSTED LEVY	\$ 54,043,263.33
(CURRENT YEAR COLLECTIONS)	<u>\$ (52,496,584.35)</u>
YTD RECEIVABLES	\$ 1,546,678.98
 ALL YTD RECEIVABLES	
TOTAL LEVY	\$ 56,467,564.80
(TOTAL COLLECTIONS)	<u>\$ (53,023,461.95)</u>
YTD RECEIVABLES	\$ 3,444,102.85
 COLLECTIONS PERCENTAGE FOR TOTAL LEVY	 <u>97.14%</u>

Mr. Angel Landrau, Financial Services Director, presented the Monthly Financial Report for FY 23-24 for the Board's information.

(See document on following page)



Monthly Financial Report April 2024

Account	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Budget - YTD Transactions	Prior Year YTD
Fund 10 - GENERAL FUND						
Fund 10 - GENERAL FUND Totals						
REVENUE TOTALS	80,517,848.00	6,819,705.00	87,337,553.00	2,874,270.36	24,292,282.87	60,055,877.36
EXPENSE TOTALS	80,517,848.00	6,819,705.00	87,337,553.00	6,536,230.20	18,598,211.94	57,353,061.15
Fund 10 - GENERAL FUND Totals	\$0.00	\$0.00	\$0.00	(\$3,661,959.84)	\$5,694,070.93	\$2,702,816.21
Fund 11 - WILSON COUNTY PUBLIC LIBRARY						
Fund 11 - WILSON COUNTY PUBLIC LIBRARY Totals						
REVENUE TOTALS	2,903,822.00	871,337.00	3,775,159.00	17,558.55	891,816.65	2,880,249.26
EXPENSE TOTALS	2,903,822.00	871,337.00	3,775,159.00	581,536.43	769,319.10	2,081,199.36
Fund 11 - WILSON COUNTY PUBLIC LIBRARY Totals	\$0.00	\$0.00	\$0.00	(\$563,977.88)	\$122,497.55	\$799,049.90
Fund 12 - DEPARTMENT OF SOCIAL SERVICES						
Fund 12 - DEPARTMENT OF SOCIAL SERVICES Totals						
REVENUE TOTALS	31,348,980.00	2,649,085.00	33,998,065.00	834,846.95	15,585,259.25	16,000,419.95
EXPENSE TOTALS	31,348,980.00	2,649,085.00	33,998,065.00	2,204,780.96	10,938,803.86	20,380,605.55
Fund 12 - DEPARTMENT OF SOCIAL SERVICES Totals	\$0.00	\$0.00	\$0.00	(\$1,369,934.01)	\$4,646,455.39	(\$4,380,185.60)
Fund 13 - EMERGENCY TELEPHONE SYSTEM FUND						
Fund 13 - EMERGENCY TELEPHONE SYSTEM FUND Totals						
REVENUE TOTALS	515,118.00	121,650.00	636,768.00	53,974.86	395,032.35	259,458.43
EXPENSE TOTALS	515,118.00	121,650.00	636,768.00	10,738.57	270,714.57	129,713.26
Fund 13 - EMERGENCY TELEPHONE SYSTEM FUND Totals	\$0.00	\$0.00	\$0.00	\$43,236.29	\$124,317.78	\$129,745.17

Fund **14 - WILSON CO. PUBLIC HEALTH**

Fund **14 - WILSON CO. PUBLIC HEALTH** Totals

REVENUE TOTALS	8,951,402.00	978,367.00	9,929,769.00	414,658.21	3,311,236.32	7,688,950.76
EXPENSE TOTALS	8,951,402.00	978,367.00	9,929,769.00	640,037.35	2,994,765.82	6,842,693.47

Fund 14 - WILSON CO. PUBLIC HEALTH Totals	\$0.00	\$0.00	\$0.00	(\$225,379.14)	\$316,470.50	\$846,257.29
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Fund **20 - COMMUNITY DEV. BLOCK GRANTS**

Fund **20 - COMMUNITY DEV. BLOCK GRANTS** Totals

REVENUE TOTALS	.00	385,000.00	385,000.00	.00	41,054.81	41,504.72
EXPENSE TOTALS	.00	385,000.00	385,000.00	.00	41,054.81	87,887.00

Fund 20 - COMMUNITY DEV. BLOCK GRANTS Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$46,382.28)
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Fund **21 - TRANSPORTATION**

Fund **21 - TRANSPORTATION** Totals

REVENUE TOTALS	829,074.00	1,308,027.00	2,137,101.00	38,474.09	1,261,605.45	363,520.93
EXPENSE TOTALS	829,074.00	1,308,027.00	2,137,101.00	181,043.69	730,995.76	669,629.86

Fund 21 - TRANSPORTATION Totals	\$0.00	\$0.00	\$0.00	(\$142,569.60)	\$530,609.69	(\$306,108.93)
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Fund **22 - REVALUATION RESERVE FUND**

Fund **22 - REVALUATION RESERVE FUND** Totals

REVENUE TOTALS	164,095.00	299,525.00	463,620.00	.00	299,525.00	135,000.00
EXPENSE TOTALS	164,095.00	299,525.00	463,620.00	.00	.00	466,489.74

Fund 22 - REVALUATION RESERVE FUND Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$299,525.00	(\$331,489.74)
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Fund **24 - SOLID WASTE DISTRICT**

Fund **24 - SOLID WASTE DISTRICT** Totals

REVENUE TOTALS	2,377,446.00	69,000.00	2,446,446.00	22,638.75	779,899.97	1,598,816.91
EXPENSE TOTALS	2,377,446.00	69,000.00	2,446,446.00	140,514.17	946,680.55	1,216,754.15

Fund 24 - SOLID WASTE DISTRICT Totals	\$0.00	\$0.00	\$0.00	(\$117,875.42)	(\$166,780.58)	\$382,062.76
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Fund **25 - FINANCIAL ASSURANCE RESERVE FUND**

Fund **25 - FINANCIAL ASSURANCE RESERVE FUND** Totals

REVENUE TOTALS	107,500.00	500.00	108,000.00	.00	108,000.00	.00
EXPENSE TOTALS	107,500.00	500.00	108,000.00	3,753.79	13,144.39	56,128.54

Fund 25 - FINANCIAL ASSURANCE RESERVE FUND Totals	\$0.00	\$0.00	\$0.00	(\$3,753.79)	\$94,855.61	(\$56,128.54)
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Fund **26 - SOLID WASTE OPERATIONS**

Fund **26 - SOLID WASTE OPERATIONS** Totals

REVENUE TOTALS	2,288,954.00	147,251.00	2,436,205.00	170,130.63	970,606.78	(129,843.19)
EXPENSE TOTALS	2,288,954.00	147,251.00	2,436,205.00	120,907.51	720,598.56	1,139,469.68

Fund 26 - SOLID WASTE OPERATIONS Totals	\$0.00	\$0.00	\$0.00	\$49,223.12	\$250,008.22	(\$1,269,312.87)
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Fund **27 - LIBRARY DONATION FUND**

Fund **27 - LIBRARY DONATION FUND** Totals

REVENUE TOTALS	2,000.00	6,165.00	8,165.00	.00	6,505.00	6,371.00
EXPENSE TOTALS	2,000.00	6,165.00	8,165.00	954.98	532.27	193.21

Fund 27 - LIBRARY DONATION FUND Totals	\$0.00	\$0.00	\$0.00	(\$954.98)	\$5,972.73	\$6,177.79
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Fund **28 - VOLUNTEER FIRE DISTRICTS**

Fund **28 - VOLUNTEER FIRE DISTRICTS** Totals

REVENUE TOTALS	3,334,542.00	30,000.00	3,364,542.00	11,049.84	686,436.07	2,513,547.77
EXPENSE TOTALS	3,334,542.00	30,000.00	3,364,542.00	33,407.91	697,485.92	2,472,519.19

Fund 28 - VOLUNTEER FIRE DISTRICTS Totals	\$0.00	\$0.00	\$0.00	(\$22,358.07)	(\$11,049.85)	\$41,028.58
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Fund **30 - DEBT SERVICE FUND**

Fund **30 - DEBT SERVICE FUND** Totals

REVENUE TOTALS	2,809,782.00	1,577,272.00	4,387,054.00	.00	(898,474.15)	993,026.62
EXPENSE TOTALS	2,809,782.00	1,577,272.00	4,387,054.00	.00	394,707.54	2,458,671.39

Fund 30 - DEBT SERVICE FUND Totals	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,293,181.69)	(\$1,465,644.77)
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Fund **31 - DSS REPRESENTATIVE PAYEE**

Fund **31 - DSS REPRESENTATIVE PAYEE** Totals

REVENUE TOTALS	90,000.00	.00	90,000.00	.00	28,823.38	72,988.82
EXPENSE TOTALS	90,000.00	.00	90,000.00	.00	22,402.36	58,688.05

Fund 31 - DSS REPRESENTATIVE PAYEE Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$6,421.02	\$14,300.77
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Fund **32 - HOSPITAL SELF-INSURANCE**

Fund **32 - HOSPITAL SELF-INSURANCE** Totals

REVENUE TOTALS	8,500,000.00	.00	8,500,000.00	675,716.24	1,810,848.09	6,078,714.09
EXPENSE TOTALS	8,500,000.00	.00	8,500,000.00	705,667.79	2,386,706.56	6,313,853.83

Fund 32 - HOSPITAL SELF-INSURANCE Totals	\$0.00	\$0.00	\$0.00	(\$29,951.55)	(\$575,858.47)	(\$235,139.74)
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Fund 33 - FINES & FORFEITURE

Fund 33 - FINES & FORFEITURE Totals						
REVENUE TOTALS	440,000.00	.00	440,000.00	44,095.50	165,125.05	312,912.95
EXPENSE TOTALS	440,000.00	.00	440,000.00	44,095.50	141,676.93	339,608.75
Fund 33 - FINES & FORFEITURE Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$23,448.12	(\$26,695.80)

Fund 35 - DEED OF TRUST

Fund 35 - DEED OF TRUST Totals						
REVENUE TOTALS	60,000.00	.00	60,000.00	3,651.80	26,581.00	35,067.20
EXPENSE TOTALS	60,000.00	.00	60,000.00	3,875.00	28,051.40	33,473.80
Fund 35 - DEED OF TRUST Totals	\$0.00	\$0.00	\$0.00	(\$223.20)	(\$1,470.40)	\$1,593.40

Fund 37 - OPIOID SETTLEMENT

Fund 37 - OPIOID SETTLEMENT Totals						
REVENUE TOTALS	335,789.00	831,764.00	1,167,553.00	281,349.12	303,642.13	379,803.59
EXPENSE TOTALS	335,789.00	831,764.00	1,167,553.00	109,975.00	786,341.86	.00
Fund 37 - OPIOID SETTLEMENT Totals	\$0.00	\$0.00	\$0.00	\$171,374.12	(\$482,699.73)	\$379,803.59

Fund 38 - ARP GRANT

Fund 38 - ARP GRANT Totals						
REVENUE TOTALS	.00	5,888,886.00	5,888,886.00	.00	5,888,886.00	7,944,442.50
EXPENSE TOTALS	.00	5,888,886.00	5,888,886.00	.00	5,888,886.00	.00
Fund 38 - ARP GRANT Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,944,442.50

Fund 39 - ECONOMIC DEV PROJECTS

Fund 39 - ECONOMIC DEV PROJECTS Totals						
REVENUE TOTALS	.00	1,780,000.00	1,780,000.00	.00	1,780,000.00	3,986.04
EXPENSE TOTALS	.00	1,780,000.00	1,780,000.00	.00	.00	846,715.50
Fund 39 - ECONOMIC DEV PROJECTS Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$1,780,000.00	(\$842,729.46)

Fund 40 - ECONOMIC DEVELOPMENT

Fund 40 - ECONOMIC DEVELOPMENT Totals						
REVENUE TOTALS	3,179,500.00	.00	3,179,500.00	.00	.00	3,098,475.00
EXPENSE TOTALS	3,179,500.00	.00	3,179,500.00	873,345.76	869,486.09	2,492,203.27
Fund 40 - ECONOMIC DEVELOPMENT Totals	\$0.00	\$0.00	\$0.00	(\$873,345.76)	(\$869,486.09)	\$606,271.73

Fund **42 - SOUTHWEST DISTRICT CONSTRUCTION**

Fund **42 - SOUTHWEST DISTRICT CONSTRUCTION** Totals

REVENUE TOTALS	.00	7,056,513.00	7,056,513.00	.00	6,913,059.00	.00
EXPENSE TOTALS	.00	7,056,513.00	7,056,513.00	.00	6,549,880.00	99,183.00

Fund 42 - SOUTHWEST DISTRICT CONSTRUCTION Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$363,179.00	(\$99,183.00)
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Fund **43 - CAPITAL RESERVE**

Fund **43 - CAPITAL RESERVE** Totals

REVENUE TOTALS	1,000,000.00	.00	1,000,000.00	.00	.00	.00
EXPENSE TOTALS	1,000,000.00	.00	1,000,000.00	.00	1,000,000.00	.00

Fund 43 - CAPITAL RESERVE Totals	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,000,000.00)	\$0.00
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Fund **44 - PUBLIC BUILDINGS**

Fund **44 - PUBLIC BUILDINGS** Totals

REVENUE TOTALS	.00	5,378,742.00	5,378,742.00	.00	5,378,742.00	5,871,508.28
EXPENSE TOTALS	.00	5,378,742.00	5,378,742.00	120.00	4,353,710.53	415,852.45

Fund 44 - PUBLIC BUILDINGS Totals	\$0.00	\$0.00	\$0.00	(\$120.00)	\$1,025,031.47	\$5,455,655.83
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Fund **48 - SCHOOL CAPITAL PROJECTS**

Fund **48 - SCHOOL CAPITAL PROJECTS** Totals

REVENUE TOTALS	.00	5,761,037.00	5,761,037.00	.00	7,367,504.77	7,857,779.36
EXPENSE TOTALS	.00	5,761,037.00	5,761,037.00	645,489.79	3,452,982.66	11,770,380.71

Fund 48 - SCHOOL CAPITAL PROJECTS Totals	\$0.00	\$0.00	\$0.00	(\$645,489.79)	\$3,914,522.11	(\$3,912,601.35)
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Fund **51 - SOLID WASTE CAPITAL PROJECTS**

Fund **51 - SOLID WASTE CAPITAL PROJECTS** Totals

REVENUE TOTALS	.00	45,500.00	45,500.00	.00	45,500.00	1,633,736.00
EXPENSE TOTALS	.00	45,500.00	45,500.00	.00	.00	1,370,593.20

Fund 51 - SOLID WASTE CAPITAL PROJECTS Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$45,500.00	\$263,142.80
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Fund **55 - SHERIFF DEBT COLLECTION**

Fund **55 - SHERIFF DEBT COLLECTION** Totals

REVENUE TOTALS	.00	.00	.00	.00	(65,230.02)	62,772.94
EXPENSE TOTALS	.00	.00	.00	.00	(68,474.02)	60,264.94

Fund 55 - SHERIFF DEBT COLLECTION Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$3,244.00	\$2,508.00
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Fund **56 - JAIL INMATE FUND**

Fund **56 - JAIL INMATE FUND** Totals

REVENUE TOTALS	.00	.00	.00	.00	(430,359.35)	403,619.16
EXPENSE TOTALS	.00	.00	.00	.00	(419,769.13)	401,980.50

Fund 56 - JAIL INMATE FUND Totals	\$0.00	\$0.00	\$0.00	\$0.00	(\$10,590.22)	\$1,638.66
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Fund **58 - MUNICIPAL TAX**

Fund **58 - MUNICIPAL TAX** Totals

REVENUE TOTALS	.00	.00	.00	220,085.11	(29,161,132.32)	29,228,990.28
EXPENSE TOTALS	.00	.00	.00	542,463.26	(29,476,063.01)	29,275,431.08

Fund 58 - MUNICIPAL TAX Totals	\$0.00	\$0.00	\$0.00	(\$322,378.15)	\$314,930.69	(\$46,440.80)
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Fund **63 - WATER DISTRICT DEBT**

Fund **63 - WATER DISTRICT DEBT** Totals

REVENUE TOTALS	505,313.00	.00	505,313.00	.00	382,656.74	127,756.26
EXPENSE TOTALS	505,313.00	.00	505,313.00	.00	382,656.74	127,756.26

Fund 63 - WATER DISTRICT DEBT Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Fund **64 - SOUTHEAST WATER DISTRICT W2**

Fund **64 - SOUTHEAST WATER DISTRICT W2** Totals

REVENUE TOTALS	1,398,656.00	318,918.00	1,717,574.00	117,045.00	573,571.45	1,020,064.00
EXPENSE TOTALS	1,398,656.00	318,918.00	1,717,574.00	89,605.13	905,567.19	1,093,775.01

Fund 64 - SOUTHEAST WATER DISTRICT W2 Totals	\$0.00	\$0.00	\$0.00	\$27,439.87	(\$331,995.74)	(\$73,711.01)
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Fund **65 - SOUTHWEST WATER DISTRICT W1**

Fund **65 - SOUTHWEST WATER DISTRICT W1** Totals

REVENUE TOTALS	1,943,561.00	171,948.00	2,115,509.00	168,605.25	455,391.96	1,645,514.39
EXPENSE TOTALS	1,943,561.00	171,948.00	2,115,509.00	105,713.36	1,174,803.90	787,506.61

Fund 65 - SOUTHWEST WATER DISTRICT W1 Totals	\$0.00	\$0.00	\$0.00	\$62,891.89	(\$719,411.94)	\$858,007.78
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Grand Totals

REVENUE TOTALS	153,603,382.00	42,496,192.00	196,099,574.00	5,948,150.26	49,194,396.25	158,185,031.38
EXPENSE TOTALS	153,603,382.00	42,496,192.00	196,099,574.00	13,574,256.15	35,095,861.15	150,842,282.51

Grand Totals	\$0.00	\$0.00	\$0.00	(\$7,626,105.89)	\$14,098,535.10	\$7,342,748.87
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Budget Amendment - From Federal, State and Local	40,092,179.00
Budget Amendment - Non Profit - Farm Fest October	2,000.00
Budget Amendment - Library - Additional Security Expenses	87,170.00
Budget Amendment - Sheriff - Inmate Care	160,000.00
Budget Amendment - Frederick Douglas - Demolition	1,776,847.00
Budget Amendment - EMS - Ambulance	312,840.00
Budget Amendment - Economic Develop - Employer Concierge Pilot	42,500.00
Budget Amendment - Use funds from AEPF reserve - ROD	22,656.00
	2,404,013.00
Total Budget Amendments thru April 2024.	42,496,192.00

7) OLD BUSINESS

8) OTHER MATTERS

Surplus of 2 vehicles from Sheriff's Office

2012 Dodge Charger - 2C3CDXAT6CH172444 (102,200 miles)

2016 Dodge Charger - 2C3CDXAT4GH313100 (133,843 miles)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sherry Lucas
SECONDER:	Michael Wetherington
AYES:	Rob Boyette, Leslie Atkinson, JoAnne Daniels, Roger Lucas, Sherry Lucas, Michael Wetherington

9) COMMITTEE REPORTS

Appointment considerations for June 2024

Wilson County ABC Board

- Reappoint Erin Day

Wilson County Adult Care Community Advisory Board

- Reappoint Alma Battle
- Reappoint Betty Boykin
- Reappoint Cynthia Jones
- Reappoint Hilda Joyner

Wilson County Board of Health

- Reappoint Dr. Matthew Aldrich
- Reappoint Catherine Melin

Wilson Community College Board of Trustees

- Reappoint Charles Murphy

Turning Point Workforce Development

- Reappoint Stephen Feamster
- Reappoint Jimmie Lucas
- Reappoint Rob Holsten

Wilson County Planning Board

- Reappoint Charles Farris, Jr.

Wilson County Juvenile Crime Prevention Council

- Reappoint Dr. Ben Williams
- Reappoint Tanyanika Wiggins
- Reappoint Kate Webb
- Reappoint Judi Thurston
- Reappoint Cotina Thorne
- Reappoint Michelle Spencer
- Reappoint Candice Rountree
- Reappoint Melissa Reese
- Reappoint Terri Proctor
- Reappoint Jordan Phillips
- Reappoint Shannon Nichols
- Reappoint Dr. David Moody
- Reappoint Christopher Lusby
- Reappoint Jeff Hill
- Reappoint Richard Groskin
- Reappoint S. D'nella Gay
- Reappoint Joseph Edgar Brown, III
- Reappoint Beverly Boyette
- Reappoint Commissioner Leslie Atkinson

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roger Lucas
SECONDER:	JoAnne Daniels
AYES:	Rob Boyette, Leslie Atkinson, JoAnne Daniels, Roger Lucas, Sherry Lucas, Michael Wetherington

10) CHAIRMAN'S REPORT

Chairman Boyette reminded Commissioners of the NCACC Annual Conference in August which will be held in Forsyth County.

11) MANAGER'S REPORT

12) CONCERNS OF THE PUBLIC CONDUCTED BY THE CODE OF CONDUCT

Mr. Jonathan Varnell read a letter that was submitted to the Wilson Times regarding the removal of the memorial monument and asked Commissioners about the next steps to move the monument to a different prominent location.

13) CLOSED SESSION ITEMS

Closed Session - Economic Development

N.C.G.S. 143-318(a)(4)

To discuss matters relating to the location or expansion of businesses in the area served by this body.

Commissioner S. Lucas made a motion to enter Closed Session.

Commissioner Daniels seconded the motion.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sherry Lucas
SECONDER:	JoAnne Daniels
AYES:	Rob Boyette, Leslie Atkinson, JoAnne Daniels, Roger Lucas, Sherry Lucas, Michael Wetherington

Commissioner Atkinson made a motion to come out of Closed Session.

Commissioner Wetherington seconded the motion.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Leslie Atkinson
SECONDER:	Roger Lucas
AYES:	Rob Boyette, Leslie Atkinson, JoAnne Daniels, Roger Lucas, Sherry Lucas, Michael Wetherington

While in Closed Session, Commissioners heard from Jennifer Lantz, Economic Development Council Director. No action was taken.

Closed Session - Personnel

N.C.G.S. 143-318.11 (a)(6)

To consider the qualifications, competence, performance, condition of appointment of a public officer or employee or prospective public officer or employee.

Commissioner R. Lucas made a motion to enter Closed Session.

Commissioner S. Lucas seconded the motion.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roger Lucas
SECONDER:	Sherry Lucas
AYES:	Rob Boyette, Leslie Atkinson, JoAnne Daniels, Roger Lucas, Sherry Lucas, Michael Wetherington

Commissioner Daniels made a motion to come out of Closed Session.

Commissioner S. Lucas seconded the motion.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	JoAnne Daniels
SECONDER:	Sherry Lucas
AYES:	Rob Boyette, Leslie Atkinson, JoAnne Daniels, Roger Lucas, Sherry Lucas, Michael Wetherington

While in Closed Session, Commissioners discussed the performance evaluation of the Tax Administrator. No action was taken.

While in Open Session, County Manager, Ron Hunt, discussed with the Board of Commissioners that he, staff and the Facilities Committee have been looking at options for a future tax facility. A recent study from Oakley Collier Architects gave an estimate of \$4 million to build a new facility with 10,000+ square feet. A vacant former Wells Fargo bank building on Ward Boulevard fits the footprint of and service needs of what a tax facility would need. The county has the tax value at \$1.9 million. Mr. Hunt asked the Board to consider allowing the county to make an offer of \$2 million for this facility. There would be a due diligence payment of \$50,000 and the building needs to be inspected thoroughly during this time.

After questions and discussions, each Commissioner expressed their support to allow the County Manager, attorney, and staff to proceed with this offer.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roger Lucas
SECONDER:	Leslie Atkinson
AYES:	Rob Boyette, Leslie Atkinson, JoAnne Daniels, Roger Lucas, Sherry Lucas, Michael Wetherington

14) ADJOURNMENT

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	JoAnne Daniels
SECONDER:	Sherry Lucas
AYES:	Rob Boyette, Leslie Atkinson, JoAnne Daniels, Roger Lucas, Sherry Lucas, Michael Wetherington



WILSON COUNTY GOVERNMENT BOARD OF COMMISSIONERS
JUNE 20, 2024 – 1:00 PM
ADMINISTRATIVE CONFERENCE ROOM
WILSON COUNTY GOVERNMENT CENTER

SPECIAL PUBLIC HEARING

1) CALL TO ORDER

Attendee Name	Title	Status
Rob Boyette	Chair (District 5)	Present
Leslie Atkinson	Vice Chair (District 1)	Present
JoAnne Daniels	District 3	Present
Chris Hill	District 6	Absent
Roger Lucas	District 4	Present
Sherry Lucas	District 2	Present
Michael Wetherington	District 7	Present

2) PUBLIC HEARING

Conduct Public Hearing to consider conveyance of real estate in the Campus at 587 Industrial Park

Chairman Boyette called the Public Hearing to order.

Mr. Stephen Beaman, County Attorney, presented a Resolution Approving Option Agreement and Authorizing Sale of Property in the Campus at 587 Industrial Park. The property contains 152.4383 developable acres, more or less, together with the Lowlands Property containing 89.5760 acres, more or less. The total purchase price is \$5,335,351.00.

Chairman Boyette called for Public Comment.

There being none, the Public Hearing was closed.

**RESOLUTION APPROVING OPTION AGREEMENT
AND AUTHORIZING SALE OF PROPERTY IN THE CAMPUS
AT 587 INDUSTRIAL PARK**

WHEREAS, the Local Development Act of 1925, NCGS 158-7.1, authorizes cities and counties to own and develop industrial parks for the purposes of aiding and encouraging the location of manufacturing enterprises, making industrial surveys, and locating industrial and commercial projects in the county; and

WHEREAS, Wilson County is the record owner of property described in Book 2488, page 923, and Plat Book 38, page 274, Wilson County Register of Deeds which is being developed as an industrial park to aid in recruitment for manufacturing, industrial, and commercial purposes to expand manufacturing, industry, commercial development for job creation in Wilson County ("the Campus at 587"); and

WHEREAS, the Wilson County Manager signed an Option Agreement with "Project Guard" giving it an option to purchase Lot 3 (as then configured on recorded or proposed maps) in the Campus at 587 containing 161.3 acres, more or less, ("the Property") for \$35,000.00 per acre substantially on the terms and conditions set forth in the Option Agreement; and

WHEREAS, the Option Agreement was amended by that First Amendment to Option Agreement dated March 25, 2024 (collectively "the Option Agreement") to provide, among other revisions, that potential wetlands property labeled on the map described hereafter as New Lot 4 Flood Zone ("Lowlands Property") along the northwesterly side of the developable area of the Property, will also be conveyed for additional consideration of \$1.00; and

WHEREAS, the Option Agreement and Amendments have been shared with and reviewed by the Board and they contain terms requiring final approval by the Board for them to become finally binding on Wilson County; and

WHEREAS, the County Staff, County Attorney, and the Executive Director of the Wilson Economic Development Council have continued to work with Project Guard and it has now exercised its Option to purchase the Property as currently configured and designated or to be designated on maps as New Lot 4 consisting of 152.4383 developable acres, more or less, and also the Lowlands Property containing 89.5760 acres, more or less; and

WHEREAS, the Board finds that the Intended Use of the Property is for development and construction of a facility for Project Guard, which has now been publicly identified as SCHOTT North America, Inc. and the Board has determined the probable average hourly wage to be paid to workers by the business to be located at the Property; and

WHEREAS, the Board finds that the fair market value of the Property to be conveyed is at least \$35,000 per acre and the Lowlands Property is at least \$1.00 if conveyed as part of the Property; and

WHEREAS, a successful sale upon exercise of the Option Agreement described herein will increase the tax base in Wilson County and increase employment in Wilson County with full-time jobs; and

WHEREAS, after proper notice containing a description of the interest to be conveyed, the value of the interest, the proposed consideration of the conveyance and the intention of the Board to

approve the conveyance, a public hearing has been conducted by the Board of Commissioners on the sale of the Property; and

WHEREAS, the Board of Commissioners has imposed usual and customary covenants and restrictions on the entire Campus at 587 property to assure the development of that property for use as an industrial park and certain amendments to such covenants may be appropriate for the development of the Property which should be prepared by the County Manager, in consultation with the County Attorney, the Executive Director of the Wilson County Economic Development Council and SCHOTT North America, Inc.; and

WHEREAS, the Board desires to give final approval for the Option Agreement as amended and authorization for the sale of the Property and the Lowlands Property to SCHOTT North America, Inc. on the terms contained in the Option Agreement; and

WHEREAS, the Wilson County Board of Commissioners desires to give all necessary authority to the County Manager and the Chairman of the Board of Commissioners pursuant to Section 158-7.1 of the North Carolina General Statutes to complete the transactions described herein.

NOW, THEREFORE, be it resolved by the Wilson County Board of Commissioners that:

1. The Option Agreement dated September 15, 2023 as amended by the First Amendment to Option Agreement dated March 25, 2024 is hereby approved and authorized by the Board and the signing of same by the County Manager is hereby finally approved and authorized as the action of the County; and
2. The sale of New Lot 4 in the Campus at 587 consisting of 152.4383 developable acres, more or less, for \$35,000 per acre and the Lowlands Property consisting of 89.5760 acres, more or less for a total of \$1.00, is hereby approved and authorized; and
3. The Chairman of the Board of Commissioners is authorized to sign a special warranty deed to convey New Lot 4 consisting of 152.4383 developable acres, more or less, and the Lowlands Property consisting of 89.5760 acres, more or less, in the Campus at 587 and to deliver such deed to SCHOTT North America, Inc. at the Closing of the transaction; and
4. The County Manager is authorized and directed to prepare, in consultation with the County Attorney, the Executive Director of the Wilson County Economic Development Council, and SCHOTT North America, Inc., any needed amendments to the covenants, conditions, and restrictions previously recorded for development of the entire property in the Campus at 587 as an industrial park which the Chairman and Clerk are hereby authorized to sign, with the same to be recorded before any conveyance of the Property and the Lowlands Property; and
5. The County Manager of Wilson County is authorized to sign such other documents as may be required to complete the sale of the Property as described herein.

DULY ADOPTED this 20th day of June, 2024.

DULY ADOPTED this 20th day June 2024.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	JoAnne Daniels
SECONDER:	Michael Wetherington
AYES:	Rob Boyette, Leslie Atkinson, JoAnne Daniels, Roger Lucas, Sherry Lucas, Michael Wetherington

3) ADJOURNMENT

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sherry Lucas
SECONDER:	Roger Lucas
AYES:	Rob Boyette, Leslie Atkinson, JoAnne Daniels, Roger Lucas, Sherry Lucas, Michael Wetherington

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: July 8, 2024

Item: **Mr. Tim Bilderback, Human Resources Director**, to present the Proclamations for the Wilson County Government Retirees.

Initiated By: Tim Bilderback, Human Resources Director

Action Proposed: Approve as presented

Description:

Barbara Cox	Detention Center	7 Years 8 Months
Tammy Bunn	Department of Social Services	14 Years 7 Months
John Jackson	Emergency Communications	23 Years

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: July 8, 2024

Item: Appointment of the Wilson County Tax Administrator, Mr. Crawford Bolton, is presented for the Board's consideration.

Initiated By: Ron Hunt, County Manager

Action Proposed: Approve appointment of the Tax Administrator for a two year term

Description:

Oath of Wilson County Tax Administrator

Based upon NCGS 105-295 and 105-349

Mr. Crawford Bolton will take his oath as Tax Administrator. Traditionally, this is a two year term. Ms. Melissa Worley, Clerk to the Board, will administer the oath.

I, Crawford Bolton, do solemnly swear (or affirm) that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Assessor and Tax Collector of Wilson County, North Carolina, and that I will not allow my actions as Assessor and Tax Collector to be influenced by personal or political friendships or obligations, so help me God.

Attachments:

[WILSON CO-RESOLUTION APPOINTING TAX ADM.docx](#)

RESOLUTION APPOINTING TAX ADMINISTRATOR

WHEREAS, Crawford Bolton presently serves as Wilson County's Tax Administrator, serving as both the Assessor and Tax Collector for Wilson County; and

WHEREAS, Mr. Bolton's term expires June 30, 2024, and the County needs to fill the position; and

WHEREAS, the Board of Commissioners is satisfied with the performance of Mr. Bolton in his position and desires to re-appoint him to that position.

NOW, THEREFORE, the Board of Commissioners does hereby re-appoint Crawford Bolton as Tax Administrator for Wilson County, to serve both as its Assessor and its Tax Collector, for a term of two years beginning July 1, 2024.

This 8th day of July, 2024.

Rob Boyette, Chairman

Melissa Worley, Clerk to the Board

(SEAL)

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: July 8, 2024

Item: **Mr. Ronnie Ford, Water Services Director**, to present the Recommendations and Resolutions of Awards for the Southwest Water District Yank Road Booster Pump Station Placement and Buckhorn Pressure Zone Water System Extensions for the Board's consideration.

Initiated By: Ronnie Ford, Water Services Director

Action Proposed: Approve as presented

Attachments:

[22-026 - Recommendation of Award Ltr - VUR-D-ARP-0038.pdf](#)

[22-026 - Resolution of Tentative Award - VUR-D-ARP-0038.pdf](#)

[22-027 - Recommendation of Award Ltr - VUR-D-ARP-0064.pdf](#)

[22-027 - Resolution of Tentative Award - VUR-D-ARP-0064 \(002\).pdf](#)

June 14, 2024

Wilson County
Post Office Box 1728
Wilson, North Carolina 27893

Attention: Mr. Ron Hunt
County Manager

SUBJECT: **Recommendation of Award**
County of Wilson – Southwest Water District
Yank Road Booster Pump Station Replacement
& Town of Lucama Interconnection
Project No.: VUR-D-ARP-0038
Wilson County, North Carolina
PN: 22-026

Dear Mr. Hunt:

Bids were received and publicly read aloud on June 13, 2024 at 10:00 AM at the Wilson County Government Center for the above referenced project. Enclosed for your review is a copy of the certified bid tabulation of the bids received. Based on the bids received, we recommend award of the contract to the low bidder as follows:

A.C. Schultes of Carolina, Inc.
354 Sawdust Road
Rocky Point, North Carolina 28457
Phone: 910-285-7465
Bid Amount: \$1,433,613.00

Should you have any questions regarding this information, please do not hesitate to call me.

Respectfully,

A handwritten signature in blue ink that reads "Thomas Dienes".

Thomas Dienes, P.E.

Enclosures: As Stated

RESOLUTION OF TENTATIVE AWARD

WHEREAS, the County of Wilson – Southwest Water District has received bids, pursuant to duly advertised notice therefore, for construction of the Yank Road Booster Pump Station Replacement & Town of Lucama Interconnection project, DWI Project No. VUR-D-ARP-0038, and

WHEREAS, Green Engineering P.L.L.C., Consulting Engineers have reviewed the bids; and

WHEREAS, A.C. Schultes of Carolina, Inc. was the lowest bidder with a total price of \$1,433,613, and

WHEREAS, the Consulting Engineers recommend **TENTATIVE AWARD** to the lowest responsible bidder, A.C. Schultes of Carolina, Inc.

NOW, THEREFORE, BE IT RESOLVED that TENTATIVE AWARD is made to the lowest responsible bidder, A.C. Schultes of Carolina, Inc. for the work in the amount of \$1,433,613.00.

BE IT FURTHER RESOLVED that such TENTATIVE AWARD be contingent upon the approval of the North Carolina Department of Environmental Quality.

Upon motion of _____, seconded by _____, the above **RESOLUTION** was unanimously adopted.

This is __ day of _____, 2024.

Rob Boyette, Chairman

Attest:

Melissa Worley, Clerk to the Board

(Seal)

June 14, 2024

Wilson County
Post Office Box 1728
Wilson, North Carolina 27893

Attention: Mr. Ron Hunt
County Manager

SUBJECT: **Recommendation of Award**
County of Wilson – Southwest Water District
Buckhorn Pressure Zone
Water System Extensions
Project No.: VUR-D-ARP-0064
Wilson County, North Carolina
PN: 22-027

Dear Mr. Hunt:

Bids were received and publicly read aloud on June 13, 2024 at 10:30 AM at the Wilson County Government Center for the above referenced project. Enclosed for your review is a copy of the certified bid tabulation of the bids received. Based on the bids received, we recommend award of the contract to the low bidder as follows:

Herring-Rivenbark, Inc.
415 Central Avenue
Kinston, North Carolina 28504
Phone: 252-527-2549
Bid Amount: \$3,996,375.60

Should you have any questions regarding this information, please do not hesitate to call me.

Respectfully,

A handwritten signature in blue ink that reads "Thomas Dienes".

Thomas Dienes, P.E.

Enclosures: As Stated

RESOLUTION OF TENTATIVE AWARD

WHEREAS, the County of Wilson – Southwest Water District has received bids, pursuant to duly advertised notice therefore, for construction of the Buckhorn Pressure Zone – Water System Extensions project, DWI Project No. VUR-D-ARP-0064, and

WHEREAS, Green Engineering P.L.L.C., Consulting Engineers have reviewed the bids; and

WHEREAS, Herring-Rivenbark, Inc. was the lowest bidder with a total price of \$3,996,375.60, and

WHEREAS, the Consulting Engineers recommend **TENTATIVE AWARD** to the lowest responsible bidder, Herring-Rivenbark, Inc.

NOW, THEREFORE, BE IT RESOLVED that TENTATIVE AWARD is made to the lowest responsible bidder, Herring-Rivenbark, Inc. for the work in the amount of \$3,996,375.60.

BE IT FURTHER RESOLVED that such TENTATIVE AWARD be contingent upon the approval of the North Carolina Department of Environmental Quality.

Upon motion of _____, seconded by _____, the above **RESOLUTION** was unanimously adopted.

This is __ day of _____, 2024.

Rob Boyette, Chairman

Attest:

Melissa Worley, Clerk to the Board

(Seal)

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: July 8, 2024

Item: **Mr. Ron Hunt, County Manager**, to present a Resolution Authorizing Execution of Kroger Opioid Settlement and Approving the Second Supplemental Agreement for Additional Funds for the Board's consideration.

Initiated By: Ron Hunt, County Manager

Action Proposed: Approve as presented

Attachments:

[SKM_C45824062023160.pdf](#)

**RESOLUTION BY THE COUNTY OF WILSON
AUTHORIZING EXECUTION OF KROGER OPIOID SETTLEMENT AND APPROVING
THE SECOND SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS**

WHEREAS, the opioid overdose epidemic has taken the lives of more than 37,000 North Carolinians since 2000; and

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, a settlement has been reached in litigation against the Kroger Co. (“Kroger”) as well as its subsidiaries, affiliates, officers, and directors named in the Kroger Settlement; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Second Supplemental Agreement for Additional Funds (SAAF-2) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF-2, the state and local governments maximize North Carolina’s share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Wilson County and its residents, to sign onto the settlements and SAAF-2 and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the SAAF-2 directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Wilson County hereby authorizes the County Manager or County Attorney to execute all documents necessary to enter into opioid settlement agreements with Kroger, to execute the SAAF-2, and to provide such documents to Rubris, the Implementation Administrator.
Adopted this 8th day of July, 2024.

Rob Boyette, Chair
Wilson County Board of Commissioners

ATTEST:

Melissa Worley, Clerk to the Board

SEAL

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: July 8, 2024

Item: **Mr. Crawford Bolton, Tax Administrator**, to present a Tax Foreclosure Attorney agreement with Zacchaeus Legal Services for the Board's consideration

Initiated By: Crawford Bolton, Tax Administrator

Action Proposed: Approve agreement as presented.

Description:

This is a renewal of the Tax Foreclosure Attorney Agreement between the County of Wilson and Zacchaeus Legal Services.

Attachments:

[ZLS Agreement.pdf](#)

[ZLS Wilson County Fee Schedule FY 25 - FY 26.pdf](#)

TAX FORECLOSURE ATTORNEY AGREEMENT

This agreement, made and entered into this the ____ day of _____, 2024, by and between County of Wilson, hereinafter referred to as County, and Mark D. Bardill, P.C., a North Carolina professional corporation, trading as Zacchaeus Legal Services, hereinafter referred to as Attorney, shall be for the legal services to be provided for foreclosure actions on delinquent real property taxes due to the County, and to this end, the parties hereto make the following recitals:

W I T N E S S E T H:

WHEREAS, Attorney has in excess of thirty-five years of experience serving as Special Tax Attorney for the Counties of Onslow, Jones, Craven, Lenoir, Beaufort, Wilson, Warren, Chatham, Lee, Cabarrus, Scotland, Tyrrell, Forsyth, Iredell, Yadkin, Gates, Dare, Richmond, Washington, Catawba, Chowan, Guilford, Hertford, Pamlico, Northampton, Moore, Franklin, Perquimans, Robeson and the Towns of Jonesville, Wallace, Columbia, Rose Hill, Yadkinville, Dobbins Heights, Gibsonville, Plymouth, Hoffman, Farmville, Maxton, Roper, Hertford, Pembroke, Williamston, Ellerbe, Red Springs and the Cities of Lumberton and Laurinburg; and

WHEREAS, Attorney has served as the County's Special Tax Attorney since 2005 and during its service has collected considerable amounts of delinquent revenue at a very low cost, ensuring fairness to those taxpayers who pay their taxes on time and avoiding increases in the tax rate by collecting taxes that are already on the books; and

WHEREAS, tax foreclosure is a certain and special area of practice and any attorney who serves as a Special Tax Attorney must provide specially trained staff, must advance thousands of dollars in costs and must dedicate other resources in order to successfully complete the foreclosure assignments made to it; and

WHEREAS, to support these specially trained staff, advanced costs and other dedicated resources, Attorney needs to extend the contract with County to serve as its special tax attorney for a term of no less than two (2) years.

NOW, THEREFORE, for good and valuable consideration, and upon the agreements, conditions, and covenants found herein, the parties hereto agree as follows:

1. County shall retain Attorney to initiate foreclosure actions on all parcels with delinquent County taxes assigned to Attorney in batches of 10 parcels on or before the 1st day of every May, August, November and February during the term of this agreement, or at different intervals, upon mutual agreement of the parties hereto.

2. The Tax Collector shall provide to the Attorney the name of the delinquent taxpayer, the most recent address on file, the total delinquent taxes, including interest and penalties by year and a map of the parcel with its identification number. This information shall be in the form of a computer printout and GIS Map, with other information provided as available.

3. All related work and filing of foreclosure actions shall take place within one hundred eighty (180) calendar days from the date that the Tax Collector transmits the initial information outlined in Paragraph 2 above and the request for foreclosure to the Attorney; however, if for some reason, the foreclosure action is not filed within one hundred eighty (180) calendar days from the date of transmittal, Attorney shall submit a written statement to the Tax Collector as to the reason why the action has not been filed. If a Taxpayer tenders payment in full prior to the filing of the complaint, the Tax Collector must accept payment and no attorney fees are due from the Taxpayer. Provided, however, should the Tax Office fail to inform the Attorney that a parcel has been paid in full while Attorney continues to work on preparing the case for filing, then in that event the Tax Office shall pay Attorney the standard per parcel fee as set forth in Paragraph 6 (as reduced by Paragraph 9 and/or increased by Paragraph 10, if applicable), and all incurred expenses, copy charges, and the like, including but not limited to those set out in Paragraph 12, even though the case has not been filed.

4. The Attorney shall notify the Tax Collector, in writing, immediately upon the filing of a foreclosure complaint with the Office of the Clerk of Superior Court. Attorney and County acknowledge and agree that heretofore, the payment of the fee to file tax foreclosure cases in the Office of the Clerk of Superior Court and for in-County service by the Sheriff has been deferred pursuant to N.C.G.S. Section 105-374(i). Should the laws of North Carolina be changed so that payment of said fees can no longer be deferred or should the Clerk of Court of Wilson County or the Sheriff of Wilson County refuse to adhere to said statute, County agrees to immediately advance said fees upon request by Attorney.

5. The Attorney shall bring the foreclosure to conclusion within two years after filing said foreclosure action with the Clerk of Court's office; however, if for some reason, the foreclosure action is not concluded within two years of filing, Attorney shall submit a written statement to the Tax Collector as to the reason why the action has not been concluded.

6. The Attorney shall be compensated in each foreclosure action in accordance with procedures set forth in the North Carolina General Statutes, Chapter 105 as ordered by a District or Superior Court Judge, or as agreed between the instant Taxpayer and Attorney. Attorney shall be guaranteed compensation for foreclosure on each parcel in the amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) plus all incurred expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, and the like, including but not limited to those set out in Paragraph 12. Attorney shall be paid said compensation and incurred expenses upon redemption of the parcel from foreclosure or as part of the amount paid to purchase the property at sale. Notwithstanding any other provision in this Agreement, for any parcel for which the Attorney files for foreclosure on behalf of the County and on behalf of any municipal unit of government, or for which the Attorney ultimately represents the County and any municipal unit of government in a foreclosure initially filed on behalf of just one of those jurisdictions, including where the taxes of a municipality are placed in the hands of the County Tax Collector pursuant to NCGS Section 105-354, (hereinafter "joint representation"), the compensation guaranteed to Attorney shall be Two Thousand and 00/100 Dollars (\$2,000.00) plus all expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, and the like, including but not limited to those set out in Paragraph 12, the total amount of which is to be divided equally

between the County and each such municipality in which Attorney is also its Special Tax Attorney, and for those municipalities in which the County collects for the municipality pursuant to NCGS Section 105-354, as the interlocal agreement between the County and such municipality provides. If the Taxpayer applies to the District or Superior Court for determination of a reasonable attorney fee pursuant to the procedures set forth in the North Carolina General Statutes, Chapter 105, and the Court awards less than set forth herein per parcel, the County shall pay the balance of said compensation and incurred expenses within thirty (30) days of invoice.

County and Attorney agree that the attorney fee set out in this paragraph (as reduced by Paragraph 9 and/or increased by Paragraph 10, if applicable) plus all expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, and the like, including but not limited to those set out in Paragraph 12, as totaled, shall be the "attorney fee" as contemplated by NCGS Section 105-374(i) and that Attorney shall not apply to the Court for an amount higher than this amount without the consent of the County.

7. The Attorney shall use its best efforts to be appointed the Commissioner in the Order of Foreclosure, and upon public sale of such property pursuant to the Order of Foreclosure as provided for in Chapter 105, the Attorney shall be entitled to a Commissioner's Fee, plus incurred expenses, in accordance with the schedule provided for in Chapter 105, as ordered by the District or Superior Court and approved by the Clerk of Superior Court. County and Attorney acknowledge and agree that in past years an effort has been made in the North Carolina General Assembly to revise G.S. Section 105-374(i) to disallow the payment of the Commissioner's Fee under certain circumstances. If this effort results in an enacted bill during the term of this Agreement, County and Attorney agree to make reasonable amendments to this Agreement so as to avoid loss to Attorney. Nevertheless, to assist the County in collecting all taxes due without reduction by the amount of the Commissioner's Fee, the Attorney agrees that as Commissioner, it shall be paid only to the extent available after payment of all amounts so ordered in the Order of Foreclosure plus the expenses incurred by the Attorney to advertise and give proper notice of public sale of such property. To this end, these expenses shall be added to the amount of taxes, fees and costs as ordered in the Order of Foreclosure to determine the opening bid by the County for purchase of such property from local funds. For purposes of illustration, compare the examples below where a typical 5% commission would be appropriate in a foreclosure with \$2,500.00 of taxes, \$2,000.00 of attorney fees and costs and \$500.00 of advertising/notice of public sale expenses (Total without Commissioner's Fee \$5,000):

Example #1 - County as High Bidder @ \$5,000

In this example, the County is paid in full for the taxes and interest which have accrued to the date the Order of Foreclosure is entered, the Attorney is paid in full for the attorney fees and costs incurred to the date of the Order of Foreclosure, the expenses incurred by the Attorney to advertise and give proper notice of public sale are paid, but no Commissioner's Fee is paid.

Example #2 - Other High Bidder @ \$5,100

In this example, all amounts outlined in Example #1 are paid, plus \$100.00 of the \$255.00 5% Commissioner's Fee is paid.

Example #3 - Other High Bidder @ \$5,500

In this example, all amounts outlined in Example #1 are paid, the \$275.00 5% Commissioner's Fee is paid, and \$225.00 is paid to the Clerk to hold as surplus from the sale.

Should the County elect to open bidding in an amount less than all amounts so ordered in the Order of Foreclosure plus the expenses incurred by the Attorney to advertise and give proper notice of public sale of such property, the County shall pay the Attorney a fixed fee of one hundred fifty and 00/100 dollars (\$150.00) per upset bid filed in the Clerk's Office pursuant to NCGS Section 1-339.25 in all foreclosure sales and resales until such time as the bidding reaches the amount that would have been bid if the County had bid in the amount of all amounts so ordered in the Order of Foreclosure plus the expenses incurred by the Attorney to advertise and give proper notice of public sale of such property. The Attorney shall invoice the County for the total amount of all upset bid fees in connection with a sale or resale upon termination of the upset bid period for that sale or resale. Provided, however, in the case of joint representation, this fee shall not be doubled but shall be the total fee allowed per upset bid.

County and Attorney acknowledge that the Court appoints Attorney as Commissioner and that as Commissioner, Attorney must adhere to the directions of the Court and carry out its duties thereto and that Attorney's compliance with the orders of the Court and Attorney's duties to County as its Attorney do not create a conflict under the State's ethics provisions for lawyers, or if a conflict is created, County does hereby consent as it is fully informed and familiar with the process and understands where conflicts may occur, but nonetheless consents. County and Attorney also acknowledge that the attorney fee allowed under NCGS Section 105-374 and for which County agrees to guarantee to Attorney hereunder, covers the period of Attorney's services from the date suit is filed against a parcel through obtaining and serving the judgment authorizing its sale. County and Attorney further acknowledge that Attorney's services after the judgment is served through the date the Final Account is approved and served, are compensated solely through any commission that is authorized by the Court and paid from funds available from the purchase price but only in those cases in which the parcel actually sells to a third party bidder and for an amount that exceeds the amount of the taxes, fees and other costs allowed under NCGS Section 105-374. To this end, County and Attorney agree that County will not "pull" a parcel from sale after the judgment authorizing the sale is entered unless 1) County certifies in writing that all taxes, fees and costs allowed pursuant to NCGS Section 105-374 and this agreement, have been paid in full, or 2) County pays Commissioner the greater of one thousand \$1,000) dollars or five (5%) per cent of the full appraised value of the parcel as assessed by the Wilson County Tax Office for the current tax year or five (5%) per cent of the highest amount bid for the property. The purpose of this paragraph is to protect the Commissioner from being uncompensated for its services where a sale has been ordered by the Court.

8. If the Taxpayer files a petition in bankruptcy during the period any foreclosure action brought pursuant to this agreement is pending, the Tax Collector shall file, as part of its claim to the bankruptcy court, the fees, costs and expenses set forth herein, and shall pay Attorney the full amount of compensation and the incurred expenses to date within thirty (30) days of invoice. If the Taxpayer's petition is dismissed or a lift of the stay of bankruptcy court is obtained during the term of this agreement, Attorney agrees to proceed with the foreclosure and complete the remaining services due from it hereunder.

9. If the County assigns to the Attorney, in any one assignment, more than one parcel owned by the same Taxpayer or Taxpayer(s) and none other and encumbered by the same liens, the County's obligation to pay the compensation set forth in Paragraphs 6, 7 and 8 shall be based on the following per parcel charge: 2 to 5 parcels, the same amount as set forth above per parcel; 6 to 10 parcels, the same amount as set forth above less fifty (\$50.00) dollars per parcel, 11 or more parcels, the same amount as set forth above less one hundred (\$100.00) dollars per parcel, plus all costs and expenses. Provided, however, in the case of joint representation, such deductions shall not be doubled but shall be the total amount that the per parcel fee is reduced.

10. The Attorney shall not apply for fees over the amounts aforementioned except for unusual, novel, or difficult cases. County and Attorney acknowledge and agree that a major factor in such cases is a high number of parties as defendants or lienholders. To facilitate the efficient administration of this agreement as to such cases, without further review by the County and irrespective as to sole or joint representation of the County and its municipalities by Attorney, the following fee schedule shall apply according to the number of party defendants and lienholders involved:

16 - 20	\$3,375
21 - 25	\$4,312
26 - 30	\$5,250
31 - 35	\$6,187
36 - 40	\$7,125
41 – Over	Upon agreement with County on a case-by-case basis

In the event of an unusual, novel, or difficult case, other than those based purely upon the number of the parties involved, the County shall provide reasonable additional compensation for the extra time necessitated by the unusualness, novelty, or difficulty. Attorney shall notify the Tax Office for approval before taking on extraordinary time and expense so as to make such application for additional fees necessary.

11. The County shall pay to the Attorney a fixed fee of Four Hundred Fifty Dollars and 00/100 (\$450.00) if a parcel is recalled before suit is filed or the standard per parcel fee as set forth in Paragraph 6 (as reduced by Paragraph 9 and/or increased by Paragraph 10, if applicable) if a parcel is recalled after suit is filed plus all incurred expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, and the like, including but not limited to those set out in Paragraph 12, in the event of double listings, clerical, or other erroneous information provided by the Tax Collector to the Attorney, or legal, practical or administrative

problems discovered by the Attorney which result in legal impracticality or impossibility to effect proper collection remedies through foreclosure.

12. Costs, expenses, and the like, to the extent that they are ascertainable as of the time this Agreement is executed, are as follows: a) copies at \$.25 per copy for those made at Attorney=s office and as incurred by Attorney as to copies made elsewhere, *i.e.* register of deeds, clerk of court, *etc.*, with a minimum charge of \$.25 per copy, b) locator, obituary and genealogy tracing charges at the per item amount charged by the vendor providing the service, and if no per unit schedule is provided by the vendor, then at \$2.00 per inquiry made by Attorney, c) filing fees as set by statute, currently \$150 per suit, \$20 per notice filed, and \$15 per *alias & pluries* summons issued d) publication costs as incurred by Attorney according to the publishers= then current rate, e) service fees by certified and regular mail as set by the United States Postal Service, currently \$7.36 per envelope, plus digital mail service charge, f) service fees by North Carolina Sheriff as set by statute, currently \$30 per defendant/lienholder, and g) service fees by out of state service providers as set by that state=s statute.

13. To ensure that the proper amount of delinquent taxes, interest, fees and costs are collected, the Attorney and the Tax Collector shall verify with one another the amount due at the time when, and if, the Taxpayer satisfies the tax lien after the complaint is filed but prior to foreclosure.

14. All funds collected shall be paid to the Tax Collector and shall be paid in the form of cash, bank check or certified funds. County shall immediately inform Attorney of the receipt of any such funds and the parcel to which they pertain. Any part of any such funds that represent attorney fees, service fees, copy charges, postage, publication costs, filing fees, and the like, including but not limited to those set out in Paragraph 12, shall be remitted to Attorney as part of the next ensuing regular disbursement by the County Finance Office.

15. Subject to the terms below, Attorney shall be the sole and exclusive special tax foreclosure attorney for the County during the term of this agreement. County shall use its best efforts to assign all of its parcels with delinquent property taxes to Attorney pursuant to the terms hereof during the term of this Agreement.

16. Attorney's services hereunder are limited to the general prosecution of foreclosure actions to collect delinquent taxes assessed against real property located in the County, including title search services, document preparation, court appearances to obtain orders of foreclosure by default judgment, judgment on the pleadings, summary judgment, appearances as Commissioner to sell property at public sale, and negotiation with Taxpayers in settlement of such actions. Attorney's services hereunder do not include preparation of and response to discovery, preparation and court appearances for trial or appeal and the County shall provide all such legal services. The intent of this provision is to ensure that the overwhelming majority of Attorney's time, talent and advanced expenses is involved in the prosecution of delinquent real property taxes on a volume basis, and that any case that involves an extraordinary amount of effort, such as in the preparation of a case for trial, that the County Attorney or his designee shall be responsible for the continued prosecution of such case.

17. This agreement shall be for the period beginning July 1st, 2024 and terminating on June 30th, 2026. After the initial term set out above, this Agreement shall renew itself automatically for two-year terms, unless either party shall give written notice no less than 90 days prior to the end of the then current term. Upon renewal, there will be a seven (7%) per cent increase on all attorney fees set out hereunder. The intent of this provision regarding increases in attorney fees is to allow a three and one-half per cent (3 ½ %) annual increase for each year of the contract, made upon each renewal of the term of the agreement.

COUNTY:

County Manager

ATTEST:

Clerk

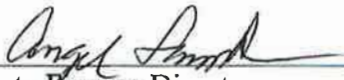
ATTORNEY:

President, Mark D. Bardill, P.C.

ATTEST:

Secretary

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



County Finance Director

WILSON COUNTY TAX FORECLOSURE ATTORNEY AGREEMENT FY 25 - FY 26.docx

Approved Beaman 3-14-24

Invoicing Guide Zacchaeus Legal Services Proposed Fee Schedule for Wilson County

Per Parcel Suit Fee¹

- Sole representation
 - \$1,500² per parcel for sole representation of County for all parcels lying outside of the corporate limits of the County's municipal governments
 - \$1,500³ per parcel for sole representation of County for all parcels lying within the corporate limits of a municipal government where an attorney other than ZLS represents the municipality
- Joint representation
 - \$2,000⁴ per parcel for joint representation of County and those municipalities for which County collects, or for which ZLS also represents, as to all parcels lying inside of the corporate limits of such municipalities. Where an agreement can be secured from such municipalities as to this issue, the fee can be split evenly between County and such municipalities.
- Recall fee:
 - \$450 if recalled after assignment but before action is filed
 - As set for above for the applicable manner of representation (plus upcharge for high-party number parcel, if applicable) after action is filed
- Failure to Notify fee
 - As provided above for the applicable manner of representation, (plus upcharge for high-party number parcel, if applicable)
- Upcharge⁵ for High-Party Number Parcels
 - Up charge for the additional services necessary as to parcels with numerous parties discovered after assignment to ZLS by County

16 - 20	\$3,375
21 - 25	\$4,312
26 - 30	\$5,250
31 - 35	\$6,187
36 - 40	\$7,125
41 – Over.....	Upon agreement with County on a case-by-case basis

¹ All per parcel fees are "plus costs, expenses and the like" as set out in Paragraph 12 of our standard contract.

² Does not include fees for collection of assessments.

³ See Footnote 2 above.

⁴ See Footnote 2 above.

⁵ "Upcharge" is not in addition to a \$1,500 or \$2,000 "base fee," it is the total amount of the fee.

- “Pull” a Parcel from Sale Fee
 - No fee is due if the County provides written certification that all taxes, fees and costs allowed pursuant to NCGS Section 105-374 and this agreement, have been paid in full
 - If the County cannot make the above certification and nonetheless desires to pull a parcel from sale, a fee is due that is the greater of one thousand (\$1,000) dollars or five (5%) per cent of the full appraised value of the parcel as assessed by the Tax Office or five (5%) per cent of the highest amount bid for the property.

Upset Bid Processing Fees (Optional)

- \$150.00 per upset bid filed in the Clerk’s Office in all foreclosure sales and resales until such time as the bidding reaches the amount of all amounts so ordered in the Order of Foreclosure plus the expenses incurred by the Attorney to advertise and give proper notice of public sale of such property

Training and Orientation Fees

- As requested by County up to 8 hours of attorney and staff creative presentation time for the term of the agreement. Creative and presentation time may be allotted to one or more presentations during the term of the agreement – No charge.

Reporting and Consultation Fees

- “On-demand” status reports updated in “real time” – No charge
- Post court reports, usually emailed to the Tax Collection Supervisor and Tax Administrator on the day of court – No charge
- Quarterly luncheon meeting with Tax Office staff as requested after court/sales appearances for program review, including review of settlements, problem cases, impossible/impractical parcels – No charge
- As needed telephone consultation with staff or attorney – No charge

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: July 8, 2024

Item: **Mr. Crawford Bolton, Tax Administrator**, to present a multi-year contract amendment with Devnet for the Board's consideration.

Initiated By: Crawford Bolton, Tax Administrator

Action Proposed: Approve the contract amendment as presented.

Description:

This is an amendment to the original Devnet contract, effective December 6, 2021. The contract amendment will add 3 apex sketching licenses to our annual contract. The amendment equates to \$1,965 for FY25, which will require no budget amendment for FY25. These licenses are being added for the new real property positions approved in the FY25 budget for our department.

Attachments:

[Devnet Pre Audit.pdf](#)



Addendum

**CAMA, Tax Assessment Administration, Personal Property, Board of
Equalization, Billing & Collection, wEdge E-government & integrated
EdgeMaps Solution
License, Maintenance, and Support**

in

Wilson County, North Carolina

**ADDENDUM TO AGREEMENT
BETWEEN THE
WILSON COUNTY, NC
AND DEVNET INC.**

THIS ADDENDUM is made and executed this _____ day of _____ 2024, by and between the WILSON COUNTY, NC a North Carolina unit of local government, having its principal offices at, WILSON County, 115 Nash St, Wilson, NC 27893, hereinafter called the “COUNTY” and DEVNET INC., a corporation, with a principal place of business at 2254 Oakland Drive, Sycamore, Illinois 60178; hereinafter called the “CONTRACTOR”.

WITNESSETH

WHEREAS, by Agreement dated the 6th day of December 2021, the parties entered into an Agreement for CAMA, Tax Assessment Administration, Personal Property, Board of Equalization, Billing & Collection, wEdge E-government & integrated EdgeMaps solution License, Maintenance and Support, hereinafter called the "AGREEMENT", and

WHEREAS, the COUNTY and the CONTRACTOR now mutually desire to amend the AGREEMENT as outlined in Exhibit (A) and Exhibit (B).

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein and in the AGREEMENT, and intending to be legally bound, agree as follows:

1. All provisions of the AGREEMENT shall continue in full force and effect as herein modified and shall be binding upon and inure to the benefit of all parties to this AGREEMENT.
2. The AGREEMENT shall be amended to add Three (3) Apex Licenses. The third-party software and Price and Payments will be up-dated as outlined in Exhibit (A) and Exhibit (B).
3. Except as expressly modified and amended herein, all other terms and conditions of the AGREEMENT are hereby ratified and reaffirmed, shall remain in full force and effect, and shall be binding upon and inure to the benefit of the parties to this AGREEMENT.
4. This Addendum and any attachments constitute the entire AGREEMENT among the parties with respect to the matters set forth herein and in the AGREEMENT.

5. In the event that any inconsistencies exist between this Addendum and the original AGREEMENT, this Addendum shall prevail.

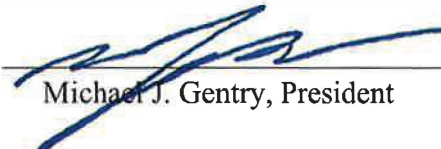
IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers and/or representatives, have hereunto set their hands the day and year first written above.

WILSON COUNTY

By: _____
WILSON COUNTY

Approved Sbeaman 5-16-24

DEVNET Inc.

By:  _____
Michael J. Gentry, President

**"This instrument has been preaudited
in the manner required by the Local
Government Budget & Fiscal Control Act."**

 _____

EXHIBIT A

- 2.9 DEVNET shall supply the following third party computer software. Included with this software are configuration, on-site setup and installation.

Year 3 Third Party Software	
6 Apex Maintenance Renewal Licenses	\$1,410.00
3 Apex Initial Purchase Licenses	\$1,965.00
Total Year 3 Third Party Software	\$3,375.00

Year 4 Third Party Software	
9 Apex Maintenance Renewal Licenses	\$2,025.00
Total Year 4 Third Party Software	\$2,025.00

Year 5 Third Party Software	
9 Apex Maintenance Renewal Licenses	\$2,025.00
Total Year 5 Third Party Software	\$2,025.00

EXHIBIT B

Price and Payment

6.1 Year 03 (April 1, 2024- March 31, 2025): For services received by WILSON COUNTY under this Agreement during Year 03, WILSON COUNTY shall pay to DEVNET the sum of \$65,312.15, payable as follows:

- A. The sum of \$21,859.41 on or before April 1, 2024 and;
- B. The sum of \$14,484.41 on or before July 1, 2024 and;
- C. The sum of \$14,484.41 on or before October 1, 2024 and;
- D. The sum of \$14,484.41 on or before January 1, 2025.

The sums payable for Year 03 services shall be apportioned as follows:

- ⊖ \$42,081.90 for CAMA, Tax Assessment Administration, Personal Property, Board of Equalization, Billing and Collection software license, maintenance and support.
- ⊖ \$6,800.25 for wEdge™ license, maintenance and support.
- ⊖ \$2,805.00 for EdgeMaps™ license, maintenance and support.
- ⊖ \$5,000.00 for Mobile CAMA license, maintenance and support.
- ⊖ \$1,250.00 for Workflow Maintenance license, maintenance and support.
- ⊖ \$4,000.00 for project management.
- ⊖ \$3,375.00 for third-party software and hardware.

6.2 Year 04 (April 1, 2025- March 31, 2026): For services received by WILSON COUNTY under this Agreement during Year 04, WILSON COUNTY shall pay to DEVNET the sum of \$63,962.15, payable as follows:

- A. The sum of \$20,509.41 on or before April 1, 2025 and;
- B. The sum of \$14,484.41 on or before July 1, 2025 and;
- C. The sum of \$14,484.41 on or before October 1, 2025 and;
- D. The sum of \$14,484.41 on or before January 1, 2026.

The sums payable for Year 04 services shall be apportioned as follows:

- ⊖ \$42,081.90 for CAMA, Tax Assessment Administration, Personal Property, Board of Equalization, Billing and Collection software license, maintenance and support.
- ⊖ \$6,800.25 for wEdge™ license, maintenance and support.
- ⊖ \$2,805.00 for EdgeMaps™ license, maintenance and support.
- ⊖ \$5,000.00 for Mobile CAMA license, maintenance and support.
- ⊖ \$1,250.00 for Workflow Maintenance license, maintenance and support.
- ⊖ \$4,000.00 for project management.
- ⊖ \$2,025.00 for third-party software and hardware.

6.3 Year 05 (April 1, 2026- March 31, 2027): For services received by WILSON COUNTY under this Agreement during Year 05, WILSON COUNTY shall pay to DEVNET the sum of \$63,962.15, payable as follows:

- A. The sum of \$20,509.41 on or before April 1, 2026 and;
- B. The sum of \$14,484.41 on or before July 1, 2026 and;
- C. The sum of \$14,484.41 on or before October 1, 2026 and;
- D. The sum of \$14,484.41 on or before January 1, 2027.

The sums payable for Year 05 services shall be apportioned as follows:

- ⊖ \$42,081.90 for CAMA, Tax Assessment Administration, Personal Property, Board of Equalization, Billing and Collection software license, maintenance and support.
- ⊖ \$6,800.25 for wEdge™ license, maintenance and support.
- ⊖ \$2,805.00 for EdgeMaps™ license, maintenance and support.
- ⊖ \$5,000.00 for Mobile CAMA license, maintenance and support.
- ⊖ \$1,250.00 for Workflow Maintenance license, maintenance and support.
- ⊖ \$4,000.00 for project management.
- ⊖ \$2,025.00 for third-party software and hardware.

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: July 8, 2024

Item: **Mr. Crawford Bolton, Tax Administrator**, to present the June 2024 refunds in excess of \$100 for the Board's consideration.

Initiated By: Crawford Bolton, Tax Administrator

Action Proposed: Approve June 2024 refunds in excess of \$100 per N.C.G.S 105-381

Description:

June 2024 refund in excess of \$100

NAME	REASON	AMOUNT
CRABTREE, SHALA LAWRENN	NCVTS-TAG SURRENDER	\$230.26
HESTER, LARRY BULLOCK JR	NCVTS-TAG SURRENDER	\$212.09
LYLES, ANTIONNE LEMEL	NCVTS-TAG SURRENDER	\$139.85
MENDOZA PINON, CESAR	NCVTS-TAG SURRENDER	\$171.39
RICHARDSON, KHIYA SHERISE	NCVTS-TAG SURRENDER	\$318.87
SHEARIN, DEBORAH MARIE	NCVTS-TAG SURRENDER	\$185.39
SMITHCO INC	NCVTS-TAG SURRENDER	\$368.65
TAYLOR, DANIEL KEITH	NCVTS-TAG SURRENDER	\$210.62
TYNDALL, JENNA WILLIAMS	NCVTS-TAG SURRENDER	\$130.84
WHITLEY, DANIEL JR	NCVTS-TAG SURRENDER	\$282.25
CORELOGIC, INC. (BLACKSTON, ROBERT)	ASSESSMENT ERROR	\$587.25

CORELOGIC, INC. (BLACKSTON, ROBERT)	ASSESSMENT ERROR	\$587.25
CORELOGIC, INC. (BLACKSTON, ROBERT)	ASSESSMENT ERROR	\$587.25
CORELOGIC, INC. (BLACKSTON, ROBERT)	ASSESSMENT ERROR	\$587.25

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: July 8, 2024

Item: **Mr. Crawford Bolton, Tax Administrator**, to present the May 2024 Tax Report for the Board's information.

Initiated By: Crawford Bolton, Tax Administrator

Action Proposed: No Action Required

Attachments:

[May 2024 Commissioners Report-1.pdf](#)

MAY 2024 TAX COLLECTION REPORT

Prepared on JUNE 1, 2024

C- COUNTY WIDE TAX YEAR 2022

COLLECTED JULY 1, 2022 - JUNE 30, 2023

CURRENT YEAR LEVY	
BEGINNING LEVY	\$ 51,809,193.55
YTD ADDITIONS	\$ 3,047,429.41
YTD DISC AND RELEASES	\$ (2,455,786.24)
ADJUSTED LEVY	\$ 52,400,836.72

CURRENT YEAR COLLECTIONS

YTD CURRENT PAYMENTS	\$ 51,599,405.96
YTD PRIOR PAYMENTS	\$ 559,068.66
CURRENT INTEREST	\$ 143,070.45
PRIOR INTEREST	\$ 114,762.50
DISCOVERIES TAX	\$ 105,321.30
NET COLLECTIONS	\$ 52,416,307.57

CURRENT YTD RECEIVABLES

ADJUSTED LEVY	\$ 52,400,836.72
(CURRENT YEAR COLLECTIONS)	\$ (51,599,405.96)
YTD CURRENT RECEIVABLES	\$ 801,430.76

ALL YTD RECEIVABLES

TOTAL LEVY	\$ 51,189,657.22
(TOTAL COLLECTIONS)	\$ (48,717,135.58)
YTD TOTAL RECEIVABLES	\$ 2,472,521.64

COLLECTIONS PERCENTAGE FOR TOTAL LEVY 98.47%

C- COUNTY WIDE TAX YEAR 2022

COLLECTED MAY 1, 2023 THRU MAY 31, 2023

CURRENT YEAR LEVY	
BEGINNING LEVY	\$ 51,809,193.55
YTD ADDITIONS	\$ 3,047,429.41
YTD DISC AND RELEASES	\$ (2,455,589.39)
ADJUSTED LEVY	\$ 52,401,033.57

CURRENT YEAR COLLECTIONS

YTD CURRENT PAYMENTS	\$ 51,514,321.36
YTD PRIOR PAYMENTS	\$ 474,717.97
CURRENT INTEREST	\$ 127,999.12
PRIOR INTEREST	\$ 117,488.51
DISCOVERIES TAX	\$ 81,760.85
NET COLLECTIONS	\$ 52,316,287.81

CURRENT YTD RECEIVABLES

ADJUSTED LEVY	\$ 52,401,033.57
(CURRENT YEAR COLLECTIONS)	\$ (51,514,321.36)
YTD CURRENT RECEIVABLES	\$ 886,712.21

ALL YTD RECEIVABLES

TOTAL LEVY	\$ 54,942,744.32
(TOTAL COLLECTIONS)	\$ (52,069,249.78)
YTD TOTAL RECEIVABLES	\$ 2,873,494.54

COLLECTIONS PERCENTAGE FOR TOTAL LEVY 98.31%

C- COUNTY WIDE TAX YEAR 2023

COLLECTED MAY 1, 2024 THRU MAY 31, 2024

CURRENT YEAR LEVY	
BEGINNING LEVY	\$ 52,987,724.53
YTD ADDITIONS	\$ 2,418,462.33
YTD DISC AND RELEASES	\$ (1,362,213.19)
ADJUSTED LEVY	\$ 54,043,973.67

CURRENT YEAR COLLECTIONS

YTD CURRENT PAYMENTS	\$ 52,642,007.01
YTD PRIOR PAYMENTS	\$ 538,467.35
CURRENT INTEREST	\$ 129,403.31
PRIOR INTEREST	\$ 155,734.18
DISCOVERIES TAX	\$ 36,298.47
NET COLLECTIONS	\$ 53,501,910.32

CURRENT YTD RECEIVABLES

ADJUSTED LEVY	\$ 54,043,973.67
(CURRENT YEAR COLLECTIONS)	\$ (52,642,007.01)
YTD RECEIVABLES	\$ 1,401,966.66

ALL YTD RECEIVABLES

TOTAL LEVY	\$ 56,613,670.58
(TOTAL COLLECTIONS)	\$ (53,214,950.53)
YTD RECEIVABLES	\$ 3,398,720.05

COLLECTIONS PERCENTAGE FOR TOTAL LEVY 97.41%

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: July 8, 2024

Item: **Mr. Angel Landrau, Financial Services Director**, to present grant funds for the Board's consideration.

Initiated By: Angel Landrau, Financial Services Director

Action Proposed: Approve as presented

Description:

- \$38,000 from the Healthcare Foundation of Wilson for the Community Paramedic Program to support post-overdose response, reduction in falls and community wellness for Wilson County Emergency Medical Services
- \$15,200 from the Healthcare Foundation of Wilson for Active Living initiative for healthier lifestyle for Wilson County Senior Center
- \$18,500 from the Healthcare Foundation of Wilson for Dementia education and support programs for Wilson County Senior Center

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: July 8, 2024

Item: **Mr. Angel Landrau, Financial Services Director**, to present the Monthly Financial Report for FY23|24 for the Board's information.

Initiated By: Angel Landrau, Financial Services Director

Action Proposed: Receive Report

Attachments:

[May 2024 Financial Report.pdf](#)



Monthly Financial Report May 2024

Account	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	% Used/ Rec'd
Fund 10 - GENERAL FUND						
Fund 10 - GENERAL FUND Totals						
REVENUE TOTALS	80,517,848.00	7,099,433.00	87,617,281.00	2,500,848.03	.00	78%
EXPENSE TOTALS	80,517,848.00	7,099,433.00	87,617,281.00	5,697,762.53	4,269,505.06	85%
Fund 10 - GENERAL FUND Totals	\$0.00	\$0.00	\$0.00	(\$3,196,914.50)	(\$4,269,505.06)	
Fund 11 - WILSON COUNTY PUBLIC LIBRARY						
Fund 11 - WILSON COUNTY PUBLIC LIBRARY Totals						
REVENUE TOTALS	2,903,822.00	871,337.00	3,775,159.00	16,964.93	.00	77%
EXPENSE TOTALS	2,903,822.00	871,337.00	3,775,159.00	201,771.40	183,504.20	84%
Fund 11 - WILSON COUNTY PUBLIC LIBRARY Totals	\$0.00	\$0.00	\$0.00	(\$184,806.47)	(\$183,504.20)	
Fund 12 - DEPARTMENT OF SOCIAL SERVICES						
Fund 12 - DEPARTMENT OF SOCIAL SERVICES Totals						
REVENUE TOTALS	31,348,980.00	2,649,085.00	33,998,065.00	3,383,396.86	.00	64%
EXPENSE TOTALS	31,348,980.00	2,649,085.00	33,998,065.00	2,140,533.12	666,510.48	74%
Fund 12 - DEPARTMENT OF SOCIAL SERVICES Totals	\$0.00	\$0.00	\$0.00	\$1,242,863.74	(\$666,510.48)	
Fund 13 - EMERGENCY TELEPHONE SYSTEM FUND						
Fund 13 - EMERGENCY TELEPHONE SYSTEM FUND Totals						
REVENUE TOTALS	515,118.00	121,650.00	636,768.00	26,822.97	.00	42%
EXPENSE TOTALS	515,118.00	121,650.00	636,768.00	4,471.26	13,071.42	59%
Fund 13 - EMERGENCY TELEPHONE SYSTEM FUND Totals	\$0.00	\$0.00	\$0.00	\$22,351.71	(\$13,071.42)	

Fund 14 - WILSON CO. PUBLIC HEALTH

Fund 14 - WILSON CO. PUBLIC HEALTH Totals

REVENUE TOTALS	8,951,402.00	978,367.00	9,929,769.00	365,937.49	.00	70%
EXPENSE TOTALS	8,951,402.00	978,367.00	9,929,769.00	712,610.78	140,441.05	76%

Fund 14 - WILSON CO. PUBLIC HEALTH Totals	\$0.00	\$0.00	\$0.00	(\$346,673.29)	(\$140,441.05)	
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Fund 20 - COMMUNITY DEV. BLOCK GRANTS

Fund 20 - COMMUNITY DEV. BLOCK GRANTS Totals

REVENUE TOTALS	.00	385,000.00	385,000.00	.00	.00	89%
EXPENSE TOTALS	.00	385,000.00	385,000.00	.00	.00	89%

Fund 20 - COMMUNITY DEV. BLOCK GRANTS Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
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Fund 21 - TRANSPORTATION

Fund 21 - TRANSPORTATION Totals

REVENUE TOTALS	829,074.00	1,308,027.00	2,137,101.00	29,387.90	.00	42%
EXPENSE TOTALS	829,074.00	1,308,027.00	2,137,101.00	91,083.46	194,244.71	70%

Fund 21 - TRANSPORTATION Totals	\$0.00	\$0.00	\$0.00	(\$61,695.56)	(\$194,244.71)	
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Fund 22 - REVALUATION RESERVE FUND

Fund 22 - REVALUATION RESERVE FUND Totals

REVENUE TOTALS	164,095.00	299,525.00	463,620.00	.00	.00	35%
EXPENSE TOTALS	164,095.00	299,525.00	463,620.00	.00	54,850.04	100%

Fund 22 - REVALUATION RESERVE FUND Totals	\$0.00	\$0.00	\$0.00	\$0.00	(\$54,850.04)	
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Fund 24 - SOLID WASTE DISTRICT

Fund 24 - SOLID WASTE DISTRICT Totals

REVENUE TOTALS	2,377,446.00	69,000.00	2,446,446.00	40,518.62	.00	70%
EXPENSE TOTALS	2,377,446.00	69,000.00	2,446,446.00	139,130.61	110,569.08	66%

Fund 24 - SOLID WASTE DISTRICT Totals	\$0.00	\$0.00	\$0.00	(\$98,611.99)	(\$110,569.08)	
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Fund 25 - FINANCIAL ASSURANCE RESERVE FUND

Fund 25 - FINANCIAL ASSURANCE RESERVE FUND Totals

REVENUE TOTALS	107,500.00	500.00	108,000.00	.00	.00	0%
EXPENSE TOTALS	107,500.00	500.00	108,000.00	3,726.84	30,946.00	91%

Fund 25 - FINANCIAL ASSURANCE RESERVE FUND Totals	\$0.00	\$0.00	\$0.00	(\$3,726.84)	(\$30,946.00)	
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Fund **26 - SOLID WASTE OPERATIONS**

Fund **26 - SOLID WASTE OPERATIONS** Totals

REVENUE TOTALS	2,288,954.00	147,251.00	2,436,205.00	255,070.38	.00	71%
EXPENSE TOTALS	2,288,954.00	147,251.00	2,436,205.00	171,024.09	119,522.08	75%

Fund 26 - SOLID WASTE OPERATIONS Totals	\$0.00	\$0.00	\$0.00	\$84,046.29	(\$119,522.08)	
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Fund **27 - LIBRARY DONATION FUND**

Fund **27 - LIBRARY DONATION FUND** Totals

REVENUE TOTALS	2,000.00	6,165.00	8,165.00	.00	.00	20%
EXPENSE TOTALS	2,000.00	6,165.00	8,165.00	129.30	2,000.45	93%

Fund 27 - LIBRARY DONATION FUND Totals	\$0.00	\$0.00	\$0.00	(\$129.30)	(\$2,000.45)	
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Fund **28 - VOLUNTEER FIRE DISTRICTS**

Fund **28 - VOLUNTEER FIRE DISTRICTS** Totals

REVENUE TOTALS	3,334,542.00	30,000.00	3,364,542.00	42,945.16	.00	82%
EXPENSE TOTALS	3,334,542.00	30,000.00	3,364,542.00	43,521.21	.00	81%

Fund 28 - VOLUNTEER FIRE DISTRICTS Totals	\$0.00	\$0.00	\$0.00	(\$576.05)	\$0.00	
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Fund **30 - DEBT SERVICE FUND**

Fund **30 - DEBT SERVICE FUND** Totals

REVENUE TOTALS	2,809,782.00	1,577,272.00	4,387,054.00	.00	.00	140%
EXPENSE TOTALS	2,809,782.00	1,577,272.00	4,387,054.00	.00	.00	91%

Fund 30 - DEBT SERVICE FUND Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
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Fund **31 - DSS REPRESENTATIVE PAYEE**

Fund **31 - DSS REPRESENTATIVE PAYEE** Totals

REVENUE TOTALS	90,000.00	.00	90,000.00	.00	.00	75%
EXPENSE TOTALS	90,000.00	.00	90,000.00	.00	.00	82%

Fund 31 - DSS REPRESENTATIVE PAYEE Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
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Fund **32 - HOSPITAL SELF-INSURANCE**

Fund **32 - HOSPITAL SELF-INSURANCE** Totals

REVENUE TOTALS	8,500,000.00	.00	8,500,000.00	605,021.72	.00	86%
EXPENSE TOTALS	8,500,000.00	.00	8,500,000.00	702,634.45	.00	80%

Fund 32 - HOSPITAL SELF-INSURANCE Totals	\$0.00	\$0.00	\$0.00	(\$97,612.73)	\$0.00	
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Fund **33 - FINES & FORFEITURE**

Fund **33 - FINES & FORFEITURE** Totals

REVENUE TOTALS	440,000.00	.00	440,000.00	28,881.81	.00	69%
EXPENSE TOTALS	440,000.00	.00	440,000.00	28,881.81	.00	74%

Fund 33 - FINES & FORFEITURE Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
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Fund **35 - DEED OF TRUST**

Fund **35 - DEED OF TRUST** Totals

REVENUE TOTALS	60,000.00	.00	60,000.00	3,763.40	.00	62%
EXPENSE TOTALS	60,000.00	.00	60,000.00	3,664.20	.00	59%

Fund 35 - DEED OF TRUST Totals	\$0.00	\$0.00	\$0.00	\$99.20	\$0.00	
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Fund **37 - OPIOID SETTLEMENT**

Fund **37 - OPIOID SETTLEMENT** Totals

REVENUE TOTALS	335,789.00	831,764.00	1,167,553.00	.00	.00	74%
EXPENSE TOTALS	335,789.00	831,764.00	1,167,553.00	19,885.99	.00	34%

Fund 37 - OPIOID SETTLEMENT Totals	\$0.00	\$0.00	\$0.00	(\$19,885.99)	\$0.00	
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Fund **38 - ARP GRANT**

Fund **38 - ARP GRANT** Totals

REVENUE TOTALS	.00	5,888,886.00	5,888,886.00	.00	.00	0%
EXPENSE TOTALS	.00	5,888,886.00	5,888,886.00	.00	.00	0%

Fund 38 - ARP GRANT Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
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Fund **39 - ECONOMIC DEV PROJECTS**

Fund **39 - ECONOMIC DEV PROJECTS** Totals

REVENUE TOTALS	.00	1,780,000.00	1,780,000.00	.00	.00	0%
EXPENSE TOTALS	.00	1,780,000.00	1,780,000.00	(1,780,000.00)	.00	0%

Fund 39 - ECONOMIC DEV PROJECTS Totals	\$0.00	\$0.00	\$0.00	\$1,780,000.00	\$0.00	
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Fund **40 - ECONOMIC DEVELOPMENT**

Fund **40 - ECONOMIC DEVELOPMENT** Totals

REVENUE TOTALS	3,179,500.00	.00	3,179,500.00	.00	.00	100%
EXPENSE TOTALS	3,179,500.00	.00	3,179,500.00	280,000.00	.00	81%

Fund 40 - ECONOMIC DEVELOPMENT Totals	\$0.00	\$0.00	\$0.00	(\$280,000.00)	\$0.00	
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Fund **42 - SOUTHWEST DISTRICT CONSTRUCTION**

Fund **42 - SOUTHWEST DISTRICT CONSTRUCTION** Totals

REVENUE TOTALS	.00	7,056,513.00	7,056,513.00	.00	.00	2%
EXPENSE TOTALS	.00	7,056,513.00	7,056,513.00	120.00	363,179.20	7%

Fund 42 - SOUTHWEST DISTRICT CONSTRUCTION Totals	\$0.00	\$0.00	\$0.00	(\$120.00)	(\$363,179.20)	
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Fund **43 - CAPITAL RESERVE**

Fund **43 - CAPITAL RESERVE** Totals

REVENUE TOTALS	1,000,000.00	.00	1,000,000.00	.00	.00	100%
EXPENSE TOTALS	1,000,000.00	.00	1,000,000.00	.00	.00	0%

Fund 43 - CAPITAL RESERVE Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
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Fund **44 - PUBLIC BUILDINGS**

Fund **44 - PUBLIC BUILDINGS** Totals

REVENUE TOTALS	.00	5,413,242.00	5,413,242.00	34,498.33	.00	1%
EXPENSE TOTALS	.00	5,413,242.00	5,413,242.00	116,977.62	.00	21%

Fund 44 - PUBLIC BUILDINGS Totals	\$0.00	\$0.00	\$0.00	(\$82,479.29)	\$0.00	
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Fund **48 - SCHOOL CAPITAL PROJECTS**

Fund **48 - SCHOOL CAPITAL PROJECTS** Totals

REVENUE TOTALS	.00	5,761,037.00	5,761,037.00	.00	.00	-28%
EXPENSE TOTALS	.00	5,761,037.00	5,761,037.00	1,211,593.22	.00	61%

Fund 48 - SCHOOL CAPITAL PROJECTS Totals	\$0.00	\$0.00	\$0.00	(\$1,211,593.22)	\$0.00	
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Fund **51 - SOLID WASTE CAPITAL PROJECTS**

Fund **51 - SOLID WASTE CAPITAL PROJECTS** Totals

REVENUE TOTALS	.00	45,500.00	45,500.00	.00	.00	0%
EXPENSE TOTALS	.00	45,500.00	45,500.00	10,058.57	11,778.33	85%

Fund 51 - SOLID WASTE CAPITAL PROJECTS Totals	\$0.00	\$0.00	\$0.00	(\$10,058.57)	(\$11,778.33)	
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Fund **55 - SHERIFF DEBT COLLECTION**

Fund **55 - SHERIFF DEBT COLLECTION** Totals

REVENUE TOTALS	.00	.00	.00	.00	.00	+++
EXPENSE TOTALS	.00	.00	.00	.00	.00	+++

Fund 55 - SHERIFF DEBT COLLECTION Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
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Fund **56 - JAIL INMATE FUND**

Fund **56 - JAIL INMATE FUND** Totals

REVENUE TOTALS	.00	.00	.00	.00	.00	+++
EXPENSE TOTALS	.00	.00	.00	.00	.00	+++

Fund 56 - JAIL INMATE FUND Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
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Fund **58 - MUNICIPAL TAX**

Fund **58 - MUNICIPAL TAX** Totals

REVENUE TOTALS	.00	.00	.00	484,212.23	.00	+++
EXPENSE TOTALS	.00	.00	.00	563,357.96	.00	+++

Fund 58 - MUNICIPAL TAX Totals	\$0.00	\$0.00	\$0.00	(\$79,145.73)	\$0.00	
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Fund **63 - WATER DISTRICT DEBT**

Fund **63 - WATER DISTRICT DEBT** Totals

REVENUE TOTALS	505,313.00	.00	505,313.00	.00	.00	24%
EXPENSE TOTALS	505,313.00	.00	505,313.00	.00	.00	24%

Fund 63 - WATER DISTRICT DEBT Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
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Fund **64 - SOUTHEAST WATER DISTRICT W2**

Fund **64 - SOUTHEAST WATER DISTRICT W2** Totals

REVENUE TOTALS	1,398,656.00	318,918.00	1,717,574.00	125,283.00	.00	74%
EXPENSE TOTALS	1,398,656.00	318,918.00	1,717,574.00	39,754.47	82,034.79	50%

Fund 64 - SOUTHEAST WATER DISTRICT W2 Totals	\$0.00	\$0.00	\$0.00	\$85,528.53	(\$82,034.79)	
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Fund **65 - SOUTHWEST WATER DISTRICT W1**

Fund **65 - SOUTHWEST WATER DISTRICT W1** Totals

REVENUE TOTALS	1,943,561.00	171,948.00	2,115,509.00	167,859.76	.00	86%
EXPENSE TOTALS	1,943,561.00	171,948.00	2,115,509.00	69,478.01	39,755.84	48%

Fund 65 - SOUTHWEST WATER DISTRICT W1 Totals	\$0.00	\$0.00	\$0.00	\$98,381.75	(\$39,755.84)	
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Grand Totals

REVENUE TOTALS	153,603,382.00	42,810,420.00	196,413,802.00	8,111,412.59	.00	81%
EXPENSE TOTALS	153,603,382.00	42,810,420.00	196,413,802.00	10,472,170.90	6,281,912.73	87%

Grand Totals	\$0.00	\$0.00	\$0.00	(\$2,360,758.31)	(\$6,281,912.73)	
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Budget Amendment - From Federal, State and Local	<u>40,406,407.00</u>
Budget Amendment - Non Profit - Farm Fest October	2,000.00
Budget Amendment - Library - Additional Security Expenses	87,170.00
Budget Amendment - Sheriff - Inmate Care	160,000.00
Budget Amendment - Frederick Douglas - Demolition	1,776,847.00
Budget Amendment - EMS - Ambulance	312,840.00
Budget Amendment - Economic Develop - Employer Concierge Pilot	42,500.00
Budget Amendment - Use funds from AEPF reserve - ROD	22,656.00
	<u>2,404,013.00</u>
 Total Budget Amendments thru May 2024.	 <u><u>42,810,420.00</u></u>

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: July 8, 2024

Item: Surplus of 1 vehicle from Public Library

Initiated By: Karey Blanchard, Library Director

Action Proposed: Approve as presented

Description:

2001 Ford E450 Book Mobile 1FDXE45S61HA69212 (35,016 miles - issue with fuel supply to body generator)

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: July 8, 2024

Item: Voting Delegate Designation for NCACC Annual Conference &
Legislative Goals Conference

Initiated By: Melissa Worley, Clerk to the Board

Action Proposed: Approve as presented

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: July 8, 2024

Item:	Appointment considerations for July 2024
Initiated By:	Melissa Worley, Clerk to the Board
Action Proposed:	Approve as presented

Description:

Wilson County Board of Health

- Appoint Carrie Moore to replace Rosario Ochoa's unexpired term

Wilson County HCCBG Committee

- Reappoint James Hicks

Wilson Economic Development Council

- Reappoint Michael Jones
- Donogh McGuire (replacing Elliot Smith)

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: July 8, 2024

Item: Reminder of the NCACC Annual Conference, which will be held in Forsyth County, August 8-10th, 2024.

Initiated By: Melissa Worley, Clerk to the Board

Action Proposed: No Action Required

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: July 8, 2024

Item: Closed Session - Economic Development

N.C.G.S. 143-318(a)(4)

To discuss matters relating to the location or expansion of businesses in the area served by this body.

Initiated By: Jennifer Lantz, Economic Development Council Director

Action Proposed: Approve entering Closed Session

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: July 8, 2024

Item: Closed Session - Attorney

A closed session pursuant to G.S. 143-318.11 (a)(3) – to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

Initiated By: Ron Hunt, County Manager

Action Proposed: Approve entering Closed Session
