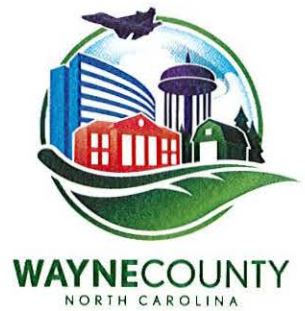




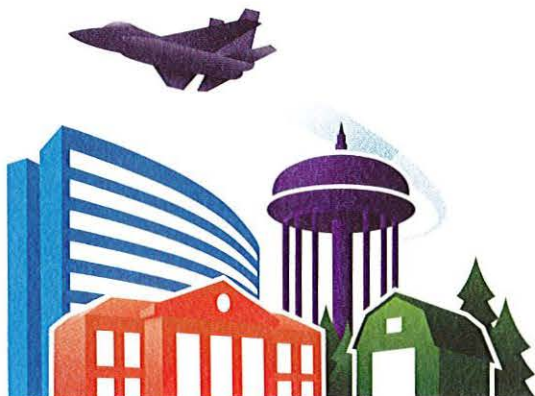
TO: Wayne County Board of Commissioners
FROM: Craig Honeycutt, Wayne County Manager 
DATE: February 23, 2021
SUBJECT: Board of Commissioners Meeting – March 2, 2021

The Appointment Committee of the Wayne County Board of Commissioners will meet on Tuesday, March 2, 2021 at 7:30 a.m. in Room 458 of the Wayne County Courthouse Annex, 224 E. Walnut Street, Goldsboro, North Carolina.

At 8:00 a.m., the Wayne County Board of Commissioners will meet for a briefing session and other matters in the Commissioners Meeting Room on the fourth floor of the Wayne County Courthouse Annex, located at 224 E. Walnut Street in Goldsboro, North Carolina.

The formal Wayne County Board of Commissioners meeting will begin at 9:00 a.m. in the Commissioners Meeting Room in the Wayne County Courthouse Annex, 224 E. Walnut Street, Goldsboro, North Carolina.

Due to Phase 3 of Executive Order 169 by Governor Roy Cooper limiting gatherings indoors to 10 people or less, the public is invited to view the meeting livestream at www.waynegov.com.



THE GOOD LIFE. GROWN HERE.

WAYNE COUNTY BOARD OF COMMISSIONERS AGENDA

March 2, 2021 – 9:00 A.M.

Note: During Governor Cooper's additional restrictions under Executive Order 170, we will have no more than 10 persons gathered in one meeting place. The Public may watch the meeting on www.waynegov.com.

CALL TO ORDER – Chairman George Wayne Aycock, Jr.

INVOCATION – Commissioner Joe Daughtery

PLEDGE OF ALLEGIANCE – Commissioner Chris Gurley

APPROVAL OF MINUTES – February 16, 2021

Pg. 3-8

DISCUSSION/ADJUSTMENT OF AGENDA

APPOINTMENT COMMITTEE

Pg. 9

9:00 PUBLIC HEARING

1. To Receive Public Comments on Two Corporate Hangar Ground Lease Agreements with Al Oates, replacing the former Agreement with Strokin' Racing, Inc. Lease 1 is for three (3) Corporate Hangars and Lease 2 is for one (1) Corporate Hangar.

Pg. 10-37

9:30 PUBLIC HEARING

1. To Receive Public Comments on a Request to Amend the Wayne County Subdivision Ordinance by Adding Section 70-104(h)(4) to Require a Second Full Service Access Built to NCDOT Standards for Subdivisions with more than 100 Lots with limited exceptions.

Pg. 38-39

CONSENT AGENDA

1. Budget Amendments.
2. Motion to Adopt Resolution #2021-7: A Resolution Amending the Wayne County Personnel Policy.
3. Motion to Establish a Public Hearing on April 6, 2021, at 9:30 a.m. in the Commissioners Meeting Room on the 4th Floor of the Courthouse Atrium, to Receive Public Comments on a Request to Amend Various Sections of the Wayne County Zoning and Subdivision Ordinances (Case A-21-01) to Comply with Recent Updates to NCGS 160D.

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Pg. 72-78

Pg. 79-84

PUBLIC COMMENTS

COUNTY MANAGER'S REPORT

BOARD OF COMMISSIONERS COMMITTEE REPORTS

CLOSED SESSION

ADJOURNMENT

DENOTES ACTION REQUESTED

NORTH CAROLINA

WAYNE COUNTY

The Wayne County Board of Commissioners met on Tuesday, February 16, 2021 at 9:03 a.m. in the Commissioners Meeting Room in the Wayne County Courthouse Annex, Goldsboro, North Carolina, after due notice thereof had been given.

Members present: George Wayne Aycock, Jr., Chairman; Freeman Hardison, Jr., Vice-Chairman; Barbara Aycock; Joe Daughtery; Bevan Foster; Chris Gurley; and Antonio Williams.

Members absent: None

Briefing Session

During the scheduled briefing and prior to the regularly scheduled meeting, the Board of Commissioners held an advertised briefing session to discuss the items of business on the agenda.

The briefing began at 8:06 a.m. with County Manager Craig Honeycutt reviewing the agenda. Mr. Honeycutt added the following to the agenda, all under the Consent Agenda:

1. Budget Amendment #281 for Wayne County Development Alliance.
2. HR Consulting Services Contract for Sheriff's Office Pay Study, and appropriate budget amendment.
3. Establish a Public Hearing on March 2, 2021 at 9:30 a.m. to amend the Agreement from 12/15/20 with Strokin' Racing by changing the name to Al Oats.

Finance Director Allison Speight reviewed the budget amendments and Planning Director Berry Gray reviewed the subdivision plat.

Finance Director Allison Speight reviewed the audit contract and County Manager Craig Honeycutt reviewed the revised hotel agreement and the rest of the Consent Agenda.

Recess

At 8:49 a.m., Chairman George Wayne Aycock, Jr. recessed the meeting of the Wayne County Board of Commissioners

Reconvene

At 9:03 a.m., Chairman George Wayne Aycock, Jr. reconvened the meeting of the Wayne County Board of Commissioners.

Call to Order

Chairman George Wayne Aycock, Jr. called the meeting of the Wayne County Board of Commissioners to order.

Invocation

Commissioner Bevan Foster gave the invocation.

Pledge of Allegiance

Commissioner Joe Daughtery led the Board of Commissioners in the Pledge of Allegiance to the Flag of the United States of America.

Approval of Minutes

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved the minutes of the regularly scheduled meeting of the Board of Commissioners on February 2, 2021.

Discussion/Adjustment of Agenda

Upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously approved and authorized the adjusted agenda.

Added to the agenda under Consent Agenda were:

1. Budget Amendment #281 for Wayne County Development Alliance.
2. HR Consulting Services Contract for Sheriff's Office Pay Study, and appropriate budget amendment.
3. Establish a Public Hearing on March 2, 2021 at 9:30 a.m. to amend the Agreement from 12/15/20 with Strokin' Racing by changing the name to Al Oats.

Motion to Approve National FFA Week Proclamation

Upon motion of Commissioner Chris Gurley, the Board of Commissioners unanimously approved the National FFA Week Proclamation, attached hereto as Attachment A.

Presentation of 2020 Audit by Nunn, Brashear, & Uzzell

Paul Nunn and Danna Lane of Nunn, Brashear, & Uzzell presented the 2020 audit, attached hereto as Attachment B.

Upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously approved the motion to accept the audit as presented by Nunn, Brashear, & Uzzell.

Appointment Committee

Upon motion of Commissioner Chris Gurley the Board of Commissioners unanimously approved the appointment of Tyrone Barrett to the Wayne County Tourism Development Authority, as recommended by the Wayne County Tourism Development Authority.

Motion to Adopt Resolution #2021-1: A Resolution Accepting the Wayne County Emergency Operations Plan (EOP)

Emergency Management Coordinator Aaron Stryker presented the resolution and plan summary to the Board.

Upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously approved to Adopt Resolution #2021-1, attached hereto as Attachment C.

Motion to Adopt Resolution #2021-2: A Resolution Re-Adopting the National Incident Management System and the Incident Command System for use during Emergency Incidents

Emergency Management Coordinator Aaron Stryker presented the resolution to the Board.

Upon motion of Commissioner Chris Gurley, the Board of Commissioners unanimously approved to Adopt Resolution #2021-2, attached hereto as Attachment D.

Motion to Approve the Wayne County Board of Commissioners Goals for 2021

Upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously approved the Wayne County Board of Commissioners Goals for 2021, attached hereto as Attachment E, with the added language, "or comparable certification specific to Sheriffs' organizations."

Consent Agenda

Upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously approved and authorized the following items under the consent agenda

1. Budget Amendments.
 - a. Register of Deeds - #235
 - b. IT - #239
 - c. Sheriff's Office - #240
 - d. Detention Center - #245
 - e. Register of Deeds - #255
 - f. Sheriff/Jail - #272
 - g. WCDA - #281
2. Motion to Approve Shepherd's Field Subdivision Section 3 Final Plat, as recommended by the Wayne County Planning Board, attached hereto as Attachment F.
3. Motion to Approve the Audit Contract with Nunn, Brashear, & Uzzell for the year ended June 30, 2021, and the three (3) year agreement to conduct the County's audits for the years ended June 2021, 2022, and 2023, attached hereto as Attachment G.
4. Motion to Approve Revised Hotel Agreement, attached hereto as Attachment H.
5. Motion to Approved Revised Economic Development Agreement with Case Farms, attached hereto as Attachment I.
6. Motion to Amend Article XI, Section 8, of the Wayne County Personnel Policy, attached hereto as Attachment J.
7. Motion to Approve Proposal for HR Consulting Services Compensation Study for Wayne County Sheriff's Office, and appropriate budget amendment, attached hereto as Attachment K.
8. Motion to Establish a Public Hearing on March 2, 2021, at 9:30 a.m. in the Commissioner Meeting Room, 4th Floor of the Wayne County Courthouse Atrium, to hear Public Comments on an Amendment to the Agreement with Strokin Racing, Inc. for a ground lease at the Wayne Executive Jetport for up to four hangars, with \$1 million in assets each, for a twenty (20) year term with ten (10) year options to renew, to change the name to Al Oats.

County Manager's Report

County Manager Craig Honeycutt thanked the Board for supporting the call center and vaccination process. He praised the staff and said it was an overwhelming task taking people away from their regular jobs. He thanked Office Manager Kayla Whitfield and Public Information Office Joel Gillie for working endless hours, as late as 10:30 p.m. on weekend nights, and for going above and beyond to get Wayne County citizens vaccinated. Mr. Honeycutt said the County staff is doing most of the heavy lifting, but the volunteers from the community are greatly appreciated. He added, this effort is the most rewarding thing he has ever done in local government.

Board of Commissioners Committee Reports

Commissioner Barbara Aycock discussed sewer issues and her work with Facilities Director Kendall Lee to resolve some of the issues. She asked for County Manager Craig Honeycutt's help in obtaining sewer meters and said the Board needs to look at revenues versus collections during the budget process. Mrs. Aycock said she is enjoying working with the Wayne County Tourism Development Authority. She also discussed the numerous emails she has received about trash on the county roads. She said the problem is a big one and asked why the county no longer has "Keep North Carolina Beautiful" signs posted around the state.

Commissioner Joe Daughtery stated he attended the Board of Health meeting and said the Board needs a dentist member. He discussed the vaccination process by the Health Department and the upcoming Facilities Committee meeting.

Commissioner Bevan Foster had no comments or reports.

Commissioner Chris Gurley thanked the Sheriff's Office for their quick action last week during an incident. He stated he, Dr. Brenda Weis, Chris West, and Representative John Bell have been working to get vaccinations for approximately 1,500 teachers. He discussed sales tax collections from online orders, thanked staff and volunteers for helping with the vaccination

process, and agreed with Commissioner Barbara Aycock on the trash issue in the county. Commissioner Gurley also discussed meeting by phone with our delegation in Raleigh.

Vice-Chairman Freeman Hardison, Jr. stated he attended the hospital meeting and was pleased to announce COVID-19 hospitalizations are dropping, from an average of 51 to an average of 31. He said the County was doing a great job and was proud of its employees.

Chairman George Wayne Aycock, Jr. agreed with the other Board members on the trash issue around the County and said he discussed it with the NCDOT staff. He said companies who mow along the County Roads are no longer required to pick up the trash first, and that is making the situation worse, though the individuals throwing out trash is where the problem begins. Chairman Aycock also thanked the employees and volunteers for their work in the vaccination process and he thanked UNC Healthcare following a recent visit to their facilities.

Closed Session

At 10:18 a.m., upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously declared itself in closed session to discuss matters relating to the location of businesses in Wayne County.

At 8:57 a.m., upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously declared itself in regular session.

Board of Commissioners' Information

The Board of Commissioners was advised of the following personnel changes:

1. Sheriff
Name of Employee – Jeffrey Garren
Date of Employment – January 1, 2021
Classification – Deputy Entry, Full-time
Salary – \$35,439.42 per year
2. Sheriff
Name of Employee – Justin Kelly
Date of Employment – December 18, 2020
Classification – Deputy 1, Full-time
Salary – \$36,148.71 per year
3. DSS
Name of Employee – Wendy Kearney
Date of Employment – January 4, 2021
Classification – AC IV, Full-Time
Salary – \$25,672.00 per year
4. Library
Name of Employee – Katie Martin
Date of Employment – December 29, 2020
Classification – Office Manager, Full-Time
Salary – \$38,274.00 per year
5. EMS
Name of Employee – Sharon McDaniel
Date of Employment – December 3, 2020
Classification – Paramedic, Part-Time
Salary – \$18.50 per hour
6. Health
Name of Employee – Matthew Craine
Date of Employment – January 4, 2021
Classification – Public Health Education Specialist, Full-Time
Salary – \$34,064.00 per year
7. Library
Name of Employee – Camilla Melton
Date of Employment – January 5, 2021
Classification – Library Assistant, Part-Time
Salary – \$11.19 per hour
8. Library

- Name of Employee – Julia Hobbs
Date of Employment – January 4, 2021
Classification – Library Assistant, Part-Time
Salary – \$11.19 per hour
9. DSS
Name of Employee – Rozalind Hamilton
Date of Employment – January 4, 2021
Classification – IMC I w/a IMC II, Full-Time
Salary – \$28,304.00 per year
10. DSS
Name of Employee – Adam White
Date of Employment – January 4, 2021
Classification – IMC I w/a IMC II, Full-Time
Salary – \$28,304.00 per year
11. Library
Name of Employee – Joyce Bayles
Date of Employment – January 4, 2021
Classification – Library Assistant, Part-Time
Salary – \$11.31 per hour
12. Jail
Name of Employee – James Hanus
Date of Employment – January 6, 2021
Classification – Detention Entry, Full-Time
Salary – \$31,535.17 per year
13. 911
Name of Employee – Morgan Brewer
Date of Employment – January 13, 2021
Classification – Telecommunicator I, Full- Time
Salary – \$29,719.00 per year
14. 911
Name of Employee – Tara Pease
Date of Employment – January 15, 2021
Classification – Telecommunicator I, Full-Time
Salary – \$29,719.00 per year
15. Jail
Name of Employee – Richard Slover Jr.
Date of Employment – January 14, 2021
Classification – Detention Entry, Full-Time
Salary – \$31,535.57 per year
16. 911
Name of Employee – Kearston Edwards
Date of Employment – January 13, 2021
Classification – Telecommunicator I, Full-Time
Salary – \$29,719.00 per year
17. Jail
Name of Employee – Alejandro Jones
Date of Employment – October 14, 2020
Classification – Master Detention, Full-Time
Salary – \$35,679.13 per year
18. Jail
Name of Employee – Janice Lamb
Date of Employment – October 16, 2020
Classification – Detention Entry, Full-Time
Salary – \$31,535.57 per year
19. 911
Name of Employee – Lori O'Briant
Date of Employment – October 16, 2020
Classification – Telecommunicator, Full-Time
Salary – \$31,204.95 per year

Adjournment

At 10:42 a.m., Commissioner George Wayne Aycok, Jr. adjourned the meeting of the Wayne County Board of Commissioners.

Carol Bowden, Clerk to the Board
Wayne County Board of Commissioners

APPOINTMENTS FOR MARCH 2, 2021

Motion to reappoint Fran Kasey and Brenda Britt to the Wayne County Council on Aging. These reappointments were recommended on 2/16/21 to the Board of Commissioners.

NORTH CAROLINA
WAYNE COUNTY

WAYNE COUNTY JETPORT

GROUND LEASE

THIS CORPORATE HANGAR GROUND LEASE AGREEMENT (the "Agreement" or "Lease") is entered into as of this the _____ day of _____, 2021, by and between COUNTY OF WAYNE (hereinafter referred to as "LESSOR") and AL OATES (hereinafter referred to as "LESSEE").

WITNESSETH:

WHEREAS, LESSOR is duly empowered to operate and manage and control the Wayne County Airport (the "Airport") and all facilities located thereon;

WHEREAS, LESSOR has determined that the construction and leasing of hangars is necessary and essential in order to accommodate the needs of general aviation aircraft and to promote economic development in Wayne County;

WHEREAS, pursuant to NCGS § 158-7.1 LESSOR held a public hearing on March 2, 2021 and approved the execution of the lease pursuant to the terms contained herein:

WHEREAS, LESSEE desires to construct multiple hangars for the purposes of storing and operating various aircraft;

WHEREAS, LESSEE'S storage of aircraft will generate at least Two Million Dollars (\$2,000,000.00) in taxable property base for Wayne County;

NOW, THEREFORE, the parties for and in consideration of the covenants and agreements container herein do hereby contract and agree as follows:

ARTICLE 1. LEASED PREMISES

LESSEE is hereby authorized to house aircraft and items related to the LESSEE's primary business subject to the terms and conditions identified in this Agreement on the one (1) 100' x 100' tract and the two (2) 100' x 120' tracts land lying in Wayne County North Carolina, said parcel being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Premises"). LESSEE shall construct 3 (three) hangars on the Premises consist with the terms contained in Section 4.5. LESSEE shall have a non-exclusive pedestrian and vehicular ingress, egress and access easement to and from the Premises and a non-exclusive pedestrian, vehicular and aircraft traffic ingress, egress, and access to and from the Premises and all runways and taxiways located upon the Airport subject to terms hereinafter described. Additionally, LESSEE shall require access to an offsite utility area for the storage and usage of certain utility equipment. Prior to installation of said equipment, the parties shall execute a separate

Memorandum of Understanding outlining the location parameters of the offsite utility area. The offsite utility area shall be included in the Rent and Charges outlined in Section 3.1

ARTICLE 2. TERM OF LEASE AGREEMENT

2.1 Commencement and Expiration Dates. The term of this Agreement and the Lease shall be for twenty (20) years, beginning on April 1, 2021 unless sooner terminated as provided herein. After the initial twenty (20) year term, LESSEE shall have the option to renew this Lease for one, additional ten (10) year period. Upon agreement to enter into an additional ten-year term, the rental charges shall be reestablished pursuant to the terms of Section 3.1.

2.2 Conclusion of the Term of the Lease. Upon the expiration of the Term of this Agreement, LESSOR shall have the option to purchase any improvements at the then existing tax value, subject to the terms of Section 4.4.

2.3 Holdover. In the event LESSEE shall continue to occupy the lease premises after the expiration of this lease without any agreement in writing with LESSOR as to the term or conditions of such continued occupancy, such tenancy shall be on a month-to-month basis under the same terms and conditions as are provided in this Agreement, except that the rentals, fees and charges for such tenancy shall be determined on a fair market value basis. The month to month tenancy created by the LESSEE'S continued occupancy may be determined and canceled by the LESSOR or by the LESSEE upon giving sixty (60) days written notice to the other party.

ARTICLE 3. RENTS AND CHARGES

3.1 Initial Rent Rates. LESSEE shall pay to LESSOR twenty cents (\$0.20) per square foot per year for _____ square feet of exclusive use of land space as described in Exhibit A and _____ for use of all other areas (parking lots, sidewalks, ramps, aprons, grass, etc.). This rental rate shall increase two percent (2%) each year this Agreement remains in effect. The first year's rent shall be paid upon execution of this Agreement. All subsequent rental payments shall be paid annually no later than April 1st of each year. All rent and any other sum due to LESSOR in accordance with any provisions of this Lease shall be paid without notice or demand and without set-off or deduction of any kind, except as otherwise expressly provided in this Lease. In the event the parties agree to extend the term of this Agreement pursuant to Section 2.1, the annual rental charges shall be recalculated at the beginning of each renewal term. The parties agree that the new annual rental rate shall be calculated based upon the average rate per square foot of hanger leases at municipal airports located in the counties adjoining Wayne County.

3.2 Utilities. LESSOR shall provide LESSEE access to all utilities for the duration of this lease. Such utilities shall include electricity, water, internet, and trash disposal services.

3.3 Late Payment Fee. In the even LESSEE fails to pay all or part of any rentals or fees within 30 days after the same become due, such delinquent items shall bear interest at rate of 10% per month from the due date thereof until paid. LESSEE covenants and agrees to pay such

interest promptly on demand and in no event later than the next payment date after which such late payment fee accrues.

3.4 Additional Lessor Requirements. LESSOR shall be responsible for creation of pad ready sites for future construction by LESSEE. LESSOR will have premises graded to within approximately 1 inch of LESSEE'S tolerance.

3.5 Additional Lessee Requirements. LESSEE shall be required to store no less than ONE MILLION (\$1,000,000.00) DOLLARS of appraised personal property in each constructed hangar at all times. LESSEE must report taxable property to the Wayne County Tax Collector on January 1st for each year this Lease Agreement is in place. Failure to do so shall be grounds for termination pursuant to Article 9 of this Lease Agreement.

ARTICLE 4. IMPROVEMENTS

4.1 Responsibilities of LESSOR. LESSOR shall, at its sole costs and expense, shall create one (1) 100' x 100' and two (2) 100' x 120' pad ready sites on the Premises prior to LESSEE commencing construction consistent with the terms contained hereinafter. In the event that LESSEE desires a pad ready site in excess of 100' x 100' feet, LESSEE shall bear all costs of expansion of said site.

4.2 Payment of Cost(s) and Authorization. LESSEE shall, at its sole cost and expense, construct, erect and install in and on the leased Premises such additional improvements, furnishings, fixtures, and equipment that LESSEE determines to be necessary to service, house, and repair aircraft. All Improvements to be constructed or installed shall be done in accordance with airport architectural and engineering standards and all applicable statutes, laws, codes, regulations and ordinances; PROVIDED, HOWEVER, that prior to the commencement of any construction, improvements, installations, additions and alterations on or to the leased Premises, the plans and specification for the same shall be reviewed and approved by the Wayne County Jetport Commission ("Commission"). LESSOR may refuse to permit the installation, alteration or modification of any structure or appurtenance upon the leased premises which would, in its sole opinion, damage be detrimental to, or detract from the appearance of the Airport or property or buildings, damage or endanger the structural soundness of Airport buildings, or fail to meet the requirements of the Commission for the safe use of buildings and appurtenances.

4.3 Improvement(s) Design. LESSEE covenants and agrees that the improvements to be made by its on said premises shall correspond in design and appearance with existing and other known new facilities to be constructed on the airport, agree with design criteria incorporated in the Airport Layout Plan (ALP) and architectural standards that may be subsequently promulgated by the Commission and the Wayne County Board of Commissioners. LESSOR will provide copies of the ALP to LESSEE, including new or revised versions should the ALP be amended during the term of this lease. LESSEE further covenants that it will submit and have all improvement designs approved by the Wayne County Building Inspector before improvements are made.

4.4 Ownership of Improvement(s) and Reversion. The improvements constructed on the demised premises by LESSEE shall be the property of the LESSEE during the Term of the Lease and any renewals or extensions thereof, and during said Term, the LESSEE shall have full responsibility to pay any sums from the construction thereof, and LESSEE shall not remove from said Premises any buildings erected thereon during or at the end of the term herein granted. Upon termination of the Term of Lease, LESSOR shall have the exclusive option to purchase any improvements on the property. The purchase price of the improvements shall be determined based upon the most recent appraised tax value by the Wayne County Tax Assessor.

4.5 Construction of Premises. LESSEE shall complete construction of one 100' x 100' hangar and two 100' x 120' hangars no later than March 31, 2022. These initial construction dates may be extended with LESSOR'S written approval or due to matters beyond the control of the LESSEE such as, but not limited to, labor and material shortage and Acts of God. In the event that LESSEE does not construct the Improvements within the periods set forth herein, LESSOR or LESSEE MAY terminate this Lease and thereafter, neither party shall have any further obligations pursuant to this Lease.

4.6 Design Phase. LESSEE shall hire a professional engineer, licensed in the State of North Carolina, to produce final signed and sealed plans and construction specifications. LESSEE shall provide copies of the Professional Engineer's plans to the Commission and obtain Commission's approval of said plans prior to starting construction.

4.7 Construction Phase. LESSEE agrees to comply with any and all requirements and specifications of the Airport's Consulting Engineer and to construct said Hangar in a workman like manner without unnecessary damage to the leased premises. The Airport's Consulting Engineer and Wayne County shall be allowed to inspect any and all work done during the construction phase of the Hangar. LESSEE authorizes the Airport's Consulting Engineer and/or Wayne County to stop work at the Hangar immediately in the event that any of the plans or specifications are not being followed. In the event that the Airport's Consulting Engineer and/or Wayne County stops work at the hangar, LESSEE shall be immediately notified and the parties shall work towards a sufficient solution to avoid any unnecessary delays. The Airport's Consulting Engineer shall provide periodic construction inspection services to ensure Improvements and Hangar are being constructed in accordance with Airport's Development Plan, Professional Engineer's plans and specifications, respectively. LESSOR agrees to provide LESSEE contact information of Consulting Engineer and notify LESSEE of any changes in engineering professionals retained by LESSOR. LESSOR further agrees to provide LESSEE or LESSEE'S designee access to an acceptable construction area within the proximity of LESSEE'S construction site and to provide an additional construction parking area if requested by LESSEE.

Article 5. INSURANCE

5.1 Certificates. LESSEE shall provide the LESSOR with Certificate(s) of insurance evidencing coverage for the premises, any aircraft stored therein, and general liability for the business before occupying the space. Certificate must name LESSOR as "additional insured".

5.2 Notices of Cancellation. Each of the insurance policies and certificates shall show the County of Wayne and the Airport as additional named insured and shall bear the following provision:

THIS POLICY CANNOT BE CANCELED, REDUCED IN AMOUNT OR COVERAGE ELIMINATED WITHOUT PROVIDING AT LEAST THIRTY DAYS ADVANCE NOTICE TO THE INSURED AND THE COUNTY OF WAYNE AND THE WAYNE COUNTY AIRPORT OF SUCH ALTERATIONS OR CANCELLATION, SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED. SUCH NOTICE SHALL BE MAILED TO COUNTY MANAGER, WAYNE COUNTY, PO BOX 227, GOLDSBORO, NC 27533.

5.3 Review of Coverage Limits. LESSOR reserves the right to review all insurance minimum coverage limits every two years and to require LESSEE to adjust such minimum coverage limits as reasonably recommended by the County and/or Commission.

5.4 North Carolina. All insurance coverage shall be with an insurance company or companies licensed to do business in the State of North Carolina.

ARTICLE 6. INDEMNITY

LESSEE shall indemnify and hold the LESSOR (including the Airport Director, Wayne County, and the Commission), and their agents, officers, appointees, members, representatives, elected officials, employees, guests, and invitees harmless from any and all claims, liabilities, penalties, damages, expenses, and judgments for injuries or accidents to persons or damage to property of any nature and cause whatsoever arising directly or indirectly from the use of, and/or activities on, the Airport by LESSEE, its agents, officer, employees, representatives, suppliers, customers, or invitees. LESSEE'S obligation to indemnify LESSOR shall include, without limitation, costs, expenses, and attorney fees (including those on appeal) incurred in defense of such claims. The parties hereby agree that under no circumstances shall LESSOR be liable for indirect, consequential, special, or exemplary damages such as, but not limited to, loss of revenue or anticipated profits or other damage related to the use of the Airport under this Agreement. This indemnification requirement set forth in this Article shall survive termination of this Agreement and shall not limit any other indemnification provisions in this Agreement.

ARTICLE 7. INSPECTION

LESSOR shall have the right to inspect the space used and business operated by LESSEE on the Airport. Accordingly, upon reasonable prior notice to LESSEE, LESSOR and/or LESSOR'S agents shall have the right to enter any area on the Airport leased or controlled or used by LESSEE during regular business hours for the purpose of inspecting the same or for such other purposes as LESSOR may determine are appropriate to carry out LESSOR'S responsibilities as the proprietor of the Airport. LESSOR shall make a reasonable effort not to interfere with the normal conduct of LESSEE on the Airport. LESSEE shall establish procedures so that in an emergency threatening LESSOR'S property or any property of another, or threatening substantial

damages to LESSOR'S interest as LESSOR or as the proprietor of the Airport, LESSOR may gain prompt admittance to any area leased, controlled or used by LESSEE on the Airport at all hours. LESSEE agrees to make available to LESSOR at reasonable times and upon reasonable notice, a representative who may, at LESSOR'S election, accompany LESSOR'S representative during LESSOR'S exercise of its right of entry and access and inspection.

ARTICLE 8. ASSIGNMENT: TRANSFER OF INTEREST.

Assignment of Sublease. LESSEE shall not sell, sublet, assign, transfer, sublease, or encumber any of its rights under this Agreement, in whole or in part, without the prior written consent of LESSOR and any such purported subletting, assignment, transfer, sublicensing, or encumbrance without such consent shall be null and void.

ARTICLE 9. BREACH OF AGREEMENT; EVENTS OF DEFAULT; LESSOR'S REMEDIES

9.1 Breach of Agreement. LESSEE'S failure to observe or perform any of the terms, covenants, conditions, requirements, or provisions of this Agreement with respect to any or all of the hangars on the Premises shall constitute a breach of this Agreement by LESSEE.

9.2 Events of Default. In addition to the other events specified in this Agreement as constituting defaults, the occurrence of any one or more of the following constitute a breach of this Agreement by LESSEE.

- a) Failure to pay rent or fees when due.
- b) The continuation of a breach of this Agreement by LESSEE for fifteen (15) or more days after LESSEE'S receipt of LESSOR'S written notice of such breach and a demand for correction of the breach.
- c) LESSEE'S making any general assignment or general arrangement for the benefit of creditors; or the filing by or against LESSEE for a petition of reorganization or arrangement under any law relating to bankruptcy (unless the petition is filed against LESSEE is involuntary and is dismissed within ninety (90) days); or upon the appointment of a trustee or receiver to take possession of LESSEE'S assets located at the Airport or LESSEE'S interest in this Agreement.

9.3 LESSOR'S Remedies upon Default. Lessor shall have the following remedies if LESSEE commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or late allowed by law.

- a) LESSOR shall have the right to continue this Lease in full force and effect, and have the right to enter the premises with the written notice to vacate and relet them, changing any or all locks on the premises all without being liable for forcible entry, trespass, or other tort. LESSEE shall be liable immediately to

LESSOR for all costs LESSOR shall incur in reletting the premises and LESSEE shall pay to LESSOR the rent due under this Lease on the date that the rent is due, less the rent LESSOR received from reletting.

- b) LESSOR shall have the right to terminate this Lease with written notice to vacate sent to LESSEE and LESSEE'S rights to possession of the premises shall terminate at that time, and LESSOR may then re-enter the premises and shall have the right to pursue its remedies at law or in equity to recover of LESSEE all amounts of rent then due or thereafter accruing and such other damages as are caused by LESSEE'S default.
- c) No course of dealing between LESSOR and LESSEE or any delay on the part of LESSOR in exercising any rights it may have under this Lease shall operate as a waiver of any of the rights of LESSOR hereunder nor shall any waiver of a prior default operate as a waiver of any subsequent default or defaults an no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

ARTICLE 10. PROHIBITED ACTIVITIES

10.1 No Convicted Criminal. LESSEE shall not employ at the Airport any person whom LESSEE knows to have been convicted of any of the crimes listed in 49 C.F.R. § 1542.209(d), as amended from time to time.

10.2 No Waste. LESSEE shall neither commit nor create, nor permit its representatives, supplies, customers, or invitees to commit or create any unlawful nuisance, waste or injury on the Airport, and shall neither do, nor permit its representatives, suppliers, customers, or invitees to do anything which may result in the commission, creation, or maintenance of such nuisance, waste or injury on the Airport.

10.3 No Interference. LESSEE shall neither do, nor permit its representatives, suppliers, customers, or invitees to do anything which may interfere with the effectiveness of accessibility of the drainage system, sewage system, fire protection system, sprinkler system, alarm system, fire hydrants, or fire hoses, if any installed or located on the Airport. LESSEE, its representatives, suppliers, customers, or invitees shall not interfere with the landing and taking off of aircraft and/or interfere with LESSOR'S requirements under 14 C.F.R. Part 77. LESSEE specifically acknowledges that the leased Premises are being used as an airport.

10.4 No Hazard. LESSEE shall neither do, nor permit its representatives, suppliers, customers, or invitees, to do any act or thing on the Airport which will invalidate or conflict with the terms of any insurance policies covering the Airport or any part of it; or which may create a hazardous condition on the Airport.

10.5 Hazardous Materials. LESSEE shall not generate, use, store, or dispose of any Hazardous Materials in or about the Airport, nor permit LESSEE's representatives, suppliers, customers, or invitees to do so. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety. LESSEE shall only be allowed to store oil or other petroleum products as may be necessary for the customary maintenance of aircrafts using the Airport. In the event LESSEE, its representatives, suppliers, customers, or invitees spill, leak or otherwise discharge any fuel or oil onto the premises, or any other areas on the Airport, LESSOR shall immediately take steps to notify the Airport Director and at its own expense, clean up, contain, and dispose of all spilled materials and comply fully with LESSOR'S clean-up plan while engaging in such clean-up operations. Failure by LESSEE to notify the Airport Director or take immediate action to clean up any spills or leaks shall entitle LESSOR to proceed with clean-up procedures and action, the entire expense of which shall be paid in fully by LESSEE within ten (10) days after notice and invoice from LESSOR of the actual costs incurred in such clean-up operations. LESSEE shall indemnify and hold LESSOR harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses arising during or after the term of this agreement from LESSEE'S breach of this subsection. The indemnification requirement set forth in this subsection shall survive termination of this Agreement and shall not limit any other indemnification provisions in this Agreement.

10.6 Ban on Residential Dwelling. LESSEE shall not live on the Airport nor permit LESSEE'S representatives, suppliers, customers, or invitees to do so.

ARTICLE 11. ADDITIONAL OBLIGATIONS OF LESSEE.

11.1 Maintenance of Building and Equipment. LESSEE shall maintain all of LESSEE'S equipment stored or operated on the Airport in a safe condition consistent with all grant assurances and all federal, state and local laws, regulations, and rules and in accordance with all manufacturer manuals and bulletins. LESSEE shall be responsible for the repair of fault utility systems to include water and electrical. LESSEE shall also be responsible for the structural integrity of the demised premises. LESSEE agrees, at LESSEE'S sole cost and expense, to keep Premises and Improvements neat, clean and orderly at all times.

11.2 Safe Operations of Equipment. LESSEE shall operate all of LESSEE'S equipment in a safe manner and in accordance with all grant and assurance and all federal, state, and local laws, regulations, and rules, including noise rules, and in accordance with all manufacturers manuals and bulletins.

11.3 Considerate Conduct. LESSEE shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation, so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport or in areas of LESSOR'S operation.

11.4 Qualified Personnel. LESSEE shall employ persons qualified to conduct safe operations, and in accordance with all grant assurances and all federal, state, and local laws, regulations and rules; as applicable.

11.5 Observance of Airport Rules. LESSEE shall observe and obey, and require its representatives, suppliers and customers to observe and obey, such rules, regulations and/or standards as may be promulgated by LESSOR from time to time for reasons of safety, security, health, sanitation or good order.

11.6 Cleanliness. LESSEE shall keep all Airport areas leased and/or controlled by LESSEE in a clean condition and not permit any unsightly conditions to exist. Reasonable determinations on such matters by LESSOR, as the Airport proprietor, shall be binding upon LESSEE.

11.7 Conduct of Invitees. LESSEE shall make reasonable attempts to control the conduct and demeanor of its representatives, suppliers, customers, and invitees, on, from and around the Airport, and shall take all steps necessary to remove persons whom LESSOR may for good and sufficient cause deem objectionable.

11.8 Affecting Aircraft Operations. LESSEE shall not use the Airport in any manner that might interfere with the landing or taking off of aircraft from the Airport or otherwise constitute a hazard.

11.9 Parking. LESSEE shall ensure that its vehicles and those of its representatives, suppliers, customers, and invitees are parked only in Airport areas designated by LESSOR as parking areas. Additionally, LESSEE shall not store unused or non-operational vehicles, recreational vehicles, motorcycles or mopeds on the airport property without the consent of the Airport Director.

11.10 Pets. LESSEE agrees that any domesticated animals or pets will be leashed while on airport premises and that LESSEE or LESSEE's invitees will be held responsible for any conduct of animals while on airport premises. LESSEE or LESSEE'S invitees shall be responsible for prompt collection and disposal of animal waste.

11.11 Limitations. LESSEE'S rights hereunder shall be subject to express conditions and limitations contained herein and the lawful rights and LESSOR of all governmental authorities having jurisdiction. In addition to the limitations stated elsewhere in this Agreement, LESSEE shall not use the Airport in any manner that would constitute waste, nuisance, or unreasonable annoyance to LESSOR or any other LESSEE, occupant, or user of the Airport.

ARTICLE 12. AIRPORT FUNCTIONS.

12.1 Airport Maintenance. LESSOR shall maintain and keep in repair the landing area (which shall include, without limitations, the runway, taxiway, and apron areas) of the Airport and all publicly-owned facilities of the Airport, and shall direct and control all activities of LESSEE and its representatives, suppliers, customers, and invitees, in this area. LESSOR shall have the right to further develop or improve the landing area of the Airport or any other facility or function of the Airport as it sees fit and LESSEE shall be prohibited from interfering with or hindering such development.

12.2 Exclusive Rights. Notwithstanding anything herein contained that may be, appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the LESSOR herein reserves the right to grant similar privileges to another LESSEE or other LESSEES on other parts of the airport.

12.3 Force majeure. Neither LESSOR nor LESSEE shall be liable in damages or otherwise because of the interruption of any service, or termination, interruption or disturbance, attributable to strike, lockout, accident, war, or other emergency, law, order, rule, or regulation of or by any governmental authorities, airport grant assurance, failure of supply, inability to obtain supplies, parts, or employees, or any cause beyond such party's reasonable control.

ARTICLE 13. COMPLIANCE WITH LAW; GRANT ASSURANCES, NONDISCRIMINATION; AFFIRMATIVE ACTION.

13.1 Compliance. LESSEE shall comply with this Agreement, all applicable federal, state, country, or local agreements (including agreements between LESSOR and federal, state, county or local government authorities or agencies), laws, rules, regulations, ordinances, grant assurances, and orders of any and all governmental authorities and agencies concerning the Airport or the use thereof, including, but not limited to, the United States Department of Transportation ("DOT"), United States Federal Aviation Administration ("FAA"), the United States Environmental Protection Agency ("EPA"), the Transportation Security Administration (TSA), the North Carolina Transportation Department (NCDOT), North Carolina Department of Environmental Quality ("NC DEQ"), and shall also comply with any rules of occupancy or airport rules regulations, or minimum standards which may be issued by LESSOR or LESSOR'S successor from time to time.

13.2 Nondiscrimination. LESSEE shall ensure that (i) no person on the grounds of race, creed, color, national origin, sex, sexual orientation, age, or handicap, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the LESSEE'S providing employment and in the use of LESSEE'S services, (ii) in the construction of any improvements on, over or under any land leased by LESSEE at the Airport, in LESSEE'S providing employment, and in LESSEE'S furnishing of services at the Airport, no person, on the grounds of race, creed, color, national origin, sex, sexual orientation, age or handicap, shall be excluded from participation in, or denied the benefits of such construction or such services, or otherwise be subject to discrimination, and (iii) LESSEE shall use the Airport in compliance with

all other requirements imposed by or pursuant to 41 C.F.R. Part 60; 49 U.S.C. § 306; 49 C.F.R. Part 21; 49 C.F.R. 27; or the grant assurances contained in FAA Order 5100.38A; as said laws, regulations, or assurances may be amended from time to time.

13.3 Civil Rights. LESSEE shall comply with pertinent statutes, Executive Orders and such applicable rules are promulgated to assure that no person shall on the grounds of race, creed, color, national origin, sex, sexual orientation, age, or handicap, be excluded from participating in any activity conducted with or benefiting from federal assistance. Wayne County is an equal employment opportunity employer. The County is a federal contractor, and therefore the provisions and affirmative action obligations of 41 CFR § 60-1.4(a), 41 CFR 60-741.5(a), and 41 CFR 60-250.4 are incorporated herein by reference, where applicable.

13.4 Nondiscriminatory Pricing. LESSEE shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided however, that LESSEE may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers or users.

13.5 Affirmative Action. LESSEE will ensure that no person shall, on the grounds of race, creed, color, national origin, sex, or sexual orientation be excluded by LESSEE from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. LESSEE assures that no person shall be excluded by LESSEE on these grounds from participating in or receiving the services or benefits of any program or activity covered by the subpart. LESSEE agrees that in the event facilities are constructed, maintained, or otherwise operated on property leases by LESSEE at the Airport, for a purpose for which a DOT program or activity is extended, or for another purpose involving the provision of similar service or benefits. LESSEE shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to Title 29 code of Federal Regulations, DOT Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended from time to time.

ARTICLE 14. SECURITY

14.1 All Applicable Rules. LESSEE shall be responsible for fully complying with any and all applicable grant assurances and all applicable rules, regulations, restrictions, ordinances, statutes, laws, and/or orders or any federal, state, and/or local governmental entity regarding airport and airfield security.

14.2 Access to Secured Areas. LESSEE shall comply fully with applicable provisions of the Federal Aviation Administration Regulations, 14 C.F.R. 77 and 49 C.F.R. Part 1542 as amended from time to time, including the establishment and implementation of procedures acceptable to the Airport Administrator to control access from space leased or controlled by LESSEE to the air operation areas in accordance with the Airport Security Program. Further, LESSEE shall exercise exclusive security responsibility for space leased or controlled by LESSEE.

14.3 Doors and Gates. LESSEE shall be responsible for the maintenance and repair of gates and doors that are located on space leased or controlled by LESSEE. Gates and doors located on space leased or controlled by LESSEE which permit entry into restricted areas at the Airport shall be kept locked by LESSEE at all times when not in use or under LESSEE'S constant security surveillance. Gate or door malfunctions that permit unauthorized entry into restricted areas shall be reported to the Airport Director without delay and affected gates or LESSEE shall maintain doors under constant surveillance until repairs are affected and/or the gate or door is properly secured.

14.4 Penalties. All civil penalties levied by the Federal Aviation Administration for violation of Federal Aviation Regulations pertaining to security, gates, or doors located on the space leased by or otherwise controlled by LESSEE shall be the sole responsibility of LESSEE. LESSEE shall indemnify the Airport and LESSOR for any federal civil penalties or amounts the Airport or County must pay due to any security violation arising from the use of the Airport by LESSEE or the breach of any obligation imposed by Article 6 herein. The indemnification requirement set forth in this Section shall survive termination of this and shall not limit any other indemnification provisions in this Agreement.

SECTION 15. NOTICES

Any notice of demand which any provision in this Lease is required or allowed to be given by either party to the other shall be deemed to have been sufficiently given for all purposes when made in writing and sent in the United States mail as certified or registered mail, return receipt requested, postage prepared and addressed as follows:

TO LESSEE:

TO LESSOR:

County Manager
PO Box 227
Goldsboro, NC 27533

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have duly signed, sealed and delivered this Agreement by duly authorized officers, all as of the date first above written.

COUNTY OF WAYNE

BY: _____
CRAIG HONEYCUTT
COUNTY MANAGER

AL OATES

BY: _____

NORTH CAROLINA
WAYNE COUNTY

WAYNE COUNTY JETPORT

GROUND LEASE

THIS CORPORATE HANGAR GROUND LEASE AGREEMENT (the "Agreement" or "Lease") is entered into as of this the _____ day of _____, 2021, by and between COUNTY OF WAYNE (hereinafter referred to as "LESSOR") and AL OATES (hereinafter referred to as "LESSEE").

WITNESSETH:

WHEREAS, LESSOR is duly empowered to operate and manage and control the Wayne County Airport (the "Airport") and all facilities located thereon;

WHEREAS, LESSOR has determined that the construction and leasing of hangars is necessary and essential in order to accommodate the needs of general aviation aircraft and to promote economic development in Wayne County;

WHEREAS, pursuant to NCGS § 158-7.1 LESSOR held a public hearing on March 2, 2021 and approved the execution of the lease pursuant to the terms contained herein;

WHEREAS, LESSEE desires to construct multiple hangars for the purposes of storing and operating various aircraft;

WHEREAS, LESSEE'S storage of aircraft will generate at least Two Million Dollars (\$2,000,000.00) in taxable property base for Wayne County;

NOW, THEREFORE, the parties for and in consideration of the covenants and agreements contained herein do hereby contract and agree as follows:

ARTICLE 1. LEASED PREMISES

LESSEE is hereby authorized to house aircraft and items related to the LESSEE's primary business subject to the terms and conditions identified in this Agreement on the 100' x 100' certain tract or parcel of land lying in Wayne County North Carolina, said parcel being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Premises"). LESSEE shall construct a hangar on the Premises consistent with the terms of Section 4.5. LESSEE shall have a non-exclusive pedestrian and vehicular ingress, egress and access easement to and from the Premises and a non-exclusive pedestrian, vehicular and aircraft traffic ingress, egress, and access to and from the Premises and all runways and taxiways located upon the Airport subject to terms hereinafter described. Additionally, LESSEE shall require access to an offsite utility area for the storage and usage of certain utility equipment. Prior to installation of said equipment, the parties shall execute a separate Memorandum of Understanding outlining the

location parameters of the offsite utility area. The offsite utility area shall be included in the Rent and Charges outlined in Section 3.1

ARTICLE 2. TERM OF LEASE AGREEMENT

2.1 Commencement and Expiration Dates. The term of this Agreement and the Lease shall be for twenty (20) years, beginning on April 1, 2021 unless sooner terminated as provided herein. After the initial twenty (20) year term, LESSEE shall have the option to renew this Lease for one, additional ten (10) year period. Upon agreement to enter into an additional ten-year term, the rental charges shall be reestablished pursuant to the terms of Section 3.1.

2.2 Conclusion of the Term of the Lease. Upon the expiration of the Term of this Agreement, LESSOR shall have the option to purchase any improvements at the then existing tax value, subject to the terms of Section 4.4.

2.3 Holdover. In the event LESSEE shall continue to occupy the lease premises after the expiration of this lease without any agreement in writing with LESSOR as to the term or conditions of such continued occupancy, such tenancy shall be on a month-to-month basis under the same terms and conditions as are provided in this Agreement, except that the rentals, fees and charges for such tenancy shall be determined on a fair market value basis. The month to month tenancy created by the LESSEE'S continued occupancy may be determined and canceled by the LESSOR or by the LESSEE upon giving sixty (60) days written notice to the other party.

ARTICLE 3. RENTS AND CHARGES

3.1 Initial Rent Rates. LESSEE shall pay to LESSOR twenty cents (\$0.20) per square foot per year for _____ square feet of exclusive use of land space as described in Exhibit A and _____ for use of all other areas (parking lots, sidewalks, ramps, aprons, grass, etc.). This rental rate shall increase two percent (2%) each year this Agreement remains in effect. The first year's rent shall be paid no later than April 1, 2022. All subsequent rental payments shall be paid annually no later than April 1st of each year. All rent and any other sum due to LESSOR in accordance with any provisions of this Lease shall be paid without notice or demand and without set-off or deduction of any kind, except as otherwise expressly provided in this Lease. In the event the parties agree to extend the term of this Agreement pursuant to Section 2.1, the annual rental charges shall be recalculated at the beginning of each renewal term. The parties agree that the new annual rental rate shall be calculated based upon the average rate per square foot of hanger leases at municipal airports located in the counties adjoining Wayne County.

3.2 Utilities. LESSOR shall provide LESSEE access to all utilities for the duration of this lease. Such utilities shall include electricity, water, internet, and trash disposal services.

3.3 Late Payment Fee. In the even LESSEE fails to pay all or part of any rentals or fees within 30 days after the same become due, such delinquent items shall bear interest at rate of 10% per month from the due date thereof until paid. LESSEE covenants and agrees to pay such

interest promptly on demand and in no event later than the next payment date after which such late payment fee accrues.

3.4 Additional Lessor Requirements. LESSOR shall be responsible for creation of pad ready sites for future construction by LESSEE. LESSOR will have premises graded to within approximately 1 inch of LESSEE'S tolerance.

3.5 Additional Lessee Requirements. LESSEE shall be required to store no less than ONE MILLION (\$1,000,000.00) DOLLARS of appraised personal property in each constructed hangar at all times. LESSEE must report taxable property to the Wayne County Tax Collector on January 1st for each year this Lease Agreement is in place. Failure to do so shall be grounds for termination pursuant to Article 9 of this Lease Agreement.

ARTICLE 4. IMPROVEMENTS

4.1 Responsibilities of LESSOR. LESSOR shall, at its sole costs and expense, shall create a 100' x 100' pad ready site on the Premises prior to LESSEE commencing construction consistent with the terms contained hereinafter. In the event that LESSEE desires a pad ready site in excess of 100' x 100' feet, LESSEE shall bear all costs of expansion of said site.

4.2 Payment of Cost(s) and Authorization. LESSEE shall, at its sole cost and expense, construct, erect and install in and on the leased Premises such additional improvements, furnishings, fixtures, and equipment that LESSEE determines to be necessary to service, house, and repair aircraft. All Improvements to be constructed or installed shall be done in accordance with airport architectural and engineering standards and all applicable statutes, laws, codes, regulations and ordinances; PROVIDED, HOWEVER, that prior to the commencement of any construction, improvements, installations, additions and alterations on or to the leased Premises, the plans and specification for the same shall be reviewed and approved by the Wayne County Jetport Commission ("Commission"). LESSOR may refuse to permit the installation, alteration or modification of any structure or appurtenance upon the leased premises which would, in its sole opinion, damage be detrimental to, or detract from the appearance of the Airport or property or buildings, damage or endanger the structural soundness of Airport buildings, or fail to meet the requirements of the Commission for the safe use of buildings and appurtenances.

4.3 Improvement(s) Design. LESSEE covenants and agrees that the improvements to be made by its on said premises shall correspond in design and appearance with existing and other known new facilities to be constructed on the airport, agree with design criteria incorporated in the Airport Layout Plan (ALP) and architectural standards that may be subsequently promulgated by the Commission and the Wayne County Board of Commissioners. LESSOR will provide copies of the ALP to LESSEE, including new or revised versions should the ALP be amended during the term of this lease. LESSEE further covenants that it will submit and have all improvement designs approved by the Wayne County Building Inspector before improvements are made.

4.4 Ownership of Improvement(s) and Reversion. The improvements constructed on the demised premises by LESSEE shall be the property of the LESSEE during the Term of the

Lease and any renewals or extensions thereof, and during said Term, the LESSEE shall have full responsibility to pay any sums from the construction thereof, and LESSEE shall not remove from said Premises any buildings erected thereon during or at the end of the term herein granted. Upon termination of the Term of Lease, LESSOR shall have the exclusive option to purchase any improvements on the property. The purchase price of the improvements shall be determined based upon the most recent appraised tax value by the Wayne County Tax Assessor.

4.5 Construction of Premises. LESSEE shall complete construction of the hangar no later than March 31, 2023. These initial construction dates may be extended with LESSOR'S written approval or due to matters beyond the control of the LESSEE such as, but not limited to, labor and material shortage and Acts of God. In the event that LESSEE does not construct the Improvements within the periods set forth herein, LESSOR or LESSEE may terminate this Lease and thereafter, neither party shall have any further obligations pursuant to this Lease.

4.6 Design Phase. LESSEE shall hire a professional engineer, licensed in the State of North Carolina, to produce final signed and sealed plans and construction specifications. LESSEE shall provide copies of the Professional Engineer's plans to the Commission and obtain Commission's approval of said plans prior to starting construction.

4.7 Construction Phase. LESSEE agrees to comply with any and all requirements and specifications of the Airport's Consulting Engineer and to construct said Hangar in a workman like manner without unnecessary damage to the leased premises. The Airport's Consulting Engineer and Wayne County shall be allowed to inspect any and all work done during the construction phase of the Hangar. LESSEE authorizes the Airport's Consulting Engineer and/or Wayne County to stop work at the Hangar immediately in the event that any of the plans or specifications are not being followed. In the event that the Airport's Consulting Engineer and/or Wayne County stops work at the hangar, LESSEE shall be immediately notified and the parties shall work towards a sufficient solution to avoid any unnecessary delays. The Airport's Consulting Engineer shall provide periodic construction inspection services to ensure Improvements and Hangar are being constructed in accordance with Airport's Development Plan, Professional Engineer's plans and specifications, respectively. LESSOR agrees to provide LESSEE contact information of Consulting Engineer and notify LESSEE of any changes in engineering professionals retained by LESSOR. LESSOR further agrees to provide LESSEE or LESSEE'S designee access to an acceptable construction area within the proximity of LESSEE'S construction site and to provide an additional construction parking area if requested by LESSEE.

Article 5. INSURANCE

5.1 Certificates. LESSEE shall provide the LESSOR with Certificate(s) of insurance evidencing coverage for the premises, any aircraft stored therein, and general liability for the business before occupying the space. Certificate must name LESSOR as "additional insured".

5.2 Notices of Cancellation. Each of the insurance policies and certificates shall show the County of Wayne and the Airport as additional named insured and shall bear the following provision:

THIS POLICY CANNOT BE CANCELED, REDUCED IN AMOUNT OR COVERAGE ELIMINATED WITHOUT PROVIDING AT LEAST THIRTY DAYS ADVANCE NOTICE TO THE INSURED AND THE COUNTY OF WAYNE AND THE WAYNE COUNTY AIRPORT OF SUCH ALTERATIONS OR CANCELLATION, SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED. SUCH NOTICE SHALL BE MAILED TO COUNTY MANAGER, WAYNE COUNTY, PO BOX 227, GOLDSBORO, NC 27533.

5.3 Review of Coverage Limits. LESSOR reserves the right to review all insurance minimum coverage limits every two years and to require LESSEE to adjust such minimum coverage limits as reasonably recommended by the County and/or Commission.

5.4 North Carolina. All insurance coverage shall be with an insurance company or companies licensed to do business in the State of North Carolina.

ARTICLE 6. INDEMNITY

LESSEE shall indemnify and hold the LESSOR (including the Airport Director, Wayne County, and the Commission), and their agents, officers, appointees, members, representatives, elected officials, employees, guests, and invitees harmless from any and all claims, liabilities, penalties, damages, expenses, and judgments for injuries or accidents to persons or damage to property of any nature and cause whatsoever arising directly or indirectly from the use of, and/or activities on, the Airport by LESSEE, its agents, officer, employees, representatives, suppliers, customers, or invitees. LESSEE'S obligation to indemnify LESSOR shall include, without limitation, costs, expenses, and attorney fees (including those on appeal) incurred in defense of such claims. The parties hereby agree that under no circumstances shall LESSOR be liable for indirect, consequential, special, or exemplary damages such as, but not limited to, loss of revenue or anticipated profits or other damage related to the use of the Airport under this Agreement. This indemnification requirement set forth in this Article shall survive termination of this Agreement and shall not limit any other indemnification provisions in this Agreement.

ARTICLE 7. INSPECTION

LESSOR shall have the right to inspect the space used and business operated by LESSEE on the Airport. Accordingly, upon reasonable prior notice to LESSEE, LESSOR and/or LESSOR'S agents shall have the right to enter any area on the Airport leased or controlled or used by LESSEE during regular business hours for the purpose of inspecting the same or for such other purposes as LESSOR may determine are appropriate to carry out LESSOR'S responsibilities as the proprietor of the Airport. LESSOR shall make a reasonable effort not to interfere with the normal conduct of LESSEE on the Airport. LESSEE shall establish procedures so that in an emergency threatening LESSOR'S property or any property of another, or threatening substantial damages to LESSOR'S interest as LESSOR or as the proprietor of the Airport, LESSOR may gain prompt admittance to any area leased, controlled or used by LESSEE on the Airport at all hours. LESSEE agrees to make available to LESSOR at reasonable times and upon reasonable notice, a

representative who may, at LESSOR'S election, accompany LESSOR'S representative during LESSOR'S exercise of its right of entry and access and inspection.

ARTICLE 8. ASSIGNMENT: TRANSFER OF INTEREST.

Assignment of Sublease. LESSEE shall not sell, sublet, assign, transfer, sublease, or encumber any of its rights under this Agreement, in whole or in part, without the prior written consent of LESSOR and any such purported subletting, assignment, transfer, sublicensing, or encumbrance without such consent shall be null and void.

ARTICLE 9. BREACH OF AGREEMENT; EVENTS OF DEFAULT; LESSOR'S REMEDIES

9.1 Breach of Agreement. LESSEE'S failure to observe or perform any of the terms, covenants, conditions, requirements, or provisions of this Agreement shall constitute a breach of this Agreement by LESSEE.

9.2 Events of Default. In addition to the other events specified in this Agreement as constituting defaults, the occurrence of any one or more of the following constitute a breach of this Agreement by LESSEE.

- a) Failure to pay rent or fees when due.
- b) The continuation of a breach of this Agreement by LESSEE for fifteen (15) or more days after LESSEE'S receipt of LESSOR'S written notice of such breach and a demand for correction of the breach.
- c) LESSEE'S making any general assignment or general arrangement for the benefit of creditors; or the filing by or against LESSEE for a petition of reorganization or arrangement under any law relating to bankruptcy (unless the petition is filed against LESSEE is involuntary and is dismissed within ninety (90) days); or upon the appointment of a trustee or receiver to take possession of LESSEE'S assets located at the Airport or LESSEE'S interest in this Agreement.

9.3 LESSOR'S Remedies upon Default. Lessor shall have the following remedies if LESSEE commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

- a) LESSOR shall have the right to continue this Lease in full force and effect, and have the right to enter the premises with the written notice to vacate and relet them, changing any or all locks on the premises all without being liable for forcible entry, trespass, or other tort. LESSEE shall be liable immediately to LESSOR for all costs LESSOR shall incur in reletting the premises and LESSEE shall pay to LESSOR the rent due under this Lease on the date that the rent is due, less the rent LESSOR received from reletting.

- b) LESSOR shall have the right to terminate this Lease with written notice to vacate sent to LESSEE and LESSEE'S rights to possession of the premises shall terminate at that time, and LESSOR may then re-enter the premises and shall have the right to pursue its remedies at law or in equity to recover of LESSEE all amounts of rent then due or thereafter accruing and such other damages as are caused by LESSEE'S default.
- c) No course of dealing between LESSOR and LESSEE or any delay on the part of LESSOR in exercising any rights it may have under this Lease shall operate as a waiver of any of the rights of LESSOR hereunder nor shall any waiver of a prior default operate as a waiver of any subsequent default or defaults an no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

ARTICLE 10. PROHIBITED ACTIVITIES

10.1 No Convicted Criminal. LESSEE shall not employ at the Airport any person whom LESSEE knows to have been convicted of any of the crimes listed in 49 C.F.R. § 1542.209(d), as amended from time to time.

10.2 No Waste. LESSEE shall neither commit nor create, nor permit its representatives, supplies, customers, or invitees to commit or create any unlawful nuisance, waste or injury on the Airport, and shall neither do, nor permit its representatives, suppliers, customers, or invitees to do anything which may result in the commission, creation, or maintenance of such nuisance, waste or injury on the Airport.

10.3 No Interference. LESSEE shall neither do, nor permit its representatives, suppliers, customers, or invitees to do anything which may interfere with the effectiveness of accessibility of the drainage system, sewage system, fire protection system, sprinkler system, alarm system, fire hydrants, or fire hoses, if any installed or located on the Airport. LESSEE, its representatives, suppliers, customers, or invitees shall not interfere with the landing and taking off of aircraft and/or interfere with LESSOR'S requirements under 14 C.F.R. Part 77. LESSEE specifically acknowledges that the leased Premises are being used as an airport.

10.4 No Hazard. LESSEE shall neither do, nor permit its representatives, suppliers, customers, or invitees, to do any act or thing on the Airport which will invalidate or conflict with the terms of any insurance policies covering the Airport or any part of it; or which may create a hazardous condition on the Airport.

10.5 Hazardous Materials. LESSEE shall not generate, use, store, or dispose of any Hazardous Materials in or about the Airport, nor permit LESSEE's representatives, suppliers, customers, or invitees to do so. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive

Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety. LESSEE shall only be allowed to store oil or other petroleum products as may be necessary for the customary maintenance of aircrafts using the Airport. In the event LESSEE, its representatives, suppliers, customers, or invitees spill, leak or otherwise discharge any fuel or oil onto the premises, or any other areas on the Airport, LESSOR shall immediately take steps to notify the Airport Director and at its own expense, clean up, contain, and dispose of all spilled materials and comply fully with LESSOR'S clean-up plan while engaging in such clean-up operations. Failure by LESSEE to notify the Airport Director or take immediate action to clean up any spills or leaks shall entitle LESSOR to proceed with clean-up procedures and action, the entire expense of which shall be paid in fully by LESSEE within ten (10) days after notice and invoice from LESSOR of the actual costs incurred in such clean-up operations. LESSEE shall indemnify and hold LESSOR harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses arising during or after the term of this agreement from LESSEE'S breach of this subsection. The indemnification requirement set forth in this subsection shall survive termination of this Agreement and shall not limit any other indemnification provisions in this Agreement.

10.6 Ban on Residential Dwelling. LESSEE shall not live on the Airport nor permit LESSEE'S representatives, suppliers, customers, or invitees to do so.

ARTICLE 11. ADDITIONAL OBLIGATIONS OF LESSEE.

11.1 Maintenance of Building and Equipment. LESSEE shall maintain all of LESSEE'S equipment stored or operated on the Airport in a safe condition consistent with all grant assurances and all federal, state and local laws, regulations, and rules and in accordance with all manufacturer manuals and bulletins. LESSEE shall be responsible for the repair of fault utility systems to include water and electrical. LESSEE shall also be responsible for the structural integrity of the demised premises. LESSEE agrees, at LESSEE'S sole cost and expense, to keep Premises and Improvements neat, clean and orderly at all times.

11.2 Safe Operations of Equipment. LESSEE shall operate all of LESSEE'S equipment in a safe manner and in accordance with all grant and assurance and all federal, state, and local laws, regulations, and rules, including noise rules, and in accordance with all manufacturers manuals and bulletins.

11.3 Considerate Conduct. LESSEE shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation, so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport or in areas of LESSOR'S operation.

11.4 Qualified Personnel. LESSEE shall employ persons qualified to conduct safe operations, and in accordance with all grant assurances and all federal, state, and local laws, regulations and rules; as applicable.

11.5 Observance of Airport Rules. LESSEE shall observe and obey, and require its representatives, suppliers and customers to observe and obey, such rules, regulations and/or standards as may be promulgated by LESSOR from time to time for reasons of safety, security, health, sanitation or good order.

11.6 Cleanliness. LESSEE shall keep all Airport areas leased and/or controlled by LESSEE in a clean condition and not permit any unsightly conditions to exist. Reasonable determinations on such matters by LESSOR, as the Airport proprietor, shall be binding upon LESSEE.

11.7 Conduct of Invitees. LESSEE shall make reasonable attempts to control the conduct and demeanor of its representatives, suppliers, customers, and invitees, on, from and around the Airport, and shall take all steps necessary to remove persons whom LESSOR may for good and sufficient cause deem objectionable.

11.8 Affecting Aircraft Operations. LESSEE shall not use the Airport in any manner that might interfere with the landing or taking off of aircraft from the Airport or otherwise constitute a hazard.

11.9 Parking. LESSEE shall ensure that its vehicles and those of its representatives, suppliers, customers, and invitees are parked only in Airport areas designated by LESSOR as parking areas. Additionally, LESSEE shall not store unused or non-operational vehicles, recreational vehicles, motorcycles or mopeds on the airport property without the consent of the Airport Director.

11.10 Pets. LESSEE agrees that any domesticated animals or pets will be leashed while on airport premises and that LESSEE or LESSEE's invitees will be held responsible for any conduct of animals while on airport premises. LESSEE or LESSEE'S invitees shall be responsible for prompt collection and disposal of animal waste.

11.11 Limitations. LESSEE'S rights hereunder shall be subject to express conditions and limitations contained herein and the lawful rights and LESSOR of all governmental authorities having jurisdiction. In addition to the limitations stated elsewhere in this Agreement, LESSEE shall not use the Airport in any manner that would constitute waste, nuisance, or unreasonable annoyance to LESSOR or any other LESSEE, occupant, or user of the Airport.

ARTICLE 12. AIRPORT FUNCTIONS.

12.1 Airport Maintenance. LESSOR shall maintain and keep in repair the landing area (which shall include, without limitations, the runway, taxiway, and apron areas) of the Airport and all publicly-owned facilities of the Airport, and shall direct and control all activities of LESSEE and its representatives, suppliers, customers, and invitees, in this area. LESSOR shall have the

right to further develop or improve the landing area of the Airport or any other facility or function of the Airport as it sees fit and LESSEE shall be prohibited from interfering with or hindering such development.

12.2 Exclusive Rights. Notwithstanding anything herein contained that may be, appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the LESSOR herein reserves the right to grant similar privileges to another LESSEE or other LESSEES on other parts of the airport.

12.3 Force majeure. Neither LESSOR nor LESSEE shall be liable in damages or otherwise because of the interruption of any service, or termination, interruption or disturbance, attributable to strike, lockout, accident, war, or other emergency, law, order, rule, or regulation of or by any governmental authorities, airport grant assurance, failure of supply, inability to obtain supplies, parts, or employees, or any cause beyond such party's reasonable control.

ARTICLE 13. COMPLIANCE WITH LAW: GRANT ASSURANCES, NONDISCRIMINATION; AFFIRMATIVE ACTION.

13.1 Compliance. LESSEE shall comply with this Agreement, all applicable federal, state, country, or local agreements (including agreements between LESSOR and federal, state, county or local government authorities or agencies), laws, rules, regulations, ordinances, grant assurances, and orders of any and all governmental authorities and agencies concerning the Airport or the use thereof, including, but not limited to, the United States Department of Transportation ("DOT"), United States Federal Aviation Administration ("FAA"), the United States Environmental Protection Agency ("EPA"), the Transportation Security Administration (TSA), the North Carolina Transportation Department (NCDOT), North Carolina Department of Environmental Quality ("NC DEQ"), and shall also comply with any rules of occupancy or airport rules regulations, or minimum standards which may be issued by LESSOR or LESSOR'S successor from time to time.

13.2 Nondiscrimination. LESSEE shall ensure that (i) no person on the grounds of race, creed, color, national origin, sex, sexual orientation, age, or handicap, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the LESSEE'S providing employment and in the use of LESSEE'S services, (ii) in the construction of any improvements on, over or under any land leased by LESSEE at the Airport, in LESSEE'S providing employment, and in LESSEE'S furnishing of services at the Airport, no person, on the grounds of race, creed, color, national origin, sex, sexual orientation, age or handicap, shall be excluded from participation in, or denied the benefits of such construction or such services, or otherwise be subject to discrimination, and (iii) LESSEE shall use the Airport in compliance with all other requirements imposed by or pursuant to 41 C.F.R. Part 60; 49 U.S.C. § 306; 49 C.F.R. Part 21; 49 C.F.R. 27; or the grant assurances contained in FAA Order 5100.38A; as said laws, regulations, or assurances may be amended from time to time.

13.3 Civil Rights. LESSEE shall comply with pertinent statutes, Executive Orders and such applicable rules are promulgated to assure that no person shall on the grounds of race, creed,

color, national origin, sex, sexual orientation, age, or handicap, be excluded from participating in any activity conducted with or benefiting from federal assistance. Wayne County is an equal employment opportunity employer. The County is a federal contractor, and therefore the provisions and affirmative action obligations of 41 CFR § 60-1.4(a), 41 CFR 60-741.5(a), and 41 CFR 60-250.4 are incorporated herein by reference, where applicable.

13.4 Nondiscriminatory Pricing. LESSEE shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided however, that LESSEE may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers or users.

13.5 Affirmative Action. LESSEE will ensure that no person shall, on the grounds of race, creed, color, national origin, sex, or sexual orientation be excluded by LESSEE from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. LESSEE assures that no person shall be excluded by LESSEE on these grounds from participating in or receiving the services or benefits of any program or activity covered by the subpart. LESSEE agrees that in the event facilities are constructed, maintained, or otherwise operated on property leases by LESSEE at the Airport, for a purpose for which a DOT program or activity is extended, or for another purpose involving the provision of similar service or benefits. LESSEE shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to Title 29 code of Federal Regulations, DOT Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended from time to time.

ARTICLE 14. SECURITY

14.1 All Applicable Rules. LESSEE shall be responsible for fully complying with any and all applicable grant assurances and all applicable rules, regulations, restrictions, ordinances, statutes, laws, and/or orders or any federal, state, and/or local governmental entity regarding airport and airfield security.

14.2 Access to Secured Areas. LESSEE shall comply fully with applicable provisions of the Federal Aviation Administration Regulations, 14 C.F.R. 77 and 49 C.F.R. Part 1542 as amended from time to time, including the establishment and implementation of procedures acceptable to the Airport Administrator to control access from space leased or controlled by LESSEE to the air operation areas in accordance with the Airport Security Program. Further, LESSEE shall exercise exclusive security responsibility for space leased or controlled by LESSEE.

14.3 Doors and Gates. LESSEE shall be responsible for the maintenance and repair of gates and doors that are located on space leased or controlled by LESSEE. Gates and doors located on space leased or controlled by LESSEE which permit entry into restricted areas at the Airport shall be kept locked by LESSEE at all times when not in use or under LESSEE'S constant security surveillance. Gate or door malfunctions that permit unauthorized entry into restricted areas shall

be reported to the Airport Director without delay and affected gates or LESSEE shall maintain doors under constant surveillance until repairs are affected and/or the gate or door is properly secured.

14.4 Penalties. All civil penalties levied by the Federal Aviation Administration for violation of Federal Aviation Regulations pertaining to security, gates, or doors located on the space leased by or otherwise controlled by LESSEE shall be the sole responsibility of LESSEE. LESSEE shall indemnify the Airport and LESSOR for any federal civil penalties or amounts the Airport or County must pay due to any security violation arising from the use of the Airport by LESSEE or the breach of any obligation imposed by Article 6 herein. The indemnification requirement set forth in this Section shall survive termination of this and shall not limit any other indemnification provisions in this Agreement.

SECTION 15. NOTICES

Any notice of demand which any provision in this Lease is required or allowed to be given by either party to the other shall be deemed to have been sufficiently given for all purposes when made in writing and sent in the United States mail as certified or registered mail, return receipt requested, postage prepared and addressed as follows:

TO LESSEE:

TO LESSOR:

County Manager
PO Box 227
Goldsboro, NC 27533

IN WITNESS WHEREOF, the parties have duly signed, sealed and delivered this Agreement by duly authorized officers, all as of the date first above written.

COUNTY OF WAYNE

BY:

CRAIG HONEYCUTT
COUNTY MANAGER

AL OATES

BY:

**NOTICE OF PUBLIC HEARING
WAYNE COUNTY, NORTH CAR-
OLINA**

Notice is hereby given the Wayne County Board of Commissioners will hold a public hearing on Tuesday, March 2, 2021 at 9:00 A.M. in the Commissioners Meeting Room in the Wayne County Courthouse Annex, 224 E. Walnut Street, Goldsboro NC to receive Public Comments on economic incentives for a ground lease to Al Oates at the Wayne County Executive Jetport for a twenty (20) year term with options to renew.

Written or oral comments by be made to the following:
Carol Bowden, Clerk to the Board
Wayne County Board of Commissioners
PO Box 227
Goldsboro, NC 27533-0227
919-731-1445
Carol.bowden@waynegov.com

This the 19th day of February,
2021.

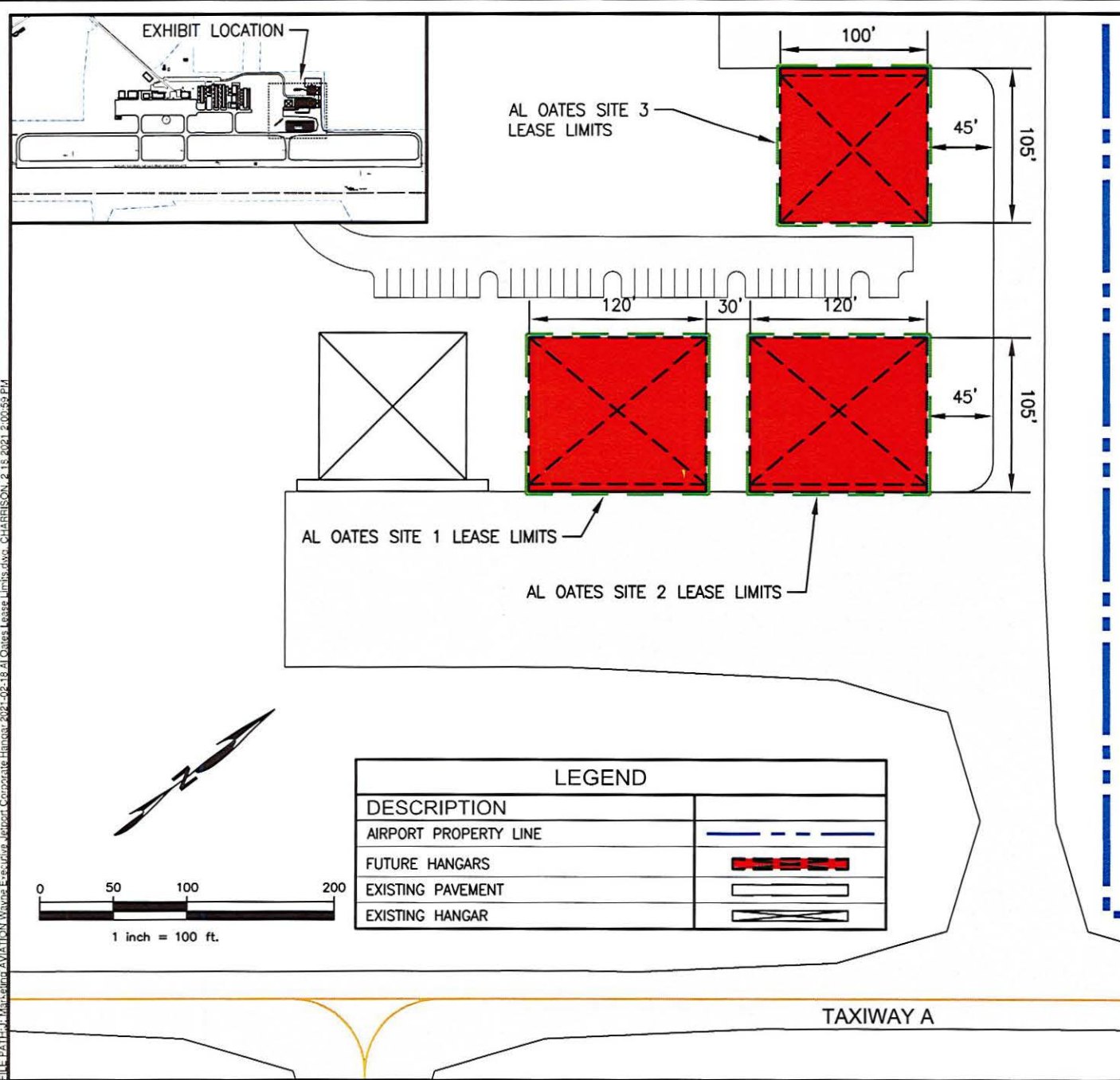
Carol Bowden
Wayne County Clerk to the Board

Run Date: February 19, 2021

EXHIBIT A

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720 CORPORATE
CENTER DRIVE
RALEIGH, NC 27607
(t) 919-782-0495
(f) 919-782-9672

WWW.WKDICKSON.COM

NC LICENSE NO. F-0374

PROJECT NAME:

WAYNE EXECUTIVE JETPORT

DRAWING TITLE:

AL OATES LEASE LIMITS
- LEASE 1

PROJ. MGR.: JLE

DESIGN BY: JLE

DRAWN BY: CDH

PROJ. DATE: FEB. 2021

DRAWING NUMBER:

1 OF 2

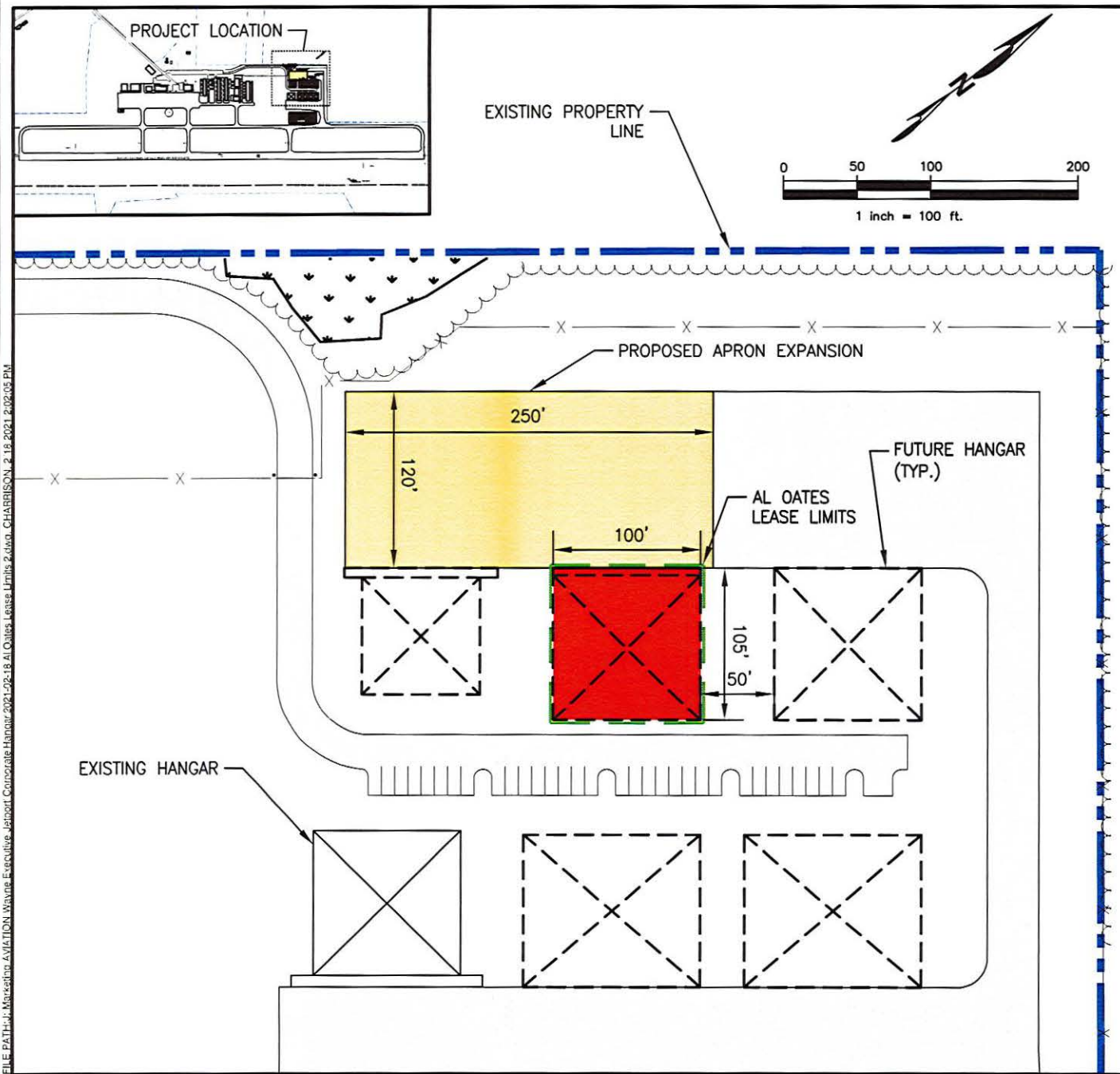
WKD PROJ. NO.:

20170020.00.RA

EXHIBIT A

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FILE PATH: J:\Marketing\Aviation\Wayne Executive Jetport\Corporate Hangar 2021-02-18\AL Oates Lease Limits 2.dwg, CHARRISON, 2/18/2021 2:02:03 PM



720 CORPORATE
CENTER DRIVE
RALEIGH, NC 27607
(t) 919-782-0495
(f) 919-782-9672

WWW.WKDICKSON.COM

NC LICENSE NO. F-0374

PROJECT NAME:

WAYNE EXECUTIVE JETPORT

DRAWING TITLE:

AL OATES LEASE LIMITS
- LEASE 2

PROJ. MGR.:	JLE
DESIGN BY:	JLE
DRAWN BY:	CDH
PROJ. DATE:	FEB. 2021

DRAWING NUMBER:

2 OF 2

WKD PROJ. NO.:

MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: January 19, 2021

Re: Case A-20-01; Subdivision Ordinance Amendment, Secondary Access

Background: Over the past six months, the Planning Board has expressed concern regarding larger scale subdivision developments with only one point of ingress and egress. Specifically, there was concern that in emergency situations, subdivisions will become inaccessible to emergency vehicles if the one access is blocked. Staff was directed by the Board to investigate other jurisdictions and to report back with a potential solution. After several months of discussion, the Planning Board has requested that the Subdivision Ordinance be amended to address the concern.

Proposal: The Planning Board has recommended that two access points would be necessary for subdivisions with more than 100 lots. NC DOT was consulted and will not allow a driveway permit for a second access for any subdivision with 100 lots or less. Highlights of the proposed amendment include:

- Two access points would be required for subdivisions with more than 100 lots.
- The new requirement would apply to the expansion of existing subdivisions if the cumulative number of lots is more than 100.
 - Exception can be granted if the subdivision was designed and built with stubouts to adjacent tracts prior to the adoption of the amendment.
- The new requirement can be waived for an additional 50 lots if there is not a practical way to design a second access or the second access is not permitted by NCDOT.

Recommendation: Planning Board recommends approval of the below amendment. Staff asks that the Commissioners hold a public hearing to receive public input prior to adoption.

Proposed Amendment:

Sec. 70-104 (h) (4) *Subdivision access.*

- a. Subdivision access to the external road system shall be based on the following:
 - i. All subdivisions or developments with more than 100 residential lots or units shall provide a second full service public access built to NC DOT standards.
 - ii. New subdivision or development proposals in which interconnection to an existing subdivision is proposed shall have another full service public access built to NC DOT standards if the cumulative number of lots or units is more than 100. Exception may be granted to those developments in which stubouts to adjacent property were approved and installed prior to the date of this revision.

- iii. Additions to existing subdivisions or developments where the cumulative number of lots or units is more than 100 shall provide a second full service public access built to NC DOT standards.
- iv. This requirement may be waived for an additional 50 lots if evidence of the following is provided:
 - 1. An additional access point is impractical due to topography, natural features, or limitations of the street pattern in the existing adjacent development, or
 - 2. An additional access point would not be permitted by NCDOT.

County of Wayne
Budget Amendments

#246

01/28/21

Date

Memorandum

From: Major Robert Thaxton
To: Wayne County Board of Commissioners
Via: County Manager & Finance Officer
Subject: Budget Amendment for Fiscal Year 2020-2021

1. It is requested that the budget for Detention Center be amended as follows:

EXPENDITURE

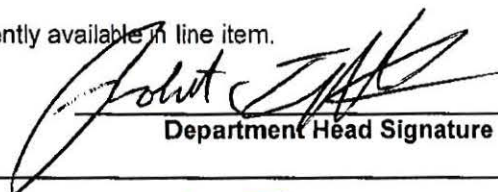
Code Number	Description/Object of Expenditure	Decrease	Increase
1104311 519200	Professional Services - Legal	\$	9,018.92

REVENUE

Code Number	Source of Revenue	Increase	Decrease
1100000 399100	General Fund Appropriated	\$ 9,018.92	

2. Reason(s) for the above request is/are as follows:

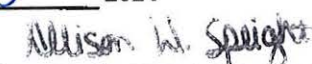
To pay required insurance deductible - \$16,620.34 less \$7,601.42 currently available in line item.


Department Head Signature

Endorsement

1. Forward, recommending approval/disapproval



2-5 2021

County Finance Officer

Endorsement

1. Forwarded, recommending approval/disapproval

2021

County Manager & Budget Officer

Date of approval/disapproval by B.O.C.

Chairman Board of Commissioners

Office of the Sheriff



SHERIFF
LARRY M. PIERCE

P.O. Box 1877
207 E. Chestnut St.
Goldsboro, NC 27533
(919) 731-1481 Office
(919) 731-1699 Fax

Date: January 28, 2021

To: Wayne County Board of Commissioners

From: Major Robert Thaxton

A handwritten signature in black ink, appearing to read "Robt Thaxton".

Re: Budget Amendment Request

The purpose of this budget amendment is to request additional funding for the Professional Fees - Legal line item for the detention center in order to pay the required deductible in the amount of \$ 16,620.34 for an insurance claim. This line item currently has \$7,601.42 available; therefore, \$9,018.92 is requested.

**County of Wayne
Budget Amendments**

#257

02/09/21

Date

Memorandum

From: Human Resources-Ginger Moore
To: Wayne County Board of Commissioners
Via: County Manager & Finance Officer
Subject: Budget Amendment for Fiscal Year 2020-2021

1. It is requested that the budget for Human Resources be amended as follows:

EXPENDITURE

Code Number	Description/Object of Expenditure	Decrease	Increase
8844200 523100	Wellness: The Art of Healthy Living	\$	240.00

REVENUE

Code Number	Source of Revenue	Increase	Decrease
8844200 342070	Fees: Lunch and Learn Wellness	\$ 240.00	

2. Reason(s) for the above request is/are as follows:

Funds collected for Wellness Program: The Art of Healthy Living


Department Head Signature

Endorsement

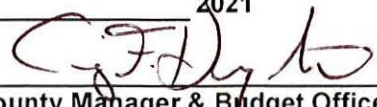
1. Forward, recommending approval/disapproval

2-19 2021

County Finance Officer

Endorsement

1. Forwarded, recommending approval/disapproval

2021

County Manager & Budget Officer

Date of approval/disapproval by B.O.C.

Chairman Board of Commissioners

Memorandum



To: Wayne County Commissioners
CC: Craig Honeycutt, County Manager
Chip Crumpler, Assistant County Manager
From: Ginger Moore ^{WMA}
Date: 2/9/2021
Re: Budget Amendment Request

Attached to this memo is a request for a budget amendment for the Human Resources Office. We are requesting \$240.00 to be moved from revenue collected for Wellness Fees: Lunch and Learn to Wellness: The Art of Healthy Living.

Employees are offered a yearly, 10 week, lunch and learn course through the Wayne County Wellness program. Employees may choose to have a body-fat analysis completed by the on-site nurse for a fee of \$15. We have 16 employees who have opted to participate in course and paid the fee.

**County of Wayne
Budget Amendments**

#261

02/09/21

Date

Memorandum

From: Sheriff Larry Pierce
To: Wayne County Board of Commissioners
Via: County Manager & Finance Officer
Subject: Budget Amendment for Fiscal Year 2020-2021

1. It is requested that the budget for Sheriff's Office be amended as follows:

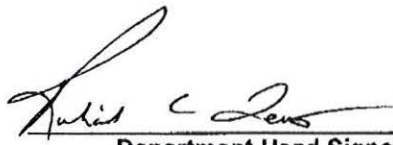
EXPENDITURE

Code Number	Description/Object of Expenditure	Decrease	Increase
1104310 551000-SzPro	Capitol Outlay-Equipment Seized Property	\$	15,118.48

REVENUE

Code Number	Source of Revenue	Increase	Decrease
1104310 343100-SzPrp	Seized Property Fees	\$ 15,118.48	

2. Reason(s) for the above request is/are as follows:

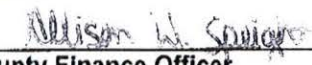


Department Head Signature
Feb 9, 2021

Endorsement

1. Forward, recommending approval/disapproval

2-19 2021



County Finance Officer

Endorsement

1. Forwarded, recommending approval/disapproval

2021


County Manager & Budget Officer

Date of approval/disapproval by B.O.C.

Chairman Board of Commissioners

Office of the Sheriff

SHERIFF
LARRY M. PIERCE



P.O. Box 1877
207 E. Chestnut St.
Goldsboro, NC 27533
(919) 731-1481 Office
(919) 731-1699 Fax

Date: February 9, 2021

To: Wayne County Board of Commissioners

From: Sheriff Larry M. Pierce

Handwritten signature of Sheriff Larry M. Pierce
for Sheriff Pierce Feb 9, 2021

Re: Budget Amendment Request

The purpose of this budget amendment is to transfer funds previously received into the Federally Seized Property revenue line item into an expenditure account in order for funds to be spent according to guidelines established for federally seized assets.

After cash or property is seized & sold, the federal government retains 20 percent and disburses the remaining funds to the local law enforcement agency or agencies based on a percentage of their involvement in the case.



County of Wayne Budget Amendment

#277

02/11/21
Date**Memorandum**

From: Dave Cuddeback
To: Wayne County Board of Commissioners
Via: County Manager & Finance Officer
Subject: Budget Amendment for Fiscal Year 2020-2021

1. It is requested that the budget for WayneNet be amended as follows:

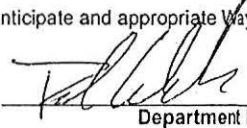
EXPENDITURE

Code Number	Description/Object of Expenditure	Decrease	Increase
6304370 512100	Salaries & Wages		\$ 59,548.28
6304370 512200	Overtime		\$ 2,529.13
6304370 512210	Unscheduled Straight Time/Overtime		\$ 2,812.50
6304370 512300	Holiday Pay		\$ 1,785.32
6304370 518000	FICA		\$ 4,042.83
6304370 518100	Medicare		\$ 945.49
6304370 518200	Retirement		\$ 6,814.19
6304370 518210	401K		\$ 364.51
6304370 518300	Hospitalization		\$ 10,012.77
6304370 518310	EAP		\$ 168.33
6304370 518600	Workers Compensation		\$ 657.36
6304370 519810	EMS Collection Fee		\$ 5,525.84
6304370 519820	EMS Medicaid Enhmt Collection Fee		\$ 2,323.00
6304370 521200	Uniforms		\$ 1,716.60
6304370 525100	Vehicle Supplies		\$ 5,070.16
6304370 532900	Other Communications		\$ 1,411.92
6304370 535300	Maint & Repairs-Equipment		\$ 886.93
6304370 535300	Maint & Repairs-Vehicles		\$ 1,995.35
6304370 537000	Advertising		\$ 162.75
6304370 539700	Credit Card Fees		\$ 104.74
6304370 544000	Service & Maint Contracts		\$ 6,779.17

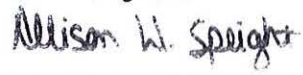
REVENUE

Code Number	Source of Revenue	Increase	Decrease
6304370 371400	User Fees	\$ 115,657.17	

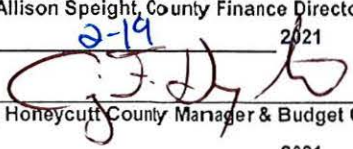
2. Reason(s) for the above request is/are as follows: To anticipate and appropriate WayneNet user fees collected.


Department Head Signature**Endorsement**

1. Forward, recommending approval/disapproval


Allison Speight, County Finance Director**Endorsement**

2. Forward, recommending approval/disapproval


Craig Honeycutt, County Manager & Budget Officer

3. Approval/Disapproval by Chairman Board of Commissioners

Chairman Board of Commissioners

2021

County of Wayne
Budget Amendments

#282

02/15/21

Date

Memorandum

From: Andrew Neal
To: Wayne County Board of Commissioners
Via: County Manager & Finance Officer
Subject: Budget Amendment for Fiscal Year 2020-2021

1. It is requested that the budget for Staff Attorney be amended as follows:

EXPENDITURE

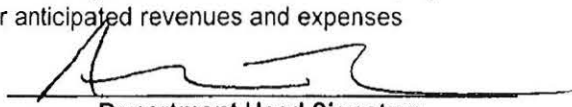
Code Number	Description/Object of Expenditure	Decrease	Increase
1104151-539140	Overdue Taxes & Interest		\$ 20,000.00

REVENUE

Code Number	Source of Revenue	Increase	Decrease
1104151-341590	Property Taxes	\$ 20,000.00	

2. Reason(s) for the above request is/are as follows:

The Staff Attorney's Office has exceeded its projected property tax collections for FY 21. The budget amendment is needed to cover anticipated revenues and expenses through the end of the current fiscal year.


Department Head Signature

Endorsement

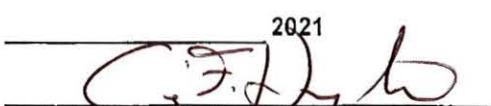
1. Forward, recommending approval/disapproval

219 2021


County Finance Officer

Endorsement

1. Forwarded, recommending approval/disapproval

2021

County Manager & Budget Officer

Date of approval/disapproval by B.O.C.

Chairman Board of Commissioners

WAYNE COUNTY
STAFF ATTORNEY



WAYNECOUNTY
NORTH CAROLINA
Phone: (919) 705-1713
Fax (919) 988-6495

TO: WAYNE COUNTY BOARD OF COMMISSIONERS
FROM: ANDREW NEAL, STAFF ATTORNEY *AN*
SUBJECT: BUDGET AMENDMENT REQUEST
DATE: 2/15/2021
CC: CRAIG HONEYCUTT, COUNTY MANAGER
ALLISON SPEIGHT, FINANCE DIRECTOR

The Staff Attorney's Office has exceeded the projected property tax collections for the current fiscal year. The attached budget amendment will cover anticipated revenues and expenses through the end of FY 21.

THE GOOD LIFE. GROWN HERE.

P.O. BOX 227
GOLDSBORO, NC 27533
648

County of Wayne
Budget Amendments

285

02/04/21

Date

Memorandum

From: Dave Cuddeback
To: Wayne County Board of Commissioners
Via: County Manager & Finance Officer
Subject: Budget Amendment for Fiscal Year 2020-2021

1. It is requested that the budget for EMS be amended as follows:

EXPENDITURE

Code Number	Description/Object of Expenditure	Decrease	Increase
1104370.544000	Service & Maintenance Contract	\$ -	\$ 17,325.00
1104370 535300	Maintenance & Repair - Vehicles		\$ 50,000.00

REVENUE

Code Number	Source of Revenue	Increase	Decrease
1104370 399100	Fund Balance Appropriated	\$ 67,325.00	\$ -

2. Reason(s) for the above request is/are as follows:

To appropriate funds for line items



Department Head Signature

Endorsement

1. Forward, recommending approval/disapproval

2-19 2021



County Finance Officer

Endorsement

1. Forwarded, recommending approval/disapproval

2021



County Manager & Budget Officer

Date of approval/disapproval by B.O.C.

Chairman Board of Commissioners

WAYNE COUNTY

Wayne County Emergency Medical Services

Phone: (919) 731-1318 Fax: (919) 735-1175



February 4, 2021

The budget amendment for \$69,256.00 is for the following:

1. Linen – WCEMS has terminated the linen contract with Unifirst. We will now use the company that UNC Wayne uses. Our linen will now be available at the hospital and also the cost is approximately \$217.00 per week less than with Unifirst (\$17,325.00)
2. We budgeted \$50,206.00 for Maintenance & Repair – Vehicles FY20/21 budget. We have had several vehicles that needed new motors, head gaskets, etc. In addition, we have received the two new remounts that were in last year's budget (FY19-20) January 2021. This was due to COVID 19.

Thank you!

Nannette Sutton

WCEMS Business Manager

THE GOOD LIFE. GROWN HERE

PO BOX 227
GOLDSBORO, NC 27533

#286

02/15/21
Date

Memorandum

From: Brenda Weis, MSPH, PhD
To: Wayne County Board of Commissioners
Via: County Manager & Finance Officer
Subject: Budget Amendment for Fiscal Year 2020-2021

1. It is requested that the budget for the Health Department be amended as follows:

EXPENDITURE

Code Number	Description/Object of Expenditure	Decrease	Increase
1315151 512110	Salary & Wages - Other Staff Time		\$ 392,450.00
1315151 519500	Professional Services - Lab Services	\$ 392,450.00	

REVENUE

Code Number	Source of Revenue	Increase	Decrease
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2. Reason(s) for the above request is/are as follows:

This budget amendment is to realign funds to cover staff time for 543 Enhancing Detection for the next several months.

Endorsement

1. Forward, recommending approval/disapproval


Department Head Signature
2-19 2021

Endorsement

1. Forwarded, recommending approval/disapproval


County Finance Officer

2021

County Manager & Budget Officer

Date of approval/disapproval by Board of Commissioners

Chairman Board of Commissioners

02/15/21
Date

Memorandum

From: Brenda Weis, MSPH, PhD
To: Wayne County Board of Commissioners
Via: County Manager & Finance Officer
Subject: Budget Amendment for Fiscal Year 2020-2021

Who: HD

What: COVID-19 - 543 Enhancing Detection

When: FY20-21

Explanation: This budget amendment is to realign funds to cover staff time for 543 Enhancing Detection for the next several months.

#284

02/15/21

Date

Memorandum

From: Brenda Weis, MSPH, PhD
To: Wayne County Board of Commissioners
Via: County Manager & Finance Officer
Subject: Budget Amendment for Fiscal Year 2020-2021

1. It is requested that the budget for the Health Department be amended as follows:

EXPENDITURE

Code Number	Description/Object of Expenditure	Decrease	Increase
1315162 512110	Salary & Wages - Other Staff Time	\$	51,500.00
1315162 523900	Other Medical Supplies - (gloves, alcohol pads, etc.)	\$	541.00

REVENUE

Code Number	Source of Revenue	Increase	Decrease
1315110 351526	COVID-19 Vaccination Program	\$52,041.00	

2. Reason(s) for the above request is/are as follows:

This budget amendment is to allocate funds received from agreement addendum 716 - COVID-19 - Vaccination Program.

Endorsement

1. Forward, recommending approval/disapproval

J. Whitfield
Department Head Signature
2-19 2021

Endorsement

1. Forwarded, recommending approval/disapproval

County Finance Officer
2021
[Signature]
County Manager & Budget Officer

Date of approval/disapproval by Board of Commissioners

Chairman Board of Commissioners

02/15/21

Date

Memorandum

From: Brenda Weis, MSPH, PhD
To: Wayne County Board of Commissioners
Via: County Manager & Finance Officer
Subject: Budget Amendment for Fiscal Year 2020-2021

Who: DPH-Women's & Children's Health Section/Immunization Branch

What: Agreement Addendum CDC COVID-19 Vaccination Program

When: FY20-21

Explanation: This budget amendment is to allocate funds received from agreement addendum 716 - CDC COVID-19 - Vaccination Program through Women's & Children's Health Section/Immunization Branch.

County of Wayne
Budget Amendments

#292

02/17/21
Date

Memorandum

From: Major Robert Thaxton
To: Wayne County Board of Commissioners
Via: County Manager & Finance Officer
Subject: Budget Amendment for Fiscal Year 2020-2021

1. It is requested that the budget for Detention Center be amended as follows:

EXPENDITURE

Code Number	Description/Object of Expenditure	Decrease	Increase
1104311 512200	Overtime		\$ 80,000.00
1104311 512100	Salaries	\$ 80,000.00	

REVENUE

Code Number	Source of Revenue	Increase	Decrease
-------------	-------------------	----------	----------

2. Reason(s) for the above request is/are as follows:

To cover anticipated shortfall in the Overtime line item.


Department Head Signature

Endorsement

1. Forward, recommending approval/disapproval

2-19 2021


County Finance Officer

Endorsement

1. Forwarded, recommending approval/disapproval

2021

County Manager & Budget Officer

Date of approval/disapproval by B.O.C.

Chairman Board of Commissioners

Office of the Sheriff



SHERIFF
LARRY M. PIERCE

P.O. Box 1877
207 E. Chestnut St.
Goldsboro, NC 27533
(919) 731-1481 Office
(919) 731-1699 Fax

Date: February 17, 2021

To: Wayne County Board of Commissioners

From: Major Robert Thaxton

Re: Budget Amendment Request

The purpose of this budget amendment is to cover shortfall in the overtime line item. This is due to utilizing more overtime help due to the shortage of full time detention officers.

#254

02/08/21

Date

Memorandum

From: Brenda Weis, MSPH, PhD
To: Wayne County Board of Commissioners
Via: County Manager & Finance Officer
Subject: Budget Amendment for Fiscal Year 2020-2021

1. It is requested that the budget for the Health Department be amended as follows:

EXPENDITURE

Code Number	Description/Object of Expenditure	Decrease	Increase
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REVENUE

Code Number	Source of Revenue	Increase	Decrease
1315110 351520	Opioid Action Plan Grant		\$ 108,609.62
1315116 335000	Grant Revenues	\$ 108,609.62	

2. Reason(s) for the above request is/are as follows:

This budget amendment is needed to move the Opioid Grant funds to the correct Grant Revenues account.

Endorsement

1. Forward, recommending approval/disapproval

J. Whitfield

Department Head Signature

219

2021

Allison W. Spivey

County Finance Officer

Endorsement

1. Forwarded, recommending approval/disapproval

2021

County Manager & Budget Officer

Date of approval/disapproval by Board of Commissioners

Chairman Board of Commissioners

02/08/21

Date

Memorandum

From: Brenda Weis, MSPH, PhD
To: Wayne County Board of Commissioners
Via: County Manager & Finance Officer
Subject: Budget Amendment for Fiscal Year 2020-2021

Who: Health Dept.

What: Opioid Grant Revenues

When: FY20-21

Explanation: This budget amendment is needed to move the Opioid Grant funds to the correct Grant Revenues account.

County of Wayne
Budget Amendments

#274

02/18/21

Date

Memorandum

From: WCSOA - Paula J. Edwards
To: Wayne County Board of Commissioners
Via: County Manager & Finance Officer
Subject: Budget Amendment for Fiscal Year 2020-2021

1. It is requested that the budget for Wayne County Services on Aging be amended as follows:

EXPENDITURE

Code Number	Description/Object of Expenditure	Decrease	Increase
1165600 512400	Regular Part Time Salaries & Wages		\$ 9,000.00
1165600 518200	RETIREMENT CONTRIBUTION		\$ 812.00
1165600 512600	Sal & Wages - Extra Help	\$ 9,812.00	

REVENUE

Code Number	Source of Revenue	Increase	Decrease
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2. Reason(s) for the above request is/are as follows:

Part-time C.N.A. position is now Regular PT.

Moving Funds from PT to Reg PT to cover Salary for the remainder of the Fiscal Year.

Paula J. Edwards
Department Head Signature

Endorsement

1. Forward, recommending approval/disapproval

2-19 2021

William W. Smith
County Finance Officer

Endorsement

1. Forwarded, recommending approval/disapproval

2021

C. J. D. H.
County Manager & Budget Officer

Date of approval/disapproval by B.O.C.

Chairman Board of Commissioners

Memo

To: Wayne County Board of Commissioners

From: Paula J. Edwards, Director of Services on Aging

Date: February 18, 2021

Re: Budget Amendment

- **The Budget Amendment for Employees' Salary** – This BA is to transfer funds from Part-Time Salaries and Wages (126) into Reg. Part-time (124) Salaries and Wages. The Part-Time C.N.A.'s hours have increased to provide services for In Home Aide Personal Care Clients. This position needs to be Reg. Part-time. 5600 is funded through HCCBG Funds and County Match.

County of Wayne
Budget Amendments

#300

02/18/21

Date

Memorandum

From: Sheriff Larry Pierce
To: Wayne County Board of Commissioners
Via: County Manager & Finance Officer
Subject: Budget Amendment for Fiscal Year 2020-2021

1. It is requested that the budget for Sheriff's Office be amended as follows:

EXPENDITURE

Code Number	Description/Object of Expenditure	Decrease	Increase
1104310 526100	C.O. - Controlled Substance	\$	501.04

REVENUE

Code Number	Source of Revenue	Increase	Decrease
1104310 331700 CtlSb	Controlled Substance Tax	\$ 501.04	

2. Reason(s) for the above request is/are as follows:

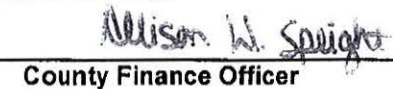

Department Head Signature

Feb 18, 2021

Endorsement

1. Forward, recommending approval/disapproval

2-19 2021


County Finance Officer

Endorsement

1. Forwarded, recommending approval/disapproval

2021


County Manager & Budget Officer

Date of approval/disapproval by B.O.C.

Chairman Board of Commissioners

Office of the Sheriff

SHERIFF
LARRY M. PIERCE



P.O. Box 1877
207 E. Chestnut St.
Goldsboro, NC 27533
(919) 731-1481 Office
(919) 731-1699 Fax

Date: February 18, 2021

To: Wayne County Board of Commissioners

From: Sheriff Larry M. Pierce *L. Pierce c. Letter for Sheriff Pierce Feb 18, 2021*

Re: Budget Amendment Request

The purpose of this budget amendment is to record money received for the Controlled Substance Tax from the NC Department of Revenue. This tax is an excise tax on unauthorized controlled substances (marijuana, cocaine, etc.), illicit spirituous liquor ("moonshine"), mash, and illicit mixed beverages. The tax is due by an individual who possesses an unauthorized substance upon which the tax has not been paid, as evidenced by a stamp. After the tax is collected, the NCDOR disburses 75% to the local law enforcement agency that seized the controlled substance.

#302

02/11/21
Date

Memorandum

From: Brenda Weis, MSPH, PhD
To: Wayne County Board of Commissioners
Via: County Manager & Finance Officer
Subject: Budget Amendment for Fiscal Year 2020-2021

1. It is requested that the budget for the Health Department be amended as follows:

EXPENDITURE

Code Number	Description/Object of Expenditure	Decrease	Increase
1315152 512100	Salaries		\$ 1.00
1315152 518000	FICA	\$ 16.00	
1315152 518200	Retirement		\$ 13.00
1315152 518300	Hospitalization		\$ 2.00
1315167 523100	Program Supplies	\$ 9,500.00	
1315167 532110	Telephone - IT		\$ 5,000.00
1315167 532500	Postage		\$ 4,500.00
1315180 532500	Postage		\$ 115.00
1315180 539500	Training	\$ 735.00	
1315180 539700	Credit Card Fees		\$ 620.00
1315193 518000	FICA	\$ 25.00	
1315193 518200	Retirement		\$ 25.00

REVENUE

Code Number	Source of Revenue	Increase	Decrease
-------------	-------------------	----------	----------

2. Reason(s) for the above request is/are as follows:

This budget amendment is needed to realign the programs funds to cover projected expenses through year end.

Endorsement

1. Forward, recommending approval/disapproval


Department Head Signature

219

2021



County Finance Officer

Endorsement

1. Forwarded, recommending approval/disapproval


County Manager & Budget Officer

Date of approval/disapproval by Board of Commissioners

Chairman Board of Commissioners

02/11/21

Date

Memorandum

From: Brenda Weis, MSPH, PhD
To: Wayne County Board of Commissioners
Via: County Manager & Finance Officer
Subject: Budget Amendment for Fiscal Year 2020-2021

Who: Health Dept.

What: Realign Program Budgets

When: FY20-21

Explanation: This budget amendment is needed to realign the programs funds to cover projected expenses through year end.

#303

02/15/21

Date

Memorandum

From: Brenda Weis, MSPH, PhD
To: Wayne County Board of Commissioners
Via: County Manager & Finance Officer
Subject: Budget Amendment for Fiscal Year 2020-2021

1. It is requested that the budget for the Health Department be amended as follows:

EXPENDITURE

Code Number	Description/Object of Expenditure	Decrease	Increase
1315151 512110	Salary & Wages - Other		\$ 10,862.54
1315151 519000	Professional Services		\$ 2,478.55
1315151 522000	Food & Provisions		\$ 65.23
1315151 526000	Office Supplies		\$ 247.45
1315151 526100	Office Supplies Non-Capital		\$ 499.35
1315151 534100	Printing		\$ 106.16
1315151 523900	Other Medical Supplies	\$ 14,259.28	

REVENUE

Code Number	Source of Revenue	Increase	Decrease
-------------	-------------------	----------	----------

2. Reason(s) for the above request is/are as follows:

This budget amendment is to realign the 115 COVID-19 Infection Prevention funds

Endorsement

1. Forward, recommending approval/disapproval

J. Whitfield
Department Head Signature
2-19 2021

Endorsement

1. Forwarded, recommending approval/disapproval

Allison L. Spaight
County Finance Officer

C. J. D. B.
County Manager & Budget Officer
2021

Date of approval/disapproval by Board of Commissioners

Chairman Board of Commissioners

02/15/21

Date

Memorandum

From: Brenda Weis, MSPH, PhD
To: Wayne County Board of Commissioners
Via: County Manager & Finance Officer
Subject: Budget Amendment for Fiscal Year 2020-2021

Who: HD

What: COVID-19 - 115 Infection Prevention

When: FY20-21

Explanation: This budget amendment is to realign the 115 COVID-19 Infection Prevention funds

County of Wayne
Budget Amendments

#305

02/19/21

Date

Memorandum

From: Steve Stroud
To: Wayne County Board of Commissioners
Via: County Manager & Finance Officer
Subject: Budget Amendment for Fiscal Year 2020-2021

1. It is requested that the budget for Inspections be amended as follows:

EXPENDITURE

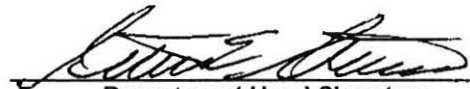
Code Number	Description/Object of Expenditure	Decrease	Increase
1104350 525100	Veh Supplies - Fuel Diesel	\$ 3,000.00	
1104350 539700	Credit Card Fees		\$ 8,000.00
1104350 526000	Office Supplies		\$ 500.00
1104350 521200	Uniforms	\$ 500.00	

REVENUE

Code Number	Source of Revenue	Increase	Decrease
1104350 334500	Inspection Fees	\$ 5,000.00	

2. Reason(s) for the above request is/are as follows:

Additional Funds needed for CCard & Office Supplies


Department Head Signature

Endorsement

1. Forward, recommending approval/disapproval

2-19 2021


County Finance Officer

Endorsement

1. Forwarded, recommending approval/disapproval

2021

County Manager & Budget Officer

Date of approval/disapproval by B.O.C.

Chairman Board of Commissioners

MEMORANDUM

To: Janice Rice

From: Steven Stroud

RE: Budget Amendment

A Budget Amendment is needed to increase Office Supplies due to the purchase of Printer Cartridges. An increase is also needed for Credit Card Fees due to increased permits and Credit Card use through phone and email.

County of Wayne
Budget Amendments

#306

02/18/21

Date

Memorandum

From:

Allison Speight

To:

Via:

Subject:

1. It is requested that the budget for

911 Capital Project Fund be amended as follows:

EXPENDITURE

Code Number	Description/Object of Expenditure	Decrease	Increase
4258120-551000-C160001-911 Grant-Equip-Furnit	Grant Funds - Furniture	\$ 84,474.00	
4258120-551000-C160001-911 Grant-Equip-Radios	Radio - Grant		\$ 25.00
4258120-551000-C160001-911 Grant-Equip-CAD	CAD - Grant	\$ 25,000.00	
4258120-551000-C160001-911 Grant-Equip-NetInfr	Grant Funds - Network Infrastructure	\$ 236,403.00	
4258120-558000-C160001-911 Grant-Construx	Buildings - Grant		\$ 345,852.00

REVENUE

Code Number	Source of Revenue	Increase	Decrease
-------------	-------------------	----------	----------

2. Reason(s) for the above request is/are as follows: To reallocate grant funds to latest approved budget

Endorsement

1. Forward, recommending approval/disapproval

Allison Speight
Allison Speight
2-22 2021

Endorsement

1. Forwarded, recommending approval/disapproval

2021

Date of approval/disapproval by B.O.C.

COUNTY OF WAYNE

AMENDMENT TO THE CAPITAL PROJECT ORDINANCE

A. JOE GURLEY, III EMERGENCY SERVICES BUILDING

FISCAL YEAR 2020-2021

BE IT ORDAINED by the Wayne County Board of Commissioners that the following amendment be made to the Capital Project Ordinance for the construction of a new A. Joe Gurley, III Emergency Services Building for the fiscal year ending June 30, 2021:

Section 1. To amend the Capital Project Fund, the appropriations are to be changed as follows:

		<u>Decrease</u>	<u>Increase</u>
4258120-551000-C160001-911 Grant-Equip-Furnit	Grant Funds - Furniture	\$ 84,474.00	
4258120-551000-C160001-911 Grant-Equip-Radios	Radio - Grant		\$ 25.00
4258120-551000-C160001-911 Grant-Equip-CAD	CAD - Grant	\$ 25,000.00	
4258120-551000-C160001-911 Grant-Equip-NetInfr	Grant Funds - Network Infrastructure	\$ 236,403.00	
4258120-558000-C160001-911 Grant-Construx	Buildings - Grant		\$ 345,852.00

This will not result in a net increase or decrease in the appropriations of the Capital Project Fund.

Section 2. To provide the additional revenue for the above, the following revenues will be changed as follows:

<u>Increase</u>	<u>Decrease</u>
-----------------	-----------------

Section 3. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this _____ day of _____ 2021.

WAYNE COUNTY

FINANCE



WAYNE COUNTY
NORTH CAROLINA

Phone: (919) 731-1417

Fax (919) 731-1388

Memorandum

To: Wayne County Board of Commissioners

CC: Craig Honeycutt, County Manager

From: Allison Speight, Finance Director *AS*

Date: 02/21/2021

Re: BA #306

The County received a \$1,530,693 grant from the 911 Board to help construct and equip the A. Joe Gurley, III Emergency Services Building. The original grant budget was based on estimated amounts derived early in the project life cycle. After plans were finalized and construction began, the Office of Emergency Services determined a reallocation of grant funds was necessary to match with actual expenditures of the project. The 911 Board approved the grant reallocation, and this budget amendment reflects those changes. This amendment does not represent additional or decreased amounts of grant funding, but only a reallocation of the original grant award.

If you have any questions, please do not hesitate to contact me. Thank you!

THE GOOD LIFE. GROWN HERE.

Memorandum

To: Wayne County Board of Commissioners

From: Craig Honeycutt, County Manager

Date: 2/22/2021

Re: Personnel Policy Update – 03/02/2021 Meeting

Attached to this memo is a resolution to amend Article III, Section 14-B of the Wayne County Personnel Policy, which addresses Certification Levels Eligible for Salary Increase. The update will add three certifications that apply to the Tax Office: Tax Collector, Deputy Tax Collector, and Assistant Tax Collector.

The requested certifications would have been on the original certification appendix; however, the lines were omitted due to an administrative error in 2019.

ORTH CAROLINA

WAYNE COUNTY

RESOLUTION #2021-7: A RESOLUTION AMENDING THE WAYNE COUNTY PERSONNEL POLICY

WHEREAS, the Wayne County Board of Commissioners is authorized by North Carolina General Statutes(NCGS) 153A-94 to establish personnel policies that promote the hiring and retention of capable, diligent, and honest career employees; and

WHEREAS, the County Manager has recommended amending one article in the Personnel Policies previously adopted by Resolution of the Board of Commissioners; and

WHEREAS, after careful consideration of those changes the Board of Commissioners had determined that it wishes to adopt said changes by Resolution;

NOW, THEREFORE BE IT RESOLVED that the document entitled "WAYNE COUNTY PERSONNEL POLICY" previously adopted as the personnel policies for Wayne County Government, is hereby amended as follows:

Article III, Section 14-B, change the item from:

COUNTY OF WAYNE		
Appendix to the Certification Policy		
Certification/Licensure Levels Eligible for Salary Increase		
Department	Certification/Licensure	Percentage of Increase
Board of Elections	Certified Elections Administrator	2%
Clerk to the Board	NCCCM	2%
Co-op Extension Service	Technical Specialist for Waste Utilization Plan	2%
	Pesticide License (NC Dept. of Ag. Certification)	\$200
	Certified Plant Professional (NC Nursery & Landscape Assoc.)	2%
	Certified Professional Argonomist (state & national cert.)	2%
	Certified Crop Advisor (Public Agriculture 2 yr. program)	2%
	Notary Public for 4-II and NC State documents	\$100
Emergency Services – 911	Public Safety Telecommunicator (I and II)	2%
	SDI Certification (State Department of Criminal Investigation)	2%
	Emergency Medical Dispatch Certification	2%
	Advanced Public Communications Training Officer Certification	2%
	RPL (Registered Public Safety Leader) Certification	2%
	NENA (Emergency Number Professional) Certification	2%
	APCO Certified Public Safety Executive	2%

Emergency Services - Fire	Fire Science Degree	2%
	Fire Prevention Level 2	2%
	Fire Prevention Level 3	2%
EMS & WayneNET	EMS Science Degree or EMS Management Institute Program	2%
Facilities Services	Sewer Collection Level 2	2%
	Sewer Collection Level 3	2%
	Sewer Collection Level 4	2%
	Pesticide Applicator (ornamentals and turf)	\$200
	Pesticide Applicator (right of way)	\$50
	Plumbing Backflow Inspections	2%
	HVAC Boiler Inspections	2%
	Locksmith	2%
	Certified Environmental Services Specialist (Housekeeping)	\$100
Finance	NC Local Govt. Finance Officers Certification Program	2%
	Certified Budget and Evaluation Officer	2%
	Certified Local Government Purchasing Officer	2%
Human Resources	International Public Mgmt. Certified Professional (IMPA-CP)	2%
	International Public Mgmt. Sr. Certified Professional (IMPA-SCP)	2%
I.T.	CISSP (Certified Information Systems Security Professional)	2%
	CCIE (Cisco Certified Internetwork Expert)	2%
	PMP (Project Management Professional)	2%
	MCSE (Microsoft Certified Solutions Expert)	2%
	CGCIO (Certified Government Chief Information Officer)	2%
	CCNP (Cisco Certified Network Professional)	1%
	MCSA (Microsoft Certified Solutions Associate)	1%
	CCNA (Cisco Certified Network Associate)	1%
	A Plus Computer Service Technicians	\$250
	Security Plus (cryptography and access control)	\$250
	Network Plus (hardware, installation and troubleshooting)	\$250
	MCTS (Microsoft Certified Technology Specialist)	\$250
	MCITP (Microsoft Certified IT Professional)	\$250
	MCP (Microsoft Certified Professional)	\$250
Inspections	Building Code Inspector Level 2	2%
	Building Code Inspector Level 3	2%
	Electrical Code Inspector Level 2	2%
	Electrical Code Inspector Level 3	2%
	Mechanical Code Inspector Level 2	2%
	Mechanical Code Inspector Level 3	2%
	Plumbing Code Inspector Level 2	2%
	Plumbing Code Inspector Level 3	2%
	Fire Code Inspector Level 2	2%
	Fire Code Inspector Level 3	2%
Planning	NC Certified Zoning Officer Certification	1.5%
	NC Certified Floodplain Manager	1.5%
	Certified GIS Professional	2%
	American Institute of Certified Planners	2%

Public Affairs	Public Information Officer	2%
Register of Deeds	Certified Deputy Register of Deeds	2%
	Certified Assistant Register of Deeds	2%
Services on Aging	Ann Johnson Institute Graduate (professional training for SOA)	2%
Sheriff	Criminal Investigation Certification Program	2%
	Tactical Training	2%
	SRO Certification Program	2%
	Coastal Plain Law Enforcement Management Institute	2%
	Fire Investigator	2%
	Polygraph Examiner	2%
	K-9 Instructor	2%
	DRE – (Drug Recognition Expert)	2%
	Advanced Law Enforcement Certificate	2%
Soil & Water	NC Environmental Education Certification Program	2%
	Technical Specialist for Waste Utilization Plan	2%
	Agriculture Pest Control Plan	\$100
	Animal Waste Operation Certification	\$100
	Natural Resources Certified Conservation Planner	2%
	NRCS/NC Soil & Water Commission Job Approval Authority	2%
Tax Administration	Real Property Certification	2%
	Personal Property Certification	2%
	Appraiser Level 1 Certification	2%
	Appraiser Level 2 Certification	2%
	Appraiser Level 3 Certification	2%
	Certified Mapper	1.5%
	Certified Senior Mapper	1.5%

To:

COUNTY OF WAYNE Appendix to the Certification Policy Certification/Licensure Levels Eligible for Salary Increase		
Department	Certification/Licensure	Percentage of Increase
Board of Elections	Certified Elections Administrator	2%
Clerk to the Board	NCCCM	2%

Co-op Extension Service	Technical Specialist for Waste Utilization Plan	2%
	Pesticide License (NC Dept. of Ag. Certification)	\$200
	Certified Plant Professional (NC Nursery & Landscape Assoc.)	2%
	Certified Professional Argonomist (state & national cert.)	2%
	Certified Crop Advisor (Public Agriculture 2 yr. program)	2%
	Notary Public for 4-H and NC State documents	\$100
Emergency Services – 911	Public Safety Telecommunicator (I and II)	2%
	SDI Certification (State Department of Criminal Investigation)	2%
	Emergency Medical Dispatch Certification	2%
	Advanced Public Communications Training Officer Certification	2%
	RPL (Registered Public Safety Leader) Certification	2%
	NENA (Emergency Number Professional) Certification	2%
	APCO Certified Public Safety Executive	2%
Emergency Services - Fire	Fire Science Degree	2%
	Fire Prevention Level 2	2%
	Fire Prevention Level 3	2%
EMS & WayneNET	EMS Science Degree or EMS Management Institute Program	2%
Facilities Services	Sewer Collection Level 2	2%
	Sewer Collection Level 3	2%
	Sewer Collection Level 4	2%
	Pesticide Applicator (ornamentals and turf)	\$200
	Pesticide Applicator (right of way)	\$50
	Plumbing Backflow Inspections	2%
	HVAC Boiler Inspections	2%
	Locksmith	2%
	Certified Environmental Services Specialist (Housekeeping)	\$100
Finance	NC Local Govt. Finance Officers Certification Program	2%
	Certified Budget and Evaluation Officer	2%
	Certified Local Government Purchasing Officer	2%
Human Resources	International Public Mgmt. Certified Professional (IMPA-CP)	2%
	International Public Mgmt. Sr. Certified Professional (IMPA-SCP)	2%
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	CCIE (Cisco Certified Internetwork Expert)	2%
	PMP (Project Management Professional)	2%
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	A Plus Computer Service Technicians	\$250
	Security Plus (cryptography and access control)	\$250
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	American Institute of Certified Planners	2%
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	Certified Assistant Register of Deeds	2%
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	Tactical Training	2%
	SRO Certification Program	2%
	Coastal Plain Law Enforcement Management Institute	2%
	Fire Investigator	2%
	Polygraph Examiner	2%
	K-9 Instructor	2%
	DRE – (Drug Recognition Expert)	2%
	Advanced Law Enforcement Certificate	2%
Soil & Water	NC Environmental Education Certification Program	2%
	Technical Specialist for Waste Utilization Plan	2%
	Agriculture Pest Control Plan	\$100
	Animal Waste Operation Certification	\$100
	Natural Resources Certified Conservation Planner	2%
	NRCS/NC Soil & Water Commission Job Approval Authority	2%
Tax Administration	Real Property Certification	2%
	Personal Property Certification	2%
	Appraiser Level 1 Certification	2%
	Appraiser Level 2 Certification	2%
	Appraiser Level 3 Certification	2%
	Certified Mapper	1.5%
	Certified Senior Mapper	1.5%
Tax Collections	Collector	2%
	Deputy Tax Collector	2%
	Assistant Tax Collector	2%

"The Wayne County Board of Commissioners has adopted these Personnel Policies by Resolution in order to establish a personnel system which will recruit, select, develop, and maintain an effective and responsible work force. These Personnel Policies can only be amended by subsequent Resolution adopted by the Board of Commissioners."

This the 2nd day of March 2021.

**Wayne Aycock, Chairman
Wayne County Board of Commissioners**

Carol Bowden, Clerk to the Board

MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: February 11, 2021

Re: Case A-21-01; Subdivision and Zoning Ordinance Amendments; Compliance with NCGS 160D

Background: The North Carolina General Assembly has recodified and modernized the Planning and Zoning enabling statutes. This statute consolidates the city and county statutes and provides more clarifications and expectations for local government.

Proposal: Staff has reviewed the Subdivision and Zoning Ordinance to ensure compliance with the new Statute. A few changes are necessary and are listed below. All of the proposed changes are statute specific and adjusted solely for the purpose of compliance.

Recommendation: Planning Board recommends approval of the below amendment. Staff asks that the Commissioners hold a public hearing to receive public input prior to adoption.

Proposed Zoning Ordinance Amendments:

Footnotes:

---(1)---

State Law reference— Planning and regulation of development, G.S. ~~153A-320~~ 160D et seq.; grant of zoning power to counties, G.S. ~~153A-340~~ 160D.

ARTICLE I. - AUTHORITY AND ENACTMENT CLAUSE

The Board of County Commissioners of Wayne County, North Carolina, pursuant to the authority granted by ~~Article 20B of~~ Chapter ~~153~~ 160D of the General Statutes of North Carolina, does hereby enact into law these Articles and Sections.

Section 114. - Penalties for Violation. ¹¹

Any person violating any provision of this ordinance or failing to comply with this ordinance shall be guilty of a misdemeanor any upon conviction shall be punishable for each

offense by a fine not to exceed fifty (50) dollars a day or by imprisonment not to exceed thirty (30) days.

In addition to the above criminal fines, the Enforcement Officer may obtain enforcement from a court of competent jurisdiction through equitable remedies such as, prohibitory injunctions, affirmative injunctions, mandamus, or an order of abatement as provided by North Carolina General Statute ~~153A-123~~ 160D.

Notwithstanding the criminal penalties and fines and equitable remedies, a violation of any provision of this ordinance shall subject the violator to a civil penalty in the amount of fifty (50) dollars to be recovered by Wayne County. Violators shall be issued a written citation which must be paid within ten (10) days.

Any violation of this ordinance of [or] failure to comply with this ordinance may be enforced by any one or more of the remedies specified above. Each day such violation continues shall be considered a separate and distinct violation.

Nothing herein contained shall prevent Wayne County from taking such other lawful action as is necessary to prevent or remedy any violation.

Section 115. - Right of Appeal.

If the Zoning or Occupancy Certificate is denied, the applicant may appeal the action of the Zoning Enforcement Officer to the Board of Adjustment **within 30 days of receipt of the written notice of the determination.**

Section 123. - Appeals.

123.1 Appeals from the enforcement and interpretation of this ordinance, and requests for Special Use Permits or variances shall be filed with the Zoning Enforcement Officer, who shall transmit all such records to the Board of Adjustment.

a. Appeals from the enforcement and interpretation of this ordinance shall be made within 30 days from receipt of the written notice of determination.

130.4 Public Hearing by the Board of Commissioners.

A public hearing shall be held by the Board of County Commissioners before adoption of any proposed amendment to this ordinance. A notice of such public hearing shall be given once a week for two (2) consecutive calendar weeks in a newspaper of general circulation in Wayne County. Said notice shall be published the first time not less than ten (10) days nor more than twenty-five (25) days ⁸¹ prior to the date established for such public hearing.

When a zoning map amendment is proposed, a notice of the hearing shall be posted on the property at least 10 days but not more than 25 days prior to the date of the hearing.

Following the public hearing the Board of Commissioners shall return the petition to the Planning Board, if no recommendation has been received. The Planning Board will then

have thirty (30) days from the time it receives the petition from the Board of Commissioners to make a recommendation. Failure of the Planning Board to submit its recommendations within this time period shall constitute a favorable recommendation. ⁸²
□

Proposed Zoning Ordinance Amendments:

Sec. 70-3. - Authority.

This chapter is adopted under the authority and provisions of G.S. ch. ~~153A, art. 18, pt. 2~~ **160D**.

State Law reference— County regulatory authority for subdivision regulations, G.S. ~~153A-330~~ **160D**.

Sec. 70-4. - Jurisdiction.

The regulations contained herein, as provided in G.S. ch. ~~153A, art. 18, pt. 2~~ **160D**, shall govern each and every subdivision of land within the county outside of the jurisdiction of any incorporated municipality.

Sec. 70-35. - Effect of plat approval in dedications.

Pursuant to G.S. ~~153A-333~~ **160D**, the approval of a plat does not constitute or effect the acceptance by the county or the public of the dedication of any street or other ground, public utility line, or other public facility shown on the plat and shall not be construed to do so.

Sec. 70-36. - Penalties for violation.

- (a) Pursuant to G.S. ~~153A-334~~ **160D**, after the effective date of the ordinance from which this chapter is derived, any person who being the owner or agent of the owner of any land located within the territorial jurisdiction of this chapter, thereafter subdivided his land in violation of this chapter or transfers or sells land by reference to, exhibition of, or any other use of a plat showing a subdivision of the land before the plat has been properly approved under the terms of this chapter and recorded in the office of the county register of deeds, shall be guilty of a misdemeanor. The description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring land shall not exempt the transaction from this penalty. The county, through its attorney or other official

designated by the board of commissioners, may enjoin illegal subdivision, transfer, or sale of land by action for injunction. Further, violators of this chapter shall be subject, upon conviction, to fine and/or imprisonment and provided by G.S. 14-4.

- (b) The violation of any provision of this chapter shall subject the offender to a civil penalty in the amount of \$50.00 to be recovered by the county. Violators shall be issued a written citation which must be paid within ten days.
- (c) Each day's continuing violation of this chapter shall be a separate and distinct offense.
- (d) Notwithstanding subsection (b) of this section, this chapter may be enforced by appropriate equitable remedies issuing from a court of competent jurisdiction.
- (e) Nothing in this section shall be construed to limit the use of remedies available to the county. The county may seek to enforce this chapter by using any one, all or a combination of remedies.

Sec. 70-70. - Plat shall be required on any subdivision of land.

- (a) Pursuant to G.S. ~~153A-331~~ **160D**, a final plat shall be prepared, approved, and recorded pursuant to the provisions of this chapter whenever any subdivision of land takes place. However, the subdivider may qualify for an exemption to filing a subdivision plat if the conditions in subsection (b) of this section are met, provided that the exemption outlined below shall not be self-executing.

Sec. 70-71. - Approval prerequisite to plat recordation and permit applications.

- (a) Pursuant to G.S. ~~153A-332~~ **160D**, no subdivision of land, nor a final plat of a subdivision of land within the territorial jurisdiction of the county, as established in section 70-4, shall be recorded by the register of deeds of the county until it has been approved by the county commissioners, county planning board and/or the planning department, as provided herein. To secure such approval, the subdivider shall follow the procedures established in this article.

Sec. 70-75. - Final plat submission and review.

- (e) *Improvements guarantees (major subdivisions only).*
 - (1) *Agreement and security required.* A subdivision improvement agreement, the content and requirements of which having previously been approved by the board of commissioners, shall be signed by the subdivider and filed with the planning department prior to the consideration of any plat. In addition, the county may enter into an agreement with the subdivider whereby the subdivider shall agree to complete all

required improvements not yet installed at the time of final plat consideration by the board of commissioners, provided that the subdivider submit the appropriate guarantees as listed below, and all other requirements of this chapter are met. To secure this agreement, the subdivider shall provide, subject to the approval of the board of commissioners, either one, or a combination of the following guarantees, not exceeding 1.25 times the entire cost of improvement as provided herein:

- a. *Cashiers check.* The subdivider shall obtain a cashiers check from a bank or other qualified financial institution authorized to do business in the state. The check shall be payable to Wayne County and shall be in an amount equal to 1.25 times the entire cost, as estimated by the subdivider and approved by the planning board, of installing all required improvements.
- b. *Irrevocable letter of credit.* The subdivider shall obtain an irrevocable letter of credit from a bank or other qualified financial institution authorized to do business in the state. The amount of authorized credit shall be equal to 1.25 times the cost, as estimated by the subdivider and approved by the planning board, of installing all required improvements. The wording and language of the irrevocable letter of credit shall be approved by the board of commissioners. The duration of the letter of credit shall be until such time as the improvements are accepted by the board of commissioners.
- c. *Surety bond.* The subdivider shall obtain a surety bond from a company authorized to do business in the State. The amount of authorized bond shall be equal to 1.25 times the cost, as estimated by the subdivider and approved by the planning board, of installing all required improvements.

Sec. 70-128. - Subdivision defined.

For the purposes of this chapter, the term "subdivision" means all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose of sale or building development (whether immediate or future) and shall include all divisions of land involving the dedication of a new street or a change in existing streets. But the following shall not be included within this definition nor be subject to any regulations enacted pursuant to this chapter:

- (1) The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the county as shown in this chapter.
- (2) The division of land into parcels greater than ten acres where no street right-of-way dedication is involved.
- (3) The public acquisition by purchase of strips of land for the widening or opening of streets.
- (4) The division of a tract in single ownership whose entire area is no greater than two acres into not more than three lots, where no street right-of-way dedication is involved and

where the resultant lots are equal to or exceed the standards of the county as shown in this chapter.

- (5) The division of a tract into parcels in accordance with the terms of a probated will or in accordance with intestate succession under Chapter 29 of the General Statutes.
- (6) Only a plat for recordation will be required for the division of a tract or parcel of land in single ownership if all of the following criteria are met:
 - a. The tract or parcel to be divided is not exempted under subdivision (2) of this subsection.
 - b. No part of the tract or parcel to be divided has been divided under this subsection in the 10 years prior to division.
 - c. The entire area of the tract or parcel to be divided is greater than 5 acres.
 - d. After division, no more than three lots result from the division.
 - e. After division, all resultant lots comply with all of the following:
 - i. All lot dimension size requirements of the applicable land-use regulations, if any.
 - ii. The use of the lots is in conformity with the applicable zoning requirements, if any.
 - iii. A permanent means of ingress and egress is recorded for each lot.