



Wayne County, North Carolina

Board of Commissioners

August 15, 2023
224 E. Walnut Street
Courthouse 4th Floor
Goldsboro, NC 27530

MINUTES

8:00 A.M. AGENDA BRIEFING

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 8:08 a.m. with County Manager Chip Crumpler reviewing the agenda. Mr. Crumpler made the following adjustments to the agenda:

- Add Resolution #2023-20 for the Golden Leaf Grant to the Consent Agenda.
- Replace #14 GREAT Grant County Matching Funds under Consent Agenda with a corrected form for county matching funds.

Finance Director Allison Speight reviewed the budget amendments.

Fire Marshall Bryan Taylor and General Manager Matthew Dean with RCC reviewed the upgrades to the 911 radio system and answered questions from the Board.

Planning Director Berry Gray reviewed the two proposed public hearings scheduled for September 19, 2023.

Staff Attorney Andrew Neal reviewed the Memorandum of Agreement between NC State University and Wayne County's Cooperative Extension office, as well as the Great Grant County Match agreement with North State Communications Advanced Services, LLC d/b/a/ LUMOS.

NC Global TransPark EDR Director of Business and Project Management Craig Foucht reviewed the added resolution for the Golden Leaf grant.

Members Present: Chairwoman Barbara Aycock; Vice-Chairman Chris Gurley; George Wayne Aycock, Jr.; Joe C. Daughtery; Freeman Hardison, Jr.; and Antonio Williams.

Members Absent: Bevan Foster (Joined the meeting at 8:58 a.m.).

RECESS BOARD OF COMMISSIONERS MEETING

At 9:03 a.m., Chairwoman Barbara Aycock recessed the Board of Commissioners meeting.

CALL TO ORDER - Chairwoman Barbara Aycock

The Wayne County Board of Commissioners met on Tuesday, August 15, 2023, at 9:12 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: Chairwoman Barbara Aycock; Vice-Chairman Chris Gurley, George

Wayne Aycock, Jr., Joe C. Daughtery; Bevan Foster; Freeman Hardison, Jr., and Antonio Williams.

Members absent: None

INVOCATION - Chairwoman Barbara Aycock

Chairwoman Barbara Aycock gave the invocation.

PLEDGE OF ALLEGIANCE - Commissioner Antonio Williams

Commissioner Antonio Williams led the Board of Commissioners in the Pledge of Allegiance to the Flag of the United States of America.

APPROVAL OF MINUTES

1. Motion to Approve August 1, 2023 Minutes.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved the August 1, 2023 minutes.

DISCUSSION/ADJUSTMENT OF AGENDA

2. Motion to Approve August 15, 2023 Adjusted Agenda.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved the August 15, 2023 adjusted agenda. Adjustments made:

- Add Resolution #2023-20 for the Golden Leaf Grant to the Consent Agenda.
- Replace the GREAT Grant County Match Funds sheet under #14 of the Consent Agenda.

SPECIAL PRESENTATIONS

Time Limit of 6 to 10 Minutes

3. Motion to Approve the Opioid Use Disorder Awareness Week Proclamation. Presentation by Natalie Kemp.

Ms. Natalie Kemp read the Opioid Use Disorder Awareness Week Proclamation.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved the Opioid Use Disorder Awareness Week Proclamation, attached here as Attachment A.

9:30 A.M. PUBLIC HEARING

4. To Receive Public Comments on an Economic Incentive Grant with an estimated value of \$30,000 from the County of Wayne and the City of Goldsboro to ALTA Foods, LLC.

No member of the public spoke.

Upon motion of Commissioner George Wayne Aycock, Jr., the Board of Commissioners unanimously approved the Economic Incentive Grant with an

estimated value of \$30,000 from the County of Wayne and the City of Goldsboro to ALTA Foods, LLC, attached hereto as Attachment B.

APPOINTMENT COMMITTEE

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved the reappointment of Dorothy Owens to the Nursing Home Community Advisory Committee.

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved the reappointment of Diane Smith, Geraldine Sherard, Fran Kasey, and Linda Harper to the Adult Care Home Community Advisory Committee.

CONSENT AGENDA

Upon motion of Commissioner George Wayne Aycock, Jr., the Board of Commissioners unanimously approved the Consent Agenda, detailed below.

5. Late Disabled Veterans Exemption Application
6. Late Elderly/Disabled Exemption Application
7. Late Present Use Value Application
8. Budget Amendments
#50-911/#51-Health Department/#55-Literacy Connections/#62-American Rescue Plan Fund/#64-Health Department/#65-Services on Aging.
9. Establish a Public Hearing on September 19th, 2023 at 9:30 a.m. to receive public comments on a request to rezone a 3.46 Acre tract from RA-20 to Light Industry (LI);Property located on US Hwy 117 A, Dudley NC identified as Tax Parcel 2585673029.
Attached hereto as Attachment C.
10. Establish a Board of Adjustment Public Hearing on September 19th, 2023 at 9:30 a.m. for a Special Use Permit request by Bigdround LLC for Mobile Home Park approval within the RA-20 Zoning District on Parcel # 2546744961 located on Paul Hare Road in Grantham Township.
Attached hereto as Attachment D.
11. Motion to Approve Memorandum of Agreement between Wayne County and North Carolina State University regarding salaries for Cooperative Extension employees.
Attached hereto as Attachment E.
12. Motion to delegate the Staff Attorney as the closing agent for Hurricane Florence HMGP-DR buyout properties.
13. Motion to Cancel the September 5, 2023 Board of Commissioners meeting.
14. Motion to approve GREAT Grant County Match Agreement with NC Communications Advanced Services, LLC.

Attached hereto as Attachment F.

15. Motion to Adopt Resolution #2023-20: A Resolution Authorizing Wayne County to file a formal application for a Golden Leaf Foundation Site Program Grant.

Attached hereto as Attachment G.

NEW BUSINESS

16. Motion to Accept Tax Collector's Settlement for Calendar Year 2022 Taxes and Prior Years.

Upon motion of Vice-Chairman Chris Gurley, the Board of Commissioners unanimously approved to Accept the Tax Collector's Settlement for Calendar Year 2022 Taxes and Prior Years, attached hereto as Attachment H.

17. Motion to Approve Order Directing the Tax Collector to Collect the Taxes Charged in the Tax Records and Receipts for Calendar Year 2023 and all Prior Years Outstanding Taxes.

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved the Order Directing the Tax Collector to Collect the Taxes Charged in the Tax Records and Receipts for Calendar Year 2023 and all Prior Years Outstanding Taxes, attached hereto as Attachment I.

COUNTY MANAGER'S REPORT

County Manager Chip Crumpler reminded the board of the groundbreaking for the new Health and Human Services building.

BOARD OF COMMISSIONERS COMMITTEE REPORTS

Commissioners Antonio Williams, Joe C. Daughtery, and Bevan Foster had no comment.

Chairwoman Barbara Aycock and Vice-Chairman Chris Gurley had no comment.

Commissioner George Wayne Aycock, Jr., talked about his recent vacation.

Commissioner Freeman Hardison, Jr., talked about the recent Eastpointe and Sandhills consolidation and a letter from Mayor David Ham responding to comments made at a previous Board of Commissioners meeting.

CLOSED SESSION

At 9:45 a.m., upon motion of Vice-Chairman Chris Gurley, the Board of Commissioners unanimously declared itself in closed session to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged, and to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body.

At 10:27 a.m., upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously declared itself in regular session.

RECESS BOARD OF COMMISSIONERS MEETING

At 10:29 a.m., Chairwoman Barbara Aycock recessed the Board of Commissioners meeting.

RECONVENE WAYNE COUNTY BOARD OF COMMISSIONERS MEETING

At 11:00 a.m., Chairwoman Barbara Aycock reconvened the Board of Commissioners Meeting.

**11:00 A.M. GROUNDBREAKING FOR THE WAYNE COUNTY HEALTH
AND HUMAN SERVICES BUILDING.**

The Board of Commissioners hosted a groundbreaking for the new, consolidated, Health and Human Services Building located off Humphries Street.

ADJOURNMENT

At 11:28 a.m., Chairwoman Barbara Aycock adjourned the Meeting of the Wayne County Board of Commissioners.

Carol Bowden, Clerk to the Board

NORTH CAROLINA

WAYNE COUNTY

OPIOID USE DISORDER AWARENESS WEEK PROCLAMATION

WHEREAS, there is an effort within the county to promote awareness and change regarding the ongoing opioid crisis and to recognize the unnecessary lives lost, the grief of those who have lost loved ones, and the commitment of a community that cares for all of those who reside within against the burden of opioid use and accessibility; and

WHEREAS, the opioid epidemic is a destructive force that does not differentiate between race or status, education or health, young or old. It tears families apart, darkens communities, and steals away the joy of those we love; and

WHEREAS, opioid-related overdoses are now the leading cause of death in the United States; and

WHEREAS, the overdose death rate in Wayne County has increased by more than 200% over the last 10 years; and

WHEREAS, the estimated cost for medical and work loss in Wayne County from medication and drug fatalities exceeds more than 28 million dollars per year; and

WHEREAS, the economic future of a community depends on the overall health and wellness of its citizens; and

WHEREAS, the current trend of opioid use disorder is a complex and challenging issue that must be openly addressed; and

WHEREAS, providing open dialogue to increase public awareness and alter the long-standing cloud of stigma that blemishes hope for those suffering from opioid use disorder will bring value and progress to this issue; and

WHEREAS, citizens within our community care deeply about the influence this epidemic has on prosperity and vitality; and

WHEREAS, the Coalition for Addiction and Life Management, also known as C.A.L.M, has committed to working within all layers of the community to promote understanding, enhance knowledge, and seek opportunities for change in the face of this community scourge.

NOW, THEREFORE BE IT RESOLVED that, the Wayne County Board of Commissioners does hereby proclaim the first week of September as **OPIOID USE DISORDER AWARENESS WEEK** in Wayne County and calls upon our community to observe this week to gain insight, to foster commitment, and to promote the call for "Remembrance, Hope, and Action."

Adopted this the 15th day of August, 2023.



Barbara Aycock
Chair, Wayne County Commissioners

Attest:


Carol Bowden, Clerk to the Board

STATE OF NORTH CAROLINA
COUNTY OF WAYNE

ECONOMIC DEVELOPMENT AGREEMENT

This AGREEMENT is executed this 15th day of August 2023, by and between Company, ALTA Foods LLC, a limited liability company authorized to do business in the state of North Carolina, having a principal place of business at 105 Industry Ct, Goldsboro, NC, 27530 (hereinafter "ALTA Foods LLC"), and Wayne County a political subdivision of the State of North Carolina, having its principal place of business at 224 E. Walnut Street, Goldsboro NC 27530 (hereinafter the "County") and the City of Goldsboro a political subdivision of the State of North Carolina, having a principal place of business at 200 North Center Street, Goldsboro, NC 27530 (hereinafter the "City").

WITNESSETH:

WHEREAS, ALTA Foods LLC desires to install certain machinery and equipment and expand its existing facility located in Goldsboro, Wayne County, representing a total non-depreciated investment of at least \$2,000,000 in personal and real property, and to create at least seventeen (17) new jobs at this facility on or before December 31, 2025, with incremental achievement goals starting December 31, 2023; and

WHEREAS, ALTA Foods LLC shall incur certain costs for installation of these improvements; and

WHEREAS, the addition of these improvements will expand the County and City tax base through increased ad valorem tax value created as a consequence of capital investment in real property and machinery and equipment being brought into the County and City; and

WHEREAS, the County and City recognize that increased ad valorem tax revenues will be generated as a consequence of this business venture and investment, and that a grant by the County and the City would be an incentive for such investment by ALTA Foods LLC to assist the same pay a portion of the costs of the investment, and that such incentives be designated as an "Economic Development Grant" to ALTA Foods LLC in the amount of Thirty Thousand Dollars (30,000.00); and

WHEREAS, the parties hereto wish to reduce their understanding regarding the details of the Economic Development Grant and ALTA Foods LLC performance to this agreement;

NOW, THEREFORE, for the mutual considerations noted hereinafter, the sufficiency of which are hereby acknowledged, the parties do hereby contract and agree as follows:

I. Economic Development Incentives.

ALTA Foods LLC will incur costs in adding machinery and equipment as well as additional real property at their current facility and the County and City will realize economic benefits due to the expansion of the ad valorem tax base. As an incentive for ALTA Foods LLC to invest in machinery and equipment and real property at its existing site in accordance with NCGS 158-7.1, the County and City shall provide to ALTA Foods LLC the incentives set forth herein in accordance with the terms and conditions of this Agreement. The County and City shall provide an Economic Development Grant to ALTA Foods LLC with an estimated value of \$30,000.00, with such a grant to be made available to ALTA Foods LLC as set forth in Exhibit A.

- A. The County and City shall pay to ALTA Foods LLC in installments a total grant of \$30,000.00 as shown on, and in accordance with terms and conditions described in, Exhibit A to this Agreement (the “**County and City Performance Grant**”);
- B. ALTA Foods LLC agrees that if it fails to create the number of Qualified Jobs set forth on Exhibit A and maintain the Qualified Jobs through December 31, 2031, the County and City may recapture certain sums paid pursuant to the County and City Performance Grant.

II. Representations.

The County and City represent and warrant that (a) they have the power and authority to bind themselves to the requirements of this Agreement and (b) this Agreement is executed under the authority granted to the County and City under North Carolina General Statutes 158-7.1, The Local Development Act of 1925, as amended.

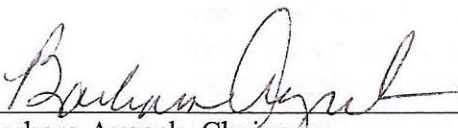
III. Miscellaneous Provisions.

- A. Independent Agreement. This Agreement and the conditions hereof only relate to the provisions and grants from the County and City set forth herein and do not limit or affect other commitments made by the County and City, the State of North Carolina, or other entities.
- B. Governing Law. This Agreement has been drafted and shall be interpreted under the laws of the State of North Carolina. Exclusive venue for any dispute shall be the General Court of Justice in Wayne County, North Carolina. In the event any provision is found by a court of competent jurisdiction to be unenforceable or unconstitutional, all other provisions shall remain in full force and effect.
- C. Binding Agreement. The parties hereto acknowledge that this Agreement and the foregoing actions and grants each represent binding contractual agreements among the parties hereto and that ALTA Foods LLC is acting in reliance upon this Agreement and the provisions and grants provided herein in its decision as to whether it will expand its investment in Goldsboro/Wayne County, North Carolina.
- D. Assignment. This Agreement shall be assignable by ALTA Foods LLC to any entity that is controlled by, controls or under common control with ALTA Foods LLC or in the case of a sale of substantially all of the operating assets of the facility, this Agreement may be assigned to the purchaser of the facility so long as the purchaser complies with this Agreement.
- E. Survival. The contractual commitments provided for herein and made by the parties hereto shall be deemed to continue into the future, survive, and remain binding upon future elected officials fully permitted under applicable law.
- F. Force Majeure. ALTA Foods LLC shall not assume any responsibility for any event or failure to act that is due to any cause in whole or in part that is beyond ALTA Foods LLC control, even if advised of same, foreseeable or in contemplation of the parties, including without limitation force majeure, the public enemy, fire, flood, earthquake, hurricane, strike or labor disputes, boycott, the inability to obtain raw materials, labor or transportation, the loss of any public or private supplied utilities, the regulations issued by any government or any of its agencies, acts of God, or any other cause similar or dissimilar to the foregoing.

- G. Entire Agreement. This writing contains the entire agreement between the parties hereto and may be amended only by writing signed by all parties hereto.
- H. Limitation. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the County or City within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted neither as delegating governmental powers nor as a donation or a lending of the credit of the County or City within the meaning of the State Constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the County's or City's moneys, nor shall any provision of the Agreement restrict to any extent prohibited by law, any action or right of action on the part of any future County or City governing body. To the extent of any conflict between this paragraph and any other provisions of this Agreement, this paragraph shall take priority.

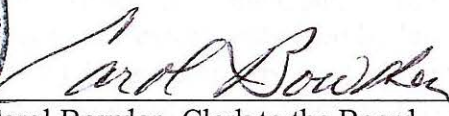
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WAYNE COUNTY

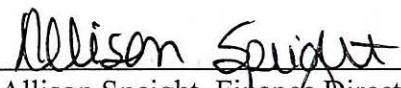

Barbara Aycock, Chairman
Wayne County Board of Commissioners



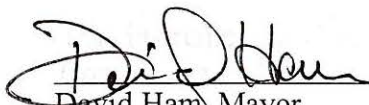
Attest:


Carol Bowden, Clerk to the Board

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

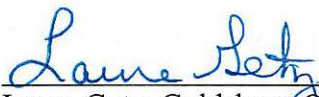
BY: 
Allison Speight, Finance Director

CITY OF GOLDSBORO


David Ham, Mayor
City of Goldsboro



Attest:


Laura Getz, Goldsboro City Clerk

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

BY: 
Catherine F. Gwynn, Finance Director

ALTA Foods LLC**Attest:**

By: _____

Secretary

Title: _____

EXHIBIT A**Performance Goals**

Year	Annual Job Increase (minimum)	Total Jobs in County and City (minimum as of 12.31.23)	Non Depreciated Capital Investment Increase (minimum)	Capital Investment Cumulative Totals (minimum)	County Grant Annual New Increment (maximum)	County Grant Payment Year (Amount attributed to prior year achievement)	City Grant Annual New Increment (maximum)	City Grant Payment Year (Amount attributed to prior year achievement)
2023	7	79	\$2,000,000	\$2,000,000	\$5,100	\$ - 0-	\$4,900	\$-0-
2024	8	87	\$0	\$0	\$ 5,100	\$5,100	\$4,900	\$4,900
2025	2	89	\$0	\$0	\$ 5,100	\$5,100	\$4,900	\$4,900
2026	0	0	\$0	\$0	0	\$ 5,100	\$0	\$4,900
2027	0	0	\$0	\$0	0			
2028			N/A	N/A	N/A			
Totals	17	89	\$2,000,000	\$2,000,000	\$15,300	\$15,300	\$14,700	14,700

Calculation Methodology:

ALTA Foods LLC performance against the job creation, job maintenance, and the capital investment goals shall be reviewed by the County and City after submission by ALTA Foods LLC before September of each year, beginning in CY 2024 for performance year 2023. The total amount of capital investment and job increases as of January 1st of that year shall be calculated; the total for each shall be expressed as a percentage of the respective total projected goal. The average of the two percentages shall be the achievement percentage of capital investment and job creation and the grant funds that shall be actually awarded in and for each calendar year based on that achievement, subject to the County and City Grant Annual New increment maximum and the following. Should the average percentage of the cumulative projected goal capital investment and job increase be less than 100% as of January 1st of any given year, the County and City shall accrue the amount of funds budgeted but unearned and such funds shall be paid out in the first year ALTA Foods LLC attains in a given year at least 100% of its cumulative projected goals, in

addition to paying the new increment amount of funds budgeted for that year. The payments by the County and City, should ALTA Foods LLC be current in all tax payments for that fiscal year and to the extent provided above that performance goals be met, shall be made by September 30th of each year beginning in 2024, for calendar year 203. This grant shall expire on December 31, 2026. For clarification, if ALTA Foods LLC does not submit performance data for a year before September of the normal review year, the funds budgeted will accrue and be reviewed by the County and City during the review year following ALTA Foods LLC submission, but not after December 31, 2026 (that is, when the grant expires).

Example of Calculation Methodology:

	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>
<i>Year</i>	<i>Annual Job Increase Goal (minimum)</i>	<i>Total Jobs Increase Cumulative Goal</i>	<i>Total Jobs Increase Cumulative Attained (% = C/B)</i>	<i>Capital Investment Cumulative Totals Goal</i>	<i>Actual Investment Cumulative Totals (%=E/D)</i>
2023	7	79	5(67%)	\$2,000,000	\$1,600,000 (81%)
2024	8	87	15(100%)	\$2,000,000	\$400,000 (100%)
2025	2	89	89(100%)	-0-	\$-0-
2026	0	0	0	-0-	\$-0-
2027	0	0	0	-0-	\$-0-
2028	N/A	N/A	N/A	N/A	N/A
Totals	17	89	89 (100%)	\$2,000,000	\$2,000,000(100%)

Year 2024

(For calendar year 2023)

Average % attained = (67% [Jobs] + 81% [Investment]) ÷ 2 = 74%

Amount due from County payable by September 30, 2024 = .74 x \$5,100 = \$3,774

Amount unearned and being accrued \$5,100 - \$3,774 = \$1,326

Amount due from the City payable by September 30, 2024 = .74 x \$4,900 = \$3,626

Amount unearned and being accrued \$4,900 - \$3,626 = \$1,274

Year 2025

(For calendar year 2024)

Average % attained = (100% [Jobs] + 100% [Investment]) ÷ 2 = 100%

Amount due from County payable by September 30, 2025 = 1.00 x \$5,100 = \$5,100

2024 Accruals now earned and also due from County payable by September 30, 2025 = \$1,326

Total due from County payable by September 30, 2025 = \$5,100 + \$1,326 = \$6,426

Amount due from City payable by September 30, 2025 = 1.00 x \$4,900 = \$4,900

2024 Accruals now earned and also due from City payable by September 30, 2025 = \$1,274

Total due from City payable by September 30, 2025 = \$4,900 + \$1,274 = \$6,174

Year 2026

(For calendar year 2025)

Average % attained = (100% [Jobs] + 100% [Investment]) ÷ 2 = 100%

Amount due from County payable by September 30, 2025 = 1.00[cap] x \$5,100 = \$5,100

Amount due from City payable by September 30, 2025 = 1.00[cap] x \$4,900 = \$4,900

Definitions:

“Capital Investment” shall be the ad valorem tax value of the property located in the County and City that is owned by ALTA Foods LLC its affiliates, or financing entities where ALTA Foods LLC or its affiliates maintain operational control of the property. Any disputes as to the calculation of Capital Investment shall be subject to mediation between senior executives of the applicable parties, or if such mediation is not successful by an action at law or in equity with venue being in a court of competent jurisdiction in Wayne County, North Carolina.

“Budget” unless otherwise agreed in this Agreement, the County and City shall approve a budget for the specific grant amount offered to ALTA Foods LLC by July 1st of each year that the respective grant is offered, for payment by the agreed-upon date.

No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the County or the City within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted neither as delegating governmental powers nor as a donation or a lending of the credit of the County or the City within the meaning of the State Constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the County's or the City's moneys, nor shall any provision of the Agreement restrict to any extent prohibited by law, any action or right of action on the part of any future County or City's governing body. To the extent of any conflict between this paragraph and any other provisions of this Agreement, this paragraph shall take priority. The County and the City are governmental entities and the validity of this Agreement is based upon the availability of public funding under the authority of their respective statutory mandates. In the event that public funds are not available and not appropriated for the performance of their obligations under this Agreement, then this Agreement shall automatically expire without penalty to either the County or the City 30 days after written notice to ALTA Foods LLC of the non-appropriation of public funds.

MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: July 12, 2023

Re: Zoning Map Change, Z-23-01

Item: Rezoning from Residential Agricultural-20 (RA-20) to Light Industry (LI)

Size: 3.46 acres

Parcel ID# 2585673029

Property Owner/Applicant: Oliver Ray Best Jr/William Best

Location: S US 117 Alt, Brogden Township

The applicant is currently looking to rezone property on the west side of US Hwy 117 Alt approximately 3/4 mile north of O'Berry Road from Residential Agricultural-20 (RA-20) to Light Industry (LI).

The property is currently vacant. Adjacent zoning includes Heavy Industry (HI) behind the property and used for an auto salvage lot. The property to the south is zoned RA-20 and owned by the applicant and used for business use by the applicant. The property to the north is zoned RA-20 and used as commercial storage. The LI District would allow for a variety of light industrial uses. The subject property is not located within a Flood Hazard Area. The Wayne County Growth Strategies Map identifies this property as being within a Community Growth area.

The proposed rezoning is consistent with the following Wayne County Comprehensive Plan policies:

Policy 2.1: NEW AND EXPANDING BUSINESSES AND INDUSTRIES should be especially encouraged that: 1) diversify the local economy, 2) train and employ a more highly skilled work force and 3) increase area resident's incomes.

Policy 2.5: Appropriate OPPORTUNITY SITES for new business and industrial enterprises should be identified and protected from incompatible development. Such sites should be based upon suitability factors such as transportation access, availability of utilities, compatibility with nearby land uses, soil conditions, drainage, zoning and other considerations.

Policy 2.9: Local economic development efforts shall protect, enhance and encourage a high QUALITY OF LIFE, IMAGE AND CULTURAL AMENITIES as critical factors in business retention, recruitment and economic growth.

Policy 3.1: Wayne County shall be an active participant in recruiting new business development with the objective of providing higher paying jobs to area citizens, expanding the tax base and recapturing a larger percentage of retail sales.

Community Growth Areas provide for the development and redevelopment of smaller, usually freestanding communities in Wayne County. These areas may represent incorporated towns or may be unincorporated areas that nonetheless have a range of services typical of a small town. Community Growth Areas may have services provided through a combination of municipal and/or county functions. The use of community and/or County funds for planning, programming or providing services in these areas should be left up to the consensus of the people living in the area, working in conjunction with County decision-makers, especially when County resources are involved. Community Growth Areas may be developed at a variety of development densities and land use types to meet the housing, everyday shopping and employment needs of area residents..

The property is within the following service areas:

- Schools – Brogden Primary, Brogden Middle and Southern Wayne High
- Water – Southeastern Wayne Sanitary District
- Fire – Dudley
- EMS – Station 8
- Transportation - RPO
- Water Supply Watershed – Yes
- Voluntary Agriculture District – No
- Wetlands – No
- Board of Commissioners District – 2
- AICUZ Area – No
- SJAFB Airspace Area – Yes

Recommendation: The Wayne County Planning Staff recommends approval of the rezoning request. NC General Statutes require that the Board consider the following items in making a decision on a rezoning:

- 1) Consistency with the Comprehensive Land Use Plan: Staff's opinion is that the request is consistent with Policies 2.1, 2.9 or 3.1 listed above considering that the proposed zoning is compatible with nearby commercial/industrial zoning and County has established industrial zoning directly adjacent to the property. Also, the request is consistent with Policy 2.5 in that the proposed zoning would allow uses that are compatible with adjacent properties.
- 2) Consider if the request is reasonable and in the public interest: Staff's opinion is that the request is reasonable and in the public interest in that adjacent zoning and use is industrial and/or commercial in nature and non-residential is better suited in this vicinity.

Wayne County, North Carolina

Petition for AmendmentDate: 7-10-23Name of Applicant: WILLIAM BEST Telephone: 919-738-1245Address: 4240 US 117 ALT, DUDLEY, NC 28333Name of Owner: OLIVER RAY BEST, JR Telephone: 919-222-9930Address: 4864 US 117 ALT, DUDLEY, NC 283331. Location or address of subject property
PARCEL # 25856730292. Current zoning classification of subject property: RURAL, SINGLE FAMILY RESIDENTIAL RA-203. Requested reclassification of property: COMMERCIAL, Light Industry4. Legal description of the property (metes & bounds, or if subdivided, lot, block, subdivision plat book and page number):
DEED BOOK 2560, PAGE 7155. Owner's intended use of the property in question if it is reclassified: AGRICULTURE AND FABRICATION SHOP6. Explain in detail why you think this petition should be approved:
EXPANSION OF CURRENT BUSINESS, ADDING EMPLOYEES,
IN AREA OF OTHER COMMERCIAL PROPERTIES ADJOININGX Names and addresses of owners whose property abuts the property in question: OLIVER RAY BEST, JR - 4864 US 117 ALT, DUDLEY, NC 28333RECKY YOUNG,

I certify that I, the applicant, have the consent of the owner and act on his behalf in applying for the change in the Wayne County Zoning Ordinance.

Date: 7-10-23Signature: [Signature]
Applicant

8. Report of the Zoning Enforcement Officer on the property in question: _____

Fee Paid \$ _____ Date _____

Date Public Hearing Scheduled _____ Time _____

Dates Public Hearing Advertised _____

Petition: Approved _____ Denied _____ Petition No. _____

Rezoning Case Z-23-01

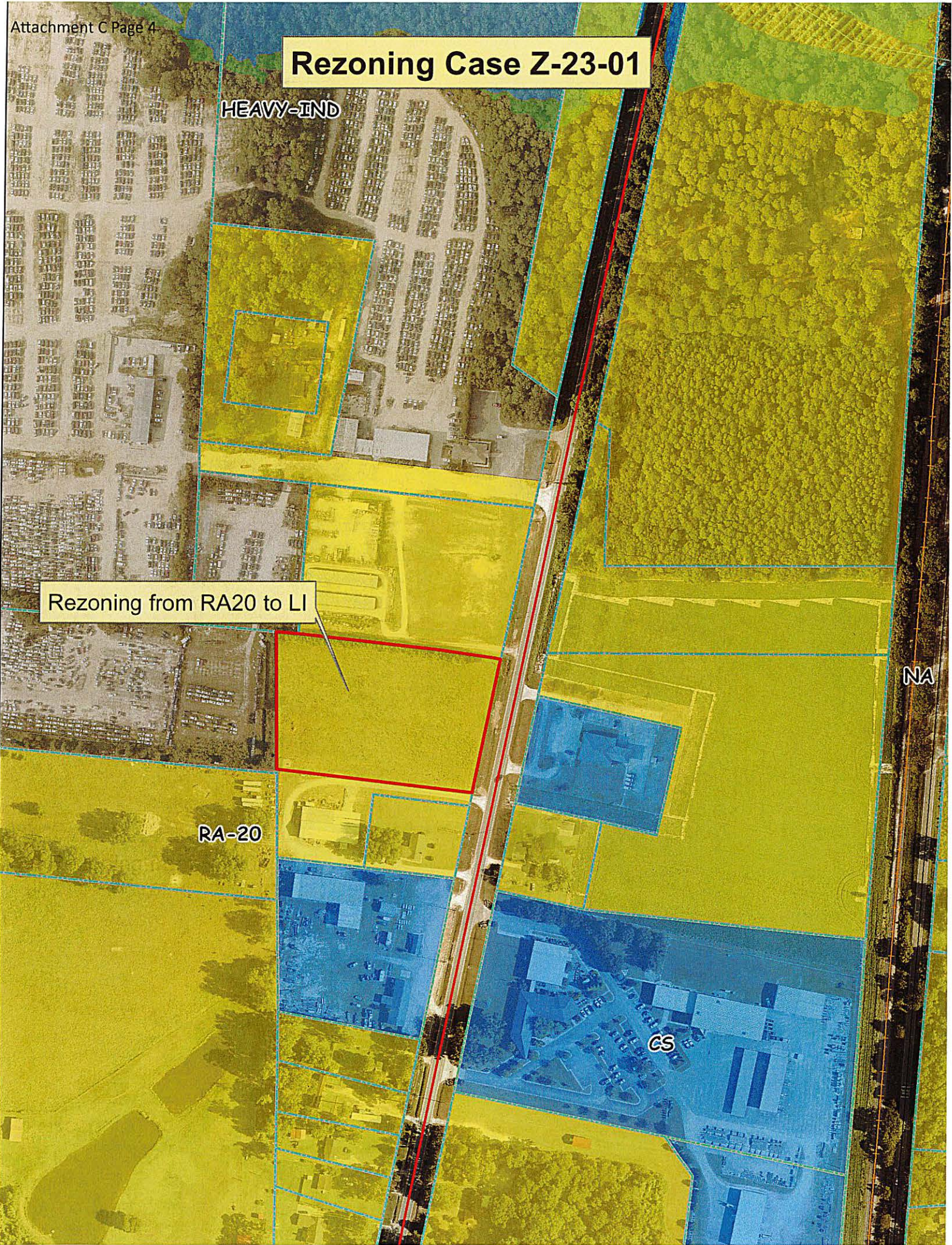
HEAVY-IND

Rezoning from RA20 to LI

RA-20

NA

CS



MEMORANDUM

To: Wayne County Board of Adjustment

From: Berry Gray, Planning Director

Date: July 12, 2023

Re: Special Use Permit for Bigdround Located in the RA-20 Zoning District

Item: Bigdround Mobile Home Park
Parcel ID# 2546734961
Owner/Developer: Bigdround, LLC; Curtis Venable
Surveyor/Engineer: B.R. Kornegay, Inc.
Grantham Township, Paul Hare Road
Lots 1-16

Background: The Wayne County Planning Board reviewed the plan for Bigdround Mobile Home Park at a recent meeting. The plan was also reviewed by staff and has been determined to meet the minimum requirements of the Wayne County Mobile Home Park Ordinance. A Special Use Permit from the Wayne County Board of Adjustment is required due to the Mobile Home Park's location within the RA 20 Zoning District.

Discussion: Bigdround Mobile Home Village will consist of 16 mobile home park lots. The site is 11.105 acres in size with 4.055 acres of that shown as open space. The average lot size is 16,376 square feet or 0.38 of an acre.

The plat shows the construction of a new cul de sac streets to serve the lots. The streets are required to be installed per Mobile Home Park specifications which include either a minimum four inch aggregate base course or paved to NC DOT Standards.

The site is currently residential and is located on the east side of Paul Hare Road, just north of its intersection with Hwy 13 S. The property is zoned RA 20 which allows for Mobile Home Parks as a Special Use. Surrounding land uses include a mix of residential and commercial properties. This project is not subject to the Stormwater Management Ordinance. The site plan meets the requirements outlined in the Wayne County Mobile Home Park Ordinance.

The property is shown within the Community Growth Area in the Wayne County Comprehensive Land Use Plan. Community Growth Areas provide for the development and redevelopment of smaller, usually freestanding communities in Wayne County. These areas may represent incorporated towns or may be unincorporated areas that nonetheless have a range of services typical of a small town. Community Growth Areas may have services provided through a combination of municipal and/or county functions. The use of community and/or County funds for planning, programming or providing services in these areas should be left up to the consensus of the people living in the area, working in conjunction with County decision-makers, especially when County resources are involved. Community Growth Areas may be developed at a variety of development

densities and land use types to meet the housing, everyday shopping and employment needs of area residents.

The property is within the following service areas:

Schools – Southern Wayne HS, Grantham Middle, Grantham Elementary
Water - Southwestern Wayne
Fire – Grantham
EMS – Station 3
Transportation - RPO
Water Supply Watershed – Yes
Voluntary Agriculture District – No
Wetlands – No
Board of Commissioners District – 4

Sections 54.1 and 54.2 of the Wayne County Zoning Ordinance, as it relates to special uses, states that permission may be granted for the establishment of special uses as shown in the district regulations if the Board of Adjustment finds from the evidence produced after a study of the complete records that:

- A. The proposed use does not affect adversely the general plans for physical development of the county and will not be contrary to the purposes stated in these regulations;
- B. The proposed use will not adversely affect the health and safety of the county residents and will not be detrimental to the use or development of adjacent properties or other neighborhood uses;
- C. The proposed use will not be affected adversely by existing uses, and will be placed on a lot of sufficient size to satisfy the space requirements of said use;
- D. The proposed use will not constitute a nuisance or hazard because of the number of persons who will use such a facility, the vehicular movement or the noise or fume generation; and
- E. The proposed use shall be subject to the minimum dimensional requirements of the district in which it is to be located, and shall conform to the off-street parking and loading regulations.

Additional Restrictions.

- A. The Board of Adjustment may issue a special use permit if its findings are favorable. As an additional safeguard, the board may impose or require as conditions such additional restrictions and standards as may be necessary to protect the health and safety of the community, and to protect the value and use of property in the general neighborhood.

Recommendation: The Wayne County Board of Adjustment should consider a Public Hearing to receive comments on the proposed Special Use Permit Request and then consider taking action on the Special Use request.

Supporting documents attached as evidence:

- Area Map
- Special Use Permit Application
- Mobile Home Park Plan

Wayne County, North Carolina

Petition for Special Use Permit

Date 5-22-2023

Applicant Name: BIGDROUND LLC/CURTIS VENABLE Telephone Number 919-273-1748

Address: 537 STEVENS CHURCH ROAD, GOLDSBORO, NORTH CAROLINA 27530-0689

Property Owner Name: BIGDROUND LLC/CURTIS VENABLE Telephone Number 919-273-1748

Address: 537 STEVENS CHURCH ROAD, GOLDSBORO, NORTH CAROLINA 27530-0689

1. Property address or location: PAUL HARE ROAD/NC SECONDARY ROAD NO. 1208 PIN NUMBER 2546734961

2. Zoning Classification: RA-20

3. Requested Special Use Permit: MOBILE HOME PARK

4. Property Legal Description(metes and bounds, or if subdivided, lot, block, subdivision plat book and page number):

DESCRIPTION PREPARED FOR BIGDROUND, LLC MOBILE HOME PARK
GRANTHAM TOWNSHIP, WAYNE COUNTY, NC
REFERENCE: PART OF DEED BOOK 3203, PAGE 660

BEGINNING at a point in the centerline of N. C. Secondary Road No. 1208 (Paul Hare Road), said beginning point being located N. 18° 40'04"W. 316.12 feet, N. 18° 36'55"W. 26.71 feet from a point at the centerline intersection of N. C. Secondary Road No. 1208 (Paul Hare Road) and U. S. Highway No. 13 South; thence from the beginning, with the centerline of N. C. Secondary Road No. 1208 (Paul Hare Road), N. 18° 36'55"W. 123.29 feet to a PK nail in said road center; thence with said road center, N. 18° 33'28"W. 112.21 feet to a PK nail in said road center, the most Southwestern corner at said road center of the property of Mason Marriner as shown by deed recorded in Deed Book 3787, Page 209 in the Wayne County Registry; thence leaving said road center, N. 71° 22'02"E. 30.00 feet to an iron stake on the Eastern right of way of N. C. Secondary Road No. 1208 (Paul Hare Road); thence leaving said road right of way, with the line of the property of Mason Marriner, N. 71° 22'02"E. 370.68 feet to an iron stake; thence with the line of the property of Mason Marriner, N. 18° 37'58"W. 125.00 feet to an iron stake, Mason Marriner's most Northeastern property corner; thence with the line of the property of James Earl Mooring, Jr., N. 71° 22'02"E. 64.92 feet to a point in an existing pond, James Earl Mooring, Jr.'s most Southeastern property corner as shown by deed recorded in Deed Book 3600, Page 27 in the Wayne County Registry; thence N. 18° 37'58"W. 18.81 feet to an iron stake; thence continuing and with the line of the property of James Earl Mooring, Jr., N. 18° 37'58"W. 131.19 feet to an iron stake, James Earl Mooring, Jr.'s most Northeastern property corner; thence with the line of the property of Charles Joseph Ross, N. 71° 22'02"E. 599.34 feet to an iron stake, Charles Joseph Ross's most Southeastern property corner as shown by deed recorded in Deed Book 3419, Page 827 (Tract 2) in the Wayne County Registry; thence with the line of the property of Jeffrey R. Sanford, S. 75° 30'37"E. 100.70 feet to an iron stake, H. Brian Hood's most Northwestern property corner; thence leaving the line of the property of Jeffrey R. Sanford, with the line of the property of H. Brian Hood, S. 18° 53'57"E. 515.19 feet to an iron stake; thence S. 71° 06'03"W. 449.77 feet to a point; thence N. 03° 15'55"E. 68.73 feet to a point; thence S. 71° 12'43"W. 697.72 feet to a point on the Eastern right of way of N. C. Secondary Road No. 1208 (Paul Hare Road); thence continuing S. 71° 12'43"W. 30.00 feet to a point in the centerline of N. C. Secondary Road No. 1208 (Paul Hare Road), the point of beginning containing 11.267 Acres more or less including the right of way of N. C. Secondary Road No. 1208 (Paul Hare Road) or 11.105 Acres more or less excluding the right of way of N. C. Secondary Road No. 1208 (Paul Hare Road).

5. Owner's intended use of the property in question If is reclassified:

6. Explain in detail why you think this petition should be approved: THE INITIAL USE IS RESIDENTIAL AND THE PROPOSED USE IS RESIDENTIAL MOBILE HOME PARK WITH ONE DWELLING PER LOT.

7. Names and addresses of owners whose property abuts the property in question:

MASON MARRINER 118 SLEEPY CREEK ROAD., DUDLEY, NC 28333-6472 (146 PAUL HARE ROAD)

JAMES EARL MOORING, JR. 156 PAUL HARE ROAD, GOLDSBORO, NC 27530-9758

CHARLES JOSEPH ROSS 114 CROWS FOOT ROAD, MOUNT OLIVE, NC 28365-7335

JEFFERY R. SANFORD 6 TOMAHAWK ROAD, HAMPTON, VIRGINIA 23669-2920

H. BRIAN HOOD 3456 US HIGHWAY 13 SOUTH, GOLDSBORO, N.C. 27530-1025

BIGDROUND LLC 537 STEVENS CHURCH ROAD, GOLDSBORO, NC 27530-0689 (3484 US HIGHWAY 13 SOUTH)

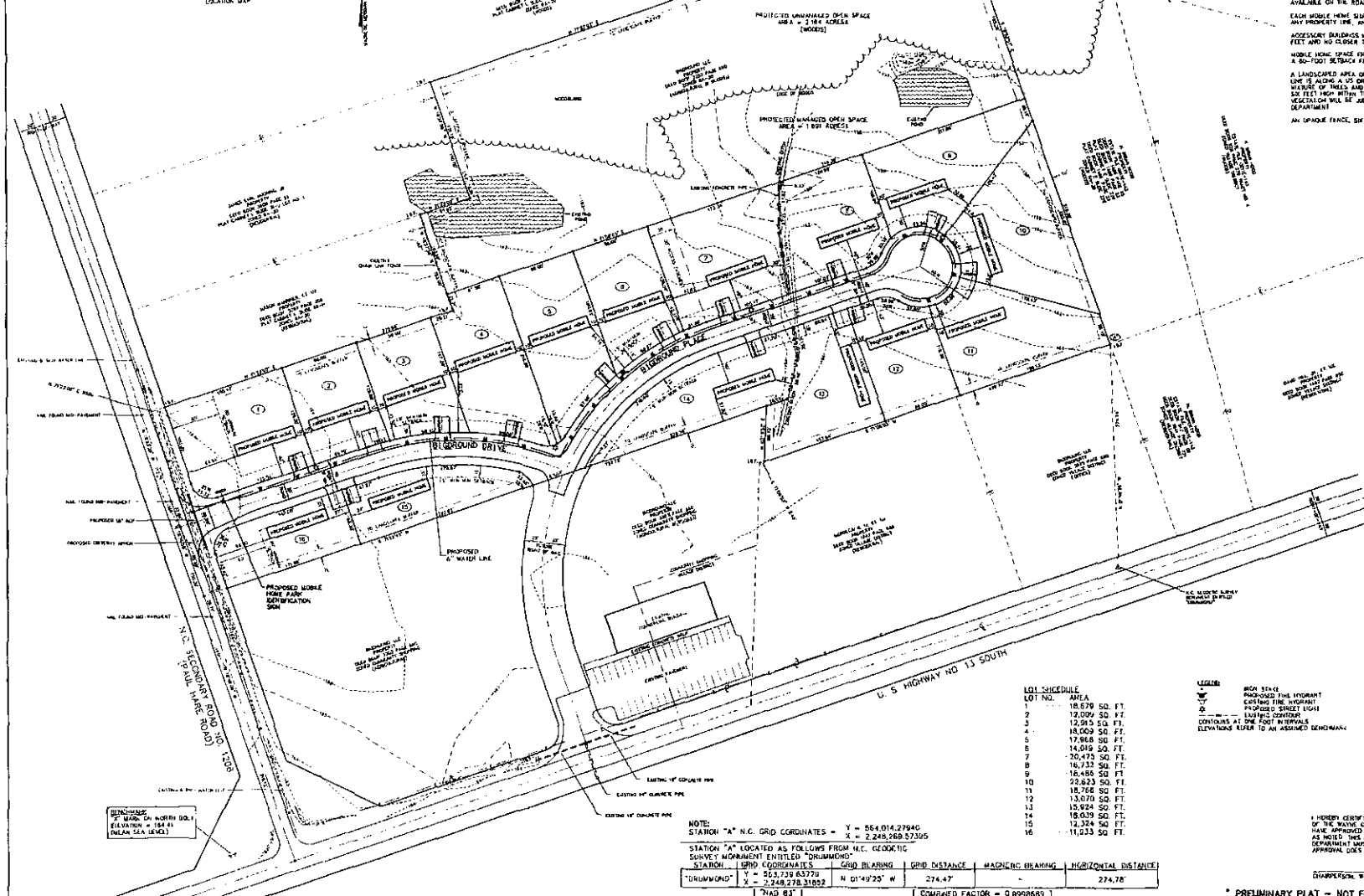
MORDECAI R. BENNETT, IV 3502 US HIGHWAY 13 SOUTH, GOLDSBORO, NC 27530-1026

I certify that I, the applicant, have the consent the owner and act on his behalf in applying for a special use permit.

Date 5-22-2023

Signature: 

APPLICANT/PROPERTY OWNER

[illegible]

NET PERMEABLE CALCULATIONS
INCREASED IMPERVIOUS AREA = $\frac{1.17 \text{ ACRES}}{11.07 \text{ ACRES}} \times 100\% = 10.12\% < 10\%$

LOT SCHEDULE		
LOT NO.	AREA	
1	18,679	SQ. FT.
2	13,009	SQ. FT.
3	12,915	SQ. FT.
4	18,009	SQ. FT.
5	17,968	SQ. FT.
6	14,019	SQ. FT.
7	20,475	SQ. FT.
8	16,732	SQ. FT.
9	16,486	SQ. FT.
10	22,623	SQ. FT.
11	18,766	SQ. FT.
12	13,070	SQ. FT.
13	15,924	SQ. FT.
14	16,039	SQ. FT.
15	12,324	SQ. FT.
16	11,033	SQ. FT.

LEGEND:
 HIGH SPACE
 PACKAGED FIRE HYDRANT
 CASTING FIRE HYDRANT
 PROPOSED STREET LIGHT
 EXISTING CONTOUR
 CONTOURS AT ONE FOOT INTERVALS
 ELEVATIONS REFER TO AN ASSUMED BENCHMARK

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED WITHIN THE JURISDICTION OF HAWAII COUNTY, AND I HEREBY ACCEPT THIS MOBILE HOME PARK PLAN WITH MY CONSENT AND ESTABLISH MY INTENT AND OBLIGATION TO INSTALL AND CONSTRUCT ALL IMPROVEMENTS IN THIS MOBILE HOME PARK AS TO THE COUNTY'S MINIMUM DESIGN REQUIREMENTS, OR TO A HIGHER STANDARD AS NOTED.

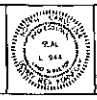
I HEREBY CERTIFY THAT THE MOBILE HOME PARK PLAT SHOWN HERE, APPEARS TO COMPLY WITH THE REQUIREMENTS OF THE WAYNE COUNTY MOBILE HOME PARK ORDINANCE, AND THAT THE WAYNE COUNTY BOARD OF COMMISSIONERS HAVE APPROVED THIS MOBILE HOME PARK AND AUTHORIZES THE CONSTRUCTION OF THE REQUIRED IMPROVEMENTS. AS NOTED THIS APPROVAL DOES NOT MINIMIZE THE OCCUPANCY OF 10% OF THE WAYNE COUNTY HEALTH DEPARTMENT SANITATION OPERATIONS PERMIT FOR THE SEWAGE DISPOSAL SYSTEM PRIOR TO OCCUPANCY. APPROVAL DOES NOT IMPLICATE THAT THE LOTS WILL BE APPROVED BY THE HEALTH DEPARTMENT.

CHAPPERSON, WAYNE COUNTY BOARD OF COMMISSIONERS

* PRELIMINARY PLAT - NOT FOR RECORDATION CONVEYANCES OR SALES *

N.O.	REVISION	DATE

 **B. R. KORNEGAY, INC.**
LAND SURVEYING • ENGINEERING • PLANNING
License Number: F-1054
300 East Myrtle Street
Caldwell, N.C. 27030
www.brkorp.com (919) 735-5096 fax (919) 980-1053



BIGROUND LLC MOBILE HOME PARK
GRANTHAM TOWNSHIP
WAYNE COUNTY, N.C.

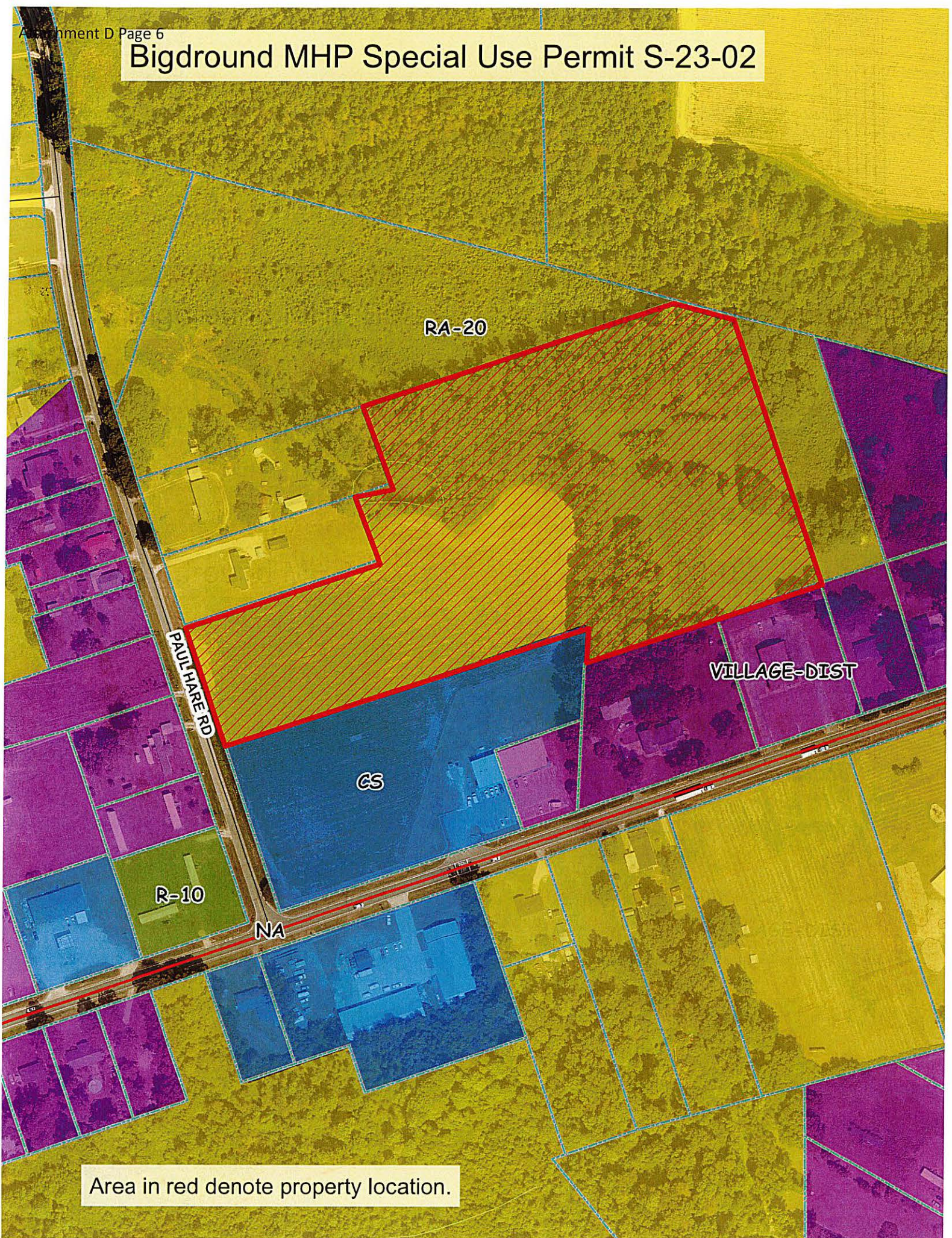
GRANTHAM TOWNSHIP
WAYNE COUNTY, N.C.

DRAWN BY:	YSB
DESIGNED BY:	BPM
DATE:	5-18-20
SCALE:	

PROPERTY OF
SIGDROUND LLC
537 STEVENS CHURCH ROAD, GOLDSBORO, NORTH CAROLINA 27530-068
CONTACT: CURTIS VENABLE 919-273-1748 cvenable@condconat.com

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Bigdround MHP Special Use Permit S-23-02



Area in red denote property location.

NC STATE

EXTENSION

Memorandum of Agreement

Between

The Board of County Commissioners

Wayne County

And

North Carolina State University

Preamble

North Carolina State Extension (NC State Extension) was established as a part of the College of Agriculture and Life Sciences of North Carolina State University (NCSU) by federal and state legislation for the specific purpose of “extending” the educational services of the University to the people of the state, on subjects related to agriculture and natural resources, family and consumer sciences, 4-H youth development, and community and rural development. The laws creating the Cooperative Extension Service were specifically designed to assure that the findings of research in these areas are communicated to the people of the State.

Under the Federal Appropriations Act of 1972, funds were provided to the 1862 land-grant universities (including NCSU) to enhance the extension outreach of the 1890 universities, which included North Carolina A & T State University (NCA&T). The Food and Agriculture Act of 1977 further stipulated that these funds be appropriated directly to the 1890 institutions, and formalized the North Carolina Cooperative Extension Program as an official part of the School of Agriculture and Environmental Sciences at NCA&T.

North Carolina Cooperative Extension (Cooperative Extension) provides the opportunity for North Carolina State Extension and North Carolina A & T Extension to work together to better serve the people of the State through the delivery of locally relevant programs, education and expertise.

The legislation further provided for a cooperative relationship among three levels of government – federal, state, and county – to ensure that the needs of all three levels are addressed. The primary purpose of Cooperative Extension is to provide the people of North Carolina with the most current and relevant unbiased research-based information – particularly that which is related to strengthening the economy through profitable, sustainable and safe food, forest and green industry systems; protecting the environment and natural resources; and empowering youth and families to lead healthier lives and become community leaders. These purposes are furthered by Cooperative Extension employees who are charged with carrying out the extension education programs of the universities and the U.S. Department of Agriculture.

Cooperative Extension has sufficient flexibility to permit attention to the special problems, needs, and interests of the citizens and leadership in each county. Therefore, the programmatic, personnel, and funding complement reflects the unique needs of each county. County Advisory Councils are consulted on a regular basis to assist in prioritizing the county educational program content. Program clientele or recipients of services include individuals, families, communities, municipalities, agricultural and seafood processing and marketing firms, other businesses and certain organizations. These services are delivered to adults and youth in both urban and rural settings.

To assure that educational programs offered by Cooperative Extension meet the needs of the local clientele, it is important that both elected and appointed decision makers at each level of government understand their respective responsibilities and relationships in conducting and funding this work. To this end, this Memorandum of Agreement will detail the individual relationships and mutually agreed-upon responsibilities of NCSU and each county or tribal community that signs this Memorandum of Agreement.

Part I.
NC State Extension will:

1. Establish minimum requirements and qualifications for employment in Cooperative Extension work.
2. Receive and examine applications for employment.
3. Interview and screen applicants to determine their qualifications and availability.
4. Consult with the Board of County Commissioners, or the County Manager as designee, regarding qualified applicants for appointment to vacant or new Cooperative Extension positions.
5. Consult with the Board of County Commissioners, or the County Manager as designee, regarding the salaries and salary splits of all Cooperative Extension employees, including but not limited to County Extension Directors, Extension Agents, and County Operations Support Staff (COSS).
6. Prepare and submit an annual budget to the Board of County Commissioners, or the County Manager as designee, for securing the county's share of funds for salaries and operating expenses each based on the state fiscal year.
7. Provide funds for official travel necessary to conduct Cooperative Extension work and postage funds, to the extent that funds are available, and for purposes authorized by state and federal policies.
8. Accept responsibility and provide the leadership for administration and supervision of Cooperative Extension programs and personnel, including compliance with affirmative action and equal employment opportunity requirements. NC State will investigate all cases of discrimination, harassment, or retaliation following applicable NC State policies.
9. Investigate and manage all employee relations issues related to NC State employees housed in local offices. We will work collaboratively with local county government and NC A&T University when an issue impacts their employees.
10. Develop and administer a personnel management plan that will provide the annual review of each employee's performance, counseling for job improvement where needed, and periodic county program reviews.
11. Provide a staff of specialists to train agents in current technology and other changes affecting agriculture and natural resources, family and consumer sciences, 4-H and youth, and community and rural development, and to otherwise assist them in conducting work in these areas.

12. Provide Cooperative Extension professionals with training programs as needed to maintain effective program delivery.
13. Seek regular input from the County and maintain a County Advisory Leadership System to ensure that county Cooperative Extension programs are based on the particular needs of people in their respective county.
14. Prepare and submit a "Report to the People" to the Board of Commissioners, or the County Manager as designee, at least annually, informing the Board or Manager of Cooperative Extension programs and work accomplished.

Part II.

The Board of County Commissioners will:

1. Provide the County's share of salaries and benefits for Cooperative Extension personnel.
2. Comply with North Carolina's Workers Compensation Act, N.C. General Statute § 97-2(2).
3. Provide offices, equipment, utilities, telephones, office supplies, instructional materials and other items needed for efficient operation of the County Extension Center and its programs; and comply with the accessibility provisions of the Americans with Disabilities Act.
4. Review and consider the annual budget request from NCSU, and take appropriate action by July 1 of each fiscal year.
5. Provide regular input to the District and County Extension Directors on the particular needs of people in their respective county to help ensure that county Cooperative Extension programs are based on specific needs and meet county programming plans.

Part III.

NC State Extension and the Board of County Commissioners mutually agree:

1. That all county Cooperative Extension employment appointments and separations will be made in consultation between NCSU and the Board of County Commissioners, or the County Manager as designee, and that no official action related to such appointments or separations will be taken by either party regarding appointment or separation prior to discussion of the matter with the other party.
2. That the Board of County Commissioners and NCSU shall each be responsible for compliance with applicable laws and regulations relating to their respective operations.
3. To cooperate in implementing affirmative action and equal employment opportunity plans of NCSU.

4. The parties will work together to maintain an environment of high-quality cooperation and services. At the request of any party, a meeting or conference will promptly be held between the Parties' representatives to resolve any problems or develop any improvements.
5. That the policies established by the State of North Carolina under N.C. General Statute §126 and followed by the UNC System for SHRA employees be used in the granting and administration of leave related to the earning rates, transfer policies, payout computation and timing, and administration of vacation, sick, civil, community involvement, military, Family and Medical Leave, Family Illness Leave, leaves of absence, and other approved leave programs for Cooperative Extension personnel.
6. That Cooperative Extension employees will follow county policies relative to office hours, office closings for inclement weather, and holidays, and for the management and use of county property.
7. That personnel procedures are as follows:

(a) Establishing Accounts to Operationalize the Payroll Process.

- i. To operationalize the payroll arrangement, NCSU will establish a Trust Fund Account for the County at NCSU that will serve as the vehicle for the transfer of funds from the County to NCSU for use in paying the county's agreed-upon share of salary and benefits for Cooperative Extension personnel.
- ii. Procedure for Providing Funds to the Account. A State Treasurer's Electronic Payment System (STEPS) form will be completed and the original submitted to the Assistant Extension Director of HR and Operational Strategy via the appropriate District Extension Director. The County Finance Officer, or the designated County representative, will receive notification from the NCSU College of Agriculture and Life Sciences HR Office prior to the University's payroll date, generally the last working day of each month, advising the amount due for the current payroll. Within 5 business days following the payday, the respective University will draft against the County's established trust account in the amount communicated.
- iii. Administration of the Account. The trust account will be maintained in accordance with the respective NCSU accounting policies and procedures. The trust account will be audited and reconciled by the NCSU College of Agriculture and Life Sciences Business Office to ensure the month-end account balance remains zero.

(b) Employee Benefits.

- i. Retirement Benefits. All Extension Personnel will participate solely in either the North Carolina Teachers and State Employees Retirement System (TSERS) and accompanying North Carolina Disability Income Plan, or the Optional Retirement Plan, based on eligibility criteria established by the State. They will be eligible solely for respective NCSU employee benefits for which they qualify based on their appointment and FTE, and former federal appointees will maintain federal benefits, the employer-paid parts of which will be paid for solely by NCSU.

(c) Taxes and Fringe Benefits.

- i. The County will be responsible for providing their proportional share of fringe benefits for all Cooperative Extension personnel, including but not limited to the following:
 1. Employer contributions to all applicable Federal and State taxes.
 2. Employer contribution to TSERs per N.C. General Statute §135, or to ORP per N.C. General Statute §135-5.1.
 3. Employer contribution to the Health Insurance matching charges per N.C. General Statute §135.

(d) Workers' Compensation will be administered pursuant to N.C. General Statute §97-2(2). The County will provide full and direct coverage for those employees subject to the County workers' compensation insurance within the county insurance program. Employees for whom the County will maintain workers' compensation coverage are the following:

1. All administrative and any other positions designated as County Operations Support Staff (COSS); and
 - a. All Program Assistants/Associates who are not funded by directly allocated federal funds such as EFNEP, or Program Assistants/Associates who are paid in part by EFNEP funds but which account for less than 50% funding.
 - b. NCSU will provide full and direct coverage for their respective Cooperative Extension employees subject to NCSU's workers' compensation insurance. Cooperative Extension employees for whom NCSU will maintain workers' compensation coverage are the following:
 - i. All County Extension Directors and Extension Agents; and
 - ii. All Program Assistants or Associates who are funded by directly allocated federal funds such as EFNEP, or Programs Assistants or Associates who are paid in part by EFNEP funds at equal to or more than 50% funding.

(e) Employee Separation

1. NCSU will process severance pay for reductions-in-force (RIFs) as delineated in the COSS Employee Handbook for County Operations Support Staff (COSS).
2. Upon an employee's separation, the County will pay out its proportional share of annual/vacation leave, up to a maximum of 240 hours per the OSHR and/or UNC System guidelines, and any applicable bonus leave balance.

3. The County will pay its proportional share of state longevity for COSS employees upon an employee's service anniversary date.
4. The County will pay out its proportional share of any accrued "extra" time (hour-for-hour) or overtime (1.5 hour-for-hour) to Cooperative Extension employees that are subject to Fair Labor Standards Act or the North Carolina Wage and Hour Act upon an employee's earning anniversary date or as due to the employee at the time of separation.

(f) Optional County-paid Salary Increases or Bonuses to Cooperative Extension Personnel.

At their discretion, Counties may award additional permanent salary increases or one-time pay awards ("bonuses") to Cooperative Extension personnel. If such salary increases or bonuses are proposed by the County under the "non-lock-in" payroll arrangement, they must be communicated to the appropriate District Extension Director's office no later than the first day of any month in which the proposed increase or bonus is to be applied. Increases must be entered in the current fiscal year.

(g) Lock-In Provision

This section describes the preferred arrangement to support the salary agreement between the County and NCSU for Extension personnel. All counties will participate in the Lock-In provision unless designated on an Opt-Out Addendum the arrangement as Non Lock-In.

1. Salary Adjustments for Extension Employees under the Lock-In Provision. The full compensation plan for university employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments and both the County and NCSU will adhere to the plan's effective dates and implementation instructions. Cooperative Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU personnel policies governing grants. These compensation components include, but are not limited to:

Across-the-board adjustments,
Cost-of-living adjustments (COLA),
Merit adjustments,
Bonuses (in any form conveyed), and
Promotion, classification, market, or equity adjustments.

Salary and Benefits. Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

2. County Increases in the Lock-In Provision

The County may elect to include NCSU employees in County increases, bonuses, etc. at any time. See 7(f) for more information on submitting county increases. Lock-In Provision indicates that all State adjustments will be honored and

automatically drafted, but the County is not limited to just the State increases in this agreement.

Part IV.

DURATION, AMENDMENT TERMINATION, GOVERNING LAW, AND NOTICE

The parties will conduct a periodic review of this collaboration and responsibilities to determine and evaluate whether the parties are achieving the goals and accomplishing the responsibilities activities herein. No amendment of the terms of this Agreement will be effective unless made in writing and signed by each Party's authorized signatory.

Signatures of the persons below authorize execution of this document, effective as of July 1, 2023, and continuing year-to-year, unless otherwise terminated in writing by either party under written notification to the other party no less than one-hundred twenty (120) days prior to the proposed termination date. Termination of this Memorandum of Agreement shall have the effect of terminating the Cooperative Extension activities and programs in the County.

This Memorandum of Agreement shall be governed and will be construed in accordance with the laws of the State of North Carolina. Any notice of demand which any provision in this Memorandum of Agreement 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:

NC STATE UNIVERSITY:
NC State University
Attn: Director, Cooperative Extension
Campus Box 7602
Raleigh, NC 27695-7602

WAYNE COUNTY:
County of Wayne
Attn: County Manager
PO Box 227
Goldsboro, NC 27533-0227

with copy to:
County of Wayne
Attn: Finance Director
PO Box 227
Goldsboro, NC 27533-0227

Signature: _____
Chairperson or Designee Board of County Commissioners
Wayne County

Date: _____

Signature: _____
Director
North Carolina Cooperative Extension
North Carolina State University

Date: _____

Signature: _____ Date: _____
Dean
College of Agriculture and Life Sciences
North Carolina State University

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

Finance Director

Addendum Attached Executed _____

EXTENSION

**Addendum to Memorandum of Agreement
Wayne County**

This addendum documents the current salary percentages provided by the County and by NCSU. Salary Percentages for Wayne County as of July 24, 2023.

Position Title	Salary Percentage County	Salary Percentage NCSU
County Extension Director/Agriculture	61.5	38.5
Agent – 4-H Youth Development	52.5	47.5
Program Assistant – 4-H Youth Development (Tilghman)	75	25
4-H Assistant (Young)	100	0
Agent - Agriculture	76	24
Agent – Agriculture/Horticulture	48.5	51.5
Agent - Livestock	72.5	27.5
Agent – Family and Consumer Sciences	68.3	31.7
Program Assistant - EFNEP	47	53
Administrative Assistant	79.8	20.2
Support Specialist (George)	100	0
Support Specialist and Social Media (Reese)	100	0
Support Specialist (Sutton)	72.3	27.7
Farmers Market Manager	100	0

County Ag Add-On = 1.0

Any position added to this county's staff of Extension Personnel through mutual agreement between the County and NCSU subsequent to the effective date of this modification will have its funding splits documented in correspondence between this County and NCSU and will become part of this Agreement.

**Addendum to the Memorandum of Agreement
Change to Payroll Arrangement for Wayne County**

Under a Lock-in agreement with NC Cooperative Extension, counties agree to fund salary adjustments, increases and bonuses and promotions earned according to the current percentage of employee salaries. Counties that are not lock-in are encouraged to fund state increases, bonus and promotions earned. In both scenarios, counties may include Extension employees in any county increases, longevity or raises at any time.

Non Lock-In Provisions of the Cooperative Arrangement

Enacting the Non Lock-in Provision. By signing this addendum, the County and NCSU shall adhere to the following provisions, guidelines, and procedures.

1. The county agrees to all provisions, guidelines, and procedures of the existing MOA with the exception of item 7(g) the Lock-in Provision.
2. Salary Adjustments for Extension Employees under the Non Lock-In Provision. The full compensation plan for university employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments for NCSU. The County may match the salary adjustments on their percentage of the employee salary. Cooperative Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU personnel policies governing grants. These compensation components include, but are not limited to:

Across-the-board adjustments,
Cost-of-living adjustments (COLA),
Merit adjustments,
Bonuses (in any form conveyed), and
Promotion, classification, market, or equity adjustments.

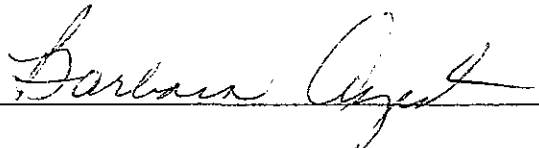
Salary and Benefits. Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

Change from Lock-In Provision to Non Lock-in (formerly known as Send In)

The above named county wishes to change its payroll agreement with North Carolina Cooperative Extension, as initially approved on _____, to non Lock-in.

Signatures of the persons below authorize execution of this document, effective _____ (date), and continuing year-to-year, unless otherwise terminated in writing by either party under notification to the other party no less than one-hundred twenty (120) days prior to the desired termination date.

Chairperson or Designee – Board of County Commissioners

Signature: 

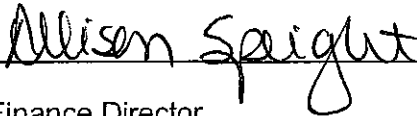
Date: 8/15/23

Director, North Carolina Cooperative Extension Service, NC State University or Designee

Signature: _____

Date: _____

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

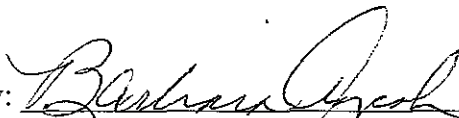
_____

Finance Director

EXHIBIT J
GREAT GRANT COUNTY MATCH FUNDS FOR NORTH STATE COMMUNICATIONS
ADVANCED SERVICES, LLC D/B/A LUMOS

1. County shall contribute a total of \$25,000.00 in matching funds to Grantee as part of the Project. County will use American Rescue Plan Act ("ARPA") Infrastructure funds for this match.
2. Grantee will submit requests for reimbursement to the NC Department of Information Technology ("NCDIT") pursuant to the process set forth in the three-party GREAT Grant Agreement between NCDIT, County, and Grantee. NCDIT will send a copy of each approved payment request by Grantee to the County. County will pay \$25,000.00 of the amount approved by NCDIT to Grantee within thirty days of receipt of the payment request. Payment shall be made by wire or check as directed by Grantee.
3. This Exhibit may be amended only by written amendment duly executed by both County and Grantee. The parties will provide notification to NCDIT of any changes to this Exhibit within 30 days of the signed changes.
4. The terms of this Exhibit were approved by the Wayne County Board of Commissioners during its August 15, 2023 regular meeting.

WAYNE COUNTY

By: 
Barbara Aycock, Chairwoman
Wayne County Board of Commissioners

NORTH STATE COMMUNICATIONS
ADVANCED SERVICES, LLC D/B/A
LUMOS

By: _____
David Smith, Chief Network Officer

This instrument has been preaudited as required
by the Local Government Budget and Fiscal
Control Act.

 8-15-23
County Finance Officer Date

**NORTH CAROLINA
WAYNE COUNTY**

RESOLUTION #2023-20: A RESOLUTION AUTHORIZING WAYNE COUNTY TO FILE A FORMAL APPLICATION FOR A GOLDEN LEAF FOUNDATION SITE PROGRAM GRANT

WHEREAS, the Golden LEAF Foundation is a nonprofit corporation whose mission is to advance the economic well-being of North Carolinians and to transform the North Carolina economy; and

WHEREAS, Golden LEAF has developed the SITE Program grant program for the purposes of supporting economic investment and job creation, investing in workforce preparedness and education, and promoting agriculture as a means of promoting economic development; and

WHEREAS, SITE Program funds may be used to design, engineer, and construct public utilities for industrial sites; and

WHEREAS, Wayne County is currently developing the Goldsboro Business Campus consisting of two phases which will create jobs for citizens of Wayne County and Eastern North Carolina; and

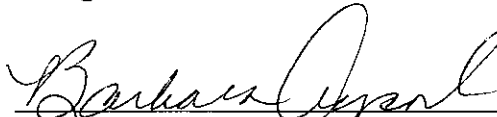
WHEREAS, Phase One of the Goldsboro Business Campus consists of seven lots and is anticipated to be completed in the fall of 2023; and

WHEREAS, the County wishes to proceed with the design and construction of Goldsboro Business Campus Phase Two with Golden LEAF SITE Program funding.

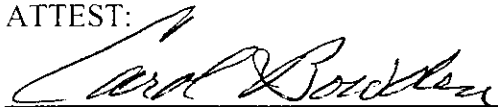
NOW, THEREFORE BE IT RESOLVED by the Wayne County Board of Commissioners that:

1. Wayne County is authorized to file a formal application for the Golden LEAF SITE Program for up to \$1,500,000 for construction of Goldsboro Business Campus Phase Two.
2. The County Manager and his designee, NCGTPEDR Director of Business and Project Management Craig Foucht, are authorized to execute daily grant documentation which includes the grant agreement, grant reporting documents, and general correspondence between Wayne County and NC Golden LEAF.

Passed and adopted this the 15th day of August, 2023.


Barbara Aycock, Chairwoman
Wayne County Board of Commissioners

ATTEST:


Carol Bowden, Clerk to the Board





**RESOLUTION #2023-19: A RESOLUTION ACCEPTING THE TAX
SETTLEMENT WITH THE WAYNE COUNTY TAX ADMINISTRATOR
FROM JULY 1, 2022 – JUNE 30, 2023**

WHEREAS, the Wayne County Tax Administrator is charged with the collection of all real and personal property taxes for Wayne County, the Fire Districts, Town of Eureka, Town of Fremont, City of Goldsboro, Town of Mount Olive, Town of Pikeville, Town of Seven Springs and Village of Walnut Creek; and

WHEREAS, North Carolina General Statute 105-373 sets out a process whereby the Tax Administrator is to settle with the Board of Commissioners on an annual basis for all taxes charged for collection and those collected and remaining uncollected at year-end; and

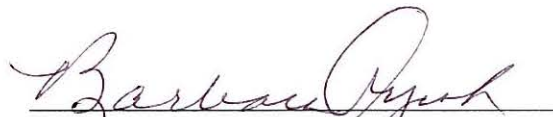
WHEREAS, such settlement is to take place before the Tax Administrator can be charged with the collection of the remainder of this year's tax collections; and

WHEREAS, the Tax Administrator has prepared the required Settlement and submitted it to the Finance Office for Review; and

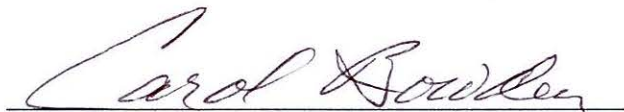
WHEREAS, the Tax Administrator has forwarded the required Settlement for approval by the Board of Commissioners.

NOW THEREFORE BE IT RESOLVED that the Wayne County Board of Commissioners hereby accepts and approves the Settlement of Taxes prepared by the Tax Administrator's Office for July 1, 2022 – June 30, 2023, which is attached hereto and incorporated by reference into this Resolution.

Adopted this 15th day of August, 2023.


Barbara Aycock, Chairwoman
Wayne County Board of Commissioners

Attest:


Carol Bowden
Clerk to the Board



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WAYNECOUNTY

THE GOOD LIFE. GROWN HERE.

Tax Collector's Settlement 2022-2023

Alan Lumpkin
Tax Administrator

Shanika Hall
Collection Division Manager

- As required by North Carolina General Statute 105-373, the Tax Collector must make a report of settlement for the fiscal year 2022-2023 and prior years.
- The settlement must be accepted before the Tax Collector may be charged with the next tax levy.
- The settlement must provide a report of diligent efforts to collect unpaid taxes.

Wayne County Current Year - 2022

Current Year 2022				
	<u>Real Estate</u>		<u>Motor Vehicles</u>	<u>Combined</u>
New Levy Billed	\$ 61,595,512.72		\$ 0	\$ 61,595,512.72
Rebates	\$ (196,203.89)		\$ (0)	\$ (196,203.89)
Releases	\$ (79,886.17)		\$ (0)	\$ (79,886.17)
Total Levy	\$ 61,319,422.66		\$ 0	\$ 61,319,422.66
Collections to Date	\$ 60,390,300.00		\$ 0	\$ 60,390,300.00
Outstanding Balance	\$ 929,122.66		\$ 0	\$ 929,122.66
Collection Percentage	98.48%		0	98.48%

YTD Interest Collected	\$ 144,489.62	\$ 0	\$ 144,489.62
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Data Source: Unaudited data compiled from NCPTS Version 4 Tax Billing & Collection software. A final collections audit will be conducted by an outside auditing firm and included in the county-wide audit for 2022-2023.

Wayne County Prior Years – 2006-2021

Prior years 2006-2021				
	<u>Real Estate</u>		<u>Motor Vehicles</u>	<u>Combined</u>
Beginning Levy	\$ 2,366,808.26		\$ 217,582.67	\$ 2,584,390.93
New Levy Billed	\$ -----		\$ ----	\$ ----
Rebates	\$ (11,801.08)		\$ ----	\$ (11,801.08)
Releases	\$ (26,468.63)		\$ (0.88)	\$ (26,469.51)
Total Levy	\$ 2,328,538.55		\$ 217,581.79	\$ 2,546,120.34
Collections to Date	\$ 819,420.70		\$ 556.92	\$ 819,977.62
Outstanding Balance	\$ 1,509,117.85		\$ 217,024.87	\$ 1,726,142.72

YTD Interest Collected	\$ 155,693.00	\$ 490.09	\$ 156,183.09
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Data Source: Unaudited data compiled from NCPTS Version 4 Tax Billing & Collection software. A final collections audit will be conducted by an outside auditing firm and included in the county-wide audit for 2022-2023.

North Carolina Vehicle Tax System

Wayne County Registered Motor Vehicles NCVTS Levy and Collections For Fiscal Year 2022-2023

Gross Levy:	\$9,290,515.27
Net Levy Collected:	\$9,049,085.41
Percentage Collected:	97.40%
Interest Collected:	\$ 73,170.58
Total Net Levy & Interest Collected:	\$9,122,255.99
Total Number Vehicles Registered	115,210

Enforcement Measures

The following collection actions were initiated in pursuit of delinquent taxes:

	<u>2022-2023</u>	<u>2021-2022</u>
• Wage Garnishments	1,766	1,848
• Bank Account Levies	359	384
• Rent Attachments	1	0
• Foreclosures to Attorney	284	334



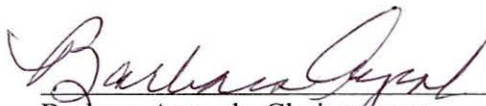
**ORDER DIRECTING THE TAX COLLECTOR
TO COLLECT THE TAXES CHARGED
IN THE TAX RECORDS AND RECEIPTS**

State of North Carolina
County of Wayne

To: The Tax Collector of the County of Wayne:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the Office of the Tax Administrator and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Wayne, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 15th day of August, 2023.


Barbara Aycock, Chairwoman
Wayne County Board of Commissioners

Attest:



Carol Bowden
Clerk to the Board



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Journal Proof Report



Journal Number: 72 Year: 2024 Period: 2 Description: IT Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104210-535200	Repairs & Maint-Equipment			\$17013.40	
BUA	1100000-399100	Fund Balance Appropriated				\$17013.40
			Journal 2024/2/72	Total	\$17013.40	\$17013.40

Journal Proof Report



Journal Number: 73 Year: 2024 Period: 2 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315192-523850	Lab Supplies			\$4900.00	
BUA	1315192-523900	Other Medical Supplies				\$4900.00
			Journal 2024/2/73	Total	\$4900.00	\$4900.00

Journal Proof Report



Journal Number: 74 Year: 2024 Period: 2 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104920-335000	Grant Revenues				\$262000.00
BUA	1100000-399100	Fund Balance Appropriated			\$262000.00	
			Journal 2024/2/74	Total	\$262000.00	\$262000.00

Journal Proof Report



Journal Number: 729 Year: 2024 Period: 1 Description: DSS Reference 1: 56 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1265308-549700	Direct Service Allocations			\$71971.91	
BUA	1265300-399100	Fund Balance Appropriated				\$71971.91
			Journal 2024/1/729	Total	\$71971.91	\$71971.91

Journal Proof Report



Journal Number: 76 Year: 2024 Period: 2 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315162-523800	Drugs & Related Supplies				\$500.00
BUA	1315162-523850	Lab Supplies			\$500.00	
			Journal 2024/2/76	Total	\$500.00	\$500.00

Journal Proof Report



Journal Number: 77 Year: 2024 Period: 2

Description: Facilities

Reference 1: 63

Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	4908100-599110	Contingency-Capital Outlay				\$26500.00
BUA	4908100-598000	Transfers to Other Funds			\$26500.00	
BUA	1104260-551000	Capital Outlay-Equipment			\$26500.00	
BUA	1104260-398400	Transfers from Other Funds-CPF				\$26500.00
			Journal 2024/2/77	Total	\$53000.00	\$53000.00

Journal Proof Report



Journal Number: 78 Year: 2024 Period: 2 Description: Finance Reference 1: 61 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	2154328-551000	Capital Outlay-Equipment			\$1109000.00	
BUA	2154328-335000	Grant Revenues				\$1109000.00
Journal 2024/2/78				Total	\$1109000.00	\$1109000.00

Journal Proof Report



Journal Number: 762 Year: 2024 Period: 1 Description: S&W Reference 1: 9 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104960-535200	Repairs & Maint-Equipment			\$17502.77	
BUA	1100000-399100	Fund Balance Appropriated				\$17502.77
			Journal 2024/1/762	Total	\$17502.77	\$17502.77

Journal Proof Report



Journal Number: 244 Year: 2024 Period: 2 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104260-535200	Repairs & Maint-Equipment				\$2200.00
BUA	1104260-557000	Capital Outlay-Land			\$2200.00	
			Journal 2024/2/244	Total	\$2200.00	\$2200.00

Journal Proof Report



Journal Number: 386 Year: 2024 Period: 2 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315112-522000	Food & Provisions			\$1000.00	
BUA	1315112-526200	Non-Capital Computer Equipment				\$600.00
BUA	1315112-531100	Travel-Meals & Lodging				\$1000.00
BUA	1315112-532900	Other Communications			\$600.00	
			Journal 2024/2/386	Total	\$1600.00	\$1600.00