The Wayne County Board of Commissioners met in regular session on Tuesday, December 3, 2019 at 8:30 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: A. Joe Gurley, III, Chairman; William H. Pate, Vice-Chairman; George Wayne Aycock, Jr.; John M. Bell; Edward E. Cromartie; Joe Daughtery; E. Ray Mayo.

Members absent:

Work Session

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

Formal Business Personal Property Tax Appeal by Ryan LLC for Harris Teeter & PetSmart

Tax Administrator Alan Lumpkin presented the formal business personal property tax appeal by Ryan LLC for Harris Teeter & PetSmart. No one appeared for these entities appealing their valuation.

Upon motion of Vice-Chairman William H. Pate the Board of Commissioners unanimously denied the appeal and upheld the current business personal property tax value.

Call to Order

Chairman A. Joe Gurley, III called the meeting of the Wayne County Board of Commissioners to order.

Invocation

Commissioner Edward E. Cromartie gave the invocation.

Pledge of Allegiance

Commissioner George Wayne Aycock, Jr. led the Board of Commissioners in the Pledge of Allegiance to the Flag of the United States of America.

Election of Chairman

Chairman A. Joe Gurley, III turned the meeting over to Wayne County Attorney E. B. Borden Parker for the purpose of electing a Chairman.

County Attorney E. B. Borden Parker opened the nominations for Chairman of the Wayne County Board of Commissioners.

Commissioner Joe Daughtery nominated Commissioner E. Ray Mayo for Chairman of the Wayne County Board of Commissioners.

There being no other nominations, Wayne County Attorney E. B. Borden Parker closed the nominations and Commissioner Joe Daughtery moved to elect E. Ray Mayo by acclamation which was adopted unanimously.
Election of Vice-Chairman

Chairman E. Ray Mayo opened the floor for nominations for Vice-Chairman of the Wayne County Board of Commissioners.

Commissioner William H. Pate nominated Commissioner Joe Daughtery as Vice-Chairman of the Wayne County Board of Commissioners.

There being no other nominations, Chairman E. Ray Mayo called for the “Aye” votes.

Commissioner Edward E. Cromartie made a motion to accept by acclamation.

Voting for Joe Daughtery: Commissioner A. Joe Gurley, III; Commissioner William H. Pate; Commissioner George Wayne Aycock, Jr.; Commissioner John M. Bell; Commissioner Edward E. Cromartie; Commissioner Joe Daughtery; and Chairman E. Ray Mayo.

Commissioner Joe Daughtery was elected Vice-Chairman of the Wayne County Board of Commissioners by a unanimous vote.

Recess

At 9:12 a.m., Chairman E. Ray Mayo recessed the meeting of the Board of Commissioners.

Reconvene

At 9:16 a.m., Chairman E. Ray Mayo reconvened the meeting of the Board of Commissioners.

Approval of Minutes

Upon motion of Commissioner George Wayne Aycock, Jr., the Board of Commissioners unanimously approved the minutes of the regularly scheduled meeting of the Board of Commissioners on November 19, 2019.

Discussion/Adjustment of Agenda

Upon motion of Commissioner Edward E. Cromartie, the Board of Commissioners unanimously approved and authorized the adjusted December 3, 2019 agenda. Added to the Agenda:

- Under Consent Agenda: Funding Agreement, subject to Counsel approval, with Arrington Volunteer Fire Department and the County of Wayne.
- Under New Business: Establish a Public Hearing on December 17, 2019 at 9:30 a.m. in the Commissioners Meeting Room to hear public comments regarding possible incentives for Project Nest.

Public Comments

At 9:19 a.m. with no one presenting themselves for comments, Public Comments were closed.

Motion to Appoint Hiawatha Jones to the Wayne County Public Library Board of Advisors

Upon motion of Commissioner George Wayne Aycock, Jr., the Board of Commissioners unanimously approved the appointment of Hiawatha Jones to the Wayne County Public Library Board of Advisors.
Motion to Reappoint Jonathan Holland to the Wayne County Fireman’s Association Relief Fund Committee

Upon motion of Commissioner George Wayne Aycock, Jr., the Board of Commissioners unanimously approved the reappointment of Jonathan Holland to the Wayne County Fireman’s Association Relief Fund Committee.

Consent Agenda

Upon motion of Commissioner William H. Pate, the Board of Commissioners unanimously approved and authorized the following items under the consent agenda:

1. Applications for Elderly or Disabled Exclusion
2. Applications for Disabled Veteran Exclusion
3. Budget Amendments
   a. Social Services - #203
   b. Social Services - #205
   c. Services on Aging - #206
   d. Jetport - #208
   e. Jetport - #209
   f. IT - #210
   g. Sheriff’s Office - #212
4. Motion to Approve the Final Subdivision Plat for Highland Park, as Recommended by the Wayne County Planning Board, attached hereto as Attachment A.
5. Motion to Approve a Memorandum of Understanding between Wayne County Firefighter’s Association and the County of Wayne, attached hereto as Attachment B.
6. Motion to Adopt Resolution #2019-35: A Resolution declaring surplus property at 225 Franklin Street, Mount Olive, North Carolina, real property and authorizing its sale, by upset bid, attached hereto as Attachment C.
7. Motion to Adopt Resolution #2019-38: A Resolution granting permission for a Fireworks Display at Mount Olive University, by Mount Olive Pickle Company, Mount Olive, North Carolina, on December 31, 2019, at 7:00 p.m. to Hale Artificier Fireworks, attached hereto as Attachment D.
8. Motion to Award Bid for RFB 2019 EMS Remount to Atlantic Emergency Solutions, attached hereto as Attachment E.
9. Motion to Award Bid for Engineering Services related to the Hazard Mitigation Grant Program (HMGP)/Community Development Block Grant – Disaster Recover (CDBG-DR), attached hereto as Attachment F.
10. Motion to approve Funding Agreement, subject to Counsel approval, between Arrington Volunteer Fire Department and the County of Wayne.

Motion to Adopt Resolution #2019-36: A Resolution requesting the addition of flood impacted properties to the HMGP 4285-057 Acquisition Project

Upon motion of Vice-Chairman Joe Daughtery, the Board of Commissioners unanimously approved to Adopt Resolution #2019-36: A Resolution requesting the addition of flood impacted properties to the HMGP 4285-0587 Acquisition Project, attached hereto as Attachment G.

Motion to Adopt Resolution #2019-37: A Resolution to place a one-quarter of one cent Local Options Sales Tax on the March 3, 2020 Primary in Wayne County, North Carolina

Upon motion of Vice-Chairman Joe Daughtery, the Board of Commissioners unanimously adopted Resolution #2019-37: A Resolution to place a one-quarter of one cent Local Options Sales Tax on the March 3, 2020 Primary in Wayne County, North Carolina, attached hereto as Attachment H.
Motion to Establish a Public Hearing on December 17, 2019, at 9:30 a.m., in the Commissioners Meeting Room on the 4th floor of the Courthouse to Hear Public Comments on Possible Economic Development Incentives for Project Nest

Upon motion of Vice-Chairman Joe Daughtery, the Board of Commissioners unanimously approved the motion to establish a Public Hearing on December 17, 2019, at 9:30 a.m. in the Commissioners Meeting Room on the 4th floor of the Courthouse to hear Public Comments on possible Economic Development Incentives for Project Nest.

County Manager’s Comments

County Manager Craig Honeycutt stated the Local Government Commission (LGC) had on their agenda to approve the 911 tower purchase in Eureka, North Carolina. He also said Emergency Management Coordinator Aaron Stryker would be activating the Emergency Operations Center (EOC) for a joint training exercise with Seymour Johnson Air Force Base and Cherry Hospital. Mr. Honeycutt reminded the Board of the December 12th Employee Christmas luncheon, the State of the Community Chamber Event, and the upcoming Christmas parades.

Board of Commissioners Committee Reports and Comments

Commissioner A. Joe Gurley, III spoke of the Seven Springs Christmas parade, and of the pride and spirit of the town’s residents to continue despite numerous natural disasters. He also congratulated Mr. Mayo on being elected Chairman.

Commissioner John M. Bell passed on commenting.

Commissioner George Wayne Aycock, Jr. hoped everyone had a good Thanksgiving and said he was looking forward to Christmas and planned to attend the Open House at The Maxwell Center on December 5, 2019 from 5 to 7 p.m.

Vice-Chairman Joe Daughtery thanked Wayne County Board of Education member Yen Faulk for his idea to revisit the ¼ of one cent local option sales tax. He also asked everyone to keep Mayor Chuck Allen in their prayers.

Commissioner William H. Pate wished the Mayor well and spoke of the brick campaign, asking community members to buy their brick. He said he would be swearing in new officers at the volunteer fire departments. Mr. Pate also congratulated Clerk to the Board Carol Bowden for her 3rd anniversary with the County.

Commissioner Edward E. Cromartie stated he attended the recent Department of Social Services meeting and expressed his appreciation for those who made the Southern Wayne Gym project happen. He stated his concerns for school needs and the need to move forward with the local option sales tax.

Chairman E. Ray Mayo spoke of this being a special time of year and living in the greatest country on earth. He spoke of the progress in the Department of Social Services (DSS) and that he attended the recent meeting of the DSS Board. He also attended the Seven Springs parade. Chairman Mayo said it was a privilege to be Chairman of the Board and spoke of his intentions to leave the Board in great shape.

Closed Session

At 8:35 a.m., upon motion of Commissioner William H. Pate, the Board of Commissioners unanimously declared itself in closed session to consult with attorneys employed or retained by the public body in order to preserve the attorney-client privilege between the attorneys and the public body, which privilege is hereby acknowledged.

At 9:02 a.m., upon motion of Commissioner John M. Bell, the Board of Commissioners unanimously declared itself in regular session.
At 9:54 a.m., upon motion of Commissioner William H. Pate, the Board of Commissioners unanimously declared itself in closed session to consult with attorneys employed or retained by the public body in order to preserve the attorney-client privilege between the attorneys and the public body, which privilege is hereby acknowledged.

At 10:19 a.m., upon motion of Commissioner John M. Bell, the Board of Commissioners unanimously declared itself in regular session.

**Adjournment**

There being no further business, Chairman E. Ray Mayo adjourned the meeting at 10:20 a.m.

[Signature]

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

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: November 13, 2019

Re: Final Subdivision Plat Approval

Item: Highland Park, Final
Owner/Developer: PPP&M Development Group, LLC
Surveyor/Engineer: BR Kornegay, Inc
Stoney Creek Township, Church of God Road (SR 1574)
Lots: 39

Discussion: Highland Park consists of 39 lots on 37.4 acres. This subdivision includes one new street called Highland Park Drive as well as a short stubout street called Zoe Drive. The subdivision is located off Church of God Road (SR 1574). The property is in the Conical Area Overlay (CA) with the average lot size at 27,561 sf. Building lots will utilize public water and onsite septic. The property is shown within the Rural Enclave area on the Wayne County Growth Strategies Map. Improvements are complete and a NCDOT Built to Standards letter has been submitted to the County. Until the streets are accepted onto the State’s secondary road system, the developer has signed a statement regarding the maintenance of the streets and right of ways.

The property is located within the following service areas:

- Schools – CB Aycock HS, Norwayne Middle, Northeast Elementary
- Water – Belfast-Patetown Sanitary District
- Fire – Patetown Fire Department
- EMS – Station 5
- Transportation – MPO
- Water Supply Watershed – No
- Voluntary Agriculture District – No
- Wetlands – No
- Board of Commissioners District – 5

Recommendation: The Wayne County Planning Board recommends approval of the final plat.
TO: WAYNE COUNTY BOARD OF COMMISSIONERS  
FROM: ANDREW NEAL, STAFF ATTORNEY  
SUBJECT: FIREFIGHTER ASSOCIATION MEMORANDUM OF UNDERSTANDING  
DATE: 11/21/2019  
CC: CRAIG HONEYCUTT, COUNTY MANAGER  

For many years, the Wayne County Firefighter’s Association has used the property adjacent to the Jetport for training. Wayne County and the Association entered into a lease on January 1, 2002 which expired on December 31, 2017. The Association wishes to continue utilizing the property for training and make numerous upgrades to the facility. Before undertaking significant improvements, the Association would like to establish a long term agreement.

A copy of the proposed agreement is attached for your reference. As written, the term of the MOU is for ten years with optional five year renewal periods. Either party may terminate the MOU upon ninety days written notice. The Association approved this MOU at their meeting on November 19, 2019.
MEMORANDUM OF UNDERSTANDING

STATE OF NORTH CAROLINA

COUNTY OF WAYNE

THIS Memorandum of Understanding ("Agreement") made and entered into as of the 3rd day of December, 2019 by COUNTY OF WAYNE ("County"), a body politic and corporate organized under the laws of the State of North Carolina whose address is PO Box 227, Goldsboro, NC 27533 and WAYNE COUNTY FIREFIGHTER’S ASSOCIATION, INC. ("Association"), a non-profit corporation organized under the laws of the State of North Carolina whose address is PO Box 1268, Goldsboro, NC 27533.

WITNESSETH

WHEREAS, the Wayne County Firefighter’s Association, Inc. is a non-profit corporation composed of numerous Fire Departments in Wayne County. The Fire Departments have associated themselves together in the Wayne County Firefighter’s Association to provide fire and rescue protection for the citizens of Wayne County;

WHEREAS, County has vacant land identified as Exhibit A which it does not utilize for airport purposes;

WHEREAS, the existence of a firefighter’s training facility on said Premises will provide an educational tool and environment for the improvement of fire and rescue personnel of Wayne County Fire Departments and the Wayne County Firefighter’s Association;

WHEREAS, the Parties previously entered into a Lease Agreement on January 1, 2002 which expired on December 31, 2017 when neither party exercised an option to renew said Lease Agreement;

WHEREAS, the Association now wishes to continue use of the training facility and make improvements to the structures which are currently located on the property;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follow:

1) Purpose. The County agrees to provide Association access to the property adjoining the Wayne County Executive Jetport as depicted in the attached Exhibit A for fire and rescue training.

2) Term. This Agreement is effective upon the date last signed and executed by the duly authorized representatives of the parties and shall remain in full force and effect for ten (10) years. The Agreement shall automatically renew for additional five (5) year terms unless either party notifies the other of its intent not to renew this Agreement within ninety (90) days prior to the expiration of the then existing term.
3) Termination. Either party may terminate this Agreement for any reason by providing ninety (90) days written notice, which notice shall be delivered by hand or by certified mail to the addresses contained herein.

4) Use of Premises. Association agrees to provide an adequate training facility for the Fire Departments in Wayne County in order to promote improved fire protection to the citizens of Wayne County and to compliment the fire protection afforded the Wayne County Executive Jetport. The Premises shall only be used for fire department related activities unless prior written consent is received from County.

5) Improvements. As of the date of this Agreement, the following improvements are or may be located on the property as a result of the aforementioned Lease Agreement between the parties:

a) 30' x 40' Classroom/Storage Building  
b) 30' x 30' Two Story Training Burn Building  
c) 35' diameter LP Gas Pit and Appliance  
d) Two 1,000 gallon, above ground, LP Gas Storage Tanks  
e) Cut away LP Gas Tank/LP Christmas Tree Prop  
f) Fire Burn Cell

Said improvements are considered the exclusive property of Association. During the course of this Agreement, Association may construct or otherwise make additional improvements to the Premises. Prior to the addition or modification of any improvements, Association shall obtain permission of Wayne County Manager or his designee. It is specifically understood and agreed that in the use of current and future improvements, Association shall not in any manner impair or obstruct the aerial approaches of the Airport or erect any structure, use any equipment, or maintain any activity which would limit the use of the Jetport or constitute a hazard to aircraft.

6) Limitations on Use. The uses and activities to be conducted on the Premises by Association shall be subject to Rules and Regulations of County referred to in Paragraph 9 below. It is specifically provided that at no time shall Association conduct any activity on the Premises which shall impair, interfere with or in any way create a hazard to aircraft using the Wayne County Executive Jetport or jeopardize in any manner the operation of the Airport or County.

7) Insurance Hazards. Association shall not use or permit the use of any activity on the premises which will increase or cause the cancellation of any fire, liability, or other insurance policy insuring County's Premises or the adjoining Premises of County. Further, Association shall comply with the requirements of County's insurance carriers for the purpose of maintaining reasonable rates for fire and liability insurance.
8) Maintenance. The County will maintain the grass and ditch banks within the facility only. Association shall, at its own cost and expense, keep and maintain the driveway, parking areas, and pond in a state of good condition.

9) Regulations. Association shall comply with all local, State and Federal rules and regulations, including but not limited to the rules and regulations of the FAA, FCC, EPA and the Wayne County Health Department in effect at this time and as hereinafter from time to time promulgated by the various government bodies and agencies.

10) Hold Harmless. Association agrees to indemnify and hold County and the property of County free and harmless from any and all claims, liability, loss, damage, or expense resulting from Association's occupation and use of the Premises, specifically including without limitations, any claim, liability, loss, or damage arising by reason of the injury to person or property, from whatever cause, while in or on the Premises or in any way connected with the Premises or with the improvements or personal property in or on the Premises including any liability for injury to the person or personal property of Association, its agents or employees.

11) Possession of Premises. Upon expiration of this Agreement, Association shall promptly surrender possession and vacate the premises and deliver the same to County. In addition, Association shall remove all personal property placed on the Premises by Association. Association shall further fill any pits or holes on the Premises or remove any structures in accordance with directions of the County.

12) Notices. Any notice required under this Agreement 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 COUNTY:  TO ASSOCIATION:
County of Wayne  Wayne County Firefighter's Association, Inc.
Attn: County Manager  Attn: President
PO Box 227  3000 Wayne Memorial Drive
Goldsboro, NC 27533  Goldsboro, NC 27534

With Copy to:
Wayne County Fire Marshall
134 N. John Street
Goldsboro, NC 27530

13) Amendments. Either party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all parties to this Agreement.
14) Applicable Law. This Agreement shall be governed and will be construed in accordance with the laws of the State of North Carolina. The parties agree that exclusive venue for all actions, relating in any manner to this Agreement will be in the General Court of Justice in Wayne County, North Carolina.

15) Entirety of Agreement. This Agreement constitutes and expresses the entire Agreement and understanding between the parties concerning the subject matter of this Agreement. This document, including exhibits, supersedes all prior and contemporaneous discussion, promises, representations, Agreements, and understandings relative to the subject matter of this Contract.

16) Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

17) Sovereign Immunity. County does not waive its sovereign immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

18) Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party’s performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

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

COUNTY OF WAYNE

By: [Signature]
Craig Moneycutt, County Manager

WAYNE FIREFIGHTER’S ASSOCIATION, INC.

By: [Signature]
Steve Mozingo, President
TO: WAYNE COUNTY BOARD OF COMMISSIONERS  
FROM: ANDREW NEAL, STAFF ATTORNEY  
SUBJECT: SURPLUS PROPERTY: 225 FRANKLIN STREET, MT. OLIVE (PIN: 2572732609)  
DATE: 11/21/2019  
CC: CRAIG HONEYCUTT, COUNTY MANAGER  

The County and the Town of Mt. Olive currently own the property located at 225 Franklin Street, Mt. Olive (PIN: 2572732609). The County has received an offer to purchase the property for $3,000.00 from Marcella Hooker. The County and Town acquired the property through tax foreclosure proceedings in June 2016. The parcel is vacant and has a tax value of $4,700.

Ms. Hooker is requesting that the County sale the property pursuant to N.C.G.S. 160A-269 which authorizes the sale of surplus property by upset bid procedure. Under this procedure, the sale would be advertised in the local paper for a period of time and upset bids would be accepted by the clerk. The Town of Mt. Olive would also need to approve the sale.

I am requesting that the Board of Commissioners declare the property as surplus and authorize the sale of this property by upset bid procedure.
PUBLIC NOTICE
SALE OF COUNTY PROPERTY

An offer of $3,000 has been submitted for the purchase of certain property owned by the County of Wayne and the Town of Mt. Olive, located on 225 E. Franklin Street, Mt. Olive (Wayne County PIN: 2572732609) more particularly described as follows:

Being Lot #8 in the Albritton lots in the Town of Mount Olive, North Carolina, and on Franklin Street. According to plat made by C. Beems, C.E. in 1953 and duly recorded in the Office of the Register of Deeds of Wayne County.

Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer and the required deposit to the office of the Wayne County Staff Attorney, PO Box 227, Goldsboro, NC 27533 by 5:00 P.M. on December 16, 2019. At that time the Clerk to the Board shall open the bids, if any, and the highest qualifying bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

A qualifying higher bid is one that raises the existing offer at least 10% of the first $1,000 and 5% of the remainder. A qualifying bid must raise the existing offer to an amount not less than $3,200.00.

A qualifying higher bid must be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. If no other bids are made the original offer to purchase of $3,000.00 will be accepted.

Further information may be obtained at the Wayne County Staff Attorney's Office, 100 S. Ormond Ave., Goldsboro, NC or by telephone at (919) 705-1971 during normal business hours.

Andrew J. Neal
Wayne County Staff Attorney
PO Box 227
Goldsboro, NC 27533
(919) 705-1971

Run date: December 5, 2019
NORTH CAROLINA

WAYNE COUNTY

RESOLUTION #2019-35: A RESOLUTION DECLARING SURPLUS REAL PROPERTY AND AUTHORIZING ITS SALE

WHEREAS, the County and the Town of Mt. Olive have acquired a property interest a piece of property located 225 Franklin Street, Mt. Olive, North Carolina, having a parcel identification number of 2572732609 and being more particularly described in that deed recorded in Deed Book 3233, Page 358 in the Office of the Register of Deeds for Wayne County ("Property"); and

WHEREAS, the County obtained an interest in this property through tax foreclosure proceedings; and

WHEREAS, the Staff Attorney and County Manager recommend that this property be declared surplus and sold, following a careful review by the Staff Attorney and the Facilities Services Director that determined the County has no use for this property; and

WHEREAS, NCGS § 160A-269 permits the County to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the County has received an offer to purchase the property described above, in the amount of $3,000.00, submitted by Marcella Hooker; and

WHEREAS, Marcella Hooker has paid the required five percent (5%) deposit on its offer;

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

1. The Board of Commissioners declares the property described above surplus and authorizes the sale of the Property through upset bid procedure of NCGS §160A-269.

2. A notice of the proposed sale shall be published which shall describe the property, the amount of the offer, and the terms under which the offer may be upset.

3. Any person may submit an upset bid to the Clerk to the Board within 10 days after the notice of sale is published. Once a qualifying higher bid has been received, that bid will become the new offer.

4. If a qualifying higher bid is received, new notice of upset bid shall be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Commissioners.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first $1,000.00 of that offer and five percent (5%) of the remainder of that offer.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier’s check, or certified check. The County will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The County will return the deposit of the final high bidder at closing.

7. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

8. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate County officials are authorized to execute the instruments necessary to convey the property to Marcella Hooker.

Passed and adopted this the 3rd day of December, 2019.

ATTEST:

Carol Bowden, Clerk to the Board
NORTH CAROLINA

WAYNE COUNTY

RESOLUTION #2019-38 GRANTING HALE ARTIFICIER, INC. PERMISSION TO USE PYROTECHNICS AT MOUNT OLIVE PICKLE COMPANY, ONE CUCUMBER BOULEVARD, MOUNT OLIVE, NORTH CAROLINA ON DECEMBER 31, 2019

WHEREAS, the Board of Commissioners of Wayne County has received a request from Hale Artificier, Inc. for permission for pyrotechnics to be exhibited, used, and discharged in a safe and proper manner under the supervision of experts for a fireworks celebration on December 31, 2019 at Mount Olive Pickle Company, One Cucumber Road, Mount Olive, North Carolina, as provided by North Carolina General Statute 14-410; and

WHEREAS, it is the intention of Hale Artificier, Inc. to use said display in a public celebration; and

WHEREAS, it appears to the Wayne County Board of Commissioners that a permit to use pyrotechnics should be given for such celebration as provided by North Carolina General Statutes 14-410 and 14-413; and

WHEREAS, the Wayne County Inspections Department has approved the fireworks display and show plan for Hale Artificier, Inc. located at Mount Olive Pickle Company, One Cucumber Boulevard, Mount Olive, North Carolina on December 31, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Wayne County Board of Commissioners that Hale Artificier, Inc. is hereby given permission to use pyrotechnics under the supervision of an expert at their public celebration to be held on December 31, 2019, contingent upon the individual or entity who will use, handle or discharge the pyrotechnics providing to the Clerk to the Wayne County Board of Commissioners a Certificate of Registration, which will be effective on December 31, 2019, proof of insurance as required by statute and the proper permits through the County of Wayne.

This the 3rd day of December, 2019.

[Signature]
Chairman
Wayne County Board of Commissioners

Attest:

[Signature]
Carol Bowden
Clerk to the Board
Carol Bowden

From: Steven Stroud
Sent: Monday, November 25, 2019 8:47 AM
To: Carol Bowden
Subject: Mt. Olive Fireworks

Carol,

The Mt. Olive fireworks display plans, scheduled for Dec. 31, 2019 has been approved by the Wayne County Inspections Dept.

Thanks,

Steven E. Stroud
Director of Inspections
County of Wayne
steven.stroud@waynegov.com
Phone(919)731-1169
Fax(919)705-1815
Mount Olive Fireworks

December 31, 2019

7:00 PM
Hale Artificier Fireworks
545 New Bowers Rd
Lexington, NC 27292
336-746-5435
Fax 336-746-6091
Dennis Lewis 919-580-7417

Opening
(40) 3” Chained Finale Flights

Body of Program
(20) 3” Time Delay Aerial
(140) 3” Aerial Shells with Tail
(72) 4” Aerial Shells with Tail

Finale
(120) 3” Chained Finale Flights
(12) 4” Chained Finale Flights
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER:
Mountcastle Insurance
307 W Center St
Lexington, NC 27293
(336) 249-4951

CONTACT:
NAME:

PHONE:
(877) 234-4420

TAX:
(877) 234-4421

INSURER:

NAME:

ADDRESS:

DATE (MM/DD/YYYY)
11/21/2019

CERTIFICATE NUMBER:

NANCY #

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PRODUCER:

CONTINENTAL INDEMNITY CO.

545 New Bowers Rd
Lexington, NC 27292-7058

CONTACT NAME:

PHONE:

(336) 249-4951

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURED:

NAME:

ADDRESS:

OPTIONAL ENDORSEMENTS:

ELECTED ENDORSEMENTS:

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 104, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER:

CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

ACORD 25 (2009/09)
©1988-2009 ACORD CORPORATION. All rights reserved
This Certificate of Liability Insurance (CLNY) is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Betty Callcott
Mountcastle Insurance
307 W. Center Street
Lexington, NC 27292

INSURED: Hale Artisner, Inc
545 New Bowers Rd.
Lexington, NC 27292

COVERAGES

CERTIFICATE NUMBER: CL199504466

IMPORTANT: THIS CERTIFICATE OF LIABILITY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE INSURING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, limits shown may have been reduced by PAID CLAIMS.

Type of Insurance

- Commercial General Liability
- Umbrella Liability
- Excess Liability

Policy Number

- 72L5054109
- AUS 0607811

Policy Period

- 04/29/2019 to 04/28/2020
- 06/23/2019 to 06/22/2020

Limits

- Bodily Injury (Person) $5,000,000
- Property Damage (Per Accident) $5,000,000

Certificate of Insurance

- Betty Callcott

Producers Compensation and Employers' Liability

- N/A

Description of Operations/Locations/Vehicles

- Town of Mount Olive, Mount Olive University, Mount Olive Pickle Company. Is included as additional insured with regard to general liability as required in a written contract.

Certificate Holder

- Mount Olive Pickle Company
  One Cucumber Blvd.
  Mount Olive, NC 28365

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE

- [Signature]

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ACORD 25 (2016/02)
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

SCHEDULE

Name of Person or Organization (Additional Insured):

A person or organization for which designation as an "additional insured" (and subject to Section A below) is required by written contract with the Named Insured.

Location of Covered Operations:

Only the locations at which the Named Insured performs work or operations under written contract with the Additional Insured.

A. Who Is An Insured (Section II) is amended to include as an insured the person or organization (called "additional insured") shown in the Schedule but only with respect to liability arising out of:

1. Your ongoing operations performed for the additional insured(s) at the location designated above; or
2. Your ongoing operations at the location designated above if the additional insured is the owner of the designated location; or
3. Acts or omissions of the additional insured(s) in connection with their general supervision of such operations.

B. With respect to the insurance afforded these additional insureds, the following additional provisions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" for which the additional insured(s) are obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured(s) would have in the absence of the contract or agreement.
2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of the additional insured(s) or any of their "employees", agents, or independent contractors, other than the general supervision by the additional insured(s) of your ongoing operations performed for the additional insured(s).
3. "Property damage" to:
   a. Property owned, used or occupied by or rented to the additional insured(s);
   b. Property in the care, custody, or control of the additional insured(s) or over which the additional insured(s) are for any purpose exercising physical control; or
   c. "Your work".
4. "Bodily injury", "property damage" or "personal and advertising injury" occurring after "your work" at the involved designated location has been completed.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Policy Number</th>
<th>Endorsement Effective</th>
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<tr>
<td>National Fire &amp; Marine Insurance Company</td>
<td>72LPS034109</td>
<td>04/28/2019 12:01AM</td>
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</table>

(Honor of Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)
In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. See "WARNINGS" and "NOTICES" on reverse.

<table>
<thead>
<tr>
<th>Name</th>
<th>HALE ARTIFICIER INC</th>
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</thead>
<tbody>
<tr>
<td>Mailing Address</td>
<td>545 NEW BOWERS RD LEXINGTON, NC 27292-</td>
</tr>
<tr>
<td>Type of License or Permit</td>
<td>51-IMPORTER OF EXPLOSIVES</td>
</tr>
<tr>
<td>Pre.</td>
<td>345 DAISY COURT</td>
</tr>
<tr>
<td>Expiration Date</td>
<td>September 1, 2021</td>
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</table>

Certificate Statement

The license or permit may be cancelled if a copy of this license or permit is not certified to the Federal Explosives License (FELC) or a responsible person of the FELC as required by 27 CFR Part 555. The signature on each copy must be an original signature. A facsimile, scanned or copied copy of the license or permit with a signature added to an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FELC) or a responsible person of the FELC. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."
In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. See "WARNINGS" and "NOTICES" on reverse.

Type of License or Permit
20-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement
The person or business named above shall use a copy of this license or permit to assist a transfer of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on such copy must be original. A facsimile, facsimile copy, or mail-in copy of this license or permit with a signature intended to be an original signature is acceptable. This signature must be that of the Federal Explosives License (FELC) or a responsible person of the FELC. I verify that this is a true copy of a licensee or permittee's status and that the signatures are those of the person or persons named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permitee Responsible Person, Signature

Mailing Address (Changed? Notify the FELC of any changes.)
HALE ARTIFICER, INC
545 NEW BOWERS ROAD
LEXINGTON, NC 27292-

Explosion Date
November 1, 2021
Safety Procedures for Fireworks Displays

NFPA 1123 Codes are to be followed at all times.

1. Firing Procedure:

A. Operators are to use the Pre-display checklist provided in the display paperwork. AT NO TIME are the materials to be left unattended.

B. Upon arrival at the site, check site conditions for any hazards that may impede the safety of the display operation.

C. Insure the site meets all distance requirements.

D. Confirm that there is adequate ingress and egress for emergency vehicles.

E. Inspect all racks and equipment as it is coming off the truck. Any equipment that is damaged, or broken is not to be used in the display.

F. All mortar racks are to be set up and installed prior to any loading of live materials.

G. Inspect all shells and fireworks devices such as cakes, candles, and ground effects prior to loading, or placing in the firing area. Any materials found to be damaged, or not in proper condition are not to be used in the display.

H. All materials fuses are to be situated and secured for easy access and removal of safety caps just prior to firing.

I. (Electric firing) Any e-matching of materials will take place at least 50 feet from the truck holding the fireworks, and at least 100 feet from any public access. Limit the amount of materials in this area to just ONE box at a time.

J. (Electric firing) Once all materials are set up, no personnel are allowed within the firing area during the continuity testing. If there is a need to check contact points, or adjust materials, the firing control panel must be disabled completely before an operator enters the firing area.

K. (Manual Firing) Operators will use fuses (flares) for ignition of shell leaders.

L. Previously installed multiple ignition points are to be placed along Finale racks, or any chain fused sections of the display.
2. Termination and Emergency Procedures

A. If, at any time before, or during the discharge of a Display, there arises a condition that adversely affects the firing or completion of the Display, the operator will IMMEDIATELY halt the display, until such a time that the condition can either be corrected, or deleted from the program.

1. The AHJ will also have the authority to halt the display, should any such condition arise.

2. Communication between the Operator and the AHJ will be necessary to provide for the continuation of the display.

B. If there is a weather related concern, the display is to be halted, or postponed, until better conditions prevail. If there is no alternative, or if conditions remain at an unsafe level, then the Operator is to cancel the display, and the Rain Date option will be considered.

1. All mortar racks are to be covered with tarps, plastic or other suitable materials to prevent materials from getting wet. Cakes, and other ground effects can be placed in plastic bags.

2. Any materials that do become wet shall not be used, and are to be placed into regulation cartons and returned to Hale Artificier, Inc.

C. If, during the display, an errant shell or malfunction of equipment causes materials to be sent towards or into the spectator area, or out of the intended fallout area, the operator will IMMEDIATELY halt the display.

1. The safety of the spectators is the primary concern, and the operator is to insure that any errant shell trajectories or malfunctions are dealt with as soon as it is safe to do so. Repositioning of the racks, or dropping that part of the display will be done before resuming any firing.

2. A situation of this nature could cause the rest of the display to be postponed, or cancelled with the communication and cooperation of the AHJ.

3. Identification of the errant materials and/or equipment is to be documented in the Operators display report.

4. If there is ANY injury of any nature, to a spectator, or any other person, the display is to be halted, and the assistance of the local EMS, Fire Department, and/or other fire and life safety personnel on duty at the time is to be utilized.
D. Ingress and Egress routes are to be maintained at all times, and are to remain clear for emergency vehicles and personnel.

1. Should there be any reason to need such access, the Operator shall halt all firing, and suspend the display.

2. The Operator and other display personnel may assist such emergency personnel to control and contain any condition to insure the safety and security of the site.

3. Post Display

A. Once the display has been completed, the Operator will make the determination to break down the display equipment when he/she finds all conditions safe to do so.

1. The operator and assistants should allow at least 15 minutes for a “cool-down” period, once the display is completed.
   a. Beginning with the mortars that were fired first, make sure that all shells and materials were discharged.
   b. Once all racks and equipment have been cleared, the Operator will approve the break down of the display.

2. Misfired Materials
   a. Identify any and all misfired materials.
   b. Insure that there are no ignition hazards present before handling. All sparks are to be extinguished. E-matches should be disconnected and shunted, and then may be carefully removed.
   c. Carefully remove materials from the discharge area.
   d. Place materials into a regulation carton, and transport back to Hale Artificier, Inc.
   e. Record misfires in the Operator’s display report.

3. Dud Shells
   a. Identify any and all dud shells and their location.
   b. No unauthorized personnel are to be allowed in those areas.
   c. Insure that there are no ignition hazards before handling. If necessary, spray with water to extinguish any sparks or flame.
d. Carefully remove dud shells, place into a regulation carton and transport back to Hale Artificier, Inc.

e. Record duds in the Operator's display report.

B. The operator will assist the AHJ in conducting the post-display inspection, and sign off on any documentation the AHJ may require.

C. Once that inspection is completed, the operator may clear the on-duty Fire Department personnel.

D. The entire discharge area and fallout zones are to be inspected to insure that there are no duds, misfires, or any other materials left on the display site. If necessary, a site check is to be made early the following morning.

E. Clean up includes removal of all equipment, paper debris, and any other items that remain as a result of the display.
TO: Wayne County Board of Commissioners  
FROM: Noelle Woods, Wayne County Purchasing Manager  
DATE: November 14, 2019  
SUBJECT: Award for RFB for EMS Ambulance

A request for bids (RFB) was sent out on October 15, 2019. We received bids from six companies. We have placed the bid tab below for your reference. After careful review we respectfully request that this bid be awarded to Atlantic Emergency Solutions. They have a good reputation of service and quality throughout the region. The cost and the anticipated turnaround time helped us to make this recommendation. We respectfully request awarding the bid to Atlantic Emergency Solutions, the lowest responsive responsible bidder.

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<tr>
<th>VENDOR</th>
<th>Single Unit Cost</th>
<th>Extended Cost</th>
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<tr>
<td>SIV Ambulance</td>
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<tr>
<td>Precision Rescue Vehicles</td>
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<tr>
<td>Select Custom Apparatus</td>
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<td>$248,108.42</td>
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<tr>
<td>Atlantic Emergency Solutions</td>
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<td>Northwestern Emergency Vehicles</td>
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<tr>
<td>Southeastern</td>
<td>$124,309.00</td>
<td>$248,618.00</td>
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TO: Wayne County Board of Commissioners  
FROM: Noelle Woods, Wayne County Purchasing Manager  
DATE: November 26, 2019  
SUBJECT: Award for Engineering Services related to the Hazard Mitigation Grant Program (HMGP) / Community Development Block Grant-Disaster Recovery (CDBG-DR)

On October 24, 2019 a Request for Qualifications (RFQ) was sent out for Engineering Services related to the HMGP/CDBG-DR. We received two qualification packets and have attached the evaluation spreadsheet for your review. We respectfully request awarding to Moseley Architects.
### WAYNE COUNTY HMR/P/CDBG-DR

#### RFQ for Engineering Services

**Engineering Proposals Received:** November 14, 2019, Thursday, 2:00 pm

**Location:**
- Wayne County Courthouse
- Commissioners Boardroom
  - 224 W. Walnut St, Goldsboro, NC 27533

### Evaluation of Responsive Proposals

<table>
<thead>
<tr>
<th>Firms Submitting Proposals</th>
<th>Proposal Submitted on Time</th>
<th>Proposal Complete</th>
<th>Non-Collusion Affidavit</th>
<th>E-Verify Affidavit</th>
<th>Certification Regarding Debarment</th>
<th>Certified HUB Firm</th>
<th>Federal Debarred Vendor</th>
<th>State Debarred Vendor</th>
<th>Iran Investment Firm</th>
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</table>
RESOLUTION BY THE BOARD OF COMMISSIONERS OF WAYNE COUNTY REQUESTING THE ADDITION OF FLOOD IMPACTED PROPERTIES TO THE HMGP 4285-057-R ACQUISITION PROJECT

WHEREAS, the NC Division of Emergency Management (NCEM) has awarded Wayne County FEMA (Part I) HMGP 4285-057-R Grant funds in the amount of $7,872,590 for the acquisition of 75 properties impacted by flooding from Hurricane Matthew in October 2016; and

WHEREAS, FEMA has obligated $921,278 in additional (Part II) HMGP funds to Wayne County for the acquisition of 9 properties in Seven Springs that are on hold pending a Memorandum of Agreement to complete the Environmental Review to resolve the adverse effect to historical properties; and

WHEREAS, ten (10) property owners have withdrawn from the HMGP 4285-057-R Grant Project resulting in approximately $600,000 in unobligated funds within the Grant Budget; and

WHEREAS, Wayne County has completed the acquisition of 49 properties; and

WHEREAS, Wayne County has completed the acquisition of 49 properties and experienced lower than estimated property acquisition costs due to the reduction in the purchase prices resulting from the subtraction of duplication of benefit amounts (FEMA assistance and insurance proceeds) from the offers to purchase based on pre-disaster appraised values; and

WHEREAS, the lower actual acquisition costs compared to the estimated purchase prices in the 2017 HMGP Application has resulted in approximately $1,000,000 in unobligated funds within the Grant Budget; and

WHEREAS, Wayne County has a list of approximately 230 applications for Hurricane Matthew HMGP acquisition assistance that were not included in the current HMGP Project;

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

THAT, the County staff make every effort possible to spend all remaining HMGP Acquisition funds in Wayne County to help the citizens eliminate the potential of flood damage from future flooding events through the acquisition and relocation process provided by HMGP assistance; and

THAT, the Chairman be authorized and directed to submit a request to the NC Division of Emergency Management to add more properties to the current HMGP Acquisition Project due to the availability of unobligated funds in the Grant Budget; and

THAT, the Chairman be authorized and directed to submit a request to the NC Division of Emergency Management that if other HMGP Projects in the State have unobligated funds at the completion of their project activities that the funds be added to Wayne County’s HMGP 4285-057-R Project; and
FINALLY, Wayne County will comply with all applicable federal and state laws, regulations, rules, and executive orders related to the implementation of HMGP Project activities.

ADOPTED, this 3rd day of December, 2019, at Wayne County, North Carolina

[Signature]
Chairman

ATTEST:

[Signature]
Clerk to the Board
RESOLUTION #2019-37: A RESOLUTION TO PLACE A ONE-QUARTER OF ONE CENT LOCAL OPTION SALES TAX ON THE MARCH 3, 2020 PRIMARY IN WAYNE COUNTY, NORTH CAROLINA

WHEREAS, the North Carolina General Assembly has authorized County Boards of Commissioners across the State of North Carolina to levy a one-quarter of one cent (.25% of one penny) county sales and use tax, contingent on an advisory referendum in which the majority of those casting ballots in the County vote for the levy of the tax; and

WHEREAS, the Wayne County Board of Commissioners believes the education of the children and youth of Wayne County is a critical mission and priority; and

WHEREAS, Wayne County is faced with extraordinary funding pressures resulting from public education needs; and

WHEREAS, the 2014 State budget, Senate Bill, 402 rewrote the lottery statutes and eliminated the 40% statutory guarantee of net lottery proceeds for school construction which was a dedicated funding stream in place since the lottery’s inception in 2005; and

WHEREAS, the Wayne County Board of Education has identified significant needs; and

WHEREAS, the Wayne County Board of Commissioners will use the funds to pay debt on additional new school construction; and

WHEREAS, the Wayne County Board of Commissioners has already provided over $90 million in the past eight years to new school construction and improvements, and pay debt obligations to maintain Wayne County Public Schools in as safe and comfortable conditions as possible; and

WHEREAS, additional School Resource Officers are needed to provide the safest environment possible for the students, teachers, and staff at all Wayne County Public Schools; and

WHEREAS, the implementation of a one-quarter cent local option sales tax (excluding gas, prescription medication, and non-prepared foods or groceries) is anticipated to generate approximately $2.6 million in revenue per year in Wayne County to facilitate school construction.

NOW, THEREFORE, the Wayne County Board of Commissioners hereby directs the Wayne County Board of Elections as follows:

1. Conduct an advisory referendum on the question of whether to levy a local sales and use tax in the county as provided in N.C. General Statute §105-535 et seq.
2. The election shall be held on the March 3, 2020 Primary and shall be held in accordance with the procedures of N.C. General Statute §163-287.
3. The form of the question to be presented on a ballot for the election concerning the levy of the tax is established by the NC General Statutes as:

{ } FOR { } AGAINST

Local sales and use tax at the rate of one-quarter percent (0.25%)
In addition to all other State and local sales and use taxes.

Adopted this the 3rd day of December, 2019.

[Signature]
Chairman
Wayne County Board of Commissioners

Attest:

[Signature]
Carol Bowden
Clerk to the Board
### Budget Adjustments Edit Update

**Account Name** | **Type** | **Description** | **Amount** | **Date** | **Trans #**
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110.9810.980.126 | TRANSFERS TO PUBLIC ASSISTANCE | BA SOCIAL SERVICES | 85000.00 | 12/09/19 | 35200083036
116.3991.991 | FUND BALANCE APPROPRIATED | BA SOCIAL SERVICES | 82000.00 | 12/09/19 | 35200083037
126.3306.110 | TRANSFERS FROM GENERAL FUND | BA SOCIAL SERVICES | 85000.00 | 12/09/19 | 35200083038
126.3306.122 | SAL & WAGES - OVERTIME | BA SOCIAL SERVICES | 20000.00 | 12/09/19 | 35200083039
126.3306.121 | SALARIES & WAGES | BA SOCIAL SERVICES | 20000.00 | 12/09/19 | 35200083040
110.3991.121 | SALARIES & WAGES | BA SOCIAL SERVICES | 1500.00 | 12/09/19 | 35200083041
110.5603.124 | REGULAR PART TIME SALARIES & WAGES | BA SOCIAL SERVICES | 778.00 | 12/09/19 | 35200083042
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632.4530.580 | BLDG, STRUCTURES, IMPROV. | BA JETPORT | 843371.00 | 12/09/19 | 35200083045
632.3453.330.022 | NCE FUNDS | BA JETPORT | 488171.00 | 12/09/19 | 35200083046
632.3453.330.023 | FAA-CORPORATE HANGAR 36237-22.17.1 | BA JETPORT | 488171.00 | 12/09/19 | 35200083047
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632.3453.330.024 | FAA-PERIMETER FENCE | BA JETPORT | 40039.00 | 12/09/19 | 35200083050
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110.4210.299 | SECURITY SUPPLIES | BA IT | 7239.00 | 12/09/19 | 35200083052
110.4211.219 | OTHER MEDICAL SUPPLIES | BA JAIL | 90068.00 | 12/09/19 | 35200083053
110.3991.591 | FUND BALANCE APPROPRIATED | BA JAIL | 90068.00 | 12/09/19 | 35200083054

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**TOTAL DEBITS:** 36,541.87

**TOTAL CREDITS:** 36,541.87

**NET ADJUSTMENTS:** 0.00