

PERSON COUNTY BOARD OF COMMISSIONERS
MEMBERS PRESENT

MAY 1, 2023
OTHERS PRESENT

Gordon Powell
C. Derrick Sims
Kyle W. Puryear
Charlie Palmer
Jason Thomas

Katherine M. Cathey, County Manager
Brenda B. Reaves, Clerk to the Board
S. Ellis Hankins, County Attorney

The Board of Commissioners for the County of Person, North Carolina, met in regular session on Monday, May 1, 2023 at 7:00pm in the Commissioners' Boardroom 215 in the Person County Office Building located at 304 S. Morgan Street, Roxboro, NC.

Chairman Powell called the meeting to order and offered an invocation. Commissioner Puryear led the group in the Pledge of Allegiance.

DISCUSSION/ADJUSTMENT/APPROVAL OF AGENDA:

A **motion** was made by Commissioner Puryear and **carried 5-0** to approve the agenda.

PUBLIC HEARING:

SPECIAL USE PERMIT APPLICATION SUP-03-23 FOR BV/WESTON JIM THORPE SPE, LLC IN RURAL CONSERVATION ZONING DISTRICT FOR AN ELECTRICAL SUBSTATION (POLYWOOD FACILITY SUBSTATION) AT TAX MAP #69-313:

A **motion** was made by Commissioner Puryear and **carried 5-0** to open the duly advertised public hearing for a Special Use Permit Application, Petition SUP-03-23, for BV/Weston Jim Thorpe SPE, LLC in Rural Conservation zoning district for an electrical substation (Polywood Facility Substation) at Tax Map #69-313.

County Attorney Ellis Hankins requested to give the Board a short speech about these special use permit hearings; he said these are quasi-judicial proceedings, not the typical sort of public hearing where anyone can just stand up and say whatever they want and the Board makes a legislative decision. Mr. Hankins said this was a little different, more like a court, but more informal than court; in this case the Board, by adopting the zoning and planning ordinances, have already decided generally what uses are allowable in each zoning district but they provided for these special use permits, if, and only if, evidence is submitted during the public hearing that establishes that four criteria that are set out in the ordinance are satisfied. He said all the sworn testimony is under oath and the Board must make the decision based only on the evidence in the record, which includes the application, other information from the planning staff, all testimony in the public hearing, but nothing else outside the record.

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The public hearing set to hear a request for a Special Use Permit Application, Petition SUP-03-23, for BV/Weston Jim Thorpe SPE, LLC in Rural Conservation zoning district for an electrical substation (Polywood Facility Substation) at Tax Map #69-313 required a quasi-judicial zoning decision whereby witnesses are to be sworn in and subject to cross examination, no ex parte communication and requires findings of fact.

Chairman Powell administered the Oath of Sworn Testimony to the following individuals who would offer testimony during the public hearing:

Chris Bowley and Kurt Updegraff

Planning & Zoning Director Chris Bowley shared the following presentation for Petition SUP-03-23.



Polywood Facility Substation

SPECIAL USE PERMIT APPLICATION

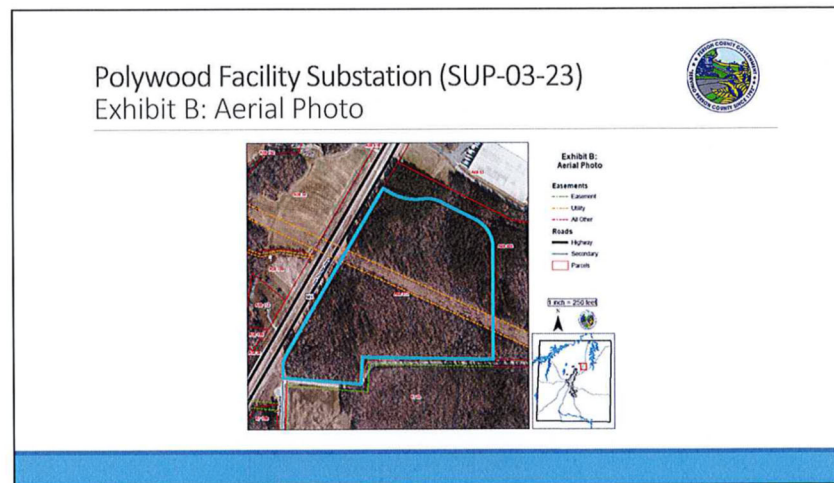
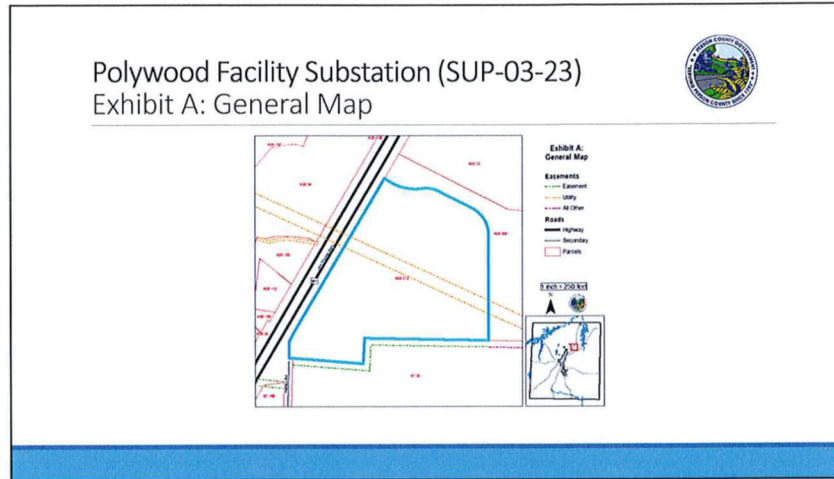
SUP – 03 – 23



Polywood Facility Substation (SUP-03-23) Introduction

- The Subject Property is ±31.33-acres at 3090 Jim Thorpe Highway within the Polywood campus
- Proposed electrical substation to serve existing buildings
- Proposed electrical substation is in close proximity to existing buildings and existing Duke Energy transmission powerlines for maximum service potential
- Proposed industrial use is inside of Industrial-designated land that contemplates this type of use at this location (consistent with Comp Plan)

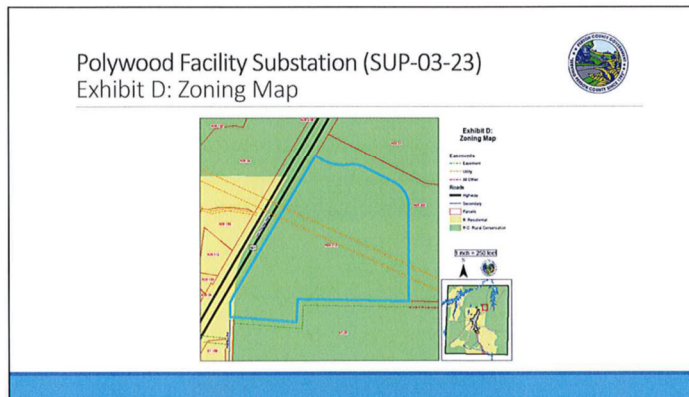
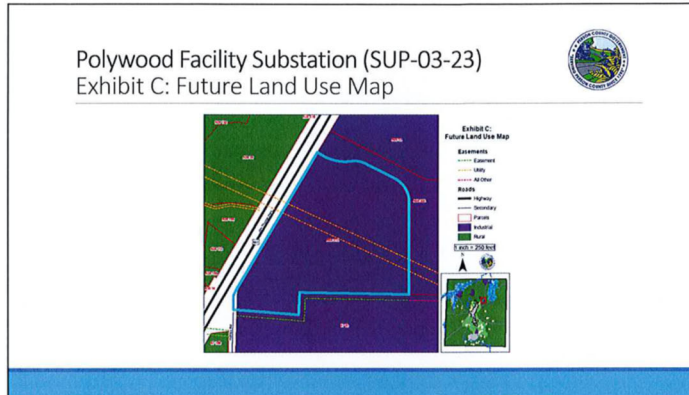
Mr. Bowley said the subject was north, at the existing Polywood campus. He said the existing building does not currently have a substation and there is a new 500,000sq ft. building being built next to it, on that campus, and this substation would serve both buildings and be in close proximity to the power grid.



The General Map shows the 31-acres on the east side of Jim Thorpe Highway and south is shown on the Aerial Photo; Mr. Bowley pointed out where the proposed substation would be located, where the driveway would be, where the existing building is located, and where the new 500,000sq ft. building will be with the remainder of the parcel wooded. He showed the Duke Energy existing power-line easement noting Duke Energy would work (and Mr. Updegraff can talk about it), with Polywood to best locate the proposed substation.

Mr. Bowley said this (Exhibit C) affirms the industrial future land use designation exists on the existing Polywood building site, the new Polywood building site, and lands to the south of the 31-acres. He said where the substation would be entirely within the industrial designated area.

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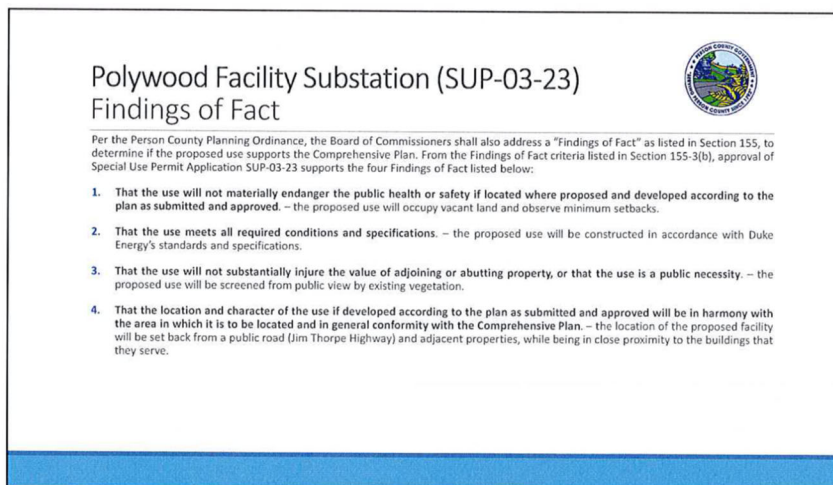
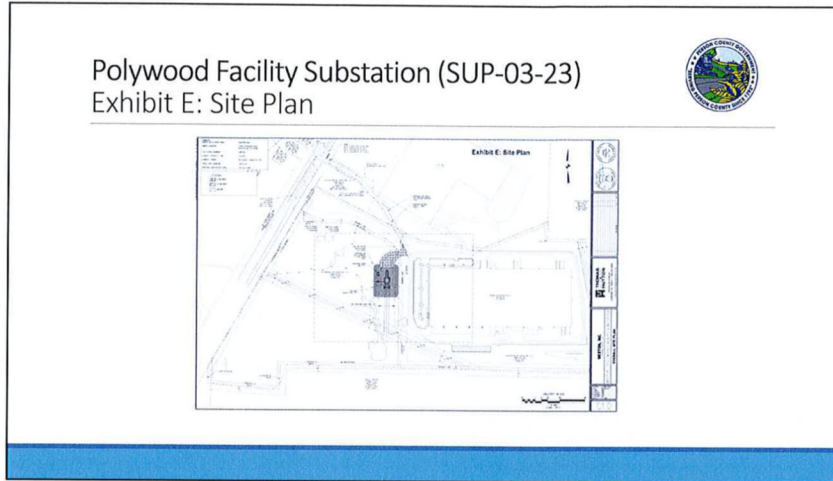
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The Zoning Map shows rural conservation or RC (shown in green) noting that is why the public hearing was being held; due to the Table of Permitted Uses, in the Planning Ordinance which requires such type facility be located by special use permit in the RC zoning. He noted the yellow to the west is on the opposite side of Jim Thorpe Highway, and it is about a quarter-mile to the west to the nearest residence and about a half-mile to the south to the nearest residence. Keeping in mind that the existing vegetation is going to stay in place to act as buffering and screening and it's about 1,800 feet to the east to the next residence.

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Mr. Bowley noted the proposed Site Plan (Exhibit E) illustrates the substation in the shaded gray area with the southern driveway coming in off Jim Thorpe and with the driveway extension for operations and maintenance purposes to the substation with the proximity of the substation to the existing building and the new 500,000sq. ft. building. In addition, Mr. Bowley further noted a potential to connect to the existing transmission line.

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Mr. Bowley said the application meets the findings of fact.

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Polywood Facility Substation (SUP-03-23) Staff Recommendation & Potential Motion



Based on the existing industrial use and entitlements on-site, adjacency to lands with existing Industrial future land use designation, consistency with Guiding Principle No. 2 and Goals Nos. 2, 4, 7, and 8 of that principle, and in support of continued economic development/job creation in Person County, Planning & Zoning Department staff recommends that the Board of Commissioners approve Special Use Permit SUP-03-23 for the Polywood Facility Substation project, with the following conditions and potential motion:

"I hereby move to approve Special Use Permit SUP-03-23 for the Polywood Facility Substation project, with the following conditions:

- 1. The Applicant obtains all required permits from the County Environmental Health Department, Planning & Zoning Department, and Inspections Department; and*
- 2. The Applicant obtains required permits from the North Carolina Department of Environmental Quality and any other agency to achieve construction, operations, and maintenance of the Subject Property."*

Polywood Facility Substation (SUP-03-23)



Thank You

Speaking in favor of the Special Use Permit Application, Petition SUP-03-23, for BV/Weston Jim Thorpe SPE, LLC in Rural Conservation zoning district for an electrical substation (Polywood Facility Substation) at Tax Map #69-313 were the following:

Kurt Updegraff of 4760 Richmond Road, Suite 200, Cleveland, Ohio, representing the applicant, BV/Weston Jim Thorpe SPE, LLC as its Director of Development noted he manages all construction and design. Mr. Updegraff described the Polywood operations; he said Polywood makes plastic Adirondack chairs, and all types of outdoor furniture and is a fully integrated operation. He noted they use recycled milk jugs and laundry detergent jugs, grind those up and mix them with colored plastic pellets (50 different colors), and then run them through an extruding machine to create lumber. Mr. Updegraff noted this will be one of the big functions of the new building: the extrusion machines (there will be 48 of them) which draw quite a bit of power and the reason why Polywood needs to supplement the power that is already there. Also the new facility, Mr. Updegraff said, would house the recycling area where they receive the milk jugs to grind them up as well as a shipping area. Once they extrude the lumber, Mr. Updegraff said they would take it to the existing building where they have machines that will cut it into pieces, drill it and fabricate it into all kinds of different outdoor furniture. Once manufactured and put together, they ship to a 2,000sq.ft. warehouse for distribution.

Mr. Updegraff estimated 500 to 600 people working when it's all said and done, combined in both facilities. He said they did try to locate the substation in proximity to the new building so it is right there, in the back on land they own and fronts Jim Thorpe so there is 1,000 ft. of trees between this facility and Jim Thorpe. He stated Weston would be building a pad and cutting a few trees down (about 1.5-acres), and Duke will come in and actually build the substation using their contractors and under their supervision.

Mr. Updegraff stated he would answer any other questions to which there were none.

There were no individuals appearing before the Board to speak in opposition to the Special Use Permit Application, Petition SUP-03-23, for BV/Weston Jim Thorpe SPE, LLC in Rural Conservation zoning district for an electrical substation (Polywood Facility Substation) at Tax Map #69-313.

A **motion** was made by Vice Chairman Sims and **carried 5-0** to close the public hearing for the Special Use Permit Application, Petition SUP-03-23, for BV/Weston Jim Thorpe SPE, LLC in Rural Conservation zoning district for an electrical substation (Polywood Facility Substation) at Tax Map #69-313.

CONSIDERATION TO GRANT OR DENY SPECIAL USE PERMIT APPLICATION, PETITION SUP-03-23, FOR BV/WESTON JIM THORPE SPE, LLC IN RURAL CONSERVATION ZONING DISTRICT FOR AN ELECTRICAL SUBSTATION (POLYWOOD FACILITY SUBSTATION) AT TAX MAP #69-313:

A **motion** was made by Commissioner Puryear and **carried 5-0** to approve Special Use Permit, Petition SUP-03-23, for the Polywood Facility Substation project noting all four findings of fact were met and in accordance with Person County ordinances, with the following conditions:

1. The Applicant obtains all required permits from the County Environmental Health Department, Planning & Zoning Department, and Inspections Department; and
2. The Applicant obtains required permits from the North Carolina Department of Environmental Quality and any other agency to achieve construction, operations, and maintenance of the Subject Property.

PUBLIC HEARING:

SPECIAL USE PERMIT APPLICATION, PETITION SUP-04-23, BY GARY GARRETT FOR A RECREATIONAL VEHICLE PARK TO BE LOCATED ALONG THE NORTHWEST SIDE OF THOMAS STORE ROAD AT TAX MAP A95-26:

A **motion** was made by Vice Chairman Sims and **carried 5-0** to open the duly advertised public hearing for a Special Use Permit Application, Petition SUP-04-23, by Gary Garrett for a Recreational Vehicle Park to be located along the northwest side of Thomas Store Road at Tax Map A95-26.

County Attorney Ellis Hankins said this was the same sort of proceeding with no need for him to make the same speech but the same provisions apply.

The public hearing set to hear a request for a Special Use Permit Application, Petition SUP-04-23, by Gary Garrett for a Recreational Vehicle Park to be located along the northwest side of Thomas Store Road at Tax Map A95-26 required a quasi-judicial zoning decision whereby witnesses are to be sworn in and subject to cross examination, no ex parte communication and requires findings of fact.

Chairman Powell administered the Oath of Sworn Testimony to the following individuals who would offer testimony during the public hearing:

Chris Bowley, Gary Garrett, Jody Williams, Garland Ragland, Tabitha George, Tim Avants and Clarence Holloway, Jr.

Planning & Zoning Director Chris Bowley shared the following presentation for Petition SUP-04-23.



Garrett Recreational Vehicle Park

SPECIAL USE PERMIT APPLICATION

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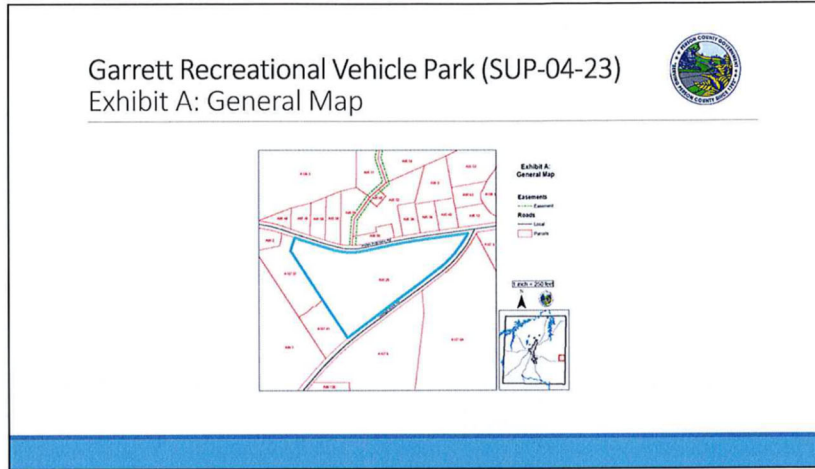


Garrett Recreational Vehicle Park (SUP-04-23) Introduction

- The Subject Property is ±16.27-acres
- Located between Thomas Store Rd. & Pixley Pritchard Rd.
- Across Thomas Store Rd. from the Roxboro Motorsports Park
- Supports area economic development by supporting the adjacent sports park
- Proposed recreational vehicle park with up to six (6) RV pads
- Following Planning Ordinance criteria for location, consistent with Comp Plan
- Compatible land use to existing uses and keeps rural character of area

Mr. Bowley presented Exhibit A: General Map illustrating location between Pixley Pritchard Road and Thomas Store Road.

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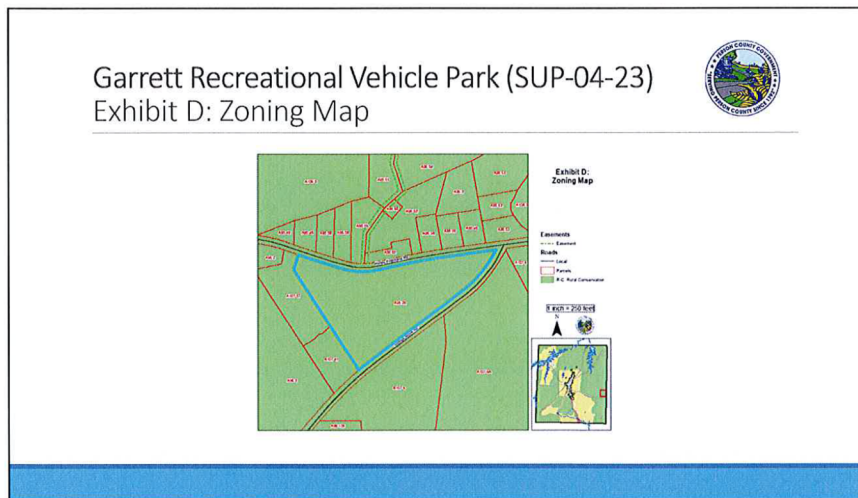


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Mr. Bowley illustrated on Exhibit B: Aerial Photo, the pond in the middle and the proposed location of the RV pads, closest to Thomas Store Road. The Roxboro Motorsports Park is to the right with a single family house across the street, set back about 700ft. with 200ft. of existing vegetation from the closest house where the RVs would be and homes to the north of Pixley-Pritchard Road.

Mr. Bowley illustrated Exhibit C: Future Land Use Map showing rural for the entire area in the Comp Plan.

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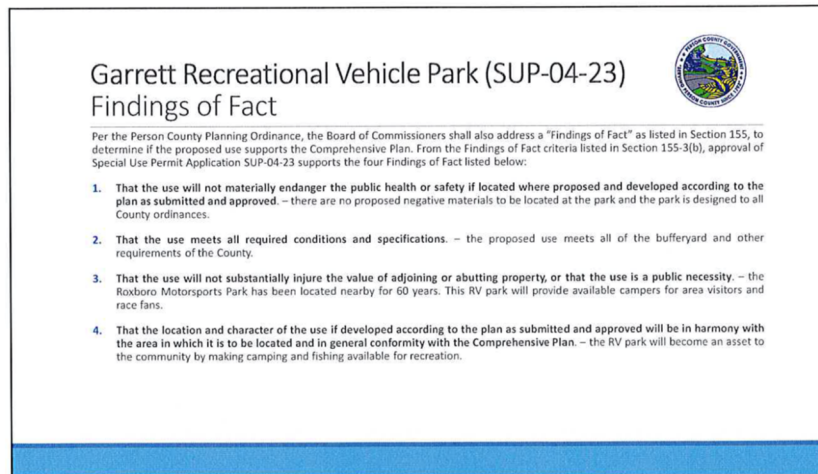
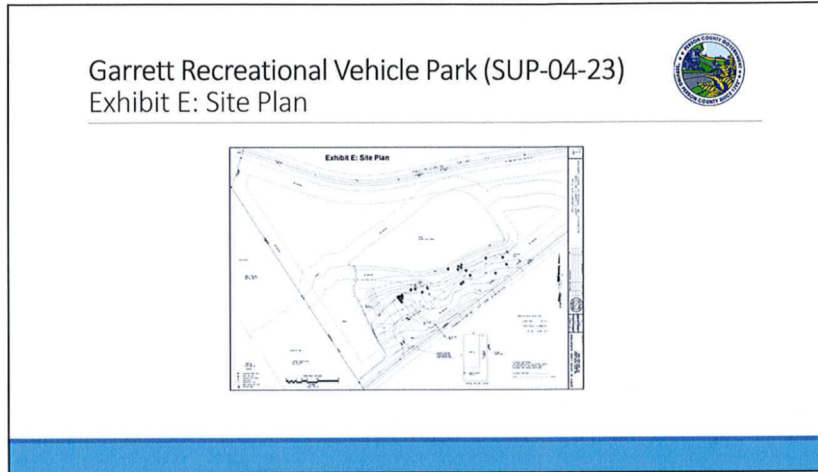


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Exhibit D: Zoning Map shows corresponding zoning of RC (rural conservation) matching that rural to the east side of the county off Oxford Road.

Mr. Bowley illustrated Exhibit E: Site Plan showing topography and the pond in the middle of the property. He said the Site Plan shows six slips listed along with a drain field. Mr. Bowley said the applicant met with the Environmental Health Dept. and noted what was actually physically constructible are four pads, not six noting the application was already set for the process for six but, as proposed, they will only be putting in four pads, highlighting the typical pad shown at the bottom of the Site Plan.

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Garrett Recreational Vehicle Park (SUP-04-23) Staff Recommendation & Potential Motion



Based on the above, the Planning & Zoning Department staff recommends that the Board of Commissioners approve Special Use Permit SUP-04-23 for the Garrett Recreational Vehicle Park project, with the following conditions and potential motion:

"I hereby move to approve Special Use Permit SUP-04-23 for the Garrett Recreational Vehicle Park project, with the following conditions:

- 1. The Applicant obtains all required permits from the County Environmental Health Department, Planning & Zoning Department, and Inspections Department; and*
- 2. The Applicant obtains required permits from the North Carolina Department of Environmental Quality and any other agency to achieve construction, operations, and maintenance of the Subject Property."*

Garrett Recreational Vehicle Park (SUP-04-23)



Thank You

Speaking in favor of the Special Use Permit Application, Petition SUP-04-23, by Gary Garrett for a Recreational Vehicle Park to be located along the northwest side of Thomas Store Road at Tax Map A95-26 were the following:

Gary Garrett of 1977 Bowmantown Road, Roxboro (the applicant) said the reason he wanted to build this park was to give racers and race fans going to the Roxboro Motorsports Park a place to park their RVs with full hook-up and a quiet atmosphere with a view of pond. Mr. Garrett said he has been an RVer for 30 years and knows the ins and outs of running an RV Park and what is needed to maintain and operate one. He noted the RV Park will bring business to the local stores, increase sales, and tax revenue as well as promote Roxboro Motorsports Park giving camping facilities right across the road.

Mr. Garrett stated he was available to answer questions to which there were none.

Jody Williams of 1183 Rocky Branch Drive, Skipwith, VA, and owner of the Roxboro Motorsports Park, said he has quite a few families that always asking for water and sewer hook-up which is not offered at the Roxboro Motorsports Park. He said this RV Park would be a great asset for a few campers that do come in with family and kids. He would like to have more than four, but noted it was a start. He thanked the Board.

Speaking in opposition to the Special Use Permit Application, Petition SUP-04-23, by Gary Garrett for a Recreational Vehicle Park to be located along the northwest side of Thomas Store Road at Tax Map A95-26 were the following:

Garland Ragland of Mountain Road, Roxboro, spoke on behalf of his church, New Saint James Missionary Baptist Church and said he did a little study and most of the time when a RV Park is in your area; it brings down the land value. He said his church has services on the first and third Sundays and on some Sundays during the summertime with the racetrack, they hear noise during that time. He spoke of another church he knew of that has a RV Center next to them and the RV vehicles parked in the church grounds and started doing donuts; the church, in turn, had to get lights and cameras for protection for their church; that is why the New Saint James Missionary Baptist Church was opposing. He added a whole lot of their older members live right there in the area and that is also why they were opposing. He thanked the Board.

Tabitha George of 430 Mountain Pasture Lane, Timberlake stated she wanted to start with point #2, which states it meets all the requirements and conditions according to the site plan requirements, which are in the ordinance. She said the following have not been met on the Site Plan, which she had reviewed. She said it was not met on the site plan that was presented. First of all, Ms. George stated it said the boundary of the lots; she said it did not show the complete lot with bearings and distances; she said there were no bearings and distances. Total gross land area; she said there was not a total gross land area. Property owner and applicant; Ms. George said that was not listed on the site plan per the ordinance. Vicinity map; Ms. George said this was not shown on the site plan. Topography of the site;

Ms. George said this was not shown for the entire parcel, only shown for a select portion of the parcel; existing buildings and structures within 500 ft. adjacent variance to; Ms. George said these were not shown on the site plan. Ms. George said all those things were missing from the site plan. She said the site plan should be considered incomplete and not meeting the conditions in the finding of fact #2.

As far as finding of fact #1, public health and safety, Ms. George said this could make potential increase in trespassing and potential vandalism at the New Saint James Church which is right there at the proposed RV Park. Ms. George said there is not very much of a police presence in this area of the county at all. She said it (looking on her phone earlier when one time her alarm system hit the panic unknowingly called the Sheriff) either took an hour or 30 minutes for anyone to come to her location in this same area; she noted it would take a long time to get a police response in her experience.

For #3, it should be a public necessity or not materially injure the properties, Ms. George said it was not a public necessity and on page 88, there may be some slight discrepancies in formatting. Item #8, it states the burden of proof of not injuring the property values is on the applicant.

Also, part #4 finding of fact, Ms. George said this was mainly an agricultural and residential area of the county; this sports park is an outlier and Ms. George said she did not know if there were zoning provisions in place at the time that it was installed.

Tim Avants of 3739 Pixley Pritchard Road, Timberlake said he did not oppose or object, whatever, for or against, neither one, basically had some general questions. He said he talked to the gentlemen earlier and he kinda answered some of those for him. He guessed the concern with some of the neighbors; he said he talked to a lady in planning and was told they are limited to four spots and he understood that but his concern was does this open the window for even more spots to be opened later on, and also, what are the limits are far as how long someone can stay there; are there limits or are there not limits? Mr. Avants said he was concerned that it would turn into something where someone would come in and plant there and be there year-round. He noted that was his concern as well as the expansion of it. He said those questions really haven't been answered.

Another concern Mr. Avants said he brought up with the lady in Planning, just something he has noticed over the years, being there 35 years living the community was when there was a heavy rain a lot of times, especially when we get a tropical storm that come through, the water comes out of that pond there and he knows there is nothing Gary and them can do about that as the pond has been there forever; he said water comes out of there and washes across right there at the intersection of Pixley Pritchard and Thomas Store Road and a lot of times the water stands there. Mr. Avants said he knew they are trying to do a little bit of something to address that there in the corner noting his concern is if these four lots, he thinks they have studied that and talked about how much water it will allow to run-off but even if it is expanded more, is that going to cause more run-off and a problem

in that corner? Mr. Avants stated he did not know that has been addressed; somebody might can answer that for them noting it was a concern.

Clarence Holloway, Jr. of 4130 Pixley Pritchard Road, Timberlake said a lot has been addressed and he didn't want to beat the dead horse and ask the Board again but stated his main concern would be, as Ms. Tabitha said, the vandalism and different things that would happen to their church. Speaking on behalf of the Church, Mr. Holloway said with there not being a police presence out there, if anything was to take place, whatever the case may be, what would be the guidelines and procedures of that? Mr. Holloway said he understood as it is, they have to maintain the structure and integrity of their building themselves from standard day-to-day use; but if there was someone to come over to the property and damage or vandalize the property from the RV Park, he wanted to know what were their guidelines and what lines they would need to take to regain some finances if they have to fix different things. He asked what would they be willing to solidify in making sure that the church was sealed off to make sure they don't have any problems with that, if this was to pass. Those were the questions Mr. Holloway wanted to ask to understand and know what those procedures would be.

A **motion** was made by Commissioner Palmer and **carried 5-0** to close the public hearing for a Special Use Permit Application, Petition SUP-04-23, by Gary Garrett for a Recreational Vehicle Park to be located along the northwest side of Thomas Store Road at Tax Map A95-26.

Mr. Hankins wanted to add a legal comment that commissioners could take into consideration all testimony that was offered by proponents and opponents but one comment about a couple of statements that were made, in particularly, about the effect of property values. He noted the statute was very clear about who can offer testimony that can be considered related to the effect on property values; the statute says that lay people (not educated nor certified on real estate valuation) are not competent to offer evidence about the effect on properties in the area.

CONSIDERATION TO GRANT OR DENY SPECIAL USE PERMIT APPLICATION, PETITION SUP-04-23, BY GARY GARRETT FOR A RECREATIONAL VEHICLE PARK TO BE LOCATED ALONG THE NORTHWEST SIDE OF THOMAS STORE ROAD AT TAX MAP A95-26:

A **motion** was made by Commissioner Palmer and **carried 5-0** to approve Special Use Permit, Petition SUP-04-23, for the Gary Garrett Recreational Vehicle Park project on Thomas Store Road, with the following conditions:

1. The Applicant obtains all required permits from the County Environmental Health Department, Planning & Zoning Department, and Inspections Department; and
2. The Applicant obtains required permits from the North Carolina Department of Environmental Quality and any other agency to achieve construction, operations, and maintenance of the Subject Property.

INFORMAL COMMENTS:

The following individual appeared before the Board to make informal comments:

Frank Stoltmann of 131 Rosewood Drive, Roxboro proposed to the Board to take consideration to pursue actions for opening up Mayo Lake for development. Mr. Stoltmann suggested that the fact that Duke Energy has a requirement from the Utilities Commission to work with the local community to replace the economic shortfalls created by the closing of the coal-fired plants and that the county retained lobbyists, an opportunity may exist while Duke Energy is motivated to replace tax value in this community that developing the property around Mayo Lake to increase tax revenues would be wise. Currently, Mr. Stoltmann said the Mayo Lake property owners were not allowed to construct permanent docks, nor to clear the land to the waterline or have riprap on the shoreline where Hyco Lake property owners are allowed to do these things. As Mr. Stoltmann understood it, Duke Energy does not control Mayo Lake however, the state environmental health and the Corps of Engineers have control. In his experience, Mr. Stoltmann said the Corps has no issues and encourages adding riprap to the shoreline of Mayo Lake. He felt the great resistance would be with environmentalists at the state that would like to keep Mayo Lake in its pristine state.

DISCUSSION/ADJUSTMENT/APPROVAL OF CONSENT AGENDA:

County Attorney Ellis Hankins commented that he had reviewed all items on the Consent Agenda and found all to be acceptable in legal form.

A **motion** was made by Vice Chairman Sims and **carried 5-0** to approve the Consent Agenda with the following items:

- A. Uniform Guidance Policies and Related Documents related to the Use and Eligibility Determination for Expenditures under the American Rescue Plan and Coronavirus State and Local Fiscal Recovery Fund:
 - a. Resolution for Eligible Use of Expenditures Under American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds by Person County,
 - b. Resolution for Allowable Costs and Cost Principles for Expenditure of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds by Person County,
 - c. American Rescue Plan Act 2021 Coronavirus State and Local Fiscal Recovery Fund Eligibility Determination and Allowable Cost Review, and
- B. Growing Rural Economics with Access to Technology (GREAT) Grant Agreement

NEW BUSINESS:

LEASE OF AIRCRAFT HANGAR AT RALEIGH REGIONAL AIRPORT AT PERSON COUNTY:

General Services Director Ray Foushee stated Person County received a verbal proposal for the lease of the county’s new corporate hangar, located at 385 Montgomery Drive, Timberlake, NC. The lessee, PMG Aero, Inc., has offered \$20,000 per month with a five-year lease term. County Attorney Ellis Hankins prepared a draft lease agreement for Board consideration, which also been provided to the potential lessee for their consideration. County Manager Katherine Cathey stated after the lessee’s review, the County Attorney revised the lease to incorporate the changes, as requested by the potential lessee. Mr. Foushee stated the revised lease provided for the following: all the utilities would be the responsibility of the lessee and the county would provide all maintenance needs. The annual rent adjustment on each annual anniversary after commencement was proposed to increase by 2.5%, and the lessee requested the escalator amount be lowered to 1.5% which is in paragraph 6 Annual Rent Adjustments. Another revision was in paragraph 18 Airport Development whereby the lessee requested a rent reduction for temporary airport closure (construction, etc.). The last revision can be found in paragraph 24b whereby the County would be entitled to receive 12 months of rent if the lessee defaults on the initial five-year lease term. Mr. Hankins reiterated that a provision was included for renewal at the termination of the stated term (5-years) that the lessee would renew and continue on a year-to-year basis including the escalator per year increase, until either party gives written notice

of intent to terminate the Lease to the other party, at least 60 days prior to the termination date or any anniversary thereof.

Mr. Foushee requested feedback from the Board as they consider approval of Lease of Aircraft Hangar at Raleigh Regional Airport at Person County.

Vice Chairman Sims stated he was not against leasing the aircraft hangar however, he wanted to reiterate the County has not had an opportunity to sale the newly constructed hangar and would not for another 5 years should the Board approve the lease before them for action.

Commissioner Puryear asked if Bill Tougas, the current FBO at the County's Airport, would answer some questions to which he was present in the audience and agreed to answer questions. Commissioner Puryear asked Mr. Tougas if the rental rate at \$20K for year one was a good rate to which he affirmed. Vice Chairman Sims asked Mr. Tougas was it hard to sale a hangar to which Mr. Tougas stated it was very hard to sale a hanger. Mr. Tougas added the lease would pay for the hangar over and over, with time, versus a sale. Chairman Powell noted that county government has a great opportunity to be in a position with this product that would produce revenue. Commissioner Thomas asked Mr. Tougas if the County was selling itself short with the \$20K rate to which Mr. Tougas said the rate was very fair.

Mr. Hankins stated the Board would have the ability to renegotiate the lease after the initial term, if so desired. He added the lessee was not required to register its aircraft in Person County.

A **motion** was made by Commissioner Palmer to approve an Aircraft Hangar Lease at Raleigh Regional Airport at Person County with PMG Aero, Inc. at the first-year rental rate of \$20,000 with the built-in escalator at 1.5%.

Mr. Hankins stated it was not entirely clear with the Secretary of State's Office related to the status of the PMG Aero, Inc., noting the principal of the company says the Secretary of State's Office has reinstated that named corporation, which was previously dissolved, noting that was not uncommon. He added the principal of the company says he has received notice verbally of the reinstatement of the named corporation, noting the last time he looked into it, it did not appear online. Mr. Hankins suggested the motion be amended to reflect that if staff cannot determine that issue with certainty that the lessee can be the principals' other named corporation, Bully Aeroplane Works and Airshows, which was listed on the Secretary of State's Office.

Commissioner Palmer **amended** his **motion**, which **carried 5-0** to approve an Aircraft Hangar Lease at Raleigh Regional Airport at Person County between Person County and Aero PMG, Inc. or another acceptable corporate entity as Lessee, as presented.

May 1, 2023

PERSON COUNTY
NORTH CAROLINA

AIRCRAFT HANGAR LEASE

RALEIGH REGIONAL AIRPORT AT PERSON COUNTY

This agreement, made and entered into on the 1st day of June 2023, by and between Person County, North Carolina, a unit of local government under North Carolina law, hereinafter called the Lessor, and Jamestown Companies, LLC, a Virginia corporation admitted and registered to do business in North Carolina as a foreign corporation, hereinafter called the Lessee.

WHEREAS, the Lessor owns and operates an airport known as the Raleigh Regional Airport at Person County, and Lessee wishes to lease from the Lessor a hangar at the airport and underlying real property, hereinafter more fully described;

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby lease from the Lessor the following premises, rights, and easements on and to the airport upon the following terms and conditions.

- 1. Hangar and Property Description:** Lessor hereby leases to Lessee the new aircraft hangar structure and associated apron and immediately surrounding and underlying real property located at 499 Montgomery Drive, Timberlake, NC 27583, as shown on the attached drawing labeled "Land Description" and bearing the street address of the hangar property. The hangar and property are more particularly described as follows:
The subject is an existing corporate aircraft hangar that was constructed in 2022 and contains 18,000 rentable square feet, of which 2,400 square feet is finished/ built-out as office space and 15,600 square feet consists of airplane hangar storage space. The subject site area is 0.7431-acres. The hangar site area is a part of a larger tax parcel/ land area. The improvements are located at the Raleigh Regional Airport at Person County, owned by Person County.
- 2. Term:** The term of this lease shall be for a period of five (5) years commencing on June 1, 2023 and terminating on May 31, 2028. If the lease is executed after June 1, 2023, it becomes effective and the lease term begins on the date of execution. In that case the rent for the first month shall be prorated as appropriate. In any event, the initial lease term will terminate on May 31, 2028.
- 3. Renewal:** At the termination of the stated term, this Lease will renew and continue automatically on a year-to-year basis, unless and until either party gives written notice of the intent to terminate the Lease, to the other party, at least 60 days prior to the termination date or any anniversary thereof. All terms and conditions of this Lease shall remain in full force and effect during the continuation of this Lease, except that the monthly rent will increase as provided below.

If the Lessee wishes to discuss renewing this lease after the expiration of the initial five-year term or successive one-year terms for more than an additional one year, Lessee shall give Lessor written notice thereof at least six (6) months prior to the expiration of the then current term. Lessor will not be obligated to renew the lease for a longer term.

4. **Rent:** Lessee agrees to pay to Lessor for the use of the premises, rights, and easements herein described a monthly rental of TWENTY THOUSAND DOLLARS (\$20,000) during Year One. Monthly lease payments (rent) are payable in advance on the commencement date and on the first day of each month thereafter, by check payable to Person County, bank automatic deposit (Automated Clearing House, or ACH transfer), or other means mutually agreed to between the Lessee and the Person County Finance Director.
5. **Deposit.** Before or upon the commencement date, Lessee shall pay to Lessor an amount equal to one month's rent as a deposit. Through the term of the lease, Lessor may apply the deposit to cover unpaid rent that is due and payable, and also damage to the hangar and property other than normal wear and tear. Lessor shall pay the remaining balance of the deposit to Lessee at the termination of the lease.
6. **Annual Rent Adjustments:** On June 1 of each successive year, the monthly rent will increase by One and One-Half Percent (1.5%). To illustrate, the monthly rent during Year Two will increase to TWENTY THOUSAND THREE HUNDRED DOLLARS (\$20,300). The monthly rent during Year Three will be 1.5% higher than that amount.
7. **Utilities and Maintenance:** The Lessee shall be responsible for payment of all utility and internet expenses (gas, electric, telephone, heat, etc.). Lessor shall be responsible for all reasonably necessary maintenance expenses.
8. **Other Fees:** Nothing herein restricts Lessor's right to impose, and Lessee's obligation to pay, any and all generally applicable other fees which Lessor may establish from time to time for Airport services and privileges.
9. **Hangar Use:** Hangar shall be used for an aeronautical purpose such as:
 - a. Storage of airworthy aircraft;
 - b. Shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft;
 - c. Non-commercial construction of amateur-built or kit-built aircraft;
 - d. Storage of aircraft handling equipment, (e.g. tow bar, glider tow equipment, work benches, tools and materials used to service aircraft); and
 - e. Storage of materials related to an aeronautical activity (e.g., balloon and skydiving equipment, office equipment, teaching tools).

Provided the hangar is used primarily for an aeronautical purpose, Lessee may store non-aeronautical items in the hangar provided they do not:

- a. Impede the movement of the aircraft in and out of the hangar;
- b. Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
- c. Impede access to other aeronautical contents of the hangar; and
- d. Violate building codes or local ordinances.

Lessee shall not conduct non-aeronautical business activities out of the hangar nor store items in support of a non-aeronautical business.

At no time shall the Lessee store any flammable material (except for fuel in the aircraft) nor shall the Lessee store explosives or other dangerous or hazardous materials, in or around the hangar, without the Lessor's prior written consent.

Lessee shall not hereafter make use of the premises in any manner which might create electrical or electronic interference with navigational signals or radio communications, impair the ability of pilots to visually distinguish the airfield, or otherwise endanger the landing, taking off, or maneuvering of aircraft. Lessor reserves the right to enter upon the premises hereby and abate any such hazard at the expense of Lessee.

Lessee shall not construct permanent improvements to the hangar structure or underlying real property without notice to and permission of Lessor, including any necessary regulatory permission.

10. Nonexclusive Rights: Lessee shall have the nonexclusive right, in common with others so authorized:

- a. To use the common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.
- b. To use the airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the Lessor to charge fees for the use of such areas.
- c. To use all access ways to and from the premises, limited to streets, driveways or sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.

11. Signs: No signs or advertising matter may be erected on the leased premises without the prior written consent of the Lessor.

- 12. Rules and Regulations:** The Lessee agrees to observe and obey all current and future laws, ordinances, rules and regulations promulgated and enforced by the Lessor and by other proper authority having jurisdiction over the conduct of operations at the airport, provided the same are consistent with the procedures proscribed or approved from time-to-time by the Federal Aviation Administration for landing and taking off of Lessee's aircraft.
- 13. Security:** Lessee shall comply at all times with all federal, state and local security and safety regulations, and other applicable requirements. The hangar shall be locked at all times when an aircraft is stored in the hangar and Lessee, or Lessee's agent, is not present at the hangar. Keys shall not be left in any unattended aircraft whether or not the aircraft is located within a hangar.
- 14. Occupants:** No person or entity may occupy the hangar except the Lessee, without the prior written consent of the Lessor. However, nothing herein shall prohibit the Lessee from permitting another person or entity to store aircraft temporarily in the Lessee's hangar. It is understood that any long-term storage requires the permission of the Lessor and any entity which permits temporary storage for profit must obtain an FBO permit from the Lessor.
- 15. Commercial Operations:** **Nothing herein shall authorize the Lessee to conduct any business operations or to act as a Fixed Base Operator (FBO) on the premises leased herein. All such activities are prohibited without the prior written approval of the Lessor. However, nothing herein shall be construed to prohibit the Lessee from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance, repair and renovation) that it may choose to perform.**
- 16. Hangar Maintenance:** The Lessor will maintain and repair the hangar, associated appurtenances, and the surrounding land in a safe, useful, painted, and orderly condition. In the event of fire or any other damage or casualty to structures owned by the Lessor, the Lessor shall repair or replace the damaged structure with a reasonable time.
- 17. Airport Maintenance:** Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing and taxi areas of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.
- 18. Airport Development:** The Lessor reserves the right to further develop and improve the airport as Lessor sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance from the Lessee. If the development of the airport requires the removal and/or relocation of the Lessee's hangar building, the Lessor and Lessee agree that such removal and/or relocation shall occur pursuant to the following terms and conditions:
- a. The Lessor will provide the Lessee with written notice at least 180 days prior to said removal and/or relocation, and
 - b. The Lessor shall, at Lessor's sole discretion, relocate the Lessee's building to a new location on the airport.

Lessor and Lessee understand that airport construction and development, including potential extension of the runway, might require temporary closure of the Airport. Accordingly, if any such closure lasts for more than two weeks, the monthly rent for the closure period will be reduced to one-half (50%) of the normal amount. In the event that closure lasts for more than two months, the monthly rent for the closure period will be reduced to one-fourth (25%) of the normal amount.

19. **Snow Removal:** The Lessor agrees to plow and remove snow, at no extra charge, from the taxiways and apron in front of the hangar, except within 10 feet of hangar doors. The manner, speed and timeliness of snow removal shall be in the sole discretion of the Lessor, and may vary from year-to-year and from snowfall-to-snowfall. Snow removal from in front of the hangar shall be accomplished only after all runways, aprons, and primary taxiways have been first cleared. Lessee hereby releases and holds the Lessor harmless from any liability for any and all damages, incurred by the Lessee, caused by or arising from the manner, speed or timeliness of the Lessor's snow removal.
20. **Right to Inspect:** Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement, or to the operation of the airport.
21. **Hold Harmless:** The Lessor shall not be liable to the Lessee for, and Lessee shall hold the Lessor harmless from, any and all claims, damages or losses caused by the acts or omissions of the Lessee, its family, guests, invitees, employees, agents, representatives or servants, relating to or arising out of Lessee's use and enjoyment of the Airport or the rights and privileges granted by this Lease. The Lessor shall not be liable for any loss or damage, not caused by negligent acts or omissions of the Lessor, which Lessee may sustain from:
 - a. Theft or burglary in or about the premises;
 - b. Delay or interruption in any utility service from any cause whatsoever;
 - c. Fire, water, rain, frost, snow, gas, odors or fumes from any source whatsoever;
 - d. Any injury to any person or damage to any property; or
 - e. Failure to keep the Airport premises, appurtenances, fixtures and/or equipment in repair.
22. **Abandonment:** If the Lessee fails to use the hangar for the purpose of storing aircraft owned by the Lessee for a continuous period of 12 months, then the Lessor may, in Lessor's sole discretion, terminate this lease.
23. **Liens and Encumbrances:** The Lessee shall neither create, nor cause or permit to be created, any lien, encumbrance, security interest or other charge, including liens for work, labor or materials furnished, or alleged to have been furnished, on the leased premises.

24. Default and Termination:

- a. **Default Defined:** Lessee shall be deemed in default upon
 - i. Failure to pay rent or any other properly imposed fee within 30 days after due date.
 - ii. The filing of any petition under the Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization.
 - iii. The commencement of any proceeding for dissolution or appointment of a receiver.
 - iv. An assignment for the benefit of creditors.
 - v. Violation of any of the other terms or conditions of this lease after written notice to cease and/or correct such violation has been served upon the Lessee by the Lessor, and after the Lessee has failed to correct such violation within thirty (30) days of service of such notice (or such later deadline as may be established in the Notice by the Lessee). Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice. In the case of a violation which cannot with due diligence be cured within a period established, the Lessee may apply to the Lessor for an extension of time within which to cure said violation.
 - b. **Effect of Default:** Default by the Lessee shall authorize the Lessor, at its sole option, to declare this lease void, to cancel the same, and to re-enter and take possession of the premises. If Lessee defaults during the initial five-year term, Lessor shall be entitled to receive twelve (12) months of rent.
 - c. **Remedies:** Except otherwise provided herein, no right or remedy herein conferred shall be considered exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute.
 - d. **Restoration of Property:** Upon termination of this lease, the Lessee shall remove all of its buildings, equipment, and property, and restore the leased premises to its original vacant condition, unless the Lessor agrees, in writing, to accept all or any part of the property which the Lessee wishes to abandon.
 - e. **Non-waiver:** Any intentional or unintentional waiver by the Lessor of any violation of this Contract by the Lessee shall not be construed or interpreted to be a waiver of any other prior, subsequent or contemporaneous violation.
- 25. Lease Transfer:** The Lessee may not assign or transfer this agreement or any interest contained herein, without the consent of the Lessor, which consent shall not be unreasonably withheld.

- 26. Subordination Clause:** This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of North Carolina relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of North Carolina.
- 27. National Emergency:** During time of War or other State or National emergency, the Lessor shall have the right to suspend this Contract, and to turn over operation and control of the Airport to the State of North Carolina and/or the United States Government. During any period when the airport shall be closed by any lawful authority, thereby restricting the use of the airport in such a manner as to interfere with the use of same by Lessee, the rent shall abate, and the period of such closure shall be added to the term of this lease so as to extend and postpone the expiration thereof.
- 28. Nondiscrimination:** The Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
- a. No person on the grounds of race, color, gender or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Lessee's Improvements.
 - b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
 - c. The Lessee shall use the Subject Property and Lessee's Improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- 29. Applicable Forum and Dispute Resolution:** This lease agreement shall be construed under North Carolina law. Any claim arising out of or relating to this lease or any alleged breach thereof, which cannot be settled between the parties by mediation or otherwise, may be filed as a civil action in Person County Superior Court.
- 30. Severability:** Any provisions in this lease agreement that are held to be invalid by any court of competent jurisdiction shall be considered deleted from this lease, but such deletion shall in no way affect any other provision herein contained so long as such deletion does not materially prejudice Lessor or Lessee in their respective rights and obligations contained in the valid remaining covenants, conditions and provisions of the lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

31. Lessor Interest and Authority: Lessor covenants that it holds good and unencumbered title to the hangar and underlying real property, that it has statutory authority to enter into this lease agreement, and that the Person County Board of Commissioners has authorized the Chairman to execute this agreement.

IN WITNESS THEREOF, the Lessor and Lessee, by and through the undersigned, have signed and set their hand and seal the day and year first above written.

LESSOR, PERSON COUNTY, NORTH CAROLINA (COUNTY OF PERSON):




Gordon Powell
Chairman, Person County Board of Commissioners

ATTEST:


Brenda Reaves
Clerk to the Board of Commissioners

STATE OF NORTH CAROLINA
COUNTY OF PERSON

I, Marianna C. Long, a Notary Public for said County and State, do hereby certify that Gordon Powell personally appeared before me this day and acknowledged that he has executed the foregoing instrument.

Witness my hand and official seal/stamp, this 1st day of June 2023.

 (SEAL)
Notary Public

My Commission Expires: 03-16-24



LESSEE, JAMESTOWN COMPANIES, LLC:

_____ (SEAL)
Rebecca Anne Forrest, Managing Member

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that Rebecca Anne Forrest personally appeared before me this day and acknowledged that he/she has executed the foregoing instrument.
Witness my hand and official seal/stamp, this _____ day of _____, 2023.

_____ (SEAL)
Notary Public

My Commission Expires: _____

LATE FINE-FREE POLICY AND PASSPORT ACCEPTANCE FACILITY:

Library Director Kayli Reyna stated at the April 10, 2023 Library Advisory Board (LAB) meeting, the LAB voted unanimously to implement a late fine-free policy and to become a passport acceptance facility in July 2023. The late fine-free policy eliminates the cumulative bill for late materials. The library will still collect fees for lost or damaged items. The library sets a fee for lost and damaged items based on the cost of the item plus a \$2 processing fee. The LAB will implement the \$35 per application passport processing fee set by the U.S. Department of State.

These two changes will be incorporated in the FY24 recommended fee schedule for approval by the Board of Commissioners in the annual budget. The new passport acceptance service will replace some or all of the lost revenues associated with the implementation of the fine-free policy and ensure that residents have access to passport services locally.

Ms. Reyna requested the Board to authorize the Library to establish a late fine-free policy and begin serving as a passport acceptance facility and indicate support for the fee changes that will be recommended in the FY24 Fee Schedule (below).

Department	Fee Type	FY2023 Adopted	FY2024 Recommended
Library			
	Overdue fines for books, audios, CDs, magazines (individual item cap \$5.00)	\$0.20 per day	No overdue fines
	Overdue fines for DVD's (individual item cap \$5.00)	\$1.00 per day	No overdue fines
	Passport processing fee	New	\$35.00

Commissioner Palmer asked Ms. Reyna if the Library would have to purchase equipment to become a passport acceptance facility to which she stated no equipment was required to become a passport acceptance facility. Ms. Reyna explained the Library would, for a fee, accept individuals' application which have attached a passport photo and the necessary fees to the state to submit to the state agency. She indicated if the Library desired to provide the service to take passport photos in the future, the costs would be minimal.

Vice Chairman Sims asked Ms. Reyna when would the service be in effect to which she noted that she and her staff would become certified to deliver this service and requested it be effective July 1, 2023.

Commissioner Puryear, a member of the Library Advisory Board, stated support for the Library Directors' request.

A **motion** was made by Commissioner Puryear and **carried 5-0** to authorize the Library to establish a late fine-free policy and begin serving as a passport acceptance facility and indicate support for the fee changes that will be recommended in the FY24 Fee Schedule, as presented.

CHAIRMAN'S REPORT:

Chairman Powell reported the following:

- Chamber of Commerce Small Business Week noting a Coffee Hour at the Golden Corral starting at 8:00am on May 2, 2023,
- Acknowledged Clerk to the Board Brenda Reaves for her support,
- Recognized County Attorney as the newly elected Chairman for the RDU Airport Authority,
- Attended a drug resources awareness event at City Hall,
- Toured the Emergency Services facility and discussed needs,
- Met with the County's representatives: Representative Ray Jeffers and Senator Graig Meyer to discuss local needs related to legislative actions,
- Continuing to stay in touch with Duke Energy pursuing regeneration at the County's two coal-fired plants that are closing, noting these plans looked favorable to the County, and
- Gave the commissioners an appreciation letter from George Auten, Jr. for the County's action to name a section of Mt. Harmony Church Road as the Lieutenant George H. Yarborough, Jr. Highway which is a tribute honoring Mr. Auten's great uncle's exemplary service over 100 years after his death.

MANAGER'S REPORT:

County Manager Katherine Cathey reported she would submit the signed Great Grant Agreement with Zitel and the state to get the construction phase of the broadband project underway, noting the County ARP funding would be used. Ms. Cathey said the RFQ for the Human Services Building would be posted to accept proposals for potential lease or purchase and at the same time, negotiations with Brixmor would continue.

COMMISSIONER REPORT/COMMENTS:

Vice Chairman Sims thanked everyone for attending and those presenting concerns.

Commissioner Palmer thanked those for attending and noted the Charters of Freedom project was progressing quickly.

Commissioner Puryear asked the County Manager to look into Mr. Frank Stoltmann's comments related to potential development of the property at Mayo Lake. He added he was very happy to hear the impact was made on a relative because the Board of Commissioners' action recognizing the service of Lieutenant George H. Yarborough, Jr.

Commissioner Thomas reported that the Department of Social Services (DSS) continues to seek out individuals interested in fostering children and should anyone be interested, he suggested they contact DSS directly.

ADJOURNMENT:

A **motion** was made by Vice Chairman Sims and **carried 5-0** to adjourn the meeting at 8:13pm.

Brenda B. Reaves
Clerk to the Board

Gordon Powell
Chairman