

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2009**

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**SENATE BILL 1445*
PROPOSED COMMITTEE SUBSTITUTE S1445-PCS65085-LM-24**

Short Title: Goldsboro-Wayne Municipal Airport/Changes.

(Local)

Sponsors:

Referred to:

May 27, 2010

A BILL TO BE ENTITLED

1 AN ACT AUTHORIZING THE CITY OF GOLDSBORO AND THE
2 GOLDSBORO-WAYNE AIRPORT AUTHORITY TO CONVEY BY PRIVATE
3 NEGOTIATION AND SALE ITS RIGHT, TITLE, AND INTEREST IN THE
4 GOLDSBORO-WAYNE MUNICIPAL AIRPORT TO WAYNE COUNTY.
5

6 The General Assembly of North Carolina enacts:

7 **SECTION 1.(a)** Notwithstanding Article 12 of Chapter 160A of the General
8 Statutes, the City of Goldsboro may convey by private negotiation and sale, with or without
9 monetary consideration, under the terms and conditions it deems proper, any or all of its right,
10 title, and interest in the following described property, known as the Goldsboro-Wayne
11 Municipal Airport, to Wayne County:

12 BEGINNING at a point on the western right-of-way of Mt. Carmel Church Road
13 and running southwesterly a distance of approximately 162 feet to the northwestern corner of
14 06-3612-17-7907; thence proceeding in a southwesterly direction a distance of approximately
15 612 feet to a point on the northern property line of 06-3612-07-5438; thence continuing along
16 this line a distance of approximately 1,301 feet to the northwestern corner of 06-3612-06-0547;
17 thence continuing along the line of 06-3612-06-0547 a distance of approximately 939 feet to a
18 point on the northeastern corner of 06-3602-85-1420; thence from that point, continuing in a
19 northwesterly direction a distance of approximately 783 feet to the northwestern corner of
20 06-3602-85-1420; thence continuing in a southwesterly direction a distance of approximately
21 1,051 feet to the northeastern property line of 06-3602-75-1582; thence extending in a
22 northwesterly direction a distance of approximately 835 feet to the northwestern property line
23 of 06-3602-75-1582; thence continuing in a southwesterly direction a distance of
24 approximately 229 feet to the southwestern corner of 06-3602-75-1582; thence continuing in a
25 southeasterly direction a distance of approximately 842 feet to a point near the northwestern
26 corner of 06-3602-74-2736; thence extending in a southwesterly direction a distance of
27 approximately 637 feet to a point on the property line of 06-3602-74-2736; thence turning and
28 extending northwesterly a distance of approximately 1,003 feet to the northwestern corner of
29 06-3602-64-5889; thence extending in a southwesterly direction a distance of approximately
30 1,092 feet to the eastern right-of-way line of Airport Road; thence running in a southerly
31 direction along the eastern right-of-way of Airport Road a distance of approximately 37 feet to
32 the southwestern corner of 06-3602-64-5889; thence turning and extending northwesterly a
33 distance of approximately 442 feet to a point on the southern property line of 06-3602-64-5889;
34 then continuing in a southeasterly direction a distance of approximately 966 feet to a point on



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1 the southern property line of 06-3602-64-5889; thence continuing in a southerly direction a
2 distance of approximately 547 feet to a point on the northern right-of-way of Aviation Road;
3 thence turning and extending in a northeasterly direction a distance of approximately 388 feet
4 to the southeastern corner of 06-3602-74-2736; thence turning and extending along the
5 right-of-way terminus for Aviation Road a distance of approximately 68 feet to the northeastern
6 property line of 06-3602-63-5707; thence turning and extending in a southwesterly direction a
7 distance of approximately 1,325 feet to a point on the northwestern corner of 06-3602-63-5707;
8 thence turning and proceeding in southwesterly direction a distance of approximately 109 feet
9 to the western property line of 06-3602-63-5707; thence proceeding southeasterly a distance of
10 approximately 1,331 feet to a point on the southern line of 06-3602-63-5707; thence turning
11 and extending in a southwesterly direction a distance of approximately 989 feet; thence turning
12 and extending in a southeasterly direction a distance of approximately 48 feet; thence turning
13 and extending in a southwesterly direction a distance of approximately 915 feet to the
14 southwestern property corner of 06-3602-62-7208; thence turning and extending in a
15 southeasterly direction a distance of approximately 930 feet; thence turning and extending in a
16 northerly direction a distance of approximately 60 feet; thence turning and following the
17 southern property line of 06-3602-62-7208 in a southeasterly direction a distance of
18 approximately 343 feet; thence extending in a northeasterly direction a distance of
19 approximately 1,976 feet to a point on the eastern property line of 06-3602-72-4566; thence
20 extending in a southeasterly direction a distance of 548 ft. to the eastern property line of
21 06-3602-72-1121; then turning and extending in a northwesterly direction a distance of
22 approximately 536 ft. to a point on the eastern property line of 06-3602-62-7208; thence
23 turning and extending in a northeasterly direction a distance of approximately 821 feet to the
24 northeastern corner of 06-3602-62-7208; thence turning and extending in a westerly direction a
25 distance of approximately 70 ft. to a point at the southeastern corner of 06-3602-84-3207;
26 thence continuing in a northerly direction a distance of approximately 2,255 ft. to the
27 southeastern property corner of 06-3602-95-7457; thence continuing in a northeasterly
28 direction a distance of approximately 1,918 ft. to a point in the eastern property line of
29 06-3612-06-0547; thence continuing in a northeasterly direction a distance of approximately
30 1,271 ft. to the southwestern property corner of 06-3612-17-7907; thence continuing on the line
31 a distance of approximately 203 ft. to the western right-of-way of Mt. Carmel Church Road;
32 thence turning and extending a distance of approximately 755 ft. to the point of beginning and
33 containing approximately 12,605,392 sq. ft., or 289.38 acres, more or less.

34 **SECTION 1.(b)** Notwithstanding Article 12 of Chapter 160A of the General
35 Statutes, the City of Goldsboro may convey by private negotiation and sale, with or without
36 monetary consideration, under the terms and conditions it deems proper, any or all of its right,
37 title, and interest in any property not included in subsection (a) of this section and owned by the
38 City of Goldsboro for the operation of the Goldsboro-Wayne Municipal Airport to Wayne
39 County.

40 **SECTION 2.** The Goldsboro-Wayne Airport Authority shall convey all real and
41 personal property owned by the Goldsboro-Wayne Airport Authority to Wayne County no later
42 than July 15, 2010.

43 **SECTION 3.** The Goldsboro-Wayne Airport Authority shall assign all of its leases
44 and contracts to Wayne County, and the assignment shall become effective July 15, 2010.

45 **SECTION 4.** Wayne County shall accept all liabilities of the Goldsboro-Wayne
46 Airport Authority beginning July 15, 2010.

47 **SECTION 5.** Chapter 927 of the 1963 Session Laws, as amended by Chapter 1006
48 of the 1987 Session Laws and S.L. 1998-20, reads as rewritten:

49 "Section 1. Airport or landing field, for the purposes of this and the Sections following, is
50 defined as any plot of land or water formally set aside, and designated as a place where aircraft
51 may land or take off.

1 "Sec. 2. The governing ~~bodies~~ body of the ~~City of Goldsboro, and of the~~ County of Wayne
2 ~~are~~ is hereby authorized to ~~jointly~~ acquire, establish, construct, own, control, lease, equip,
3 improve, maintain, operate, and regulate airports or landing fields for the use of airplanes and
4 other aircraft within the limits of ~~said~~ the County, and may use for such purpose or purposes
5 any properties suitable therefor that are now or may at any time hereafter be ~~jointly~~ owned or
6 controlled by ~~said City and the~~ County.

7 "Sec. 3. Any lands acquired, owned, controlled, or occupied by ~~said City and the~~ County for
8 the purposes enumerated in Section 2 hereof shall and are hereby declared to be acquired,
9 owned, controlled and occupied for public purpose, and ~~said City and the~~ County shall have the
10 right to acquire property for such purpose or purposes under the power of eminent domain as
11 and for a public purpose.

12 "Sec. 4. Private property needed by the ~~said City and~~ County for an airport or landing field
13 may be acquired by gift or devise or shall be acquired by purchase if ~~said City and the~~ County
14 ~~are~~ is able to agree with the owners on the terms thereof, and otherwise by condemnation, in
15 the manner provided by law under which the ~~said City and~~ County ~~are~~ is authorized to acquire
16 real property for public purposes, other than street purposes, or if there be no such law, in the
17 manner provided for and subject to the provisions of the condemnation law. The purchase
18 price, or award, for property acquired for an airport or landing field may be paid for by
19 appropriation of monies available therefor, or by the application of any funds derived by ~~said~~
20 ~~City or by said~~ the County from the sale of any lands now or heretofore or hereafter owned for
21 airport or landing field purposes or other purposes, or wholly or partly from the proceeds of the
22 sale of bonds of ~~said City or of said~~ the County as the governing bodies of ~~such City and the~~
23 County shall determine.

24 "Sec. 5. The power to acquire lands by condemnation herein granted to the ~~said City and~~
25 County for the purpose of such airport or landing field shall embrace the power to acquire by
26 condemnation any dwelling, yard, orchard, garden, kitchen, burial ground, graveyard or
27 cemetery located or situate upon the lands found necessary to be acquired for such purpose; and
28 in the event there are graves located upon such lands which may be necessary to be acquired by
29 condemnation, it shall be lawful for ~~said City and the~~ County, after thirty days' notice to the
30 surviving husband or wife, or next of kin of the deceased buried therein, or the person in
31 control of such graves, if any are known, and if not known, then after publishing a notice once
32 a week for four (4) weeks in a newspaper published in Wayne County, to open any such graves,
33 and to take therefrom any dead body, or part thereof buried therein, and anything interred
34 therewith, and to remove and reinter the same in some other cemetery or suitable place in the
35 same county to be selected by the next of kin, or the welfare officer of the County or by the
36 Clerk of the Superior Court of said County in the order named. Due care shall be taken to do
37 said work in a proper and decent manner, and, if necessary, to furnish suitable coffins or boxes
38 for reintering said remains. Due care shall also be taken to remove all tombstones and other
39 markers from said graves, and to protect and replace all such tombstones or other markers so as
40 to leave the new grave in as good condition as the former one. All of said work shall be done
41 under the supervision and direction of the welfare officer of the County, if one, or his
42 representatives, but if there is no welfare officer, then under the supervision and direction of the
43 Clerk of the Superior Court of said County, or his representatives. All the expense connected
44 with said work, including the actual expense of one of "next of kin" in attending to same, if one
45 does attend, shall be borne by the ~~said City and~~ County doing or causing same to be done.

46 "Sec. 6. The governing ~~bodies of said City and County and each of them~~ are body of the
47 County is hereby authorized to appropriate and use from the net proceeds derived by the ~~said~~
48 ~~City or~~ County from the operation of any public utility, or from funds derived from any source
49 other than ad valorem taxes, sums sufficient to carry out the provisions of this Act as to the
50 establishment and maintenance of any ~~airport in such proportion and upon such equal basis as~~
51 ~~may be determined upon by a joint board to be appointed by the governing bodies of the said~~

1 ~~City and County; provided airport. However,~~ nothing herein shall be construed to permit the
2 governing ~~bodies of said City or~~body of the County to issue bonds under the provisions of this
3 Act without a vote of the people.

4 "Sec. 7. The ~~joint~~ board to be appointed by the governing ~~bodies of the said City and~~body
5 of the County shall be appointed as follows:

6 ~~Said City shall be entitled to have three (3) representatives on said board and the~~
7 ~~representatives shall be appointed biennially by a majority of the governing body of the said~~
8 ~~City, at the first regular meeting in January. Said representatives shall hold office from their~~
9 ~~appointment until their successors are appointed and qualified and until the first regular~~
10 ~~meeting of the governing body in the second January thereafter, when successors shall be~~
11 ~~appointed.~~

12 ~~Said~~The County shall be entitled to have ~~three (3)~~six representatives on ~~said~~the board and
13 the representatives shall be appointed biennially by a majority of the board of county
14 commissioners of said County at the first regular meeting in January. ~~Said~~The representatives
15 shall hold office from their appointment until their successors are appointed and qualified and
16 until the first regular meeting of the board of county commissioners in the second January
17 thereafter, when successors shall be appointed. The ~~said~~board so appointed by the governing
18 ~~bodies of the City and~~body of the County shall be known as the "~~Goldsboro Wayne Airport~~
19 ~~Authority~~". "Wayne County Airport Authority." Upon the occurrence of any vacancy on ~~said~~
20 ~~the board, said~~the vacancy shall be filled within sixty (60) days after notice thereof by a
21 majority of the governing body of the ~~City or County which has a vacancy within its~~
22 ~~representation.~~County.

23 "Sec. 8. ~~The board, appointed as herein provided by the governing bodies of said City and~~
24 ~~County,~~The County shall act in an administrative capacity and it is hereby authorized and
25 empowered:

26 (a) To establish, construct, control, lease, maintain, improve, operate and regulate joint
27 airports and landing fields established under the provisions of this Act; to have complete
28 authority over any airport or landing field ~~jointly~~acquired, established, or constructed by ~~said~~
29 ~~City and County represented on said board.~~the County.

30 (b) (1) To adopt, repeal, amend, readopt rules, regulations, laws and ordinances not
31 inconsistent with this Act, for its own government, management and
32 operation; and

33 (2) To adopt, repeal, amend and readopt rules, regulations and ordinances with
34 respect to traffic on and use of streets, alleys, driveways, roadways, parking
35 areas, crosswalks and safety areas (not included in the public road system of
36 the State of North Carolina) located within the territorial limits of the lands
37 comprising the ~~Goldsboro Wayne Airport,~~Wayne County Airport, including
38 by way of illustration but not in limitation of the authority herein granted,
39 the establishment of routes of traffic, the regulation of speed, the location of
40 parking areas, the regulation and prohibition of parking and standing in
41 designated areas and on said streets, driveways, alleys and roadways, the
42 prohibition of obstruction thereof, the prohibition of vehicles and pedestrians
43 on the aprons, ramps, taxiways, runways and other designated parts of the
44 Airport.

45 (3) To adopt, repeal, amend and readopt rules, regulations, and ordinances with
46 respect to the use of the Airport and its facilities by the public, including by
47 way of illustration but not in limitation of the authority granted, the Terminal
48 Building, the ramps, aprons, hangars, taxiways, runways, water plants and
49 shops, and to prohibit the use of, occupation of, or trespass upon any part
50 thereof.

1 (c) To lease real or personal property under the supervision of or administered by the
2 Authority, ~~without the joinder in the lease agreements of the owning units of local government,~~
3 ~~to wit, the County of Wayne and the City of Goldsboro, County~~ for purposes that the ~~board~~
4 County considers advantageous or conducive to the development of the Airport and that are not
5 inconsistent with the grants and agreements under which the Airport is ~~held by the owning~~
6 ~~units of local government held.~~ The term of a lease to the City of ~~Goldsboro, Wayne County,~~
7 Goldsboro or Wayne Community College may not exceed 50 years. The term of a lease to any
8 other lessee may not exceed 20 years.

9 (d) To contract with persons, firms or corporations for terms not to exceed twenty (20)
10 years, for the operation of airline-scheduled passenger and freight flights, non-scheduled
11 flights, and any other airplane activities, not inconsistent with said grant agreements under
12 which the airport property is held by the owning municipal corporations, and to charge and
13 collect reasonable and adequate fees, charges and rents for the use of such property or for
14 services rendered in the operation thereof.

15 (e) To operate, own, control, regulate, lease or grant to others the right to operate any
16 airport premises, restaurants, apartments, hotels, motels, tracks, motion picture shows, cafes,
17 soda fountains, or other businesses, amusements or concessions for a term not exceeding
18 twenty (20) years, as may appear to said ~~Authority~~ County advantageous or conducive to the
19 development of said Airport.

20 (f) To erect and construct buildings, hangars, shops and other improvements and
21 facilities, not inconsistent with or in violation of the agreements applicable to and the grants
22 under which the real property of the Airport is held; to lease the same for a term or terms not to
23 exceed twenty (20) years, to borrow money for use in making or paying for such improvements
24 and facilities, secured by and on the credit only of the lease agreements in respect thereto, to
25 pledge and assign such leases and lease agreements as security for loans herein authorized.

26 (g) To expend funds appropriated from time to time by ~~said City and County, jointly or~~
27 ~~severally, for joint airport~~ the County for airport purposes, and to appropriate and expend for
28 airport purposes funds received by it from fees, charges, rents and dues arriving out of the
29 operation of said Airport, the facilities, improvements and concessions located thereat or
30 operated thereon.

31 (h) ~~To enter into contracts and to pledge the credit of the said Airport Authority to the~~
32 ~~extent herein authorized; provided, however, that neither said Airport Authority nor the~~
33 ~~individual members thereof shall have authority to pledge the credit of or contract for the City~~
34 ~~of Goldsboro or the County of Wayne.~~

35 (i) To contract and deal with the Federal Aviation Authority of the United States
36 Government and any other representative or agency of said government relating to the grading,
37 constructing, equipping, improving, maintaining and operation of airports and landing fields
38 acquired under the authority of this Act.

39 "Sec. 9. A majority of the ~~Goldsboro-Wayne~~ Wayne County Airport Authority members
40 shall control its decisions. Each member of the Authority, including the chairman, shall have
41 one vote. The Authority shall elect annually in April, from among its members, a chairman, a
42 vice chairman, a secretary and treasurer. In the absence of rules of the Authority in respect
43 thereof, the Authority shall meet at such places and times as the chairman shall designate. Each
44 member of said Authority shall take an oath of office to faithfully perform his duties. All
45 members of said Authority shall serve without compensation.

46 "Sec. 10. The ~~Goldsboro-Wayne~~ Wayne County Airport Authority shall in no case be liable
47 for damages for injuries to persons or property caused by or growing out of fueling, refueling
48 or servicing any airplane at said Airport, or from falling, exploding and burning airplanes.
49 Members of said Authority shall not be personally liable in any manner for their acts as
50 members of the Authority, except for misfeasance or malfeasance.

1 "Sec. 11. The Authority shall operate under a budget on a fiscal year basis from July 1 to
2 June 30, and shall make its requests for appropriations from the ~~City of Goldsboro and the~~
3 County of Wayne in the same manner as that provided under the Fiscal Control Act, and shall
4 maintain complete and adequate records of all receipts and disbursements to be audited and
5 reported thereon at least annually to the ~~City of Goldsboro and~~ County of Wayne as required by
6 the aforesaid Fiscal Control Act. The treasurer shall furnish bond in some surety company
7 authorized to do business in North Carolina, in the amount to be fixed by the Wayne County
8 Board of ~~Commissioners and the Board of Aldermen of the City of Goldsboro.~~ Commissioners.

9 "Sec. 12. It is hereby declared to be the policy of the State of North Carolina to promote,
10 encourage and develop air transportation, service and facilities in connection with the
11 commerce of the United States and to foster and preserve air transportation; and the area
12 including the County of Wayne ~~and the City of Goldsboro~~ is hereby declared to be an area
13 which should be developed in connection with the interior of the State of North Carolina and
14 other states and it is hereby declared to be necessary and desirable and in the public interest of
15 the entire State that there shall be established air transportation facilities in such area in
16 accordance with the provisions of the Acts of Congress and the laws of this State. The ~~joint~~
17 Authority established pursuant to the provisions of this Act shall be regarded as performing an
18 essential governmental function in undertaking the construction, maintenance and operation of
19 the facilities herein provided for and in carrying out the provisions of this Act, and shall be
20 required to pay no taxes or assessments upon any of the property acquired or used by it for such
21 purposes. Except as herein specifically otherwise provided, the provisions of Chapter 63 of the
22 General Statutes of North Carolina shall be applicable to the ~~joint~~ Authority herein established.
23 To the extent that G.S. 63-53 requires that the ~~Goldsboro-Wayne~~ Wayne County Airport
24 Authority follow the provisions of G.S. 160A-272, G.S. 160A-272 shall be applied by
25 substituting 'the maximum term provided in Section 8 of this act' for '10 years' in each place
26 those words and figures appear.

27 "Sec. 13. All rules, regulations and ordinances adopted pursuant to the authority of this Act
28 shall be recorded in the proceedings of the ~~Goldsboro-Wayne~~ Wayne County Airport Authority
29 and Wayne County and a true copy of all such rules, regulations and ordinances, certified under
30 the hand of the secretary and the seal of the ~~Authority,~~ Authority or the clerk to the Board of
31 County Commissioners of Wayne County, shall be filed with the Board of County
32 ~~Commissioners of Wayne County and the Board of Aldermen of the City of Goldsboro.~~ County.

33 The ~~Goldsboro-Wayne~~ Wayne County Airport Authority and Wayne County shall cause to
34 be posted at appropriate places on the ~~Goldsboro-Wayne~~ Wayne County Airport, notice to the
35 public of applicable rules, regulations and ordinances pertaining to the
36 ~~Goldsboro-Wayne~~ Wayne County Airport.

37 Any person violating any rule, regulation or ordinance adopted pursuant to Section 8 (b) (2)
38 and (b) (3) shall be guilty of a misdemeanor and upon conviction shall be punishable by a fine
39 not exceeding fifty dollars (\$50.00) or imprisonment not exceeding thirty (30) days.

40 "Sec. 14. This Act shall apply only to ~~the City of Goldsboro and~~ the County of Wayne.

41 "Sec. 15. If any part or parts of this Act shall be held to be unconstitutional, such
42 unconstitutionality shall not affect the validity of the remaining parts of this Act. The General
43 Assembly expressly declares that it would have passed the remaining parts of this Act, if it had
44 known that such part or parts thereof would be declared unconstitutional.

45 "Sec. 16. This Act shall take effect from and after its ratification."

46 **SECTION 6.** The terms of the three representatives appointed by the City of
47 Goldsboro to serve on the Goldsboro-Wayne Airport Authority shall expire on July 15, 2010.
48 Within 30 days after this act becomes law, the governing body of Wayne County shall appoint
49 three representatives to the Wayne County Airport Authority, as enacted by Section 5 of this
50 act, to hold office until their successors are appointed in the manner set forth in Chapter 972 of

1 the 1963 Session Laws, as amended by Chapter 1006 of the 1987 Session Laws, S.L. 1998-20,
2 and Section 5 of this act.

3 **SECTION 7.** The General Assembly hereby ratifies the action of the North
4 Carolina Local Government Commission in approving the loan and financing agreement from
5 Branch Banking & Trust to the Goldsboro-Wayne Airport Authority on December 4, 2007, and
6 authorizes Wayne County to make payments pursuant to the financing agreement.

7 **SECTION 8.** Nothing in this act shall be deemed to affect any pending litigation
8 involving the Goldsboro-Wayne Municipal Airport or the Goldsboro-Wayne Airport Authority.

9 **SECTION 9.** This act is effective when it becomes law.