

NORTH CAROLINA

WAYNE COUNTY

The Wayne County Board of Commissioners met on Tuesday, April 6, 2021 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: George Wayne Aycock, Jr., Chairman; Freeman Hardison, Jr., Vice-Chairman; Barbara Aycock; Joe Daughtery; Bevan Foster; Chris Gurley; and Antonio Williams.

Members absent: None

Briefing Session

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

The briefing began at 8:01 a.m. with County Manager Craig Honeycutt reviewing the agenda.

Planning Director Berry Gray explained the 9:30 a.m. Public Hearing regarding NCGS 160D.

Finance Director Allison Speight reviewed the budget amendments and answered questions from the Board.

Staff Attorney Andrew Neal reviewed the Open Broadband Lease and Charles Brown spoke about Wayne County's aggressive approach to providing broadband service and the necessity for the service, especially during the pandemic. He thanked the Board for being one of the most progressive counties in the state in terms of expanding broadband. Chairman George Wayne Aycock, Jr. thanked former Commissioner William H. Pate for starting the project and being determined to see it through.

Recess the Board of Commissioners Meeting

At 8:35 a.m., Chairman George Wayne Aycock, Jr. recessed the meeting of the Board of Commissioners.

Reconvene the Board of Commissioners Meeting

At 8:45 a.m., Chairman George Wayne Aycock, Jr. reconvened the meeting of the Board of Commissioners.

Briefing Session (Continued)

Staff Attorney Andrew Neal reviewed and explained the bylaws for the Wayne County Commissioners Council for the Older Adults.

County Manager Craig Honeycutt explained the Mosely Architects contract addendum and passed out the new contract. Finance Director Allison Speight requested the language, "and appropriate budget amendment" be added to the motion when presented.

Call to Order

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

Invocation

Commissioner Barbara Aycock gave the invocation.

Pledge of Allegiance

Vice-Chairman Freeman Hardison, Jr. led the Board of Commissioners in the Pledge of Allegiance to the Flag of the United States of America.

Approval of Minutes

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved the minutes of the regularly scheduled meeting of the Board of Commissioners on March 16, 2021.

Discussion/Adjustment of Agenda

County Manager Craig Honeycutt made the following adjustments to the agenda:

- Remove #6 under Special Presentations.
- Add "Recognize First Responders" as #1 under Special Presentations.
- Add Resolution #2021-11: A Resolution Requesting the Naming of a section of future Interstate 42 for Mayor Chuck Allen, to #9 under Consent Agenda.

Upon motion of Commissioner Joe Daughtery, the Board of Commissioners unanimously approved and authorized the adjusted agenda.

Recognition of First Responders

County Manager Craig Honeycutt recognized the First Responders who participated in the water rescue/recovery during the recent drownings on the Neuse River. He introduced Wayne County employee Randy Rogers who led the efforts.

Mr. Rogers expressed his condolences to the Holman family and explained the additional resources and unified command that participated. He thanked the volunteers and expressed how instrumental the support of the County was for the First Responders. Mr. Rogers then introduced Chief Tommy Baker of Mar Mac Volunteer Fire Department.

Chief Baker thanked local businesses for their support, as well as the Office of Emergency Services and county staff who helped with many aspects, including the paperwork that is required during such emergencies. He said the Command Center helped them with their daily planning, and he thanked the other fire departments, in-state, and out-of-state agencies who assisted in the search. He said the operation went smoothly.

Commissioner Antonio Williams thanked them for their hard work and service.

Commissioner Barbara Aycock thanked them for being true warriors and stated the family was appreciative of their efforts.

Sheriff Larry M. Pierce thanked Randy Rogers and Chief Tommy Baker, as well as Public Information Officer Joel Gillie and EMS Director Dave Cuddeback. He said it was a unified command, something those involved in emergency services understand, and that the operation was run flawlessly.

Commissioner Chris Gurley stated Wayne County is #1 because of people like them.

Chairman George Wayne Aycock, Jr. thanked everyone involved and said Wayne County is blessed to have these people representing our County. He said Rogers and Baker were great leaders.

Commissioner Freeman Hardison, Jr. thanked Rogers and Baker and Johnston County for their mobile command center. He expressed his condolences to the Holman family and encouraged everyone to give to their 'GoFundMe' page.

Presentation of the Partnership for Children of Wayne County Program by Valerie Wallace

Valerie Wallace with Partnership for Children of Wayne County presented information on the program, attached hereto as Attachment A.

Motion to Approve Week of the Young Child Proclamation

Blair Cox presented the Week of the Young Child Proclamation, attached hereto as Attachment B.

Upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously approved the Week of the Young Child Proclamation.

Recess the Board of Commissioners Meeting

At 9:35 a.m., Chairman George Wayne Aycock, Jr. recessed the meeting of the Board of Commissioners.

Reconvene the Board of Commissioners Meeting

At 9:43 a.m., Chairman George Wayne Aycock, Jr. reconvened the meeting of the Board of Commissioners.

Motion to Approve Child Abuse Prevention Month Proclamation

Kriquette Davis presented the Child Abuse Prevention Month Proclamation, attached hereto as Attachment C.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved the Child Abuse Prevention Month Proclamation.

Motion to Adopt Resolution #2021-5: A Resolution Requesting Naming the Mark Edwards Road Bridge (#121) for the late Chief Donald M. Gray

Chairman George Wayne Aycock, Jr. presented Resolution #2021-5: A Resolution Requesting Naming the Mark Edwards Road Bridge (#121) for the late Chief Donald M. Gray, attached hereto as Attachment D. He stated the family has collectively, spent more than 100 years as First Responders.

Upon motion of Chairman George Wayne Aycock, Jr., the Board of Commissioners unanimously approved Resolution #2021-5.

Motion to Approve Month of the Military Child Proclamation

County Manager Craig Honeycutt presented the Month of the Military Child Proclamation, attached hereto as Attachment E.

Upon motion of Commissioner Joe Daughtery, the Board of Commissioners unanimously approved the Month of the Military Child Proclamation.

Presentation of the WORKS Initiative by Wayne Community College Director of Wayne Business & Industry Center Craig Foucht

Wayne Community College Director of Wayne Business & Industry Center Craig Foucht presented the WORKS Initiative, attached hereto as Attachment F.

Vice-Chairman Freeman Hardison, Jr. thanked Mr. Foucht for his presentation.

Commissioner Chris Gurley commented on the need for service-oriented and trade workers.

Commissioner Barbara Aycock commented on manufacturing's focus.

Chairman George Wayne Aycock, Jr. spoke on how well Wayne Community College, the Wayne County Public Schools, and Mt. Olive University worked together in this effort.

Recognition of Wayne County Staff for COVID-19 Efforts by County Manager Craig Honeycutt

County Manager Craig Honeycutt recognized multiple departments for their continuous support and help throughout the COVID-19 pandemic. He stated he wanted to publicly apologize to the staff for the yeomen's work done at the call center and vaccine center over the past months, without recognition. He stated he did not intentionally overlook the Public Library, Senior Center, and Board of Elections employees who have been present at both sites on a consistent basis.

Lisa Weston from the Senior Center said it was truly an honor to help the community and stated the seniors were very thankful for the vaccines.

10:29 A.M. Public Hearing to Receive Public Comments on Proposed Amendments to the Wayne County Zoning and Subdivision Ordinances, Amending Various Sections to Comply with Recent Updates to NCGS 160D.

Planning Director Berry Gray presented the proposed amendments to the Wayne County Zoning and Subdivision Ordinances, attached hereto as Attachment G.

No one presented themselves for comment.

The Public Hearing was closed at 10:31 a.m.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved the Amendment to the Wayne County Zoning and Subdivision Ordinances, Amending Various Sections to Comply with Recent Updates to NCGS 160D.

Appointment Committee

Upon motion of Commissioner Chris Gurley, the Board of Commissioners unanimously approved the appointment of Mr. Terry Kay Potter as the Pricetown Volunteer Fire Department Fire Commissioner, replacing the late Mr. Dortch Price, as recommended by the Board of Pricetown Volunteer Fire Department.

Upon motion of Commissioner Chris Gurley, the Appointment Committee recommended the reappointment of Mr. Donald B. Barnes to the Wayne Community College Board of Trustees, as recommended by the Wayne Community College Board of Trustees. The Board will vote on this reappointment at the April 20, 2021 meeting.

Upon motion of Commissioner Chris Gurley, the Appointment Committee recommended the reappointments of Ms. Nancy Delia and Mr. Charles Gibson to the Commissioners' Council for Older Adults, as recommended by the Services on Aging Director, Paula Edwards. The Board will vote on this reappointment at the April 20, 2021 meeting.

Upon motion of Commissioner Chris Gurley, the Board of Commissioners unanimously approved the reappointments of Mr. Isaac Artis and Mr. Gene Howell to the Fremont Planning Board.

Consent Agenda

Upon motion of Commissioner Joe Daughtery, the Board of Commissioners unanimously approved and authorized the following items under the consent agenda:

1. Application for Present Use Value.
2. Budget Amendments.
 - a. Detention Center - #333

- b. Health Dept. - #342
- c. Soil & Water - #346
- d. Health Dept. - #347
- e. Library - #351
- f. Health Dept. - #353
- g. Soil & Water - #354
- h. Sheriff's Office - #355
- i. DSS - #356
- j. DSS - #357
- k. Sheriff's Office - #358
- l. Jetport - #361
- m. Register of Deeds - #365
- n. WCDA - #368 and #369
- o. Sheriff's Office - #371

3. Motion to Approve Awarding the Contract for Engineering, Planning, and General Consulting Services for the Wayne Executive Jetport to WK Dickson, subject to approval by the County Attorneys, attached hereto as Attachment H.

4. Motion to Adopt Resolution #2021-9: A Resolution Adopting the Thirty-Seventh Amendment to the Position Classification and Pay Plan for Wayne County, North Carolina, attached hereto as Attachment I.

5. Motion to Approve Leasing of Space on eight (8) Communication Towers, identified in the public notice of March 5, 2021, as well as unused space on County owned/controlled buildings, to Open Broadband, LLC, for the installation and maintenance of wireless broadband service system equipment for a term not to exceed five (5) years, attached hereto as Attachment J.

6. Motion to Approve Bylaws for the Wayne County Commissioners' Council for Older Adults, attached hereto as Attachment K.

7. Motion to Adopt Resolution #2021-10: A Resolution of the County of Wayne, North Carolina, declaring its official intent to reimburse expenditures for a new Fremont Elementary School under United States Department of Treasury Regulations, attached hereto as Attachment L.

8. Motion to Adopt Resolution #2021-8: A Resolution awarding Service Weapon to Sergeant Randy Powell, attached hereto as Attachment M.

9. Motion to Adopt Resolution #2021-9: A Resolution requesting the naming of a portion of the future Interstate 42 in Honor of Mayor Chuck Allen, attached hereto as Attachment N.

Discussion of Jail Renovation Contract Addendum with Moseley Architects

County Manager Craig Honeycutt presented the proposed Jail Renovation Contract Addendum with Moseley Architects, attached hereto as Attachment O.

Upon motion of Commissioner Joe Daughtery, the Board of Commissioners unanimously approved the Jail Renovation Contract Addendum with Moseley Architects, and appropriate budget amendment.

Public Comments

Mr. Dennis Lewis discussed the flash drive he asked to play at a Board of Commissioners meeting one year ago. He expressed his concerns regarding fireworks safety. He discussed the code of ethics as it relates to the Board of Commissioners. Commissioner Antonio Williams apologized to Mr. Lewis for him not receiving his request from a year ago.

Mr. Bobby Jones expressed his concerns regarding residents near the HF Lee facility and his concerns for pollution to air, land, and water. He asked questions regarding spills of coal ash and requested the Board of Commissioners to conduct an investigation into Duke Energy regarding the coal ash ponds. Vice-Chairman Freeman Hardison, Jr. asked for the date of the breach to which Mr. Jones referred.

County Manager's Report

County Manager Craig Honeycutt read notes from Health Director Dr. Brenda Weis regarding vaccinations against COVID-19, some of which stated: vaccinations are now available to everyone; over 20,000 vaccines were administered last week; the Health Department is averaging 5,000 a week for the past three weeks; both Moderna and Pfizer are being administered and the department is asking for the Johnson & Johnson vaccine as well, particularly for those incarcerated; a big surge is expected in the next two weeks; those needing vaccines can sign up online at www.waynegov.com. Mr. Honeycutt thanked everyone in Wayne County supporting the efforts. He also shared the Emergency Medical Dispatch (EMD) video created by Public Affairs and thanked 911 Director Chris Barnes for embracing the program and working hard to get it implemented, and thanked the Board for approving the program and the budget.

Board of Commissioners Committee Reports

Commissioner Antonio Williams expressed his condolences to the Holman family, as well as the Darden/Coley family.

Commissioner Joe Daughtery reported to the Board and community regarding meetings with the Facilities Committee and the Board of Education. He explained how the matching \$5 million needed to get the \$15 million grant funding was in addition to a \$2 million/year loss of lottery funding. He said preliminary discussions are being held with the Board of Education and they hoped to have a solution soon on how to fund the grant.

Commissioner Chris Gurley stated it was a taxing day emotionally; beginning with the First Responders, all volunteers, being out there for a week despite their paying jobs. He called them true heroes. He then stated Donald Gray was like a brother to him and naming the bridge for him was very appropriate and thanked the Board for passing the resolution. He then spoke of Wilber Shirley who passed away and stated he would be missed.

Commissioner Bevan Foster had no comment.

Commissioner Barbara Aycock stated it had been a sad week; the loss of a child and a husband. She said the family was appreciate for those who supported them and offered her condolences to the Holman family. She also encouraged everyone to give to the GoFundMe page.

Vice-Chairman Freeman Hardison, Jr. stated his heart goes out to the Holman family and asked everyone to give to the GoFundMe page if they could. He thanked Johnston County for use of their Command Center and said the Board should think about one for the County. He thanked Craig Foucht again for his PowerPoint presentation.

Chairman George Wayne Aycock, Jr. said the employers of First Responders should be thanked for allowing them to work situations like the tragic drowning and be away from their job. He shared the history of the Johnston County Command Center and said the first time it was used was the Wayne Community College shooting. He also shared stories of Wilber Shirley and said he would be missed.

Closed Sessions

At 11:09 a.m., upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously declared itself in closed session to discuss a business in Wayne County, to consider the purchase of real estate, and 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 1:20 p.m., upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously declared itself in regular session.

Motion to Approve the Agreement between the County of Wayne and the City of Goldsboro for up to four (4) acres at The Maxwell Center site for a Hotel

County Manager Craig Honeycutt explained the agreement reached with the City of Goldsboro for acreage at The Maxwell Center site for a hotel, attached hereto as Attachment P. He stated the City had agreed to the option requested by the County and hotel developer, and added the forgiveness of the City's one-half (1/2) of the debt on the retainment pond, or approximately \$69,000.00.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved the Agreement between the County of Wayne and the City of Goldsboro for up to four (4) acres at The Maxwell Center site for a hotel, and the forgiveness of one-half (1/2) of the debt on the retainment pond, or approximately \$69,000.00.

Adjournment

At 1:22 p.m., Commissioner George Wayne Aycock, Jr. adjourned the meeting of the Wayne County Board of Commissioners.

A handwritten signature in black ink, reading "Carol Bowden". The signature is fluid and cursive, with the first name "Carol" and last name "Bowden" clearly distinguishable.

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



Partnership for Children of Wayne County



▶ Vision:

- ▶ The Partnership for Children unites the community to effectively support and empower families, prepare children to succeed in school and encourages continuous learning for educators of young children, therefore contributing to the economic vitality of Wayne County.

▶ Mission:

- ▶ The Partnership for Children provides or connects families with early care and education, health, and family support services needed for young children.
- ▶ Smart Start agency-national model.
- ▶ Began in Wayne County in 1998.
- ▶ 501 (c) 3 non profit corporation.
- ▶ Acts as a funding source for all early childhood programs(0-8 years) within Wayne County.





800 N. William Street, Goldsboro, NC
Old Borden Manufacturing office building



The Partnership for Children focuses on three areas

➤ Early Care and Education (Quality, Accessibility and Affordability)

Child Care Resource and Referral

Raising a Reader (WCPL)

WAGE\$ Salary Supplement

Child Care Subsidy and Subsidy Administration (\$669,000 to DSS)

North Carolina Pre K (3.8 million)

➤ Family Support

Incredible Years(Children's Trust-DHHS)

Parents as Teachers

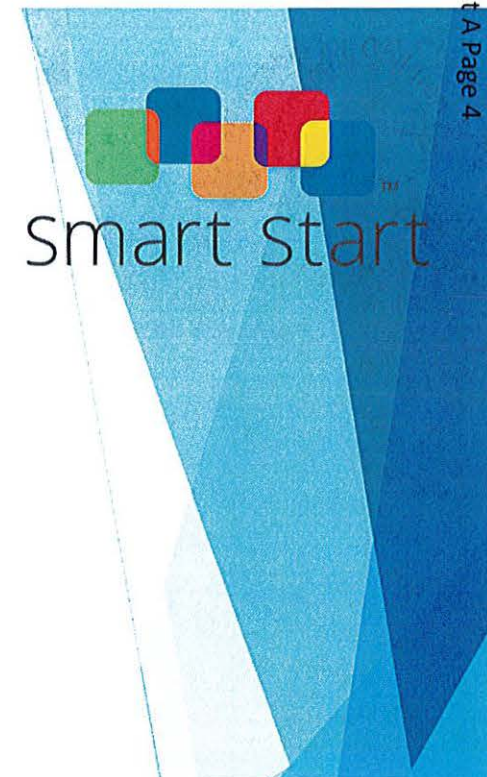
Triple P-Positive Parenting Program(United Way)

➤ Health Related

Health Service Team-(Health Dept.)

Safe Kids Wayne County

Dolly Parton Imagination Library





Funding of Services

- ▶ Total Budget: \$5.5 million
 - ▶ Smart Start funding: \$1.7 million
 - ▶ NC Pre Kindergarten: \$3.8 million
 - ▶ United Way Funding: \$17,000
 - ▶ Grants: approx. \$60,000
-
- ▶ 70% of state funds must be spent on early care and education programs
 - ▶ 30% of funding must be directed to DSS subsidy
 - ▶ 19% match of state funds=\$345,000



Smart Start





Want to Know More?

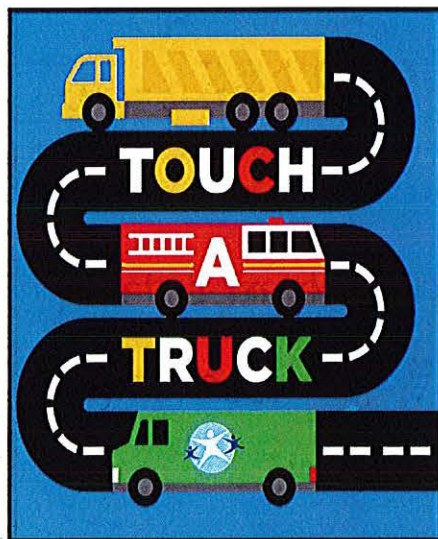
Website: www.pfcw.org

Facebook: Partnership for Children of Wayne County/Smart Start

Instagram: pfcwayne Twitter: PartnershipWayn



Questions? 919-735-3371



Touch a Truck

May 22, 2022

Lobster/Shrimpfest

September 17, 2021



#WayneWORKS

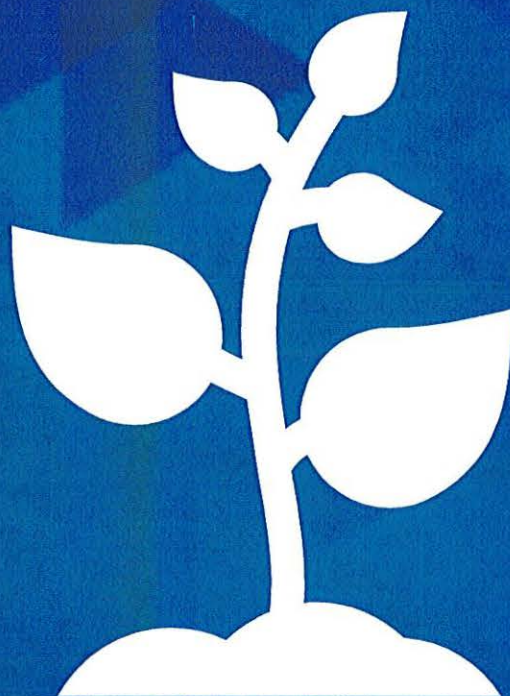
Wayne Occupational Readiness Keys for Success



WORKS Partnership

- The WORKS Partnership includes:
 - Wayne County Public Schools
 - Wayne Community College
 - The County of Wayne
 - NCWorks Career Center
 - Other Community Partners
 - Private Businesses
- We can achieve greatness together!
 - North Carolina's first Work Ready Community – ACT (2008)





Homegrown Talent Initiative



Highlights

- A countywide approach to developing a talent pipeline that meets local workforce needs
- Collaboration with business, education, and community leaders to engage students of all ages
- Does not “re-invent the wheel,” but rather expands existing successful programs

Manufacturing Overview



1

Largest private sector industry

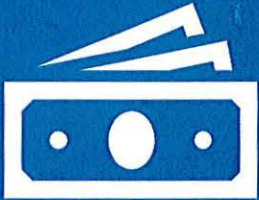
+17.1%

% change (2010-20)
NC +7.3%



Fastest Growing

Revenue



\$2.8B

Property Income
(2020)

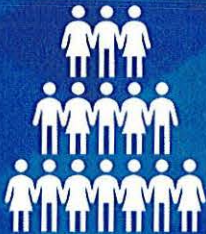
\$442.6M

Taxes
(2020)

\$5.7B

Total GRP
(2020)

Workforce



37,393

Jobs
(2020)

\$64,979

Avg Earnings
(2020)

1,815

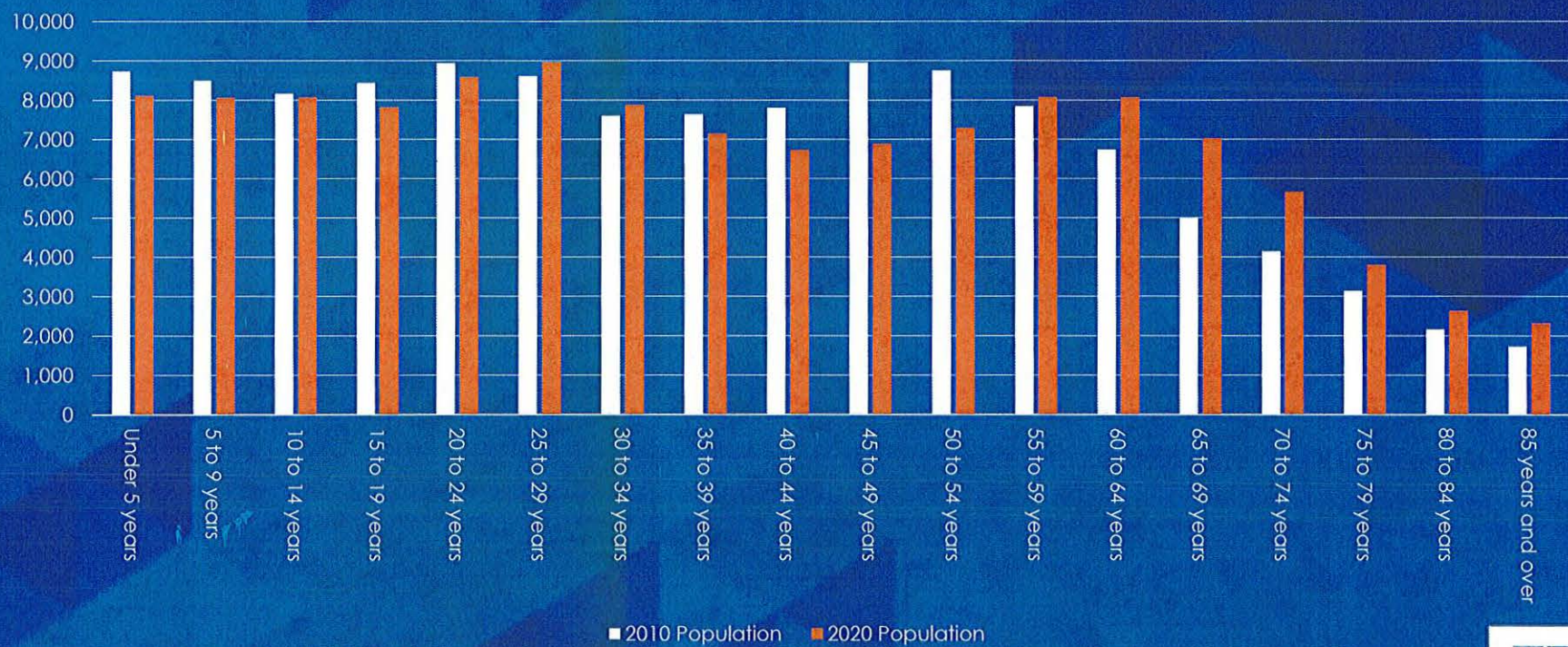
Additional Jobs
(2025)



Issues!

- At-risk students in our community lack educational attainment and/or skills necessary to obtain employment with family-sustaining wages.
- Employers in our fastest growing sectors have issues acquiring the talent necessary to grow and expand their business.
- How will we meet future demands as the Global Transpark Economic Region brings new industry to our community?

A Flat Population!



What is the Homegrown Talent Initiative?

- The Homegrown Talent Initiative is a partnership that supports the creation of homegrown talent through career-connected learning experiences for K-12 students aligned to the needs and aspirations of our local economies.
- Utilizing technical assistance, coaching, and asset mapping, we will build homegrown opportunity pathways to serve the unique needs of students, families, schools, business, and industry.



Homegrown Talent Initiative

Social-Emotional & Career Awareness

Help students across diverse backgrounds develop social-emotional skills and awareness of their strength, interests, and values, as well as careers and training opportunities.

Career Exploration

Provide students with more in-depth learning of their strengths, interests and values as well as, careers and training, often through interaction with professionals or in a work environment.

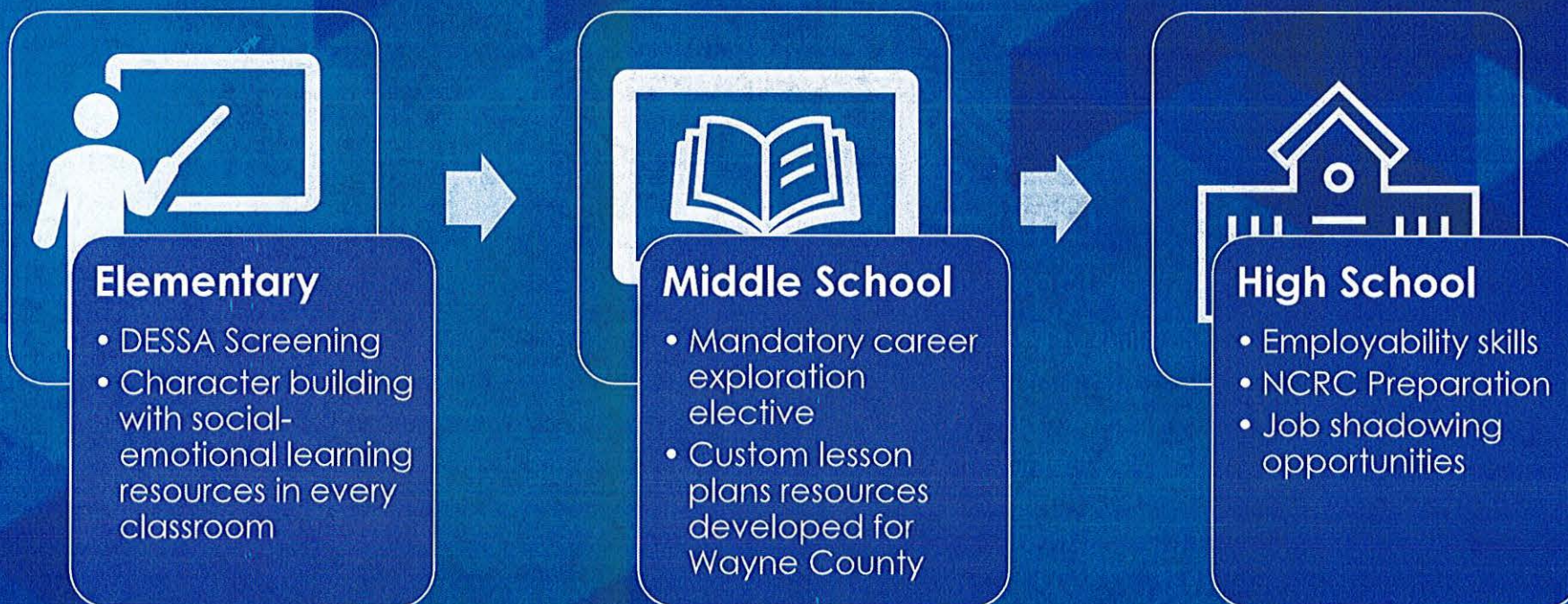
Skill Development

Develop relevant skills and provide necessary credentials and social capital tied to workforce demands and opportunities.

Career Entry and Progression

Provide students with opportunities to gain actual work experience that supports development of job skills and offers a clear path to a sustainable career.

Example Elements



Example Elements



Why is this important for Wayne County?

- When it comes to rural communities, workforce development is economic development!
- It will create income mobility for our at risk-population.
- It will help retain talent that otherwise might leave our community and end up with college debt and a degree with little earning potential.
- It will increase overall tax basis and put less strain on our local government to make a dollar go farther when providing services to the community.



Next Step - Steering Committee

- President of Wayne Community College
- WCC Board of Trustee Representative
- Superintendent of Wayne County Public Schools
- WCPS Board of Education Representative
- University of Mt Olive
- County Commissioner
- NCWorks Career Center Manager
- Business & Community Leaders



NORTH CAROLINA

WAYNE COUNTY

**WEEK OF THE YOUNG CHILD
PROCLAMATION**

WHEREAS, the County of Wayne values the importance of children's positive experiences in shaping their learning and developing during their earliest years; and

WHEREAS, the County of Wayne supports high quality accessible, and affordable child care and early childhood education; and

WHEREAS, quality education from the start and health of the child from birth are vital to building a strong community, state, and country; and

WHEREAS, Partnership for Children of Wayne County and North Carolina Partnership for Children, along with North Carolina Association for the Education of Young Children, North Carolina Child Care Coalition and all child care centers and preschools in the County of Wayne, join together in recognizing and supporting the people and programs that are committed to providing high quality early childhood education and services; and

WHEREAS, the Week of the Young Child is a time to thank and recognize our early childhood educators that care for and educate our youngest children; and

WHEREAS, the Week of the Young Child is a time to recognize that children's opportunities are our responsibilities and to commit ourselves to ensuring that every child experiences the type of environment that will promote their early learning.

NOW, THEREFORE, the Wayne County Board of Commissioners does hereby proclaim April 10-16, 2021 as **WEEK OF THE YOUNG CHILD** and commends its observance to all citizens of the City of Goldsboro.

This the 6th day of April, 2021.


George Wayne Aycock Jr., Chairman
Wayne County Board of Commissioners

Attest:


Carol Bowden, Clerk to the Board



NORTH CAROLINA

WAYNE COUNTY

Child Abuse Prevention Month – April 2021

WHEREAS, children are vital to our state's future success, prosperity and quality of life as well as being our most vulnerable assets; and

WHEREAS, all children deserve to have safe, stable, nurturing and healthy homes and communities that foster their well-being; and

WHEREAS, child abuse and neglect is a public responsibility affecting both the current and future quality of life of Wayne County and the state; and

WHEREAS, parents need support and resources to cope with stress and nurture their children to grow to their full potential; and

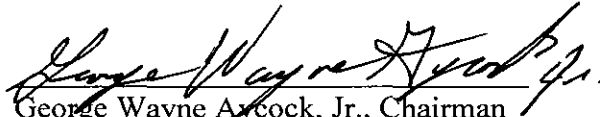
WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies and the business community.

NOW, THEREFORE, BE IT RESOLVED the Wayne County Board of Commissioners does hereby proclaim April 2021 as

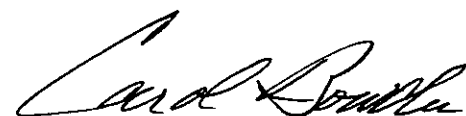
CHILD ABUSE PREVENTION MONTH IN WAYNE COUNTY

and calls upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

This the 16th day of March, 2021.


George Wayne Aycock, Jr., Chairman
Wayne County Board of Commissioners

Attest:


Carol Bowden, Clerk to the Board



**NORTH CAROLINA
WAYNE COUNTY**

**RESOLUTION #2021-5: A RESOLUTION REQUESTING NAMING THE MARK EDWARDS ROAD
BRIDGE (#121) FOR CHIEF DONALD M. GRAY**

WHEREAS, pursuant to North Carolina General Statute 136-18 (8), the North Carolina Board of Transportation may name roads, bridges or ferries; and

WHEREAS, the Wayne County Board of Commissioners desires to honor former New Hope Fire Chief, Farmer, and dedicated public servant Donald M. Gray; and

WHEREAS, Donald M. Gray was born in Wayne County to Roland M. (Bud) Gray and Joanne Edwards Gray; and

WHEREAS, Donald M. Gray was married to his wife of 38 years, Sam Gray, and they had two children, Jason and Jessica; and

WHEREAS, Donald M. Gray was a lifelong farmer, trusted friend, and neighbor of the New Hope Community; and

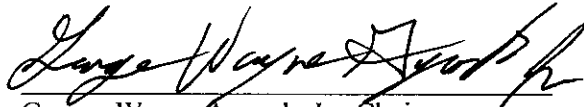
WHEREAS, Donald M. Gray served as a firefighter with the New Hope Fire Department for 42 years, 10 of those years as Chief; and

WHEREAS, the family of Donald M. Gray supports the request of the Wayne County Board of Commissioners to name the newly constructed Mark Edwards Road Bridge in his honor; and

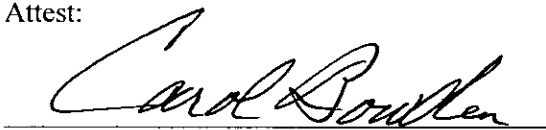
WHEREAS, the Wayne County Board of Commissioners understands the North Carolina Board of Transportation criteria to have a road, bridge or ferry named in honor of an individual, that individual must be living, or be deceased for a year or longer.

THEREFORE, BE IT RESOLVED that the Wayne County Board of Commissioners does hereby request the North Carolina Board of Transportation name the newly constructed Mark Edwards Road Bridge, for the late Chief Donald M. Gray.

Adopted this the 6th day of April, 2021.


George Wayne Aycock, Jr., Chairman
Wayne County Board of Commissioners

Attest:


Carol Bowden
Clerk to the Board



NORTH CAROLINA

WAYNE COUNTY

**MONTH OF THE MILITARY CHILD
PROCLAMATION**

WHEREAS, thousands of brave Americans have demonstrated their courage and commitment to freedom by serving in our Country's Armed Forces in active duty posts around the world; and

WHEREAS, nearly two million children have at least one parent currently serving active military duty; and

WHEREAS, Wayne County, North Carolina is the home of Seymour Johnson Air Force Base and the Wayne County Public School system has over 2,000 military-connected students, or more than ten percent of its student population, who are children of active duty, reserve, retired, or veterans; and

WHEREAS, the United States Department of Defense celebrates the month of April as the Month of the Military Child, further highlighting the important role military children play in the Armed Forces community; and

WHEREAS, the children of our service members are major contributors to the strength of their parents and make significant contributions to family, schools, our community, the state, and the nation, despite repeated prolonged absences of one or both parents; and

WHEREAS, parents serve in the military, their kids serve too, and it is fitting for our county to pay tribute to military children for their commitment, their struggles, and their unconditional support of our troops.

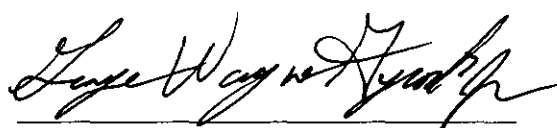
NOW, THEREFORE, we, the Commissioners of Wayne County, North Carolina, do hereby proclaim April 2021 as the Month of the Military Child and April 16th as Purple Up Day for Wayne County. We encourage Wayne County residents to recognize the contributions of our military families and to celebrate the spirit of military children across our county and nation by wearing purple on April 16th, as an outward symbol of appreciation for our youngest heroes.

This the 6th day of April, 2021.

Attest:




Carol Bowden, Clerk to the Board


George Wayne Aycock, Jr., Chairman

#WayneWORKS

Wayne Occupational Readiness Keys for Success



WORKS Partnership

- The WORKS Partnership includes:
 - Wayne County Public Schools
 - Wayne Community College
 - The County of Wayne
 - NCWorks Career Center
 - Other Community Partners
 - Private Businesses
- We can achieve greatness together!
 - North Carolina's first Work Ready Community – ACT (2008)





Homegrown Talent Initiative



Highlights

- A countywide approach to developing a talent pipeline that meets local workforce needs
- Collaboration with business, education, and community leaders to engage students of all ages
- Does not “re-invent the wheel,” but rather expands existing successful programs



Manufacturing Overview



1

Largest private sector industry

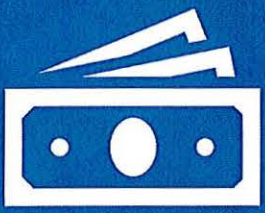
+17.1%

% change (2010-20)
NC +7.3%



Fastest Growing

Revenue



\$2.8B

Property Income
(2020)

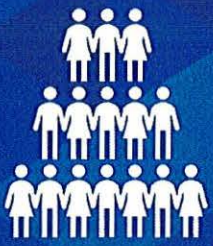
\$442.6M

Taxes
(2020)

\$5.7B

Total GRP
(2020)

Workforce



37,393

Jobs
(2020)

\$64,979

Avg Earnings
(2020)

1,815

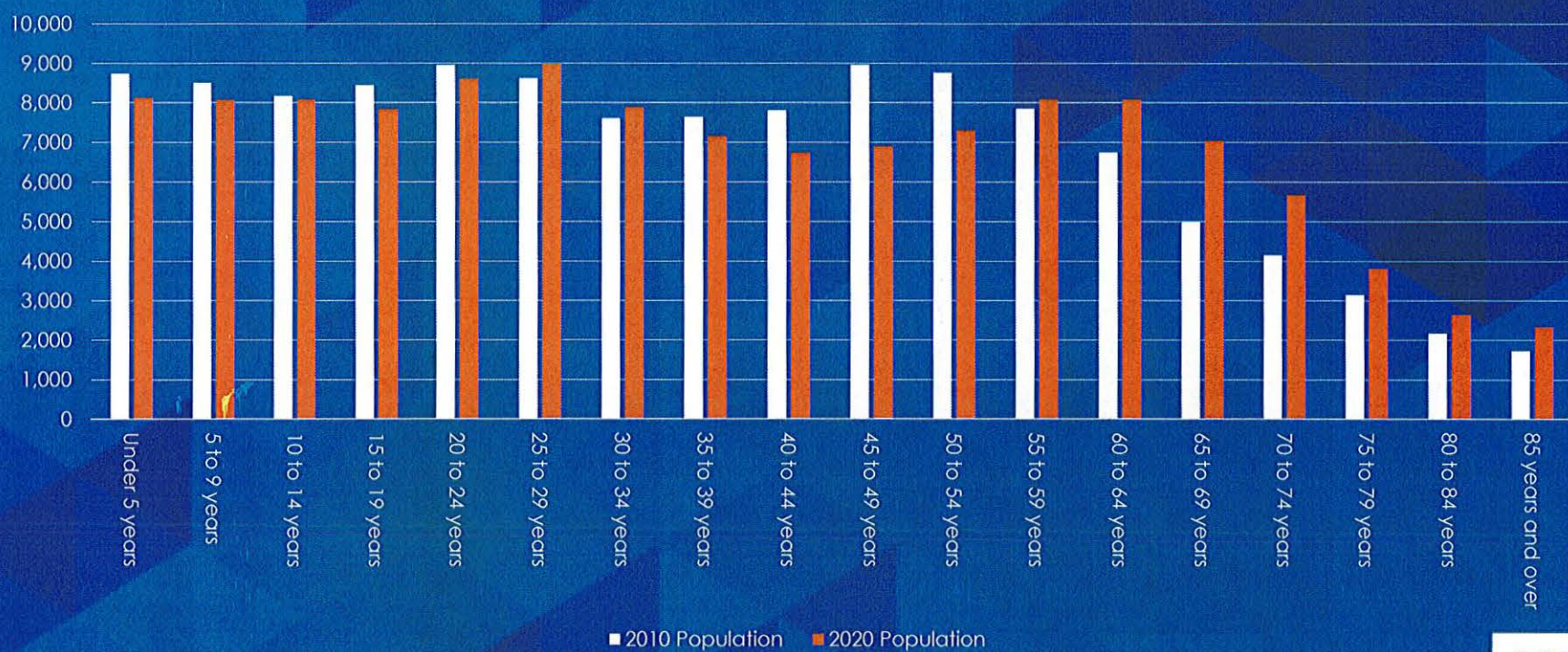
Additional Jobs
(2025)



Issues!

- At-risk students in our community lack educational attainment and/or skills necessary to obtain employment with family-sustaining wages.
- Employers in our fastest growing sectors have issues acquiring the talent necessary to grow and expand their business.
- How will we meet future demands as the Global Transpark Economic Region brings new industry to our community?

A Flat Population!



What is the Homegrown Talent Initiative?

- The Homegrown Talent Initiative is a partnership that supports the creation of homegrown talent through career-connected learning experiences for K-12 students aligned to the needs and aspirations of our local economies.
- Utilizing technical assistance, coaching, and asset mapping, we will build homegrown opportunity pathways to serve the unique needs of students, families, schools, business, and industry.



Homegrown Talent Initiative

Social-Emotional & Career Awareness

Help students across diverse backgrounds develop social-emotional skills and awareness of their strength, interests, and values, as well as careers and training opportunities.

Career Exploration

Provide students with more in-depth leaning of their strengths, interests and values as well as, careers and training, often through interaction with professionals or in a work environment.

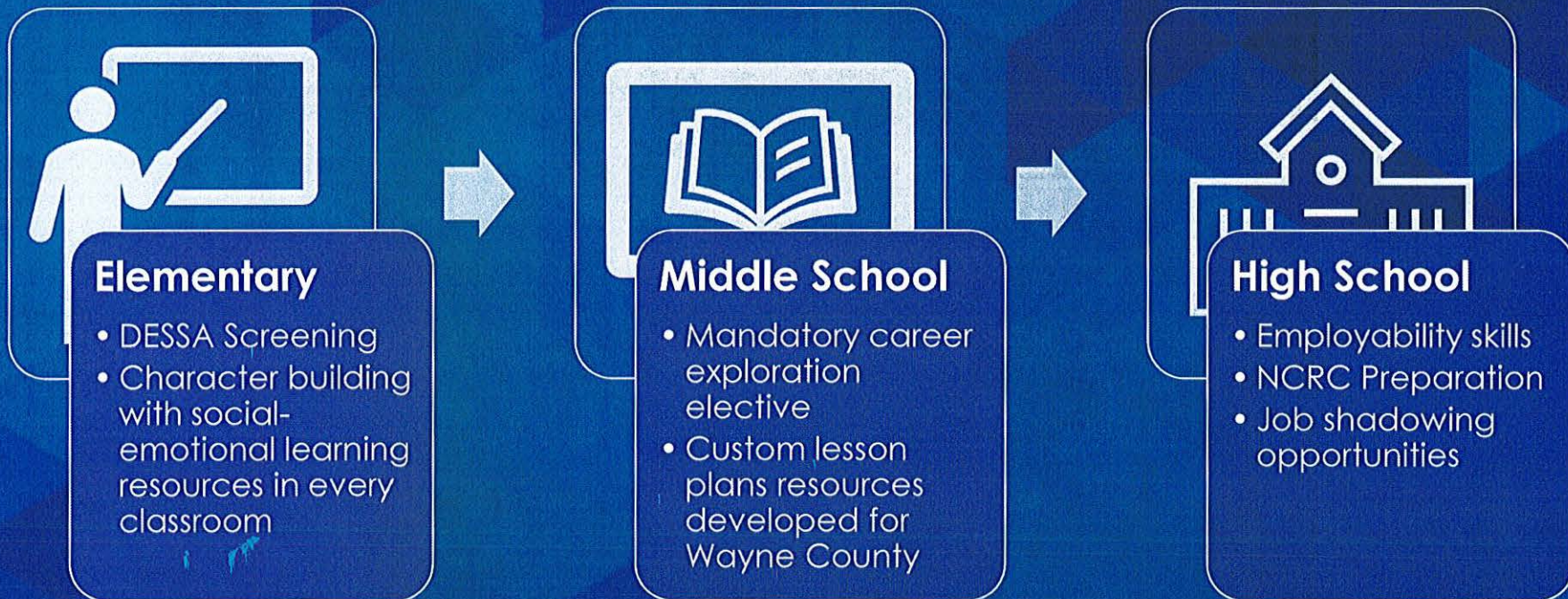
Skill Development

Develop relevant skills and provide necessary credentials and social capital tied to workforce demands and opportunities.

Career Entry and Progression

Provide students with opportunities to gain actual work experience that supports development of job skills and offers a clear path to a sustainable career.

Example Elements



Example Elements



Why is this important for Wayne County?

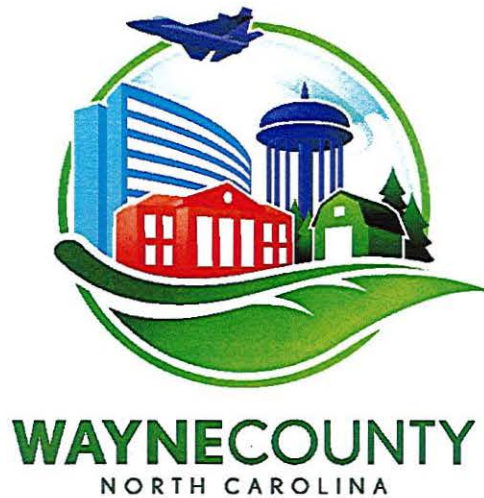
- When it comes to rural communities, workforce development is economic development!
- It will create income mobility for our at risk-population.
- It will help retain talent that otherwise might leave our community and end up with college debt and a degree with little earning potential.
- It will increase overall tax basis and put less strain on our local government to make a dollar go farther when providing services to the community.



Next Step - Steering Committee

- President of Wayne Community College
- WCC Board of Trustee Representative
- Superintendent of Wayne County Public Schools
- WCPS Board of Education Representative
- University of Mt Olive
- County Commissioner
- NCWorks Career Center Manager
- Business & Community Leaders





Wayne County Citizens
Public Hearing Notice

The Wayne County Board of Commissioners will conduct a public hearing Tuesday, April 6th, 2021 to consider proposed amendments to the Wayne County Zoning and Subdivision Ordinances. The hearing will be held at 9:30 am in the Wayne County Commissioners Meeting Room, Wayne County Courthouse Annex, 224 East Walnut Street, Goldsboro, NC. The item to be discussed:

A-21-01 – Amend various sections of the Wayne County Zoning and Subdivision Ordinances to comply with recent updates to NCGS 160D.

The public is invited to attend and speak at this hearing and/or submit any comments. Written comments before the meeting may be submitted to the Wayne County Planning Department, PO Box 227, Goldsboro, NC 27533 or berry.gray@waynegov.com. A full copy of the amendment may be obtained from the Planning Department by calling 919-731-1650.

Carol Bowden
Clerk to the Board

Post March 16th and March 23rd

MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: February 11, 2021

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

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

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

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

Proposed Zoning Ordinance Amendments:

Footnotes:

---(1)---

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

ARTICLE I. - AUTHORITY AND ENACTMENT CLAUSE

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

Section 114. - Penalties for Violation. ¹

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

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

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

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

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

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

Section 115. - Right of Appeal.

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

Section 123. - Appeals.

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

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

130.4 Public Hearing by the Board of Commissioners.

A public hearing shall be held by the Board of County Commissioners before adoption of any proposed amendment to this ordinance. A notice of such public hearing shall be given once a week for two (2) consecutive calendar weeks in a newspaper of general circulation in Wayne County. Said notice shall be published the first time not less than ten (10) days nor more than twenty-five (25) days⁸¹ prior to the date established for such public hearing.

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

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

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

Proposed Zoning Ordinance Amendments:

Sec. 70-3. - Authority.

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

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

Sec. 70-4. - Jurisdiction.

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

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

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

Sec. 70-36. - Penalties for violation.

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

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

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

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

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

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

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

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

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

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

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

Sec. 70-128. - Subdivision defined.

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

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

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

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



TO: Wayne County Board of Commissioners

FROM: Noelle Woods, Wayne County Purchasing Manager

DATE: March 10, 2020

SUBJECT: Approval for awarding the RFQ for Professional Airport Engineering and Planning Services for the Wayne Executive Jetport

We solicited Request for Qualifications from qualified Aviation Consultants for engineering, planning and general consulting services for the Wayne Executive Jetport. We received two qualification packets (WK Dickson, Raleigh, NC & Avcon, Wilmington, NC). The Jetport Commission met at their regularly scheduled meeting where they reviewed and passed a motion to recommend award to WK Dickson. Their decision was based on quantitative measures mainly on experience and support levels.

We respectfully request that the Board of Commissioners also approve awarding to WK Dickson.

Memorandum

To: Wayne County Board of Commissioners
From: Craig Honeycutt, County Manager
Date: 3/29/2021
Re: Personnel Policy Update – 03/30/2021 Meeting

Attached to this memo is a resolution to amend the Pay Classification of Wayne County. This update includes the addition of Jail Navigator. This is a grant funded position with the Wayne County Sheriff's Office.

NORTH CAROLINA

WAYNE COUNTY

RESOLUTION #2020- : A RESOLUTION ADOPTING THE THIRTY SEVENTH AMENDMENT TO THE POSITION CLASSIFICATION AND PAY PLAN FOR WAYNE COUNTY, NORTH CAROLINA

WHEREAS, the Board of Commissioners has previously adopted on July 1, 2015 a Position Classification and Pay Plan by formal resolution; and

WHEREAS, that resolution requires that any amendment to the Plan must be done by written resolution duly adopted by the Board of Commissioners; and

WHEREAS, the County Manager and Human Resources Director have recommended an amendment to said Plan, and the Board of Commissioners wishes to approve it;

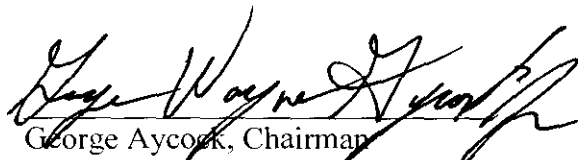
NOW, THEREFORE BE IT RESOLVED by the Wayne County Board of Commissioners as follows:

	Previous Classification <u>Grade</u>	New Classification <u>Grade</u>	Effective Date
SHERIFF			
Jail Navigator	72	Add Position	MAR 30, 2021

Section 1: That the following changes to the Position Classification and Pay Plan are hereby adopted as an amendment to the Plan, and the County Manager and Human Resources Director are authorized to insert these changes in the Plan documents:

Section 2: This Resolution shall become effective immediately upon its adoption.

Passed and adopted this 30th day of March, 2021.


George Aycock, Chairman
Wayne County Board of Commissioners

Attest:

A handwritten signature in cursive script, appearing to read "Carol Bowden", written over a horizontal line.

Carol Bowden, Clerk to the Board



All position titles in **BOLD TYPE** are either **UPDATED** or **NEW**
as of the Amended Date

COUNTY OF WAYNE, NORTH CAROLINA
POSITION CLASSIFICATION AND PAY PLAN
Amended April 6, 2021
by Resolution # 2021-9

<u>GRADE</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>	<u>STATUS</u>	<u>JOB TITLE</u>
52	\$16,549	\$20,667	\$25,811		HOUSEKEEPING ASSISTANT SENIOR CENTER WORKER 4-H AFTERSCHOOL COORDINATOR
54	\$18,246	\$22,786	\$28,456		COMM HEALTH ASST BF COUNSELOR TRANSPORTATION COORDINATOR
55	\$19,157	\$23,924	\$29,879		
56	\$20,115	\$25,121	\$31,373		RECEPTIONIST SITE MAINTENANCE/ATTENDANT
57	\$21,121	\$26,377	\$32,941		MAIL DEPOSIT SERVICES COORDINATOR OFFICE ASST III/INTERPRETER PROCESSING ASST III/INTERPRETER
58	\$22,177	\$27,696	\$34,589		DEPUTY REGISTER OF DEEDS I
59	\$23,286	\$29,081	\$36,318		ACCOUNTING CLERK IV ADMINISTRATIVE ASSISTANT ANIMAL CONTROL OFFICER I ANIMAL SHELTER ATTENDANT DENTAL ASSISTANT GROUNDSKEEPER INCOME MAINTENANCE TECHNICIAN LIBRARY ASSISTANT MEDICAL RECORDS ASSISTANT IV OFFICE ASSISTANT IV PATIENT RELATIONS REPRESENTATIVE IV PROCESSING ASSISTANT IV PROCESSING UNIT SUPERVISOR IV PRODUCTION TECHNICIAN SECRETARY IV

60	\$24,450	\$30,535	\$38,133	ADMINISTRATIVE SECRETARY II
61	\$25,672	\$32,062	\$40,041	ACCOUNTING TECH II ADMIN ASST-SAFETY COORD ADMIN ASST-WEIGHMASTER ANIMAL CONTROL OFFICER II BASIC DENTAL ASSISTANT SUPERVISOR DEPUTY REGISTER OF DEEDS II ELECTIONS SPECIALIST INCOME MAINT CASEWORKER I JETPORT LINE TECHNICIAN MAINTENANCE TECHNICIAN I MAINT TECH I/GROUNDKEEPER LEAD MAINTENANCE TECHNICIAN I/GROUNDS/ORC OPERATIONS MANAGER PERSONNEL ASSISTANT V PROCESSING ASSISTANT V PROCESSING UNIT SUPERVISOR V TAX ASSISTANT I
62	\$26,956	\$33,664	\$42,042	4-H SITE DIRECTOR ASSISTANT REGISTER OF DEEDS I EMER MED SRV TECH-BASIC-LEADER LITERACY COORDINATOR MAINTENANCE TECHNICIAN II MAPPER MAPPER/PROPERTY TRANSFER OFFICER PLANNER PUBLIC INFORMATION ASST IV RECYCLING COORDINATOR SOCIAL WORK TRAINEE TAX ASSISTANT II
63	\$28,304	\$35,347	\$44,145	4-H PROGRAM ASSISTANT ACCOUNTING TECH III ADMINISTRATIVE ASSISTANT I AEMT ASST REGISTER OF DEEDS II ASST COUNTY VETERANS OFFICER CH PERMIT ANALYST CHILD SUPPORT AGENT I DSS FOREIGN LANGUAGE INTERPRETER II INCOME MAINTENANCE CASEWORKER II INFO CASE ASSISTANT MAINTENANCE TECHNICIAN III

Grade 63 (cont.)

SOCIAL WORKER I
TAX ASSISTANT III/LISTING SUPERVISOR
WAYNET CALL TAKER
WAYNET PLANNER

64 \$29,719 \$37,115 \$46,352

ADMIN & PROGRAM ASSISTANT
ADMIN ASST TO SHERIFF
ASST CIRCULATION DEPT HEAD
DETENTION OFFICER I
DETENTION OFFICER II
DETENTION OFFICER II/COURT SPEC
DETENTION OFFICER II/INMATE CONTROL
DETENTION OFFICER II/INMATE SERVICES
DETENTION OFFICER II/INTERPRETER
DETENTION OFFICER-ENTRY LEVEL
GIS SPECIALIST
LIBRARY ASST IV-ECRR COORDINATOR
LIBRARY BR. MGR-PIKEVILLE/FREMONT
MASTER DETENTION
MEDICAL LABORATORY TECH II
REFERENCE ASSISTANT
SOIL CONSERVATION ADMIN & PROGRAM AS
SOIL CONSERVATION TECHNICIAN I
SR CITIZENS PROGRAM MANAGER
TELECOMMUNICATOR
TELECOMMUNICATOR I

65* \$31,205 \$38,971 \$48,669

ANIMAL SHELTER SUPERVISOR
BENEFITS COORDINATOR
BUS/PERSONAL PROPERTY ADMIN
CHILD SUPPORT AGENT II
CRIMINAL ANALYST
DEPUTY TAX COLLECTOR
ENVIRONMENTAL TECH-SOLID WASTE
EQUIPMENT OPERATOR/TRUCKS
HUMAN RESOURCES ADMIN ASST
INCOME MAINTENANCE CASEWORKER III
INC MAINTENANCE INVESTIGATOR II
MAINTENANCE TECH II - MECHANIC
MAINTENANCE SUPERVISOR
OFFICE MANAGER
PARENTS AS TEACHERS EDUCATOR
PRE-TRIAL RELEASE ADMIN ASST
PRE-TRIAL RELEASE COORDINATOR
PROCESSING UNIT SUPERVISOR V
PUBLIC HEALTH EDUCATION SPECIALIST
TELECOMMUNICATOR II
TELECOMMUNICATOR - ASST SUPER
TELECOMMUNICATOR - LEAD

66	\$32,765	\$40,919	\$51,103	4-H AFTERSCHOOL ASSISTANT DIR. ELECTRICIAN FOREIGN LANGUAGE INTERPRETER HEAVY EQUIPMENT OPERATOR LEAD CHILD SUPPORT AGENT II MAINTENANCE TECH II-PLUMBING NUTRITIONIST II TELECOMMUNICATOR- SHIFT SUPERVISOR TELECOMMUNICATOR-SUPERVISOR
67	\$34,404	\$42,966	\$53,658	APPRAISER CHILD SUPPORT SUPERVISOR I CREW CHIEF DEPUTY SHERIFF I DEPUTY SHERIFF II DEPUTY SHERIFF/ACE DEPUTY SHERIFF/CIVIL DEPUTY SHERIFF/COURTS DEPUTY SHERIFF/CRIME PREVENTIO DEPUTY SHERIFF/DRUGS DEPUTY SHERIFF/ENTRY DEPUTY SHERIFF/MASTER DEPUTY DEPUTY SHERIFF/PATROL DEPUTY SHERIFF/SRO DEPUTY SHERIFF/WARRANTS DETENTION OFFICER-CPL DETENTION OFFICER-CPL/COURT SPEC DETENTION OFFICER-CPL/INMATE SERV DETENTION OFFICER-CPL/LITTER DETENTION OFFICER-CPL/TRANSPORT ENFORCEMENT OFFICER-PLANNING ENVIRONMENTAL HLTH SPECIALIST FIELD TRAINING OFFICER HEAVY EQUIPMENT MECHANIC INC MAINTENANCE SUPERVISOR II MAPPING SUPERVISOR PARALEGAL I PARAMEDIC RECYCLING COORD/CODE ENFORCER SOCIAL WORKER II SOIL CONSERVATION TECHNICIAN II STATE COST SHARE TECHNICIAN
68	\$36,124	\$45,114	\$56,341	BUILDING CODE INSPECTOR I CHILD SUPPORT SUPERVISOR II DETENTION - SERGEANT DEPUTY OPERATIONS MANAGER

E/A

				E/A	HOUSEKEEPING SUPERVISOR HUMAN SERVICES COORDINATOR III IT SUPPORT TECHNICIAN MEDICAL RECORDS MANAGER II OFFICE MANAGER/ASST. CLERK PARALEGAL PERSONNEL TECHNICIAN III
69	\$37,929 Grade 69 (cont.)	\$47,369	\$59,158	E/E	ANIMAL SERVICES DIRECTOR ASSISTANT SUPERVISOR BUILDING CODE INSPECTOR II DAY REPORTING CENTER DIRECTOR DEPUTY SHERIFF-CPL/COURTS DEPUTY SHERIFF-CPL/DRUGS DEPUTY SHERIFF-CPL/PATROL DEPUTY SHERIFF-CPL/SRO DEPUTY SHERIFF-CPL/WARRANTS DEPUTY SHERIFF-DETECTIVE DETENTION OFFICER-1ST SGT DSS - I.T. SUPPORT LIAISON EH SPEC / FOOD & LODGING COORD FIELD SUPERVISOR FLEET MAINTENANCE SUPERVISOR INCOME MAINTENANCE SUPERVISOR III IN-HOME AIDE PROGRAM SUPERVISOR
				E/A	LIBRARY BRANCH MGR-STEELE FULL SERVICE LIBRARY CHILDRENS DEPT-SUPERVI LIBRARY IT SYSTEM ADMINISTRATO LIBRARY REFERENCE LIBRARIAN
				E/A	LITERACY CONNECTIONS DIRECTOR LITERACY PROGRAM MANAGER MAXWELL CENTER EVENT MANAGER MAXWELL CENTER VENUE SERVICES MANAGE RESEARCH/MARKETING SPECIALIST SOCIAL WORKER III
				E/E	SOIL CONSERVATION COORDINATOR SOLID WASTE FIELD SUPERVISOR
70	\$39,827	\$49,738	\$62,116		BUILDING CODE INSPECTOR III BUSINESS MANAGER CHIEF PROP TRANSFER OFFICER DENTAL HYGIENIST DEPUTY SHERIFF-SGT/ACE DEPUTY SHERIFF-SGT/CIVIL DEPUTY SHERIFF-SGT/COURTS DEPUTY SHERIFF-SGT/DETECTIVE

Grade 70 (cont.)				DEPUTY SHERIFF-SGT/PATROL
				DEPUTY SHERIFF-SGT/SRO
				DEPUTY SHERIFF-SGT/SS
				DEPUTY SHERIFF-SGT/WARRANTS
				ENVIRONMENTAL HEALTH SUPVR
				GROUPS SUPERVISOR -ORC
				IT SUPPORT SPECIALIST
				NUTRITIONIST III/REG DIETITIAN
				911 DATABASE MANAGER
				911 TRAINING/QA MANAGER
				PUBLIC HEALTH NURSE I
				RN SUPERVISOR
				SOCIAL WORK SUPERVISOR II
71	\$41,817	\$52,225	\$65,222	APPRaiser SUPERVISOR
				CIRCULATION DEPARTMENT HEAD
				DEPUTY SHERIFF-1ST SGT/DRUGS
				DEPUTY SHERIFF-1ST SGT/SOI
				DEPUTY SHERIFF-1ST SGT/TACTICAL
				DETENTION OFFICER - LIEUTENANT
				ELECTIONS TECHNICIAN
				IT SENIOR SUPPORT SPECIALIST
				IT SENIOR SUPPORT SPECIALIST
				LIBRARY TECHNICAL SERVICES SUPV.
				MAXWELL CENTER SALES & MARKETING DIR.
				PUBLIC HEALTH EDUCATION SUPVSR
				PUBLIC INFORMATION ASSISTANT IV
			E/E	SENIOR CITIZENS PROGRAM DIR
				SOCIAL WORKER IAT
				SUPERVISOR
72	\$43,909	\$54,837	\$68,482	ACCT SPEC II/FIN REPORT/GRANT
			E/E	ASST TO CO MGR/CLK TO BOARD
				ASST. PAYROLL ADMINISTRATOR
				BUILDING CODE SUPERVISOR
				FIN REPORTING/ACCT SPEC II
				GIS COORDINATOR
				IT ASSOCIATE SYSTEMS ADMIN
				JAIL NAVIGATOR
			E/A	LIBRARY REFERENCE DEPT HEAD
				LICENSED PRACTICAL NURSE
			E/A	NUTRITION PROG DIRECTOR I
				PUBLIC HEALTH NURSE II
			E/E	REGISTER OF DEEDS
				TAX PROGRAMMER
			E/E	VETERANS SERVICES OFFICER
				LIBRARY CHILDREN'S DEPT. HEAD

73	\$46,104	\$57,578	\$71,907	E/E	911 CENTER MANAGER
Grade 73 (cont.)				E/A	ACCOUNTING & BUDGET MANAGER
				E/A	AIRPORT MANAGER
					ASSISTANT ASSESSOR/REVALUATION COORD.
				E/A	ASSISTANT DIR OF HUMAN RESOURCES
					ASSISTANT DIRECTOR SOLID WASTE
				E/A	BUSINESS OFFICER I -DSS
				E/A	BUSINESS OFFICER I - PUBLIC HEALTH
					COLLECTIONS DIVISION MANAGER
					DEPUTY SHERIFF-LT DET/FORENSIC
					DEPUTY SHERIFF-LT/CIVIL
					DEPUTY SHERIFF-LT/DETECTIVE
					DEPUTY SHERIFF-LT/DRUGS
					DEPUTY SHERIFF-LT/PATROL
					DEPUTY SHERIFF-LT/PILOT
					DEPUTY SHERIFF-LT/SS
					DEPUTY SHERIFF-LT/WARRANTS
				E/E	ENVIRONMENTAL HEALTH SUPVSR II
				E/P/C	IT SYSTEMS ADMINISTRATOR
				E/A	MEDICAL LABORATORY SUPERVISOR
	PUBLIC HEALTH NURSE III				
E/E	PUBLIC INFORMATION OFFICER				
E/A	PURCH/JT PURCH/INSURANCE				
E/A	SOCIAL WORKER SUPERVISOR III				
74	\$48,410	\$60,457	\$75,503	E/A	ACCOUNTING/PAYROLL SUPERVISOR
				E/E	INCOME MAINTENANCE ADMIN II
				E/P/C	IT SENIOR SYSTEMS ADMINISTRATOR
				E/A	MATERN. PROG MGR/PHN SUPV I
				E/E	PUBLIC HEALTH NURSE SUPVSR I
				E/E	SOCIAL WORK PROGRAM MANAGER
75*	\$50,830	\$63,480	\$79,277	E/A	ASSISTANT FINANCE DIRECTOR
				E/A	DEPUTY DIRECTOR-BD OF ELECTION
					DEPUTY SWAT/MEDIC/PILOT
				E/A	EMER MGMT COORDINATOR / IT
				E/A	EXISTING BUS. & INDUSTRY SPEC.
				E/E	FIRE MARSHALL
				E/E	INSPECTIONS DIRECTOR
				E/E	LIBRARY ASSISTANT DIRECTOR
				E/A	OPERATIONS SUPERVISOR
				E/E	PLANNING DIRECTOR
				E/E	SERVICES ON AGING DIRECTOR
76*	\$53,372	\$66,653	\$83,241	E/E	DEPUTY SHERIFF/CAPT/PATROL
				E/E	DEPUTY SHERIFF-CAPT/CIVIL
				E/E	DEPUTY SHERIFF-CAPT/INVESTIG

				E/E E/A	DETENTION OFFICER-CAPT PH NURSE SUPERVISOR II
77*	\$56,040	\$69,986	\$87,403	E/P/C	IT SYSTEMS ENGINEER
78*	\$58,842	\$73,486	\$91,773	E/E E/E E/P/C E/P/C E/E E/E E/E	CSSPA II EXECUTIVE DIR BD OF ELECTIONS IT SENIOR SYSTEMS ENGINEER IT TECH SERVICES SUPV LIBRARY DIRECTOR PUBLIC INFO & MARKETING MGR SOLID WASTE DIRECTOR
	Grade 78 (cont.)				
79*	\$61,784	\$77,160	\$96,362	E/P E/A E/E E/E	DIRECTOR OF NURSING EMS/TRANSPORT BUSINESS MANAGER FACILITIES SUPERINTENDENT HUMAN SERVICES DEPUTY DIRECTOR
80*	\$64,873	\$81,018	\$101,181	E/E E/P/C E/E	DEPUTY SHERIFF - MAJOR IT OPERATIONS MGR/APP ANALYST JAIL ADMINISTRATOR - MAJOR
81*	\$68,117	\$85,069	\$106,239	E/E E/E E/E E/P/L	EMS/TRANSPORT DIRECTOR HUMAN RESOURCE DIRECTOR OFFICE OF EMERGENCY SERVICES DIRECTOR PHYSICIAN EXTENDER II
82*	\$71,523	\$89,322	\$111,551	E/E E/P/L	TAX ADMINISTRATOR STAFF ATTORNEY
84*	\$78,854	\$98,477	\$122,985	E/P/L	DENTIST I
85*	\$82,796	\$103,401	\$129,134	E/E E/E E/E E/E E/E E/E E/E	FINANCE DIRECTOR MAXWELL CENTER DIRECTOR PROJECT MANAGEMENT DIRECTOR PUBLIC HEALTH DIRECTOR SOCIAL SERVICES DIRECTOR II SHERIFF
NG*	Not on Grade			E/E E/P/L E/E E/E E/E	ASSISTANT COUNTY MANAGER COUNTY ATTORNEY COUNTY MANAGER GWTA DIRECTOR WC DEVELOPMENT ALLIANCE DIRECTOR

* E/E designates Exempt Status/Executive
E/A designates Exempt Status/Administrative

E/P designates Exempt Status/Professional

E/P/C designates Exempt Status/Professional/Computers

E/P/L designates Exempt Status/Professional/Learned

AFFP

Notice - Lease of County Prop

Affidavit of Publication

STATE OF NC }
COUNTY OF WAYNE } SS

David Rouse, being duly sworn, says:

That he is David Rouse, Network Manager of the Goldsboro News-Argus, a daily newspaper of general circulation, printed and published in Goldsboro, Wayne County, NC; that the publication, a copy of which is attached hereto, was published in the said newspaper on

March 05, 2021

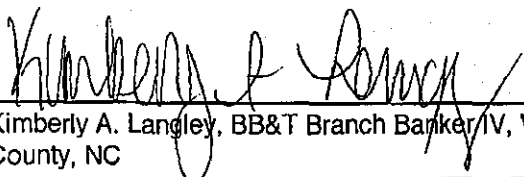
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



David Rouse, Network Manager

Subscribed to and sworn to me this 11th day of March 2021.



Kimberly A. Langley, BB&T Branch Banker IV, Wayne County, NC

My commission expires: August 05, 2023

KIMBERLY A LANGLEY

Notary Public
Wayne County, NC

40089052 40392828

Katherine Pierce 138
County of Wayne
P.O. Box 227
Goldsboro, NC 27533

PUBLIC NOTICE LEASE OF COUNTY PROPERTY

The Wayne County Board of Commissioners intends to lease space on eight (8) communication towers identified below as well as unused space on County owned/controlled buildings to Open Broadband, LLC for the installation and maintenance of wireless broadband service system equipment for a term not to exceed five (5) years. In consideration of the lease, Open Broadband will pay the County a graduated rental fee based upon the number of internet customers receiving service from said structures.

Space for wireless broadband service system equipment will be leased to Open Broadband, LLC on the following County owned properties: communication tower located at 901 8th Street Goldsboro, NC; communication location tower located at 3119 S US 13 Hwy Goldsboro, NC; communication tower located at 500 Carver Street Mount Olive, NC; communication tower located at 1069 Hood Swamp Road Goldsboro, NC; communication tower located at 680 Community Drive Goldsboro, NC; communication tower located at 4205-T Indian Springs Road, Seven Springs, NC; communication tower located at 1990-T Nahunta Road, Pikeville, NC; communication tower located at 228 Red Hill Road, Fremont, NC; and unused spaced on County owned/controlled buildings within County's discretion.

The Wayne County Board of Commissioners intends to authorize the lease of the properties described above on Tuesday, April 6, 2021 at 9:00 A.M. in the Commissioners Meeting Room in the Wayne County Courthouse Annex, 224 E. Walnut Street, Goldsboro, NC.

Andrew J. Neal
Wayne County Staff Attorney

Run Date: March 5, 2021

PUBLIC NOTICE
LEASE OF COUNTY PROPERTY

The Wayne County Board of Commissioners intends to lease space on eight (8) communication towers identified below as well as unused space on County owned/controlled buildings to Open Broadband, LLC for the installation and maintenance of wireless broadband service system equipment for a term not to exceed five (5) years. In consideration of the lease, Open Broadband will pay the County a graduated rental fee based upon the number of internet customers receiving service from said structures.

Space for wireless broadband service system equipment will be leased to Open Broadband, LLC on the following County owned properties: communication tower located at 901 8th Street Goldsboro, NC; communication location tower located at 3119 S US 13 Hwy Goldsboro, NC; communication tower located tower located at 500 Carver Street Mount Olive, NC; communication tower located at 1069 Hood Swamp Road Goldsboro, NC; communication tower located at 680 Community Drive Goldsboro, NC; communication tower located at 4205-T Indian Springs Road, Seven Springs, NC; communication tower located at 1990-T Nahunta Road, Pikeville, NC; communication tower located at 228 Red Hill Road, Fremont, NC; and unused spaced on County owned/controlled buildings within County's discretion.

The Wayne County Board of Commissioners intends to authorize the lease of the properties described above on Tuesday, April 6, 2021 at 9:00 A.M. in the Commissioners Meeting Room in the Wayne County Courthouse Annex, 224 E. Walnut Street, Goldsboro, NC.

Andrew J. Neal
Wayne County Staff Attorney

Run Date: March 5, 2021

WAYNE COUNTY
NORTH CAROLINA

**LICENSE AGREEMENT FOR PLACEMENT OF WIRELESS BROADBAND
EQUIPMENT UPON WAYNE COUNTY-OWNED TOWERS AND/OR BUILDINGS**

THIS LICENSE AGREEMENT FOR PLACEMENT OF WIRELESS BROADBAND EQUIPMENT UPON WAYNE COUNTY-OWNED TOWERS AND/OR BUILDINGS (hereinafter referred to as "Agreement") made and entered into this the 6th day of April, 2021 by and between the County of Wayne, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County" or "Owner"), and Open Broadband, LLC, an Internet Service Provider organized and existing under the laws of the State of North Carolina, with a mailing address of PO Box 723, Waxhaw, NC 28173 (hereinafter referred to as "Open Broadband" or "Licensee").

WITNESSETH:

WHEREAS, County owns eight (8) radio communication towers listed in Exhibit A (hereinafter collectively referred to as "Towers"), all eight (8) of which are suitable for placement of fixed-wireless antennas to provide high-speed internet service; and

WHEREAS, County owns and/or controls numerous buildings and sites throughout the county which are listed in Exhibit B, hereinafter referred to as "County Buildings"), which are also suitable for placement of fixed-wireless antennas to provide high-speed internet service; and

WHEREAS, the locations of the Towers and the County Buildings are described in further detail below; and

WHEREAS, Licensee desires to install, maintain, repair, remove, replace, and operate, on the premises described below, at its expense, a wireless broadband service system facility, including mounting fixed-wireless antennas on the Towers and County Buildings and a weather utility service box approximately 2' x 3' at each location to house the communications service system fixtures and equipment, and necessary appurtenances, which include but are not limited to cable clips, mounts, clamps, and other miscellaneous parts that connect the antennas, cables, and electronics (hereinafter all collectively referred to as "Equipment" and described in Exhibit C, which shall be attached hereto and incorporated by reference herein, as if fully set out, upon its completion and approval in writing by both parties); and

WHEREAS, County has agreed to grant unto Licensee a non-exclusive license to install, maintain, repair, remove, replace, and operate a wireless broadband service system facility upon the Towers and the County Buildings pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. Locations: The Towers are located on tracts of land described in Exhibit A, and the County Buildings are located on tracts of land described in Exhibit B, both of which are attached hereto and incorporated by reference herein. (hereinafter the tracts of land are collectively referred to as "Properties;" hereinafter the Towers, the County Buildings, and the Properties are collectively referred to as "Premises"). The parties acknowledge that the tracts contained in Exhibit B are subject to change throughout the term of this Agreement and therefore agree to amend Exhibit B as necessary depending on County's ownership interests.

2. Use: Subject to the terms and conditions hereof, County grants to the Licensee the nonexclusive license to install, maintain, repair, remove, replace, and operate a wireless broadband service system facility as described in Exhibit C upon the Towers and the County Buildings. Licensee may install up to eight (8) fixed wireless antennas on each of the Towers and up to four (4) fixed wireless antennas on the County Buildings. Said antennas may collectively occupy up to a total of eight (8) square feet on each of the Towers and up to a total of eight (8) square feet on the County Buildings. Licensee may install one (1) weather utility service box at each of the Towers and one (1) weather utility service box at the County Buildings. Each weather utility service box may occupy up to six (6) square feet outside the fence at each of the Towers, and the County Buildings weather utility service box may occupy up to six (6) square feet on the County Building's roof. Additionally, the County grants to the Licensee the non-exclusive license to use the road, roadways, or easements to which the County has ownership or control for the purpose of allowing Licensee access to the Premises for the purposes contained herein. Licensee's use of the Towers and the County Buildings shall be non-exclusive and shall not interfere with other uses located upon the Properties. Licensee further acknowledges and agrees that the primary use of the Towers is for radio communications towers for the County; that the primary use of the County Buildings is for the North Carolina Court System/office space for various County departments; and that in no event shall Licensee's use of the Towers and/or County Buildings interfere with the primary use of the Properties or for any other purpose for which County may use the Properties, the Towers, or the County Buildings including, but not limited to, the installation of communication equipment used on behalf of the County, its departments or agencies, or other government agencies, now or in the future.

3. Antenna Space and Cabling: Owner hereby agrees to provide space on its Towers and its County Buildings for fixed wireless antennas and mounts at locations to be mutually agreed upon by both Open Broadband and the Owner. Said locations shall not cause issues with the County Buildings, tower loading or wind shear, and shall not interfere with the openings to the County Buildings/Towers, ladders, braces, paint removal, or painting/maintenance of the County Buildings/Towers, and shall be in full compliance with all state and/or federal laws or the rules and regulations of any agency or instrumentality thereof, including but not limited to the Federal Communications Commission (hereinafter referred to as "FCC") and Federal Aviation Administration (hereinafter referred to as "FAA"). As required, Owner also agrees to allow

Open Broadband to attach outdoor cable to the Towers and the County Buildings, in locations mutually agreed upon by both parties, in order to connect the antennas to electronics located at or near the Towers or the County Buildings, to the extent legally permissible. Open Broadband is responsible for all purchase, installation, and maintenance costs of their equipment and will work in good faith with the Owner and/or the Owner's tower management company for agreeable placement locations and design.

4. Electronics and Power: Owner hereby grants access to Open Broadband to place electronics at a location near the Towers and the County Buildings suitable to both parties. This will be accomplished via the aforementioned weather utility service box. Owner will allow Open Broadband to install a small solar panel, not to exceed 16 square feet in total size, and batteries to supply power at each of the Towers and at the County Buildings. Open Broadband is responsible for all purchase, installation, and maintenance costs of their equipment and will work in good faith with the Owner and/or the Owner's tower management company for agreeable placement locations and design.

5. Installation of Equipment: Open Broadband agrees to comply with Wayne County policy requirements of any vendor requesting space on the Public Safety Radio System tower sites as follows:

- a. A Structural Analysis Report from a certified engineering firm will be completed and submitted by the County at Open Broadband's request. This report should determine the tower's capacity with the new equipment taken into account. The County agrees to pay 50% of the cost, and Open Broadband the remaining 50% of the cost.
- b. If the tower study is over 100% capacity, Open Broadband would be required to either return the tower to 95% capacity at Open Broadband's expense, or terminate this agreement and cancel installation
- c. Open Broadband is 100% responsible for any interference studies and mitigation efforts should any problems appear after the new equipment is installed.

Prior to installation of its equipment or making any modifications or changes to its equipment, if any, Open Broadband agrees that it will provide the Owner, or their representative, a written proposal addressing the installation of antennas and that such proposal shall be approved by the Owner or their representative prior to installation. Each approved installation will be added as an Attachment to this Agreement. Any employee or agent of Open Broadband climbing a site should be ENSA certified or equivalent and shall adhere to all OSHA regulations pertaining to PPE and tower climbing. All equipment installed by Open Broadband must be properly grounded in accordance with national recognized standards.

6. Compliance with Laws/Regulations: Licensee shall install, maintain, repair, remove, replace, and operate its Equipment during the term hereof in compliance with all present and future rules and regulations imposed by any local, State or Federal authority having jurisdiction

with respect thereto, including, without limitation, rules and regulations of the FCC and the FAA.

7. Interference: Open Broadband plans to operate in all or any of the following frequencies: 2.4GHz, 3.5GHz, 5 GHz, 11 GHz, 24 GHz, and 60 GHz. Further, Open Broadband agrees to coordinate spectrum use with other service providers in order to prevent interference. Open Broadband will resolve any technical problems with other equipment located at the sites on the installation date. In the event that the operations of Licensee under this Agreement interfere with the transmitting or receiving of radio, television, telephone, or other electronic signals or devices existing on the site prior to the date of this Agreement, or which are owned by County or its agents and installed by them at any time, Licensee shall, at its own expense after written notice from County, correct such interference as soon as reasonably possible. However, in the event that such interference is not corrected, within thirty (30) days, County shall have the right to terminate as provided in the paragraphs below. This provision shall not apply to brief and reasonable test periods where the sources of the interference are being determined for purposes of suppression.

In the event that any device installed on the site after the date hereof by another licensee and not on behalf of the County, shall interfere with Licensee's transmission or reception, County shall in good faith work with the other licensee to eliminate such interference as soon as reasonably possible. In the event that such interference does not cease within a reasonable period, Licensee shall have the right to terminate this Agreement. The County will not be liable to Licensee for monetary damages or equitable relief for interference caused by existing or future communications equipment or frequencies used on County's Towers.

Notwithstanding the foregoing, if the performance of this Agreement interferes in any way at any time with the County's 911 emergency radio communications system in any manner that may possibly jeopardize any life or property, in the County's sole discretion, then this Agreement shall terminate immediately and the Licensee shall immediately cease using its Equipment and remove said Equipment in a timely manner, but in any event no later than ninety (90) days after the date of termination. County shall notify Licensee via telephone and/or e-mail of the immediate termination.

Additionally, notwithstanding the foregoing, the parties agree that should the County determine, in its sole discretion, that the performance of this Agreement interferes with the primary function of the Premises or with any other uses of the Premises for County purposes, or is otherwise inconsistent with the best interests of the County, the County shall notify Licensee and Licensee shall have thirty (30) days to respond to such determination. If the said response is not acceptable for any reason in the sole judgment of the County, County may terminate this Agreement, and Licensee must completely vacate the site by the expiration of ninety (90) days from the date of notice of County's determination.

Also, in all matters where County's or PRS's approval is required and County or PRS should determine in its reasonable discretion that a possibility or a threat of interference or other

disruption of the business of County or other existing licensees exists, County shall have the absolute right to withhold consent.

8. Access to Premises: During the term of this Agreement, Licensee shall be granted escorted access to the Towers and the County Buildings for the purpose of installation, repair, maintenance, removal, replacement, and operation of the Equipment installed pursuant to the terms of this Agreement. As long as Licensee is not in breach of this Agreement, escorted access will be available to Licensee during the County's normal business hours (Monday through Friday, 8:30am until 5:00pm except for County holidays). Licensee shall not access any site without a County escort unless County provides permission for Licensee to access site without a County representative present. In the event of an emergency event, such as customer outage or power outage, County agrees that escort service will be made available outside of normal business hours if needed.

9. Term: The term of this Agreement shall be for a period of five (5) years commencing upon the date this agreement is executed and terminating on the fifth (5th) anniversary from such date. Thereafter, the parties may enter into a new lease only upon execution of a superseding agreement.

10. Rent: Licensee shall pay County rent, as specified in Appendix A, which is attached hereto and incorporated by reference herein. Said rent shall be payable on or before the fifth (5th) day of each calendar month in advance to the County. In the event that this Agreement is terminated on a date other than the last day of a month, the rent shall be pro-rated as of the date of termination. Licensee shall provide the number of customers on each structure as described in Appendix A on first day of each month so that County may determine the rent due per month.

11. Governmental Approval: Licensee's ability to use the Premises is contingent upon its obtaining any and all necessary certificates, permits, licenses and other approvals that may be required by any governmental authorities. In the event that a zoning variance, special use permit or some other governmental approval is required in connection with the installation, repair, maintenance, replacement, removal, operation, or modification of Licensee's equipment, Licensee shall be solely responsible for obtaining the appropriate approval. Entry into this Agreement shall not in any way be construed as a waiver of any zoning, permit, or other requirement imposed by City, County, State or Federal law.

12. Maintenance of Tower Facilities: General tower and County Buildings maintenance (lighting, painting, repairing, maintaining, etc.) is the responsibility of the Owner. Notwithstanding the foregoing, County shall have no responsibility for any lighting or Tower/County Buildings modifications which are required as a result of the installation of Equipment by Licensee. The responsibility for maintaining lighting upon Licensee's Equipment or which is required to be installed as a result of the installation of Licensee's Equipment shall be

the responsibility of Licensee, and Licensee agrees to indemnify and hold harmless County from same and from any liability resulting from its failure to so maintain such lighting.

The Owner shall not move, disconnect or adjust, in any way, Open Broadband's equipment without the supervision of an Open Broadband representative on site unless said equipment is interfering with the County's 911 emergency radio communications system in any manner in the sole discretion of the County. Open Broadband acknowledges and agrees that it shall be responsible for moving or protecting its equipment during any repairs or renovations to the Towers and the Owner shall incur no liability to Open Broadband for any injury, expense, or claim incurred by Open Broadband during any such repair or renovation.

13. Damage or Destruction to Site: In the event the site or any part thereof is damaged or destroyed by the elements or any cause, County may elect to repair, rebuild or restore the site or any part thereof, to the same condition that it was immediately prior to such casualty. In such event, the rental payments required herein shall cease as of the date of such casualty until the site, in Licensee's opinion, is restored to a usable condition for Licensee's operation. County shall also have the right to elect not to repair the site and upon such election, County shall send to Licensee, a notice of cancellation of this agreement within thirty (30) days of such casualty. In the event that County fails to give Licensee notice of its intention to repair the site within such thirty (30) day period or in the event that County has failed to repair the site within one hundred eighty (180) days after the day of the casualty, Licensee may terminate this Agreement by giving written notice thereof to County within five (5) days of such thirty (30) day or one hundred eighty (180) day period, as the case may be. If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty. County shall not be responsible or liable to Licensee for any loss, damage or expense it may be occasioned by, through or in connection with any of County's acts, omissions or those of any other licensees occupying the sites or for any structural failure or power failure by the destruction or damage to the site.

14. Removal of Equipment Upon Termination: Following any termination or expiration of this Agreement, Licensee shall remove all of its Equipment within one hundred eighty (180) days. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were in prior to the installation or placement of the Equipment upon the Premises, ordinary wear and tear accepted. If Licensee fails to remove such Equipment within this time period County shall deem the Equipment abandoned and said Equipment structures shall become the property of County.

15. Termination: In addition to any other provision of this Agreement which provides for termination, this Agreement may be terminated, without penalty or liability, as follows:

A. By County in the event of a failure or refusal of Licensee to pay rent or other payment within ten business (10) days after receipt of written notice that such payment is due;

B. By either party upon the non-monetary default of any covenant, term, or condition of this Agreement which is not cured within thirty (30) days of receipt of written notice of default, without, however, limiting any other rights available to the parties pursuant to any other provisions of this Agreement;

C. By Licensee upon thirty (30) days prior written notice if it is unable to obtain or maintain any license, permit or other approval necessary to the operation of the Equipment or Licensee's business;

D. By Licensee upon ninety (90) days written notice that the Premises are or have become unacceptable under Licensee's design or engineering specifications for its use of the Equipment;

E. In the event of a change in the County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects County's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to County upon written notice to Licensee of such limitation or change in County's legal authority.

F. Upon termination of this Agreement by County pursuant to this paragraph or pursuant to any other provision of this Agreement, such termination shall end all of County's responsibilities and liabilities to Licensee. Licensee shall have no right to any cause of action for County's termination of this Agreement for any reason.

16. Default: In the event of Licensee's default hereunder, such default being a breach of any of the terms and conditions contained herein; abandonment of either the Equipment or the Properties; the filing of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an Order for relief entered with respect to Licensee, or seeking reorganization, arrangement, adjustment, lining up, liquidation, dissolution, composition or other relief with respect to Licensee or its debts; or the making by Licensee of any assignment or any other arrangement for the general benefit of creditors under any state or federal law, upon such default, County shall be entitled at its option, to terminate this Agreement and remove Licensee's equipment, improvements and personal properties located at the site at Licensee's cost and expense, and shall be entitled to recover from Licensee all rents due for the remainder of the term of this Agreement notwithstanding anything to the contrary appearing in this Agreement. In the event that County should, as a result of Licensee's default, incur any costs or expenses on behalf of Licensee or in connection with Licensee's obligations hereunder, such sums shall be immediately due to County as an additional fee hereunder, such costs and expenses to include any reasonable attorney's fees associated with the enforcement of the terms and conditions contained herein.

17. Taxes: Licensee shall pay any portion of personal property attributable to the antenna facilities during the term of this Agreement. Licensee shall not be responsible for any taxes attributable to any period prior the commencement date. Licensee shall also pay any increase in real estate taxes levied against the Premises which is directly attributable to Licensee's use of the Premises. County agrees to furnish proof of such increase to Licensee in a form reasonably satisfactory to Licensee.

18. Confidentiality: Licensee shall use any and all information obtained as a result of this Agreement solely in furtherance of the Agreement. Licensee shall ensure that it, its employees, agents, assigns, or subcontractors initiate appropriate safeguards to prevent the use or disclosure of any confidential information for any purpose other than performance of this Agreement. Licensee ensures that every reasonable attempt to mitigate any such disclosure of confidential information is made.

19. Insurance: Licensee shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by the Wayne County Finance Director. Should said Certificate of Insurance expire prior to the termination of this contract, Licensee shall supply to the County an updated certification prior to the expiration of the Certificate initially provided.

Workers' Compensation Insurance, with limits for Coverage A Statutory - State of North Carolina and Coverage B Employers Liability \$500,000 bodily injury, \$500,000 bodily injury by disease, and \$500,000 by disease policy limit.

Commercial general liability of not less than \$2,000,000 General Aggregate Limit (Other than Products-Completed Operations), \$2,000,000 Products-Completed Operations Aggregate Limit, \$1,000,000 Personal and Advertising Injury Limit, \$1,000,000 Each Occurrence Limit, and \$100,000 Fire Damage Limit, and shall not contain an exclusion for contractual liability.

For automobile liability the limits shall not be less than \$1,000,000 each person, \$1,000,000 each occurrence of bodily injury liability, and \$1,000,000 each occurrence of property damage liability, policies with a single combined limit must be not less than \$2,000,000 or \$1,000,000 with an umbrella policy of \$1,000,000 per occurrence.

Professional liability insurance shall not be less than \$1,000,000 per occurrence and shall hold Wayne County, its departments, agents, employees or assigns harmless from any claim, including claims for attorney's fees or other legal expenses, which may arise as a result of the sole negligence or malpractice of an employee of the contractor in providing services.

All insurance companies must be licensed in North Carolina and be acceptable to Wayne County. Insurance Policies, **EXCEPT** Workers' Compensation and Professional Liability, shall be endorsed (1) to show Wayne County as additional insured, as their interests may appear and (2) to amend cancellation notice to 30 days, pursuant to North Carolina law. Certificates of insurance shall be signed by a licensed North Carolina agent and be amended to show "thirty

(30) days' notice of change or cancellation will be given to Wayne County Finance Director by certified mail."

If the Licensee does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered.

Failure of the County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

20. Hold Harmless: Open Broadband shall make no alterations to the Towers, the County Buildings, the Properties, or related facilities which will compromise or impair the integrity of the structure or the operation of other equipment located on or near the Towers or County Buildings. Open Broadband shall exercise special precaution to avoid damaging the Towers, the County Buildings, Properties, and facilities/property of the Owner and other licensees, and Open Broadband hereby assumes all responsibility for any and all loss or such damage caused by Open Broadband, its employees, or agents arising out of or in connection with Open Broadband's use or occupancy of the Towers, the County Buildings, and Properties. Any tower, County Buildings, or property damage caused by Open Broadband, its employees, or agents shall be, in the County's sole discretion, either immediately repaired by Open Broadband or by the County and billed to Open Broadband. Open Broadband agrees to make an immediate report to the Owner of any installation, repair, maintenance, removal, replacement, or modification of Open Broadband's facilities.

21. Indemnity. Licensee agrees to defend, indemnify, and hold harmless Wayne County from any and all loss, liability, claims, demands, or expense of whatsoever kind (including reasonable attorney's fees) arising directly or indirectly from the installation, maintenance, repair, presence, use, operation, replacement, or removal of Open Broadband facilities/Equipment, including but not limited to antennas, cable, equipment and necessary appurtenances at the Towers sites and County Buildings. The aforesaid defense, indemnification, and holding harmless includes, but is not limited to, bodily injury and death to any person or persons, property damage, taxes, special charges by others, claims and demands for damages or less for infringement of copyrights, libel, slander, and unauthorized use of frequencies.

22. Notices: All notices, demands or other communications hereunder shall be in writing, unless otherwise expressly stated in this Agreement, and shall be deemed given upon receipt if personally delivered or mailed, certified mail, return receipt requested or by overnight carrier to the following addresses (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days in advance):

If to County: County of Wayne
Attn: County Manager
Mailing Address: PO Box 227
Goldsboro, NC 27530;

paint and the repainting of the Towers. Open Broadband agrees to hold the Owner harmless of any interruption of service or possible damage of their equipment during this process.

29. Access to and Record Retention: Licensee agrees to maintain all records of or related to this Agreement and shall, upon the County's request, provide the County with, or access to, said records.

30. Force Majeure: Neither Party shall incur any liability to the other if its performance of any obligation under this Agreement is delayed or prevented by any of the following events: a change in any law, rule, regulation or ordinance; any new law, rule, regulation or ordinance; the requirements of any government or governmental entity or authority; war, riot, civil disorder or other hostilities; hurricanes, typhoons or other severe weather conditions; fire; earthquakes, floods and other natural disasters; damage to or destruction of a party's facilities.

If either party's performance under this agreement is delayed or prevented by any of the events described in the paragraph above, that party will notify the other in writing of the event, of its expected effect on that party's performance, and of when that party resumes its performance under and in accordance with the terms of this agreement. If the performance by a party of any material obligation under this agreement is delayed by any of the events described in the paragraph above, then if the total of all delays so caused exceeds a period of 10 days, the other party may terminate this agreement by giving written notice of termination to the affected party at any time prior to the affected party's notifying the other party in writing that it has resumed its performance under and in accordance with this agreement.

31. Health and Safety: The Licensee shall be responsible for initiating, maintaining and supervision of all safety precautions and programs in connection with any work done at/on the Premises. The Licensee shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees/agents from the work and other persons who may be affected thereby.

32. Non-Discrimination in Employment: The Licensee shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The Licensee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the Licensee is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of Federal, State or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by the County, and the Licensee may be declared ineligible for further County Agreements.

33. Non-Waiver: The failure of either party to exercise, or a delay in either party's exercising of, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

34. Severability: If any provision of this Agreement is invalid or unenforceable with

respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

35. Parties Not Joint Venturers. Nothing contained herein shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall have the power to obligate or bind the other party in any manner whatsoever.

36. Enumerated Rights not Exclusive Remedies. The various rights, powers and remedies herein contained and reserved to County shall not be considered as exclusive of any other right, power or remedy, but the same shall be construed as cumulative and shall be in addition to every other right, power or remedy now or hereafter existing at law, in equity or by statute.

37. Product of Mutual Negotiation. Both County and Licensee acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by counsel for both County and Licensee. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

38. Governing Law: The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of North Carolina and that any actions relating in any way to this Agreement shall be brought solely in the General Court of Justice of the State of North Carolina sitting in Wayne County, North Carolina or, where applicable, the United States District Court in North Carolina.

39. E-Verify Compliance: If Licensee is a person, business entity, or other organization that transacts business and employs 25 or more people in North Carolina, it agrees to comply with the E-Verify requirements found in Article 2 of Chapter 64 of the North Carolina General Statutes. Licensee agrees that any and all its current or subsequently hired subcontractors shall comply with said E-Verify requirements if said subcontractors employ 25 or more employees in North Carolina.

40. Iran Divestment Act Certification: Pursuant to North Carolina General Statute §147-86.59, Licensee hereby certifies that, as of the date listed below, it is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58 (hereinafter referred to as "List"). Additionally, Licensee hereby certifies that it shall not utilize any subcontractor in the performance of this Agreement that is identified on said List

41. Entire Agreement: This agreement constitutes the entire agreement between the two (2) parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be made in writing and executed by both parties.

42. Further Assurances: Each of the parties agree to do such further acts and things and to execute and deliver such additional agreements and interest as the other may reasonably require to consummate, evidence or confirm this Agreement or any other agreement contained herein in any manner contemplated hereby.

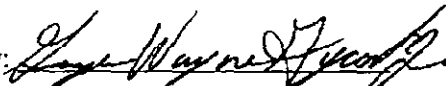
43. Miscellaneous:

County, upon request, shall supply Licensee with the most recent architectural and engineering plans and drawings, if available, detailing all relevant portions of the Premises. Such plans, if available, will include existing wireless communication carriers/other licensees and their frequencies where applicable, if such information is available to County.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

COUNTY OF WAYNE

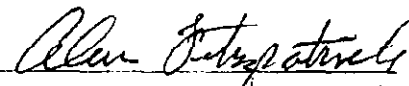
LICENSEE: OPEN BROADBAND, LLC

By: 

Print Name: G. Wayne Ayack, Jr.

Its: Chairman

Date: 4-6-2021

By: 

Print Name: Alan Fitzpatrick

Its: CEO

Date: 4-13-21

Appendix A

Wayne County Towers/County Buildings lease rates are on a graduated scale as Open Broadband adds end user customers. The monthly fee schedule per tower and for the County Buildings is as follows:

Customers on the Structures	Monthly Fee
0-99 customers	\$50
100-149 customers	\$150
150-199 customers	\$250
200-249 customers	\$350
250-299 customers	\$500
300-349 customers	\$650
350-399 customers	\$800
400-500 customers	\$1100
501-600 customers	\$1400
601-700 customers	\$1700
701-800 customers	\$2000
801-900 customers	\$2300
901-1000 customers	\$2600
1001-1100 customers	\$3000
1101-1200 customers	\$3400
1201-1300 customers	\$3800
1301-1400 customers	\$4200
1401-1500 customers	\$4600
1501+ customers	\$5000

GWA

County Initial

AF

Open Broadband Initial

Exhibit A

Wayne County Office of Emergency Services
Tower Locations

Tower Site	Address	Lat/Long
Goldsboro	901 8th Street Goldsboro NC	35-23-45.6 N, 077-58-23.0 W
Grantham	3119 S US 13 Hwy Goldsboro NC	35-17-43.2 N, 078-09-09.1 W
Mount Olive	500 Carver Street Mount Olive NC	35-11-26.2 N, 078-04-47.3 W
Hood Swamp	1069 Hood Swamp Road Goldsboro NC	35-24-34.4 N, 077-50-59.3 W
Rosewood	680 Community Drive Goldsboro NC	35-25-17.3 N, 078-04-54.0 W
Seven Springs	4205-T Indian Springs Road, Seven Springs, NC	35-12-45.3 N, 077-54-10.0 W
Nahunta	1990-T Nahunta Road, Pikeville, NC	35-31-03.5 N, 078-01-12.5 W
Eureka	228 Red Hill Road, Fremont, NC	35-33-02.9 N, 077-52-05.9 W

Exhibit B

List of Wayne County owned/controlled buildings

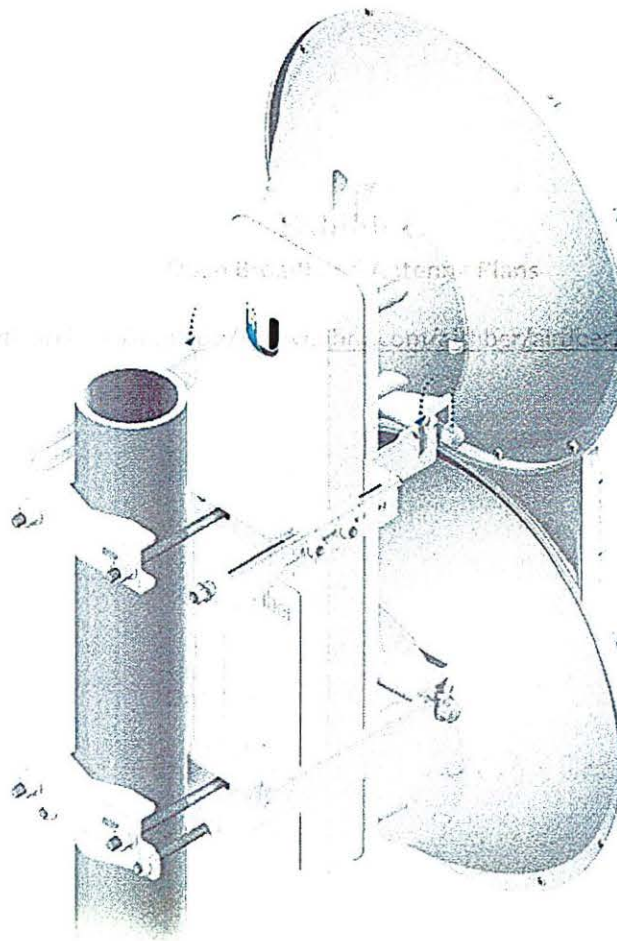
NAME	PIN	FULL ADDRESS	CITY	STATE	ZIP CODE
Sherrif's Annex	3600135920	1804 N US 117 HWY BYP	GOLDSBORO	NC	27530
Jeffrey's Bldg	2599966045	134 N JOHN ST	GOLDSBORO	NC	27530
WIC	3509360040	809 SIMMONS ST	GOLDSBORO	NC	27530
Borden Building	2599854950	100-B S JAMES ST	GOLDSBORO	NC	27530
Health Dept	3509259775	301 N HERMAN ST	GOLDSBORO	NC	27530
WCPL	3509359531	1001 E ASH ST	GOLDSBORO	NC	27530
Staff Attorney	2599956540	100 ORMOND AVE	GOLDSBORO	NC	27530
Court House	2599957302	224 E WALNUT ST	GOLDSBORO	NC	27530
John Bell Building	2599758450	209 W SPRUCE ST	GOLDSBORO	NC	27530
Board of Elections	3509050034	309 E CHESTNUT ST	GOLDSBORO	NC	27530
WC Admin Bldg/Probation & Parole	2599945847	209 WILLIAM ST	GOLDSBORO	NC	27530
Jail	2599957302	207 E CHESTNUT ST	GOLDSBORO	NC	27530
Services on Aging	3509834917	2001-C E ASH ST	GOLDSBORO	NC	27530
Veterans Services	3509834917	2001-D E ASH ST	GOLDSBORO	NC	27530
Carey Winders Detention Center	3600109300	1016 N WILLIAM ST	GOLDSBORO	NC	27530
Steele Memorial Library	2572873454	119 W MAIN ST	MOUNT OLIVE	NC	28365
Landfill Office	2576721395	460-B S LANDFILL RD	DUDLEY	NC	28333
Landfill Shop	2576721395	460-C S LANDFILL RD	DUDLEY	NC	28333
Landfill Accessory Structure					
Grantham Conv Center Office	2544443626	565 CROWS FOOT RD	MOUNT OLIVE	NC	28365
Jordans Chapel Conv Center Office					
Dudley Conv Center Office					
EMS Station #18 - Dudley	2585535904	130 OBERRY RD	DUDLEY	NC	28333
Indian Springs Conv Center Office					
Seven Springs Conv Center Office					
One Eleven Conv Center Office	3526570654	1183 DITCHBANK RD	GOLDSBORO	NC	27534
Mitchel Road Conv Center Office	3506086438	566 MITCHELL RD	DUDLEY	NC	28333
Rosewood Conv Center Office	2670420971	370 BRASWELL RD	GOLDSBORO	NC	27530
Thirteen Conv Center Office	3630798822	470 W HILL ST	GOLDSBORO	NC	27534
Eureka Conv Center Office					
Fremont Conv Center Office	3605052487	347 RATEICE RD	FREMONT	NC	27830
Pikeville Conv Center Office					
Wayne Community Bldg	3602635707	224 AVIATION RD	PIKEVILLE	NC	27863
Airport Authority Bldg	3602744371	242 AVIATION RD	PIKEVILLE	NC	27863
Hanger	3602635707	232 AVIATION RD	PIKEVILLE	NC	27863
Hanger					
Hanger	3602635707	236 AVIATION RD	PIKEVILLE	NC	27863
Hanger	3602744371	276 AVIATION RD	PIKEVILLE	NC	27863
Wayne Aviation Office	3602744371	278 AVIATION RD	PIKEVILLE	NC	27863
Office Structure	3602742525	282 AVIATION RD	PIKEVILLE	NC	27863

Airport Accessory Structure					
Hangar	3602744371	288 AVIATION RD	PIKEVILLE	NC	27863
Hangar	3602744371	290 AVIATION RD	PIKEVILLE	NC	27863
Hangar	3602744371	298 AVIATION RD	PIKEVILLE	NC	27863
Hangar	3602851420	300 AVIATION RD	PIKEVILLE	NC	27863
Hangar	3602744371	296 AVIATION RD	PIKEVILLE	NC	27863
Hangar	3602744371	294 AVIATION RD	PIKEVILLE	NC	27863
Hangar	3602635707	234 AVIATION RD	PIKEVILLE	NC	27863
Hangar/Office	3602744371	256 AVIATION RD	PIKEVILLE	NC	27863
House (Storage)	3509269004	803 SIMMONS ST	GOLDSBORO	NC	27530
Facility Services					
Offices	3509256861	719 E ASH ST	GOLDSBORO	NC	27530
Day Reporting Center	3509256953	714 SIMMONS ST	GOLDSBORO	NC	27530
Wayne County Nurse	2599956565	218 E WALNUT ST	GOLDSBORO	NC	27530
Sewer Treatment Office					
Sewer Treatment Accessory	2597191589	347 OLD MT OLIVE HWY	DUDLEY	NC	28333
Sewer Treatment Accessory					
Animal Shelter	3600407478	1600 CLINGMAN ST	GOLDSBORO	NC	27534
Communications Structure					
Storage Assesory					
Old WCC Campus	3600511256	804-A CORPORATE DR	GOLDSBORO	NC	27534
Old WCC Campus	3600511256	804-C CORPORATE DR	GOLDSBORO	NC	27534
Old WCC Campus	3600511256	804-B CORPORATE DR	GOLDSBORO	NC	27534
Old WCC Campus Accessory Building					
Old WCC Campus Accessory Building					

Exhibit C

Open Broadband Antenna Plans

Type 1: 24GHz Ubiquiti airFiber 24 (<https://www.ubnt.com/airfiber/airfiber24/>) image below



These have the following specifications:

DIMENSIONS (L x W x H) 36.94 x 18.44 x 11.08"

WEIGHT › 35.27 lb without mount

POWER › 40 watts, less than a typical light bulb.

WIND LOADING: 194 lbf @ 125 mph

WIND SURVIVABILITY 125 mph

Data Sheet: https://dl.ubnt.com/datasheets/airfiber/airFiber_DS.pdf

Type 2: 60GHz and 5GHz IgniteNet ML 2.5g-60 (<https://www.ignitenet.com/wireless-backhaul/ml-2.5g-60-bf-sector/>) (image below).

These have the following specifications:

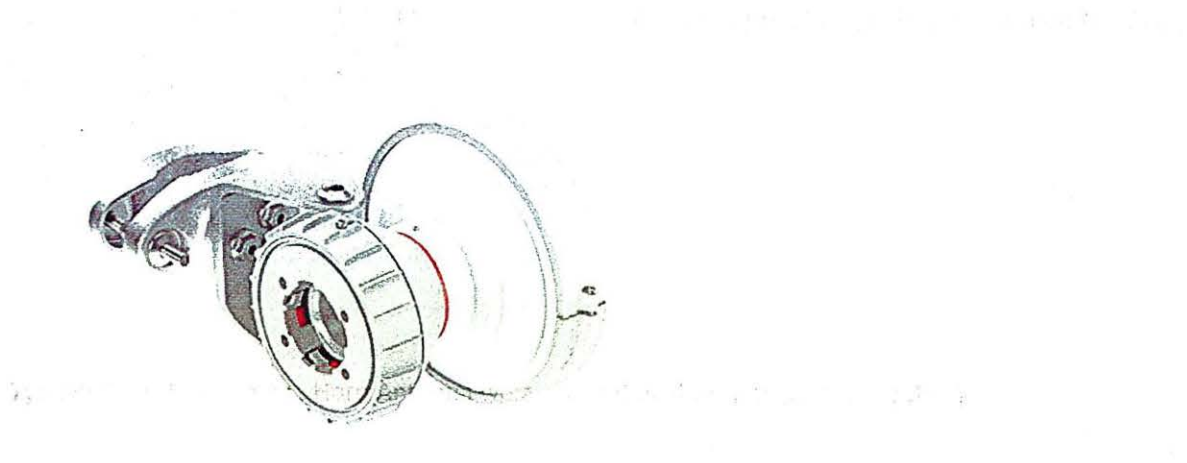
DIMENSIONS (L x W x H) 7.48 x 7.48 x 4.72 inch

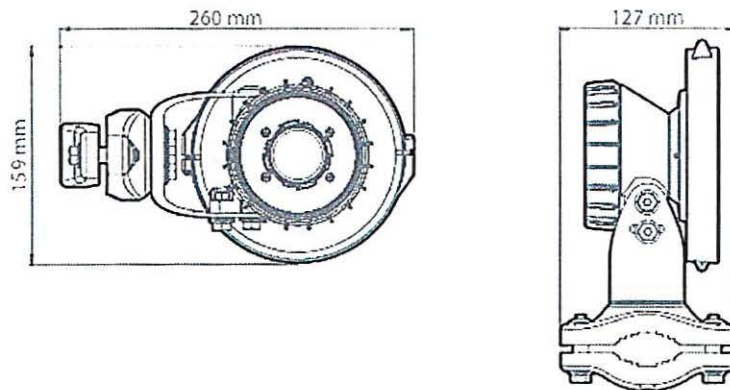
WEIGHT > **2.76 lb** without mount

POWER > 24-48V/1.5A passive Gigabit PoE or DC. Wattage will run ~ 40 watts, less than a typical light bulb.



Type 3: 5GHz RF Elements Horn Antenna weighs less than 4 lbs (image/specs below)





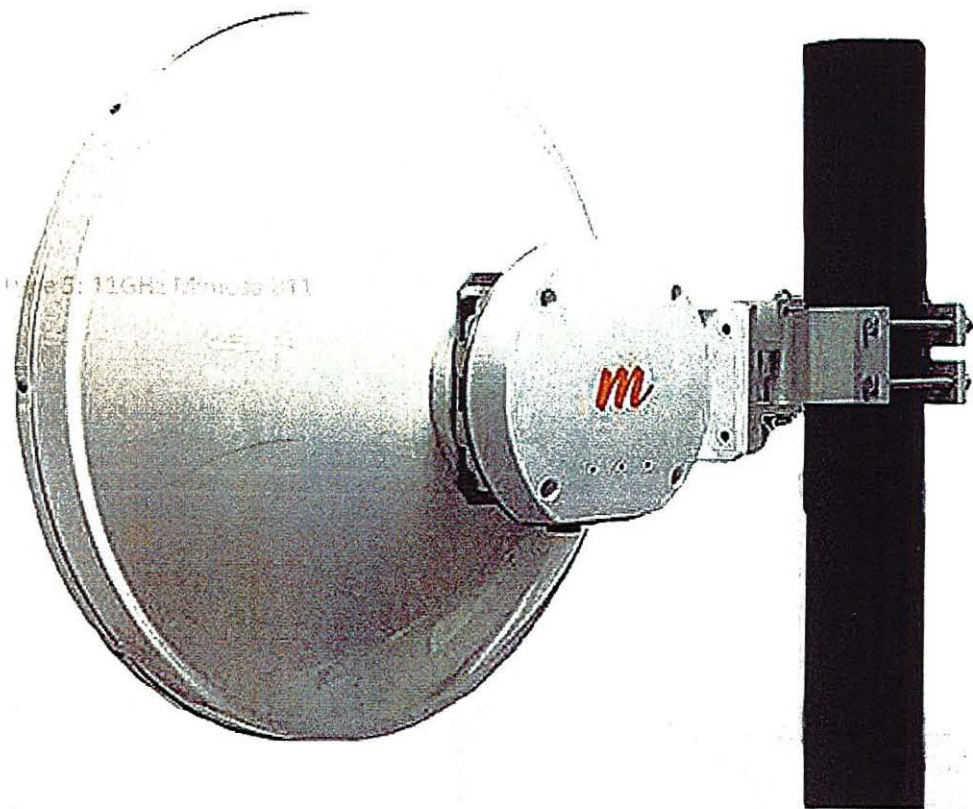
TECHNICAL DATA

Antenna Connection	TwistPort™ - Quick Locking Waveguide Port
Antenna Type	Horn
Materials	UV Resistant ABS Plastic, Polycarbonate, Polypropylene, Aluminium, Stainless Steel
Enviromental	IP55
Pole Mounting Diameter	15-86 mm
Temperature	-30°C to +55°C (-22°F to +131°F)
Wind Survival	160 km/hour
Wind Loading	26 N at 160 km/hour
Mechanical Tilt	± 25°
Weight	1.5 Kg / 3.3 lbs – single unit
	1.9 Kg / 4.2 lbs – single unit incl. package
	20.2 Kg / 44.5 lbs – carton (10 units)
Single Unit	Retail Box: 16.5 x 19 x 31.5 cm

Type 4: 3.5GHz Baicells LTE radio with sector antenna



Type 5: 11GHz Mimosa B11



Physical

Dimensions	Height: 260 mm (10.2") Width: 158 mm (9.6") Depth: 70 mm (2.8")
Weight	2 kg (4.5 lbs)
Enclosure Characteristics	Outdoor UV stabilized plastic Aluminum mounting panel
Wind Survivability	200 km/h (125 mph)
Wind Loading	9.89 Kg @ 160 km/h (21.8 lbs @ 100 mph)
Mounting	Direct mount to compatible antenna
Antenna Connection	Direct connect to circular dual polarized antenna

Quantity: Towers will contain a mix of antenna types, with 11GHz and 24GHz for backhaul, and 3.5GHz, 5GHz, and 60GHz for end users. The number of antennas installed vary by location, but are typically between 2 and 5.

Attachments:

Attachments will be made on a mast attached to a communications tower, water tower, or on a non-penetrating roof mount – representative pictures below:



Picture above: Communications Tower attachment – picture taken during preparation before the climb.



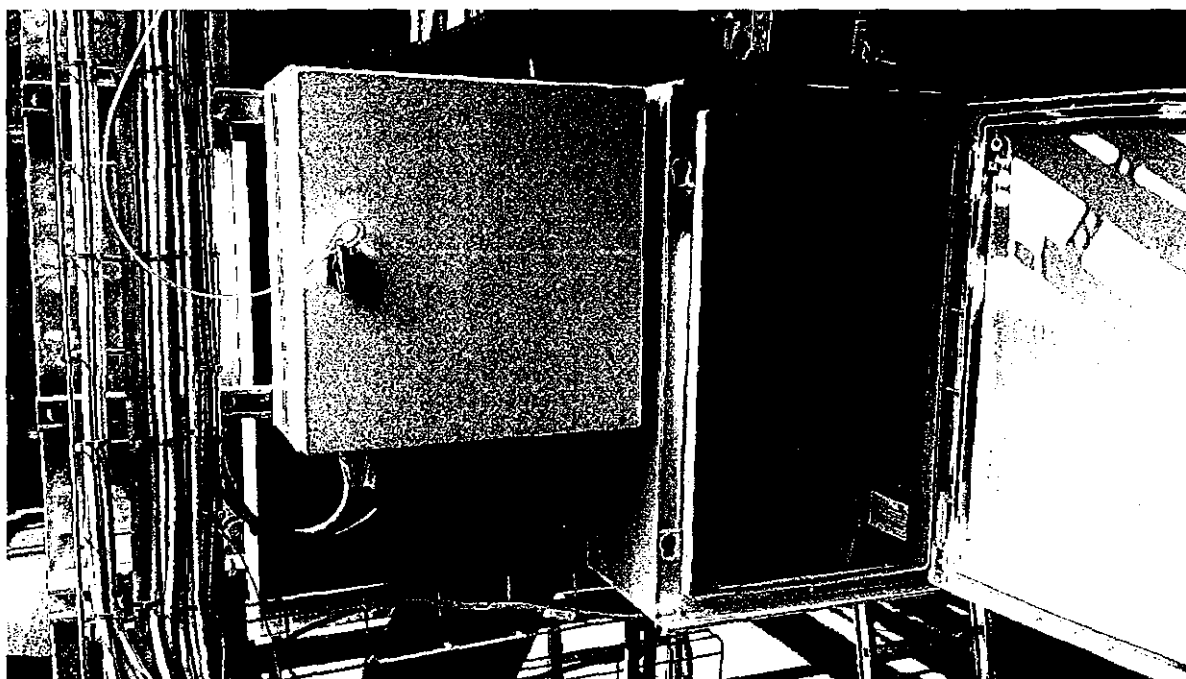
Picture above: Non-penetrating roof mount with mast. This one has a small Wi-Fi sector antenna at the top. The lower antenna is a Type 2 as described above.

Cabling:

Outdoor shielded Cat6 ethernet cabling will be run down the tower leg and firmly attached every few feet. For roof tops we run the same cable to a location on/near the roof where our equipment is located.

Electronics/Power

We need a ~ 3 ft by 2 ft space near the bottom of the tower (or near the roof) for our equipment to be mounted. This can either be in the existing building or in a small outdoor enclosure (NEBS 3 compliant), with access to a standard 110v power source. We require less than 50 watts of power. Picture of representative outdoor enclosure below. We typically deploy a small switch, small router, UPS, and batteries.



WAYNE COUNTY COMMISSIONERS BOARD FOR THE OLDER ADULTS
BYLAWS

ARTICLE I – NAME AND PURPOSE

Section 1 This organization shall be known as the Wayne County Aging Planning Board
(hereinafter referred to as the Board).

Section 2 The purpose of the Board is to serve as a policy formulation Board, concerning Aging
programs, on behalf of the Wayne County Board of County Commissioners (hereinafter
referred to as the Wayne County Commissioners).

The Board, in furtherance of this purpose, will:

- (1) Provide a comprehensive assessment of the community needs of and opportunities
for older adults,
- (2) Provide strategies to the Wayne County Commissioners to address identified aging
needs,
- (3) Acquaint Wayne County Commissioners with available grants of public and private
funds as may be available for expanding and funding of current and additional
services and service levels and seek grants if instructed by Wayne County
Commissioners, and
- (4) Make recommendations to the Wayne County Commissioners on appropriate
utilization of funds available to the county for the provision of aging services.

ARTICLE II – MEMBERSHIP

Section 1 NUMBER: The Board shall consist of a minimum of twenty (20) members who shall be
appointed by the Wayne County Commissioners.

Section 2 COMPOSITION & QUALIFICATIONS: The Wayne County Commissioners shall, in their discretion, appoint to the Board those persons they consider to be best qualified. The Board of Commissioners must appoint at least one representative from the following organizations:

- (1) WAGES
- (2) Wayne County Department of Social Services
- (3) Wayne County Services on Aging
- (4) East Pointe Mental Health
- (5) Senior Tar Heel Legislator – Delegate
- (6) Goldsboro-Wayne Transportation Authority
- (7) The City of Goldsboro
- (8) Social Security, AARP, the Veterans Administration, or any other agency serving older adults
- (9) A representative of the Eastern Carolina Council Area Agency on Aging (non-voting)
- (10) Wayne County Finance Officer (non-voting) or his/her designee

Four members of the Board shall be persons who at the time of their selection shall be at least 60 years of age.

All Board members shall be persons who have demonstrated an interest in and commitment to serving the needs of persons aged 60 years and over. Volunteers must complete and submit to the Clerk to the Board of Commissioners the County Volunteer Application for consideration as an appointment by the Commissioners. Every effort shall be made to ensure that a wide variety of groups of Wayne County citizens are available as prospective Board members, and that minorities are adequately represented on the

Board. The Wayne County Commissioners may remove any or all members of the Board with or without cause.

Section 3 LEAD AGENCY: For the purposes of the Home & Community Care Block Grant (HCCBG), the county commissioners shall appoint, a Lead Agency annually. The agency or office with lead responsibility for planning and coordinating the County Funding Plan recommends this funding plan to the Board of Commissioners as a coordinated means to utilize community-based resources in the delivery of comprehensive aging services to older adults and their families.

Section 4 TERM: Community members selected to serve on the board shall serve 3-year terms. Commissioners shall serve no more than two consecutive terms. Board members currently appointed as the adoption of these bylaws shall serve the remainder of their current term and need not be re-appointed by the Board of Commissioners.

Section 5 REMOVAL: The Board, by vote of two-thirds of the members present, may request that the Wayne County Commissioners remove any member from the Board for gross misconduct, lack of commitment to the basic objectives of the Board, or three (3) unexplained absences at regular meetings within any fiscal year. If a removal vote is to be taken, notice must be included in the written notice and agenda of the next meeting.

Section 6 TERMINATION: Any member of the Board may resign from the Board upon written notice to the Board Chair.

Section 7 VACANCIES: When a vacancy occurs on the Board as set out in Section 5 or Section 6 of this Article, the Board may recommend to the Wayne County Commissioners a person to fill the vacancy.

Section 8 NON-VOTING PARTICIPATION: Individuals or organizations not holding membership on

the Board cannot vote but are encouraged to participate in all meetings, which are open to the public as defined by the North Carolina General Statutes.

Section 9 POWERS AND DUTIES: The Board shall have but not limited to the following duties and responsibilities:

- (1) to make recommendations to the Wayne County Commissioners on appropriate utilization of funds available to the county for provision of aging services;
- (2) to draft grant proposals if directed by the Wayne County Commissioners;
- (3) to make recommendations to the Wayne County Commissioners for Board appointments, if requested;
- (4) to provide technical assistance and consultation to the Wayne County Commissioners on aging issues; and
- (5) to evaluate the effectiveness of the Board in it's operations with the objectives and purpose as stated in these Bylaws.

ARTICLE III – MEETINGS

Section 1 ANNUAL MEETING: The first meeting of the Board after the start of the fiscal year as defined in Article VI, Section 1, shall be the annual meeting. The annual meeting may be held in conjunction with a regular meeting.

Section 2 REGULAR MEETINGS: The Board shall meet quarterly or more frequently as needed to conduct business and shall meet at such time and at such places as shall be provided by resolution of the Board.

Section 3 CALLED MEETINGS: Special meetings of the Board may be called by the Chair at the Chair's own initiation or upon written request of any seven (7) Board members.

- Section 4 NOTICE: Written notice of each annual or regular meeting, specifying the location, day, and time, shall be delivered to each Board member not less than 10 days nor more than 30 days prior to the date of the meeting, by the direction of the Chair. A tentative agenda shall accompany each written notice of a meeting. Prior public notice shall be given in a timely and effective manner of all meetings as required in the Open Meetings Act of the North Carolina General Statutes.
- Section 5 QUORUM: The simple majority of those persons presently sitting as voting Board members shall constitute a quorum for the transaction of business as any meeting of the Board.
- Section 6 VOTING: Each member of the Board shall have one vote on all motions unless precluded by conflict of interests as defined and interpreted by state law. All motions will be approved by simple majority.
- Section 7 CONDUCT OF MEETING: All meetings of the Board shall be presided over by the Chair except that in the absence of the Chair, the Vice-Chair shall preside. In the absence of the Chair and Vice-Chair, any other Board member may preside who is selected by the majority of the members present. All meetings shall be conducted according to Robert's Rules of Order to the extent that they are not inconsistent with specific provisions of these Bylaws.

ARTICLE IV – OFFICERS

- Section 1 The officers of the Board shall be the Chair, Vice-Chair, and Secretary and such other officers as may be elected in accordance with the provisions of this Article. No Board member may hold more than one office at the same time.
- Section 2 ELECTION AND TERM OF OFFICE: Officers shall be elected annually by a majority vote of

the Board members present at the annual meeting. Each officer shall hold office until the officer's successor shall have been duly elected.

Section 3 REMOVAL: The Board, by affirmative vote of two-thirds of the members present at a meeting, shall have the power to suspend or remove an officer from office for violation of the actions approved by the Board or by the Bylaws.

Section 4 VACANCIES: A vacancy in any office may be filled by a majority vote of the Board members present if the meeting notice has stated that such action may be taken.

Section 5 CHAIR: The Chair shall preside at all meetings of the Board, shall cooperate with the Board in planning the agenda for meetings of the Board, shall perform all duties incident to the office, and shall suggest such actions as are deemed likely to increase the effectiveness of the Board. The Chair shall be an ex-officio member of all committees.

Section 6 VICE-CHAIR: In the absence of the Chair, or in the event of the Chair's inability to act or refusal to carry out a directive from the Board or a specific duty set forth, the Vice-Chair shall perform the duties of the Chair; and when so acting, shall have all the powers of and be subject to all the restrictions of the Chair. The Vice-Chair shall perform such other duties as may be assigned from time to time by the Chair or the Board.

Section 7 SECRETARY: The Secretary shall be responsible for the preparation and maintenance of accurate minutes of all meetings of the council and of resolutions presented to or passed by the Board and shall work with the Chair to see that there is wide distribution of these and other similar documents to interested groups and individuals. The Secretary shall give, or cause to be given, all notices required by law and by these bylaws. The Clerk of the Wayne County Commissioners shall serve as Secretary, without voting privileges.

ARTICLE V – COMMITTEES

- Section 1 The Board shall create any committee which may be needed from time to time to act in an advisory capacity only and shall choose the members of such committees. Individuals who are not Board members may serve on committees.
- Section 2 EXECUTIVE COMMITTEE: The Executive Committee shall consist of the officers of the Board, plus the immediate past Chair. The Executive Committee shall oversee projects, grants, or tasks as directed by the full Board. Additionally, the Executive Committee may undertake projects it deems necessary. Meetings of the Executive Committee shall be scheduled at the pleasure of the Executive Committee members.

ARTICLE VI – GENERAL PROVISIONS

- Section 1 FISCAL YEAR: The fiscal year of the Board shall be the same as that designated by the Wayne County Commissioners.
- Section 2 AMENDMENTS: These Bylaws may be amended or repealed, and new Bylaws may be adopted by the affirmative vote of simple majority of the board, subject to the approval by the Wayne County Commissioners.
- Section 3 LIMITATIONS OF ACTIVITIES: The minutes of the meetings of the Board as certified by the Secretary and approved by the Board shall be the official record of all activities.
- Section 4 These bylaws shall become effective only upon approval of the Wayne County Commissioners.

The Board of Commissioners for the County of Wayne, North Carolina met in a regular meeting in the Commissioners' Meeting Room in the Wayne County Courthouse Annex located at 224 East Walnut Street in Goldsboro, North Carolina, the regular place of meeting, at 9:00 a.m. on April 6, 2021.

Present: Commissioners Chairman G. Wayne Aycock, Jr., Vice-Chairman

Freeman Hardison, Jr., Barbara Aycock, Joe Daughtery, Bevan Foster, Chris Gurley,
and Antonio Williams

Absent: Commissioners None

Also present: Staff, Members of the public, and media

* * * * *

_____ introduced the following resolution the title of which was read and a copy of which had been previously distributed to each Commissioner:

**RESOLUTION OF THE COUNTY OF WAYNE, NORTH CAROLINA
DECLARING ITS OFFICIAL INTENT TO REIMBURSE
EXPENDITURES FOR A NEW FREMONT ELEMENTARY SCHOOL
UNDER UNITED STATES DEPARTMENT OF TREASURY
REGULATIONS**

BE IT RESOLVED, by the Board of Commissioners (the "Board") for the County of Wayne, North Carolina (the "County") as follows:

Section 1. The Board hereby finds, determines and declares the following:

(a) Section 1.150-2 of the Treasury Regulations (the "Regulations") prescribes specific procedures which will be applicable to certain bonds or notes issued by or on behalf of the County including, without limitation, a requirement that the County declare its official intent to reimburse certain expenditures with proceeds of debt to be incurred by the County prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed.

(b) The County intends to advance its own funds in order to pay certain capital costs (the "Original Expenditures") relating to the construction of a new Fremont Elementary School (the "Project").

(c) The County reasonably expects to reimburse itself for the Original Expenditures from the proceeds of debt to be incurred by the County.

(d) \$5,000,000 is the maximum principal amount of debt expected to be incurred for the purpose of paying the costs of the Project.

(e) This declaration of official intent is made pursuant to Section 1.150-2 of the Treasury Regulations to expressly declare the official intent of the County to reimburse itself from the proceeds of debt to be hereinafter incurred by the County for certain expenditures paid by the County on or after the date which is sixty (60) days prior to the date hereof.

(f) The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

(g) All Original Expenditures to be reimbursed by the County were paid no more than sixty (60) days prior to, or will be paid on or after the date of, this declaration of official intent, except with respect to certain amounts incurred before such 60-day period not exceeding 20% of the issue price of the proceeds of the debt to be hereinafter incurred which are expended for "preliminary expenditures" within the meaning of Section 1.150-2 of the Treasury Regulations (the "Preliminary Expenditures"). The County understands that, except for the Preliminary Expenditures, such reimbursement must occur not later than eighteen (18) months after the later of (a) the date the Original Expenditures were paid and (b) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the Original Expenditures were paid.

Section 2. This resolution shall take effect upon its adoption.

Upon motion of Commissioner Joe Daughtery, seconded by Commissioner _____, the foregoing resolution entitled "RESOLUTION OF THE COUNTY OF WAYNE, NORTH CAROLINA DECLARING ITS OFFICIAL INTENT TO REIMBURSE EXPENDITURES FOR A NEW FREMONT ELEMENTARY SCHOOL UNDER UNITED STATES DEPARTMENT OF TREASURY REGULATIONS" was adopted by the following vote:

Ayes: Aycock, Aycock, Hardison, Daughtery,
Foster, Gurley, and Williams

Noes: None

* * * * *

I, Carol Bowden, Clerk to the Board of Commissioners for the County of Wayne, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board for said County at a regular meeting held on April 6, 2021, as relates in any way to the introduction and adoption of the foregoing resolution and that said proceedings are recorded in the minutes of said Board.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said County this 6th day of April, 2021.

[SEAL]



A handwritten signature in cursive script, reading "Carol D. Burken", is written over a horizontal line.

Clerk to the Board of Commissioners

NORTH CAROLINA

WAYNE COUNTY

**RESOLUTION #2021-8: A RESOLUTION AWARDING SERVICE WEAPON TO
SERGEANT RANDY POWELL**

WHEREAS, Sgt. Randy Powell retired from the County of Wayne effective April 1, 2021; and

WHEREAS, Randy Powell had been an employee of the Wayne County Sheriff's Office and retired as a Sergeant; and

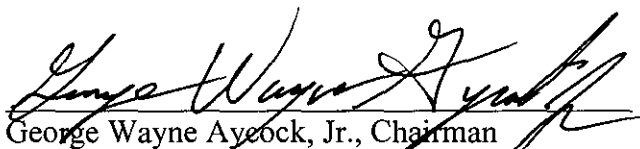
WHEREAS, Randy Powell served 12 years with the Sheriff's Office in Wayne County;

WHEREAS, throughout his years he earned the admiration, respect and friendship of those with whom he worked and came into contact.

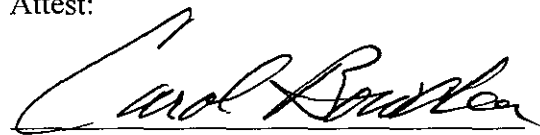
NOW, THEREFORE BE IT RESOLVED that the Wayne County Board of Commissioners, in accordance with North Carolina General Statute § 20-187.2, hereby awards Retired Sergeant Randy Powell his service weapon in exchange for consideration of \$1.00 and awards him his badge.

NOW, THEREFORE BE IT FURTHER RESOLVED that the Wayne County Board of Commissioners extends best wishes for many years of good health and happiness to Randy Powell during his retirement and his future endeavors.

Adopted this the 6th day of April, 2021.


George Wayne Aycock, Jr., Chairman
Wayne County Board of Commissioners

Attest:



Carol Bowden
Clerk to the Board



Office of the Sheriff



Sheriff Larry M. Pierce
P. O. Box 1877
207 East Chestnut Street
Goldsboro, NC 27530

919-731-1481 office
919-731-1699 fax

To: Mr. Wayne Aycock, Chairman, County Commissioners
Mr. Craig Honeycutt, County Manager
From: Major Richard C. Lewis
Re: Badge and Service Side Arm for Retired Sgt. Randy Powell
Date: March 2, 2021

Gentlemen:

Sgt. Randy Powell has plans to retire from the Wayne County Sheriff's Office on April 1, 2021. He has had a rewarding career with the Sheriff's Office and has been a valuable asset to the office.

In accordance with NCGS 20-187.2 (a), I am requesting that Sgt. Randy Powell be allowed to keep the badge worn and carried by him. The statute provides that there is no cost to be incurred for the badge carried by him. Additionally, I also request that Sgt. Randy Powell be awarded his service side arm upon his retirement. Sgt. Powell is not ineligible to own, possess, or receive his service side arm under the provisions of State or Federal law. The costs associated with the presentment of the service side arm will be paid by the Sheriff's Office if necessary.

Thank you for your time and consideration with this matter.

Major Richard C. Lewis
Wayne County Sheriff's Office
Office 919-705-6542
Cell 919-222-7112

Cc: Carol Bowden, Clerk to County Commissioners

Attachment: NCGS 20-187.2

20-187.2. Badges and service side arms of deceased or retiring members of State, city and county law-enforcement agencies; weapons of active members.

(a) Surviving spouses, or in the event such members die unsurvived by a spouse, surviving children of members of North Carolina State, city and county law-enforcement agencies killed in the line of duty or who are members of such agencies at the time of their deaths, and retiring members of such agencies shall receive upon request and at no cost to them, the badge worn or carried by such deceased or retiring member. The governing body of a law-enforcement agency may, in its discretion, also award to a retiring member or surviving relatives as provided herein, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body, upon determining that the person receiving the weapon is not ineligible to own, possess, or receive a firearm under the provisions of State or federal law, or if the weapon has been rendered incapable of being fired. Governing body shall mean for county and local alcohol beverage control officers, the county or local board of alcoholic control; for all other law-enforcement officers with jurisdiction limited to a municipality or town, the city or town council; for all other law-enforcement officers with countywide jurisdiction, the board of county commissioners; for all State law-enforcement officers, the head of the department.

(b) Active members of North Carolina State law-enforcement agencies, upon change of type of weapons, may purchase the weapon worn or carried by such member at a price which shall be the average yield to the State from the sale of similar weapons during the preceding year.

(c) For purposes of this section, certified probation and parole officers shall be considered members of a North Carolina State law enforcement agency. (1971, c. 669; 1973, c. 1424; 1975, c. 44; 1977, c. 548; 1979, c. 882; 1987, c. 122; 2013-369, s. 19; 2016-77, s. 9(b).)

**NORTH CAROLINA
WAYNE COUNTY**

**RESOLUTION #2021-11: A RESOLUTION REQUESTING NAMING A SECTION OF THE FUTURE
INTERSTATE 42 FOR THE HONORABLE CHUCK ALLEN**

WHEREAS, pursuant to North Carolina General Statute 136-18 (8), the North Carolina Board of Transportation may name roads, bridges or ferries; and

WHEREAS, the Wayne County Board of Commissioners desires to honor public servant and Chuck Allen; and

WHEREAS, Chuck Allen graduated from Goldsboro High School in 1979 and from NC State in 1985; and

WHEREAS, Chuck Allen and his wife Lori have three children Justin, Bryce and Anna, and two grandchildren; and

WHEREAS, Chuck Allen's greatest passion has been serving the citizens of the City of Goldsboro, serving as Chairman of numerous boards and commissions; and

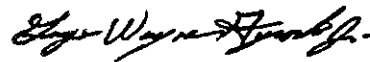
WHEREAS, Chuck Allen was instrumental in securing the new Highway 70 bypass, or future Interstate 42, and was a founding member of the Highway 70 Corridor Commission; and

WHEREAS, Chuck Allen began his public service with the City of Goldsboro on the Goldsboro City Council in 1999; and

WHEREAS, the Wayne County Board of Commissioners understands the North Carolina Board of Transportation criteria to have a road, bridge or ferry named in honor of an individual, that individual must be living, or be deceased for a year or longer.

THEREFORE, BE IT RESOLVED that the Wayne County Board of Commissioners does hereby request the North Carolina Board of Transportation name a section of the future Interstate 42 for Chuck Allen.

Adopted this the 6th day of April, 2021.



George Wayne Aycock, Jr., Chairman
Wayne County Board of Commissioners

Attest:



Carol Bowden
Clerk to the Board



610 N. W. 36th St.
 Ft. Lauderdale, Fla. 33309
 Chatham, NC 28411
 E-mail: jay@vsnl.com

RE: Wayne County Existing Jail Facility Assessment
Goldsboro, North Carolina

Dear Mr. Honeycutt:

Our services shall consist of the following:

1. Architectural, Structural, Mechanical, Electrical, Plumbing, and Security System analysis to observe and document deficiencies and life cycle issues for county consideration.
2. Based upon observed issues, provide an estimate of cost to remediate any deficiency noted. Provide life cycle recommendations for major building systems with replacement costs.
3. Evaluate potential expansion location to address future growth needs in terms of additional bed space and core functions such as intake, storage, kitchen, etc.
4. Provide a written report and present findings to the County Commission.
5. Services will be completed in 90 days from Notice to Proceed from the County.

Exclusions to Architect's Services:

1. Moseley Architects will not make exhaustive or destructive inspections of the existing building.
2. Design, Bidding, or Construction Contract Administration Services.
3. Other services not specifically included above.

RE: Wayne County Existing Jail Facility Assessment
Mr. Craig Honeycutt, Wayne County Manager
Page 2

April 2, 2021

Moseley Architects shall have no responsibility or liability for the discovery, identification, abatement, or removal of asbestos, lead paint, toxic mold, or any other hazardous or regulated substances in relation to the Project, nor does our proposal include any services related to hazardous materials. Separately from this contract, Owner shall provide all necessary services related to hazardous materials.

Moseley Architects shall not be responsible for unanticipated construction costs or other issues resulting from the discovery during construction of concealed conditions that differ from those shown on the existing building drawings provided by Owner.

Compensation for these services shall be the Lump Sum of Eighteen Thousand, Seven Hundred Fifty and 00/100 Dollars (\$18,750.00), and is all-inclusive of related travel expenses, etc. For other services not defined herein, compensation shall be as mutually agreed by Moseley Architects and Wayne County and shall be computed using the attached Schedule of Hourly Billing Rates, which is an integral part of this Agreement. The attached Terms and Conditions of Agreement for Services are also an integral part of this Agreement.

If this Agreement for Services is acceptable, please indicate your acceptance of and agreement to its terms and your authorization to proceed by signing below and returning one fully executed original for our files.

Mr. Honeycutt, we look forward to working with you and Wayne County for this requested service. Please let me know if you have any questions.

Sincerely,



Dan Mace, AIA, LEED AP
Vice President

ACCEPTED AND AGREED:

WAYNE COUNTY, NORTH CAROLINA

BY:



PRINTED NAME AND TITLE: Mr. Craig Honeycutt, Wayne County Manager

DATE:

4/6/21

pte

Attachments:

Schedule of Hourly Billing Rates

Terms and Conditions of Agreement for Services

MOSELEYARCHITECTS

SCHEDULE OF HOURLY BILLING RATES - CALENDAR YEAR 2021

Principals	\$235
Architects	
Senior Project Manager	\$207
Project Manager	\$162
Architect	\$155
Project Designer	\$103
Security and Detention Design	
Security Design Specialist	\$195
Moseley Engineering Director	\$235
Moseley Mechanical/Electrical/Plumbing/Engineering	
Senior Engineer	\$181
Engineer/Designer	\$148
Intern Technician	\$103
Moseley Structural Engineering	
Senior Engineer	\$162
Engineer/Designer	\$135
Intern Technician	\$103
Moseley Interior Design	
Interior Design Director	\$180
Senior Interior Designer	\$122
Project Interior Designer	\$103
Corrections Planner	\$235
Criminal Justice Consultant	\$176
Construction Administration	
Construction Administrator	\$155
Specification Writer	\$155
Sustainability Planning	
Sustainability Planning Director	\$181
Energy Analyst	\$152
Sustainability Coordinator	\$135
Administrative	\$72

Rates are subject to change on January 1 of each year.

MOSELEYARCHITECTS

TERMS AND CONDITIONS OF AGREEMENT FOR SERVICES

These Terms and Conditions are an integral part of the Agreement for Services ("Agreement") between Moseley Architects ("Architect") and its client ("Owner"). In the event of a conflict between the Agreement and these Terms and Conditions, the Agreement shall govern. Architect's services, Instruments of Service, and work product are intended for the sole use and benefit of Owner and are not intended to create any third-party rights or benefits or for any use by any other person or entity or for any other purpose. Architect's Services shall be limited to those expressly set forth in this Agreement. Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing.

1. COORDINATION WITH THE OWNER

The Architect shall confer with the Owner to coordinate its services with the Owner. The Architect shall have the benefit of the Owner's experience and knowledge of its facilities, requirements, and current policies and standards applicable to the Project. To implement this coordination, the Owner shall provide to the Architect at no cost all existing information relevant to the Project and available to the Owner.

2. OWNER'S RESPONSIBILITIES

The Owner shall provide full information in a timely manner regarding its requirements for and limitations on the Project, and the Architect shall be entitled to rely on such information. The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Architect's services, including any errors, omissions or inconsistencies in any documents prepared by the Architect.

3. COMPENSATION

For and in consideration of the services to be rendered by the Architect, the Owner shall pay and the Architect shall receive the compensation set forth in the Agreement. Unless otherwise specified, compensation shall be paid to the Architect on a monthly basis in accordance with monthly billing statements based upon the progress of services performed and reimbursable expenses (if applicable) incurred during that month. Monthly compensation shall be due and payable upon receipt of the billing statement by the Owner. Any payments not made within sixty (60) days on statements rendered shall be subject to a charge for interest at the maximum legal rate of interest, beginning sixty (60) days after the date of the statement, and failure to make any payments when due shall entitle the Architect to suspend services. The Architect's final payment is due and payable upon completion of the Architect's services.

The Owner shall not withhold amounts from the Architect's compensation to impose a penalty of liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the construction/Work unless the Architect agrees or has been found liable for the amounts in a binding and final dispute resolution proceeding.

4. OWNERSHIP OF DOCUMENTS AND RECORDS

It is understood that the Architect is preparing documents for this specific Project and use; therefore, all documents, including original drawings, estimates, specifications, field notes, reports and data are and remain the property of the Architect and Owner as Instruments of Service. The Owner may obtain, upon payment of compensation due the Architect, and upon performance of all the Owner's obligations under this Agreement, reproducible and/or electronic copies for drawings and other documents in consideration of which it is mutually agreed that the Owner will use them solely in conjunction with the Project, and shall not use or authorize their use on other projects.

Under no circumstances shall the transfer of ownership of the Drawings, Specifications, electronic data or other Instruments of Service be deemed to be a sale by the Architect, and the Architect makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

The Architect shall retain all pertinent records relating to the services performed hereunder for a period of seven years after completion thereof. The Owner shall have access to such records at all reasonable times during such period as may be required for audit of reimbursable expenses.

5. PROFESSIONAL RESPONSIBILITIES

The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same manner or similar locality under the same or similar circumstances.

The Architect's Services shall be limited to those expressly set forth in this Agreement. The Architect makes no warranties, either express or implied, with respect to services provided under this Agreement. The Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing.

The Architect shall provide the following insurance: Worker's Compensation – Statutory; Commercial General Liability – Bodily Injury - \$100,000; Property Damage - \$100,000; Comprehensive Automobile Liability - Bodily Injury - \$100,000; and Property Damage - \$100,000; Professional Liability - \$250,000 per claim and \$500,000 annual aggregate on a claims-made basis. Certificates of insurance, on an ACORD form, shall be furnished to the Owner upon request.

Upon written request of the Owner, the Architect will provide additional insurance, if available, including increased coverage and/or limits, and the Owner will pay the Architect a mutually agreed amount for the increased coverage. The Architect's liability to the Owner for any indemnity or any damages arising in any way out of the performance of this Agreement is limited to the insurance coverages and amounts stated herein. The Architect shall not be liable to the Owner for any indirect, special or consequential loss or damage arising out of the performance or services hereunder including, but not limited to loss of use, loss of profit, or business interruption whether caused by the negligence of the Architect or otherwise.

In performance of its services, the Architect shall exercise the standard of care ordinarily exercised by members of its profession in the same locale and who are performing their services under the same conditions. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Architect.

Neither the Architect nor the Architect's consultants will offer or have offered any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by either the Architect or the Architect's consultants as a result of the Owner and Architect entering into this Agreement.

6. DISPUTE RESOLUTION

The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them. Matters not so resolved shall be resolved in the General Court of Justice in Wayne County, North Carolina.

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

7. TERMINATION; SUSPENSION OF WORK

The Owner may, at its discretion, terminate the Project or indefinitely suspend the Project under this Agreement by giving the Architect seven-day written notice. In such event, the Owner shall assume all obligations, commitments and claims that the Architect may have in good faith undertaken or incurred in connection with the Project. The Architect shall be equitably paid for services rendered prior to effective termination notice date.

8. SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds itself and its partners, successors, executors, administrators, and assigns to the other party to the Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of the Agreement. Neither the Owner nor the Architect shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other, and agree that the Agreement represents the entire understanding of the Owner and the Architect and cannot be changed, added to, or modified in any way except in writing, signed by both the Owner and the Architect.

9. NON DISCRIMINATION

The Architect will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Architect. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Architect shall state in all solicitations or advertisements for employees placed by or on behalf of the Architect that the Architect is an equal opportunity employer.

10. DRUG-FREE WORKPLACE

During the performance of services provided under this Agreement, the Architect agrees to (i) provide a drug-free workplace for the Architect's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Architect's workplace and specifying the actions that will be taken against employees for

violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Architect that the Architect maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses (substituting the consultant or vendor for the Architect as the obligated party) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each consultant or vendor.

For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done by the Architect in connection with this Agreement, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of such services.

11. MISCELLANEOUS PROVISIONS

This Agreement may be executed in one or more counterparts and shall be effective when all the Parties have signed a counterpart hereof. Electronic transmission of original signatures in .pdf or similar format are as final and binding as pen and ink originals executed and exchanged in the presence of all Parties.

END OF TERMS AND CONDITIONS

Carol Bowden

From: Craig Honeycutt
Sent: Tuesday, April 6, 2021 4:23 PM
To: WC - Commissioners
Subject: FW: [External] - RE: Hotel motion
Attachments: 210317 Maxwell Center Hotel Layout Option 2.pdf

FYI – Craig

Craig F. Honeycutt
County Manager
Wayne County
224 E. Walnut Street
Goldsboro, NC 27530

W – 919-731-1435
F – 919-731-1446
C – 919-223-4885



From: Tim Salmon <tsalmon@goldsboronc.gov>
Sent: Tuesday, April 6, 2021 3:06 PM
To: Melissa Capps <mcapps@goldsboronc.gov>; rlawrence@goldsboronclawyers.com; Randy Guthrie <RGuthrie@goldsboronc.gov>; Craig Honeycutt <craig.honeycutt@waynegov.com>
Cc: LaToya Henry <LHenry@goldsboronc.gov>; Laura Getz <LGetz@goldsboronc.gov>; Marty Anderson <MAnderson@goldsboronc.gov>; Bobby Croom <BCroom@goldsboronc.gov>; Jennifer Collins <JCollins@goldsboronc.gov>
Subject: [External] - RE: Hotel motion

Hi Melissa and LaToya,
The below statement is accurate to me. I checked with the City Attorney and County Manager and they concur that the Option 2 preliminary site plan attached can be released.
R, Tim

Timothy Salmon
City Manager
Goldsboro, NC

From: Melissa Capps
Sent: Tuesday, April 6, 2021 11:44 AM
To: Timothy Salmon <TSalmon@goldsboronc.gov>
Cc: LaToya Henry <LHenry@goldsboronc.gov>
Subject: FW: Hotel motion

Please review.

Melissa Capps, MMC/NCCMC
City Clerk
City of Goldsboro

From: rlawrence@goldsboronclawyers.com <rlawrence@goldsboronclawyers.com>
Sent: Tuesday, April 6, 2021 11:36 AM
To: Melissa Capps <mcapps@goldsboronc.gov>
Cc: LaToya Henry <LHenry@goldsboronc.gov>
Subject: RE: Hotel motion

CAUTION: External Email. Be careful when clicking links or opening attachments.

Yes, that is accurate to my recollection. Run it by Tim also.

Ron Lawrence
Everett, Womble & Lawrence, L.L.P.
Attorneys at Law
P. O. Box 1678
203 N. William Street
Goldsboro, NC 27533
Tel. (919) 778-6707
Fax (919) 751-2598
Email: rlawrence@goldsboronclawyers.com

From: Melissa Capps <mcapps@goldsboronc.gov>
Sent: Tuesday, April 6, 2021 11:26 AM
To: Ron Lawrence <rlawrence@goldsboronclawyers.com>
Cc: LaToya Henry <LHenry@goldsboronc.gov>
Subject: FW: Hotel motion

Good morning Ron.

Please review...

Council came out Closed Session. Upon motion of Councilmember Polack, seconded by Councilmember Jones and unanimously carried, Council amended the agenda to include Item L. Economic Development – Location of a Hotel at the Maxwell Center.

Under Items Requiring Individual Action

Item L. – Upon motion of Councilmember Aycock, seconded by Councilmember Broadaway and unanimously carried, Council approved the transfer of up to 4 acres (alongside Wayne Memorial Drive) with a reduction of \$69,000 of the \$138,000 owed to the County for the stormwater pond, with the layout of option 2 as presented in Closed Session.

Thank you,

Melissa Capps, MMC/NCCMC
City Clerk
City of Goldsboro

From: LaToya Henry <LHenry@goldsboronc.gov>
Sent: Tuesday, April 6, 2021 11:02 AM
To: Melissa Capps <mcapps@goldsboronc.gov>
Subject: FW: Hotel motion

Melissa,

See below. Can you provide more detail on this? All I could hear was that they were voting to approve the location of the hotel, amount of the property, and a \$69,000 fee for wastewater (?).

Thank you!

LaToya Henry
Public Information Officer
City Manager's Office
City of Goldsboro
P 919-580-4363
F 919-580-4344
www.goldsboronc.gov

From: Kenneth Conners <kconners@curtismedia.com>
Sent: Monday, April 5, 2021 8:07 PM
To: LaToya Henry <LHenry@goldsboronc.gov>
Subject: Hotel motion

CAUTION: External Email. Be careful when clicking links or opening attachments.

Hey LaToya,

Can you provide us with the information regarding the "Hotel at the Maxwell Center" motion(s) approved by council tonight?

Particularly, I'd want to know exactly what was approved and if there was any additional information that was provided and available with the action (planning maps, etc.)

Thanks!

Ken Conners
News Director-Curtis Media Group East
WGBR / WSSG / WZKT / WPMC / WELS / WWMC
GoldsboroDailyNews.com
2581 US Highway 70 West

Goldsboro NC 27530
Desk: 919-736-1150 ext. 122
Fax: 919-736-3876
Cell: 313-515-2144
kconners@curtismedia.com

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by anyone at any time.

CAUTION

This email originated outside the County of Wayne's network.

Do not open any attachments or click on links unless you trust the sender or expecting this email.



CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C1	18°14'50"	188.00	59.87	30.19	59.82	N 76°19'23"W
C2	07°01'03"	408.00	48.97	25.02	49.94	N 69°25'21"W
C3	63°03'17"	39.51	43.48	24.24	41.32	N 22°08'38"W
C4	73°26'22"	25.00	32.04	18.65	29.90	S 09°46'42"E
C5	08°04'24"	615.00	65.19	32.63	55.18	S 23°54'10"W
C6	14°22'58"	150.00	37.65	18.93	37.56	S 28°03'28"W
C7	02°47'03"	150.00	7.29	3.65	7.29	S 36°38'28"W
C8	18°08'38"	153.00	48.36	24.38	48.15	N 78°23'23"W
C9	06°57'43"	443.00	53.84	26.95	53.80	N 69°58'59"W
C10	61°17'23"	64.51	69.01	38.22	85.76	N 23°01'35"W
C11	80°08'01"	25.00	39.31	25.04	35.39	N 07°01'31"W

LINE	BEARING	DISTANCE
L1	N 85°26'53"W	19.12
L2	N 72°55'52"W	24.39
L3	N 08°23'42"E	28.96
L4	S 26°56'22"W	40.58
L5	S 20°51'59"W	19.05
L6	S 38°02'00"W	54.62
L7	N 72°55'52"W	3.91
L8	N 52°04'31"W	41.21
L9	S 46°21'51"E	52.05
L10	S 39°01'30"W	70.92
L11	N 85°42'46"E	19.55

LOT 1
1.9715 ACRES
INCLUDING EASEMENTS
3.4001 ACRES
EXCLUDING EASEMENTS

LOT 3
1.4015 ACRES
INCLUDING EASEMENTS
2.0.9977 ACRES
EXCLUDING EASEMENTS

LOT 2
1.4013 ACRES
INCLUDING EASEMENTS
1.0330 ACRES
EXCLUDING EASEMENTS